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STATE EMPLOYMENT  
RELATIONS BOARD

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# MASTER AGREEMENT

**NEW MIAMI EDUCATION ASSOCIATION** ✓

and the

**NEW MIAMI LOCAL BOARD OF EDUCATION**

**June 1, 2011 through June 30, 2014**

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## ARTICLE I: PROFESSIONAL NEGOTIATIONS AGREEMENT

### 1.01 Recognition

#### (A) Recognition of the Association

The New Miami Board of Education, hereinafter referred to as the "Board," recognizes the New Miami Education Association/OEA/NEA as the exclusive and sole negotiating representative of all the certified non-supervisory personnel employed by the Board, including all full-time and part-time regular teachers, media specialists, counselors, special education teachers, individual/small group instructors, nurses, psychologists, paraprofessionals, and any or all such positions created, renamed, or redefined in the future and excluding all administrative and supervisory employees who have the authority to employ, evaluate, transfer, assign, discipline, or discharge members of the bargaining unit.

#### (B) The Association recognizes the Board as the locally elected body charged with the establishment of policies for public education in the New Miami School District and as the employer of all certificated personnel of the school system.

Unless limited by a provision of this contract and the duty to bargain under 4117 ORC, the Association recognizes the rights, powers, functions, responsibilities, and authority of the Board and the following enumerated rights:

- (1) To determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the New Miami School District, standards of services, the Board's overall budget, utilization of technology, and organizational structure;
- (2) To direct, supervise, evaluate, or hire employees;
- (3) To maintain and improve the efficiency and effectiveness of the New Miami Local School District;
- (4) To determine the overall methods; process, means, or personnel by which the operations of the New Miami School District are to be conducted;
- (5) To suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- (6) To determine the adequacy of the work force;
- (7) To determine the overall mission of the New Miami School District;
- (8) To effectively manage the work force; and

(9) To take actions to carry out the mission of the New Miami School District.

(C) It also is acknowledged by the Association that those rights, powers, functions, responsibilities, and authorities of the Board contained above, and the use of judgment and discretion therewith, shall belong solely and exclusively to the Board during the term of this agreement and all other agreements, except as may be expressly and specifically modified by the express terms of this Agreement.

(D) The Board agrees that it is its intention that all conditions of employment and general working conditions in effect in the District at the time this agreement is signed shall be maintained at not less than highest minimum standards in effect at the time of said signing and that this agreement shall not be interpreted or applied to deprive members of any professional advantage heretofore enjoyed unless expressly stated herein.

(E) Recognition of the Superintendent

The Association and the Board recognize the Superintendent as the chief executive officer and primary professional advisor of the Board as well as the educational leader of the school system. He/She or a designated representative may actively participate in the negotiations process.

(F) Recognition of the Association President

The Board recognizes the President of the Association as the spokesperson for the members of the bargaining unit. The designated representative shall be consulted on all matters relating to the negotiated contract and other issues of mutual concern.

(G) Membership in Professional Organizations

Both parties recognize that certified personnel have the right to join any organization for their professional and/or economic improvement and that membership in any organization shall not be required as a condition of employment.

#### 1.02 Scope of Negotiations

(A) The parties recognize and agree that not all matters relative to the conduct of the New Miami Public School and its employees are appropriate matters for professional negotiations between the parties. Therefore, the scope of negotiations shall be limited to salaries, fringe benefits, and terms and conditions of employment of the members of the bargaining unit.

### 1.03 Negotiations Procedure

#### (A) Directing Requests

Requests in writing for negotiating meetings from the Association will be made directly to the Superintendent and the Board. Requests in writing from the Superintendent or the Board or their representative will be made to the President of the Association. Such requests will be made not more than ninety (90) days prior to the expiration of this contract or the reopener contained herein. The requesting party shall also serve a copy of the request to open bargaining upon the State Employment Relations Board (SERB). A list of negotiation items will also be presented with this request.

#### (B) Negotiation Meetings

- (1) An agreement shall be reached by the parties within five days of the request as to the time and place of the meeting which shall not adjourn until a time and place has been established for the next session.
- (2) The initial bargaining session and all succeeding sessions shall not adjourn until a time and place has been established for the next session.
- (3) Negotiation meetings shall be in executive session unless otherwise agreed to by both parties.

#### (C) Negotiation Representatives

- (1) The parties or their designated representatives shall meet to negotiate and make every effort to reach a mutual agreement in a reasonable amount of time.
- (2) The negotiations team(s) will consist of three members plus two consultant/observers. Neither party shall have any control over the selection of the negotiating representatives of the other.
- (3) While no final agreement shall be executed without ratification by the Board and the Association, the parties mutually agree and pledge that their representative will be clothed with all necessary power and authority to make proposals, to make concessions in the course of negotiations, and to come to tentative agreement.
- (4) The parties may appoint joint ad hoc committees to research, study, and develop projects, reports, and programs, and to make recommendations on matters under consideration. The reasonable costs for such committees shall be borne equally by the Board and the Association if approved by both parties.

The parties or their designated representatives shall meet to negotiate and make every effort to reach a mutual agreement in a reasonable

amount of time. Neither party shall have any control over the selection of the negotiating representatives of the other.

(D) Information

The Board and the Superintendent agree to make available to the Association negotiations committee, upon request and in reasonable time prior to and during negotiations, all available information concerning financial resources of the district and such other information as will assist the Association in development of intelligent, accurate, and constructive programs on behalf of the members, the students, and the educational program. The Association agrees to furnish all available information on its proposals to the Board's negotiation representatives to support the development of sound programs for the school district.

(E) While Negotiations are in Progress

- (1) Recesses - The chairperson of either group may recess his/her group for independent caucus at any time. Caucuses shall be of reasonable length, not to exceed thirty minutes. If agreement cannot be reached in that time, a recess is in order.
- (2) Protocol - No action to coerce or censure or penalize any negotiating participant shall be made or implied by any other member as a result of participation in the negotiations process.
- (3) Item Agreement - As negotiations items receive tentative agreement, they shall be reduced to writing and dated and initialized by each party and be used only by negotiating parties during negotiations.
- (4) News Releases - No news releases may be made to the media available to general public, which includes radio, television, and newspapers, during the negotiations unless submitted in writing to and approved by the representatives of both parties.

1.04 Agreement

- (A) When an agreement has been reached through negotiations, the outcome, including the dates of implementation, shall be reduced to writing, signed and dated by both parties and submitted to the Association and the Board.
- (B) Following ratification by the Association, the Board shall take action to adopt or reject the agreement at the next regularly scheduled Board meeting and make it a part of the minutes.

1.05 Reopener Provisions

- (A) If mutually agreed to by the parties, this contract or any part thereof may be renegotiated prior to the termination of the effective date of same. Negotiations

shall begin within thirty (30) days of the agreement to renegotiate in accordance with the procedures in this Article.

#### 1.06 Contrary to Law Provisions

- (A) If any provisions of this contract shall be found to be contrary to law, by a court of competent jurisdiction, then that provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect for the term of the contract.
- (B) Any section of the contract found to be unlawful shall be renegotiated by the parties. Negotiations on such a section only shall commence within fifteen (15) days of the determination that the provision is unlawful. Negotiations shall conform with the procedure outlined in this document.

#### 1.07 Definitions - for the purpose of this contract, the following definitions shall apply:

- (A) Seniority shall mean the length of continuous service in the district. A member's seniority shall be computed from the most recent date he/she was hired by the Board as shown in its official minutes. Continuous service shall not be deemed interrupted by a period of discontinuance of active employment, when such period is followed by a return to active employment and the discontinuance is due to (1) Board-approved leave, (2) disability leave as described under STRS or SERS disability retirement, (3) military leave, or (4) reduction in force up to twenty-four months. Service credit shall continue to accrue during military leave only. Ties in seniority shall be resolved by the flip of a coin.
- (B) Days shall mean work days, but not calamity days, or Monday through Friday during the period after the last day of the regular school year and before the first day of the next regular school year.
- (C) Member or Teacher shall mean any person in the bargaining unit as defined in 1.01 A.
- (D) Parties shall mean the Association and the Board.
- (E) Individual/Small Group Instructor shall mean an LD instructor employed to augment, not replace, an existing LD classroom unit.
- (F) Paraprofessional shall mean those employees who aid and assist the classroom teacher with the instructional program and/or perform instructional services directly with the students under the job description teacher aide, teacher helper, and/or Study Hall/Alternative Education Experience Supervisor. These persons must have training as provided by the district as an educational aide and qualify for an educational aide permit. Present employees who are employed as teacher aides or teacher helpers are grandfathered in the above definition of paraprofessional.

## ARTICLE II: GRIEVANCE PROCEDURE

### 2.01 Grievance Policy

The Board recognizes that in the interest of effective personnel management, a procedure is necessary whereby its employees can be assured of a prompt, impartial, and fair hearing on their grievances.

Such procedures shall be available to all members and no reprisals of any kind shall be taken against any member initiating or participating in the grievance procedure.

### 2.02 Purpose and Objectives

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

### 2.03 Grievance Defined

A grievance is an allegation by a member or the Association of a violation, misinterpretation, and/or misapplication of a term or provision of this agreement by the Board or one or more of its administrative or supervisory employees. Administrative actions and Board policies are not grievable unless they are in conflict with this Master Contract.

### 2.04 General Provisions

- (A) A individual grievance may be initiated only by the person affected by the alleged violation, misinterpretation, and/or misapplication.
- (B) A group grievance may be initiated only by the Association and must allege a violation, misinterpretation, and/or misapplication that affects two (2) or more members.
- (C) An alleged violation shall be first discussed informally with the appropriate administrator prior to initiation of the grievance procedure.
- (D) A grievance shall be reduced to writing using the adopted grievance form (Appendix C) and include:
  - (1) a statement of the grievance, citing the articles, sections, and/or subsections of this contract which are alleged to be violated, misinterpreted, and/or misapplied;
  - (2) the relief sought;
  - (3) date of initiating the procedure.

- (E) The Association shall be available to assist any member in preparing the proper and complete information necessary to expedite the procedure.
- (F) A representative of choice may be used by all or any party involved in the grievance procedure all levels. If the representative for the member is an organizational representative it shall be only official representatives of the Association.
- (G) Time limits given shall be considered as maximum, unless otherwise extended by mutual written agreement by the parties involved.
- (H) Failure of the grievant to proceed within the specified time limits to the next level of the procedure shall mean the grievance has been resolved by the recommendations stated in the previous level.
- (I) Failure of the administration to respond in the time limit stated shall mean the grievance automatically proceeds to the next level.
- (J) A grievance may be initiated at Level II when it has been determined by the building principal that the subject is not within his/her realm of responsibility or control.
- (K) Resolution of a grievance at any level shall apply to the stated grievance only and shall in no way infringe on the statutory rights, obligations, or other policies of the Board.
- (L) Nothing contained in this procedure shall be construed as limiting the individual rights of a member, having a complaint or problem, to discuss the matter informally with members of the administration through normal channels of communication. However, any settlement of any complaint or problem must be consistent with this contract and its provisions.
- (M) A grievance may be withdrawn at any level without prejudice or record.
- (N) No record, document or communication concerning a grievance shall be placed in the personal file of any participant(s) involved in the procedure herein described, unless the grievance concerns disciplinary action which is upheld.

## 2.05 Procedure

### (A) Level I - Administration

A copy of the written grievance shall be submitted to the grievant's immediate administrator within twenty (20) days of becoming aware of the grounds for the grievance.

A meeting shall be mutually agreed upon between the grievant and the administrator within five (5) days of the filing of the grievance. Either the grievant or the administrator may have present such people who may provide

information related to the grievance. Discussion at this meeting shall be confined to the issues as stated in the grievance and the relief sought.

Within five (5) days of the meeting, the administrator shall provide the grievant with a written response stating his/her position and suggestion for resolving the grievance. A copy of the administrator's response shall be sent to the Association.

(B) Level II - Superintendent

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

The meeting shall be within five (5) days of the request.

The meeting shall be conducted in a manner as stated in Level I.

Within five (5) days of the meeting, the Superintendent shall provide the grievant with a written response stating his/her position and suggestion for resolving the grievance. A copy of the response shall be sent to the Association.

(C) Level III - Arbitration

If the grievance has not been satisfactorily resolved at Level II, the Association may, within ten (10) days of the Level II decision, demand arbitration under the voluntary arbitration rules of the American Arbitration Association. The cost of the services of the arbitrator including per diem expenses, if any, and the actual and necessary travel and subsistence expenses shall be borne equally by the Board and the Association.

The arbitrator shall not have the power to add to, subtract from or modify this contract. When issued in accordance with these procedures, the opinion and award of the arbitrator shall be final and binding upon all parties.

**ARTICLE III: ASSOCIATION RIGHTS**

3.01 There will be no reprisals of any kind taken against any member by reason of his/her membership in the Association or participation in any of its legal activities.

3.02 If negotiations meetings or negotiations related activities, such as impasse panel hearings between the Board and the Association, are scheduled during a school day, the members of the Association Negotiating Team will be relieved of all regular duties in order to permit their participation in such meetings, provided, however, that the number of Association members participating at any one time shall be limited to two and the Association will pay for the substitute member for the period of time.

- 3.03 In order for the Association to administer this Agreement properly for the benefit of the members and the welfare of the school system and to otherwise properly represent the members of the negotiating unit, the representatives of the Association will have access to all school buildings and to all members, provided that the exercise of this right does not interfere with the educational program. Association business must be conducted outside the hours of instruction.
- 3.04 The Board will, upon request, provide the Association with any documents and/or data which will assist it in developing intelligent, accurate, informed and constructive programs on behalf of the members and their students, together with any other available information which may be necessary for the Association to formulate programs or process grievances under this Agreement.
- 3.05 The Association will be provided with copies of minutes of official Board meetings and all other documents related to matters set forth in Section 3.04 above that are distributed to Board members at official meetings as soon as possible after such meetings.
- 3.06 (A) The Association will have the right to use school buildings without cost at reasonable times for meetings. Request for the use of such buildings will be made through the building principal.
- (B) There will be one (1) bulletin board of appropriate size for partial use of the Association in the faculty lounge in each school building for the purpose of displaying notices, circulars, and other such material.
- (C) The Association will have the right to use the inter-school mail system to distribute material of the type described above and the use of office equipment (this does not include school supplies).
- (D) Association Office Space Agreement - The Board and the Association agree that adequate physical space be set aside to accommodate the office equipment needs of the Association.
- 3.07 The Board agrees to deduct from the salaries of the members, dues, assessments, and any other agreed upon deductions, for the Association and to transmit the monies promptly to such organization or organizations.
- 3.08 A member of the Association, when chosen by the Association to act as their delegate, will be granted no more than a total of three (3) days to attend such meetings.
- 3.09 The Association President or his/her designee may purchase additional release time for Association business through the payment of his/her substitute's salary.
- 3.10 Fair Share Fee
- (A) Payroll Deduction of Fair Share Fee - The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members

of the NMEA, a fair share fee for the Association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

- (B) Notification of the Amount of Fair Share Fee - Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.
- (C) Schedule of Fair Share Fee Deductions
  - (1) All fair share fee payers - payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for bargaining unit members employed after December 31 until the second paycheck, which period shall be the required probationary period of newly-employed bargaining unit members.
  - (2) Upon termination of membership during the membership year - the Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.
- (D) Transmittal of Deductions - The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amount deducted for each.
- (E) Procedure for Rebate - The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable State and Federal Laws and the Constitutions of the United States and the State of Ohio.
- (F) Entitlement to Rebate - Upon timely demand, nonmembers may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
- (G) Indemnification of Employer - The Association, on behalf of itself and the OEA and NEA, agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

- (1) The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for indemnification may be claimed;
- (2) The Association shall reserve the right to designate counsel to represent and defend the employer;
- (3) The Board agrees to (1) give full and complete cooperation and assistance to the Association and its council at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
- (4) The Board acted in good faith compliance with the fair share fee provision of this agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

#### **ARTICLE IV: COORDINATING COUNCIL AND COMMUNICATION COMMITTEES**

4.01 The NMEA and the Board agree that a coordinating council shall be established to facilitate communication between members and administration. Through the existence of this council and its separate building branches, an opportunity will be provided for the sharing of ideas and concerns between administrators and staff. These concerns may include, but are not limited to, policy and program decisions, problems of professional performance, and concerns that would affect the welfare of the New Miami Local School District.

- (A) This council will consist of the chairperson of each building communication committee, the Association President, the building principals, and the Superintendent.
- (B) The Association President will appoint a chairperson and a recorder for this council. The Coordinating Council will meet within the first month of each school year and as needed thereafter. The council will also meet as needed upon request from one of the building committee chairpersons. A meeting of this council may include representatives from some or all building committees as needed. The Association President and the Superintendent shall always be present at a meeting of this council. Any faculty member may be invited to attend if necessary. Members of the Board shall be welcome to attend all meetings.
- (C) The chairperson will be responsible for preparing the agenda and conducting the meetings. He/She will submit a written report of each meeting to the executive committee. The recorder will prepare minutes of each meeting and distribute them to all Board members, administrators, and all members of the instructional staff.

- (D) It should be understood that this council is not a bargaining agent for any individual or group, but a two-way instrument of communication for both problems that arise and for planning of future improvements. Neither is it the "official" channel for a grievance procedure. The NMEA recognizes that all final decisions are the authority of the administration and the Board in compliance with the conditions established in our negotiated contract.

4.02 The coordinating council will be divided into three separate communication committees - one each in the elementary, middle, and high school buildings.

- (A) These committees shall consist of the building principal and instructional personnel representative of the total staff. NMEA members will be designated by the Association President.

- (B) Each committee will elect a chairperson responsible for calling the meetings, preparing the agenda, and conducting meetings. The chairperson will appoint a recorder to prepare minutes of each meeting and distribute copies to the building principal, the Association President, and members of the instructional staff of that building.

- (1) Items to be placed on the agenda should be brought, by a member or an administrator, to the attention of the chairperson at least three (3) days prior to the meeting date.

- (2) If an item is of an "unofficial" grievance nature, it must have been brought to the attention of the building principal first, before it can be placed on the agenda.

- (3) The agenda must be distributed to all members of the communication committee at least one day before the meeting.

- (C) The committees shall meet as needed. Dates of these meetings will be designated and publicized by the chairperson after consulting with the building principal.

- (D) Other faculty members, including the Superintendent or the Association President, may be permitted to attend meetings of these committees if requested by the chairperson.

- (E) Items from these building meetings may be referred to part of or the entire coordinating council if the situation calls for that or if no satisfaction can be reached at the building level.

- (F) These meetings shall be conducted in a professional manner. No reprisals of any kind shall be taken against any member initiating or participating in committee action.

- (G) These committees and council shall not be considered for use by only the Association members.

## ARTICLE V: EVALUATION PROCEDURE

### 5.01 Philosophy and Scope of Evaluation

Evaluation of teaching effectiveness and related activities shall be the responsibility of the principal in consultation with the Superintendent. The Superintendent shall make recommendations concerning reappointment and/or contract termination to the Board. The evaluation procedure should be a positive, systemic, ongoing process which attempts to assess the individual's progress toward meeting identified criteria consistent with the philosophy, goals and objectives of the school district. The purpose of this process is: 1) to identify and strengthen the positive areas of staff performance and 2) to identify deficiencies of staff performance and design strategies to improve them. The evaluation procedure should guarantee due process.

The evaluation process shall consist of one (1) evaluation, supported by at least (1) one planned classroom observation and at least one (1) unannounced classroom observation. Informal observations may also be completed periodically by the administration. Informal observations have no minimum duration and may or may not be announced. Informal observation reports may be placed in a teacher's personnel file provided the teacher is given a copy of the informal observation reports prior to placement in their personnel file. A teacher's evaluation, through domain #4, may incorporate aspects of his/her teaching assignment not observed in the classroom.

### 5.02 Authorities

The Evaluation Form and Observation Form appear as Appendix B of this contract. The procedures which follow in Section 7.03 along with Appendix B shall entirely supersede all procedures and requirements set forth in O.R.C. Section 3319.111.

### 5.03 Procedures

#### (A) Notification

Before October 1 written notice shall be given by the building principal to all professional staff members being evaluated during the current year.

#### (B) Goals and Job Targets

Before November 1, the principal shall meet with each staff member being evaluated. During this initial conference, the principal and staff member will review the district evaluation instruments, set goals and job targets, and adopt a schedule for a planned classroom observation. At least one observation must be planned, either at this meeting or at least one week in advance of the observation. All classroom observations of a member shall be conducted with the knowledge of the member.

(C) Staff Evaluation Schedule

- (1) All professional staff members new to the district, regardless of past experience, will be evaluated during the first year of employment.
- (2) All professional staff members on limited contracts will be evaluated at least in the final year of the contract period.
- (3) All professional staff members on continuing contracts will be evaluated once every three years unless a documented performance deficiency is noted by the administrator. Alternatively, a member may elect to follow a professional growth plan pursuant to Appendix B.
- (4) An administrator or staff member may initiate the evaluation procedure at any time during a contract period.

(D) Evaluator

The building principal, Superintendent, or appropriately certificated designee will be the evaluator for the New Miami Local School District. The evaluator must have the qualifications set forth in O.R.C. 3319.111(A).

(E) Duration and Documentation of Observations

Each classroom observation shall be made for a minimum of thirty (30) consecutive minutes and documented by the completed Observation Form.

(F) Timing of Observations

One planned classroom observation and post-observation conference between the evaluator and staff member shall be held before the winter break. One observation and post-observation shall be held before the last full week of March. Each post-observation conference shall be held within one week following the classroom observation at a mutually agreeable time, unless otherwise agreed by the parties.

(G) Post-Observation Conference

Informal classroom observations shall be followed by an observation conference between the observer and member within a reasonable time after the observations if deficiencies have been noted. During the conference, areas of concern shall be discussed, suggestions for improvement made, and positive and negative points noted.

(H) Observation Results

Each member shall receive a copy of the Observation Form for each class period observed at or before the observation conference.

(I) Identification of Professional Difficulties and Assistance

A principal and/or Superintendent may identify a member who is having professional difficulties with classroom management, instructional skills, or teaching effectiveness with students, and shall identify specific deficiencies and in that regard shall offer specific suggestions to guide the member toward the solution of the professional difficulty. Such suggestions may include but are not limited to:

- (1) Demonstration in an actual classroom situation.
- (2) Direction of the member toward a model for emulation, allowing opportunities for observations.
- (3) Initiation of conferences between evaluator, observer(s), member, and appropriate director(s) of instruction, to develop plans directed toward improvement of classroom performance.
- (4) Guidance of the member toward workshops.
- (5) Observation by the observers to note the day-to-day lessons and their interrelationships as well as the progress of the member.
- (6) Professional consultant to work with the member.

(J) Documentation of Evaluation

Each member shall receive an Evaluation Form completed by the evaluator before April 15<sup>th</sup>. However, if a member is absent for more than two (2) days during the first two weeks of April, the deadline may be extended until April 20<sup>th</sup>.

- (K) The principal shall enter such comments as he/she may deem appropriate as to the ability and/or willingness of the member to respond and improve, as he/she may observe, on the written evaluation record.

(L) Right to Rebuttal and Right to Copies of Forms

The observation reports and evaluation form shall be completed and placed in the member's personnel file located in the district's central office. The member may attach his/her response to each evaluation. The member shall be provided with a copy of each observation report and evaluation form.

## ARTICLE VI: FAIR DISMISSAL POLICY

- 6.01 The Association and the Board agree that a recommendation by the building principal to the Superintendent or by the Superintendent to the Board, for the nonrenewal of a member's regular limited contract shall take into account the member's ability or lack thereof, and the degree of professional competency of the member, or the lack thereof. One of the functions of the formal evaluation procedure is to measure each member's ability and professional competency; another function of such procedure is to apprise the member thereof.
- 6.02 A full written record of evaluation of a member's professional service shall be maintained in accordance with the evaluation procedure by each building principal, and such written record shall be completed prior to the recommendation by the building principal to the Superintendent for the nonrenewal of a member's regular limited contract. Copies of such information shall be made available by the administration to the member upon written request (Appendix E).
- 6.03 The building principal shall make a recommendation to the Superintendent for the nonrenewal of a member's regular limited contract only upon such reasons as may appear in the written record of evaluation maintained in accordance with the evaluation procedure.
- (A) Prior to making such recommendation to the Superintendent, the building principal shall apprise the member involved of his/her intent to do so in writing no later than April 1.
  - (B) The principal shall apprise the member at the earliest possible date during the evaluation period of unsatisfactory professional performance, so that the member may have as much opportunity as possible to improve and correct deficiencies.
- 6.04 If the Superintendent is disposed to recommend the nonrenewal of a member's regular limited contract to the Board notwithstanding a contrary recommendation received by him/her from the member's building principal, he/she shall apprise the member involved of his/her intent to do so at the earliest possible date after the receipt of such recommendation by his/her from the building principal, and prior to this/her formal negative recommendation to the Board, and shall afford the member involved the opportunity for a private and informal conference with him/her to discuss the subject prior to his/her making such negative recommendation to the Board.
- (A) In the event that his/her reasons for making such negative recommendation are not disclosed by the written evaluation record, he/she shall add such reasons to such written evaluation record prior to making such negative recommendation to the Board, and shall furnish the member involved with a copy thereof prior to transmitting such negative recommendation to the Board and in such event the member shall be permitted to submit such material as he/she may deem appropriate to the Board in writing.

6.05 If the Board is disposed not to renew a member's regular limited contract in spite of a contrary recommendation from the Superintendent, it shall notify the member of such intention and, on written request by the member, afford such member an opportunity to be heard before at least a majority of the Board in executive session prior to taking formal action on the recommendation of the Superintendent.

(A) The member may be accompanied by a representative of the Association, if the member so desires.

(B) The Board shall not decline to renew a member's regular limited contract contrary to the recommendation of the Superintendent without apprising the member involved of its reasons therefore in executive session, unless the member involved fails to request an opportunity to be heard by the Board upon reasonable notice to the member prior to such formal action.

6.06 The member shall have the right to challenge contract nonrenewal through the grievance procedure only, commencing at Step III. An arbitrator shall be limited to a determination of:

1) procedural errors in the evaluation;

2) procedural errors in the fair dismissal policy (Article VI) of this Master Contract.

The arbitrator may order reemployment of a member when the member has been prejudiced by Board errors in following the procedural requirements for evaluation or fair dismissal. The arbitrator shall order reemployment of a member where the Board has not given a member written notice on or before April 30 of its intention to not reemploy the member.

6.07 This Article entirely replaces and supersedes Section 3319.11 ORC.

## **ARTICLE VII: INDIVIDUAL CONTRACTS**

7.01 The individual contracts and/or salary notices shall include the following:

(A) Name of employee.

(B) Type of contract: Limited, Continuing, Supplemental, Extended Service.

(C) Length of the contract (see 7.02).

(D) Period of time which the contract covers.

(E) Salary.

(F) Position to which member is assigned.

7.02 Limited teaching contracts shall be granted on the following schedule:

- (A) Each new employee may be granted up to three (3) one-year contracts.
- (B) Following a third one-year contract, if the Board elects to renew an employee, an employee will be granted a three-year contract. However, the Board of Education reserves the right to award a one year limited contract to any teacher upon the completion of three (3) one year contracts. The awarding of a one year limited contract under this provision shall only be based upon the teacher's unsatisfactory performance evaluations. If the teacher is renewed at the end of this one-year limited contract, the teacher shall be granted a three-year contract unless the teacher is eligible for a continuing contract.

7.03 Continuing Contract Notification

A teacher shall be eligible for continuing contract status in accordance with Ohio Revised Code Section 3319.11, provided, however, that no teacher shall be deemed eligible to be considered for a continuing contract nor be deemed employed on a continuing contract by operation of law unless the teacher, no later than October 15 of the school year in which the teacher's employment contract is to expire, files with the New Miami Superintendent or his/her designee, a letter of intent that the teacher will meet all legal qualifications of a continuing contract prior to receipt of a new contract for the following year. By September 15 of each school year a notice shall be provided to teachers informing teachers of this requirement.

Failure to provide written notice of continuing contract eligibility by October 15 may result in the teacher receiving a one-year limited teaching contract. Such one year limited teaching contract shall be considered an extended limited contract in accordance with the provisions of Article VII, Section 7.04.

7.04 Extended Limited Contract Status

Teachers who have met all qualifications and contractual notification requirements for a continuing contract, but have not corrected deficiencies documented during the evaluation process shall be notified in writing of specific recommendations regarding any desired improvement and the means by which the teacher may obtain assistance in making such improvements by the Superintendent as confirmed by the Board on, or before, April 1. The teacher may be placed on an extended limited contract not to exceed two (2) years. If the teacher is reemployed at the end of the extended limited contract period, he/she shall be given a continuing contract.

#### **ARTICLE VIII: PERSONNEL FILE PROCEDURE**

8.01 The Association and the Board agree that a personnel file of all members shall be maintained in the office of the Board. This shall be considered a confidential file to the extent permitted by law and the only official file of recorded information of members maintained by the Board and the Administration from which records may be taken for disciplinary purposes.

8.02 All materials placed in the personnel file of instructional staff members shall include the following:

- (A) A dated stamp of the date the item was placed in the file.
- (B) Signature of the member of the instructional staff in whose file the entry is being made and signature of the Administrator placing information in the file.

8.03 Items that may be maintained in the personnel file of members shall be limited to:

- (A) Official transcripts of college work. It is the responsibility of the member to provide these to the Superintendent.
- (B) Copy(ies) of certification authorized by the State Department of Education. It is the responsibility of the member to provide these to the Superintendent.
- (C) All observation and evaluation records.
- (D) Record of initial employment from official Board minutes.
- (E) Records of employment including assigned duties, regular and supplemental, and years of service in the District.
- (F) Copies of contracts of employment with the local Board.
- (G) Documentation of commendation awards and honors.
- (H) Record of non-degree job-related seminars, workshops, classes taken for credit and non-credit.
- (I) Record of field-related community service.
- (J) Records of disciplinary action to the extent not overruled through the grievance procedure (see, Section 2.04 (N)).
- (K) Records of substantiated written complaints by students, other members, parents, and others (see, Section 8.06).
- (L) Records of investigations regarding any school related matter which result in civil liability for the district or civil or criminal liability for the member.

8.04 Individual members of the instructional staff shall have access to their official personal file upon request to the Superintendent or the Clerk of the Board. The file may be inspected by the member involved during office hours; such inspection shall be in the presence of a member of the Administrative Staff and an Association representative if so requested. Inspection shall include copies upon request.

8.05 Members will be informed of any material that is to be placed in the member's personnel file that is detrimental to the member. The member shall be given a copy

and have the opportunity to initial the document prior to the placement in their file. Initialing shall only mean the member has seen the material in question and does not mean concurrence with the contents. The member shall have the right to attach rebuttal to the material in question. Members will be informed of any complaint by a member of the community, parent and/or student which is directed toward them which will become a matter of record.

- 8.06 Material will be removed from their files by consent of the Superintendent or when a member's claim that it is inaccurate or unfair is sustained by the grievance procedure.

### **ARTICLE IX: REDUCTIONS IN STAFF POLICY**

- 9.01 Any reduction in staff should be made, if possible, through attrition resulting from resignations or retirement. If further reductions are considered necessary, this reduction in the professional staff shall be based on the following:

- (A) A substantial reduction in the funds available to the Board provided that such reduction cannot be avoided by the exercise of the Board's taxing or other fiscal powers;
- (B) A substantial reduction in pupil enrollment;
- (C) The discontinuance of a particular type of teaching service provided that such discontinuance is not for arbitrary or discriminatory reasons.

- 9.02 (A) In making such reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent who shall, within areas of certification, give preference first to members on continuing contracts and secondly to members on limited contracts by seniority. When reduction in staff involves members on limited contracts the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent who shall, within areas of certification, give preference to members on limited contracts who have greater seniority. The right of restoration shall so apply.

- (B) The reduction shall be accomplished in the following manner:
  - (1) The least senior person within the department or grade level to be reduced shall be notified that he/she is to be RIF'd from that position.
  - (2) The person so RIF'd may then bump the least senior person in a field for which he/she also has certification.

- (3) Where the member so RIF'd has two or more areas of certification, the member must choose the least senior person so affected. Each succeeding member may exercise these same rights.
- 9.03
  - (A) If there is a vacancy in a position, laid-off members who are certificated to perform the work in question will be recalled in seniority order.
  - (B) Notice of recall will be given by telegram or certified mail, return receipt requested, to the last address given to the Board by a member. A copy of the notice of recall will be given to the Association. If a member fails to respond within ten (10) days after receipt of the above notice of recall, he/she will be deemed to have refused the position offered.
  - (C) A member who is laid-off will remain on the recall list for twenty-four (24) months after the effective date of his/her layoff unless he/she:
    - (1) waives his/her recall rights in writing;
    - (2) resigns;
    - (3) fails to accept recall to the position that he/she held immediately prior to his/her layoff or to a substantially equivalent position; or
    - (4) fails to report to work in a position that he/she has accepted within ten (10) days after receipt of the notice of recall unless such employee is sick or injured. If a member has secured temporary employment elsewhere, he/she will be allowed a reasonable amount of additional time before being required to report for work.
  - (D) While on layoff, employees shall be permitted to continue their group insurance by paying premiums therefore in advance, as long as the laid-off employee remains unemployed. (Part-time employment will not be counted.)
- 9.04 A seniority list shall be prepared by March 1 each year. A copy shall be given to the Association each year.
- 9.05 All benefits to which a member was entitled at the time of his/her layoff, including unused accumulated sick leave and credits toward sabbatical eligibility, will be restored to his/her upon his/her return to active employment, and he/she will be placed on the proper step of the salary for his/her current position according to his/her experience and education. A member will not receive increment credit for time spent on layoff nor will such time count toward the fulfillment of time requirements for acquiring tenure.
- 9.06 When reduction is necessary, the Superintendent, under normal circumstances, shall give written notice of his/her intent to RIF to the Association and to the member(s) so affected ten (10) days prior to Board action. The Association and Superintendent shall confer as to the reasons for the reduction and to verify seniority status of the RIF'd member(s).

## **ARTICLE X: VACANCIES, PROMOTIONS AND TRANSFERS**

- 10.01 (A) During the period of May 15 through July 10, the Superintendent will post in each building a list of vacancies for the following school year. Members shall also be notified of vacancies via email. The posting shall contain the following information: date by which application must be submitted, certification required, building assignment and description of the position.
- (B) Vacancies which occur after the close of school in June through July 10 will be posted in all administration offices and shall be included with the employee's paychecks or shall be sent in a separate mailing.
- (C) A vacancy shall mean any position which has been vacated by a member whether by retirement, transfer, nonrenewal, termination, or resignation, or any new position created by the Board which the Board intends to fill.
- (D) Application for a vacancy must be in writing to the Superintendent and delivered by the end of the posting period.
- 10.02 Transfer shall be defined as a change of building, grade level, certification area, or assignment. An involuntary transfer is a transfer which is not willingly accepted by the employee.
- 10.03 Involuntary transfer(s) shall be avoided unless it is (they are) in the best interest of the district or the member(s) involved. Involuntary transfer shall be made only for a valid educational purpose. Involuntary transfers shall not be arbitrary and/or capricious.
- Before implementing an involuntary transfer, reasons for such transfer shall be given in writing to the employee involved and such reasons shall be specific.
- 10.04 Voluntary requests for transfer shall be honored unless by doing so it would result in a layoff of another staff person. Should two or more members apply for a voluntary transfer to the same position, seniority shall control, unless the Board specifically cites a valid educational purpose for not transferring the most senior employee to the position. The employee(s) not transferred to the position shall be so notified in writing and the Board shall provide in writing the educational reason(s) for placing a less senior individual in the position, including, but not limited to a specific explanation for why the person awarded the position is more highly qualified.
- 10.05 No voluntary or involuntary transfers shall be made if there is a person on the RIF list who has the necessary certification and would be prevented from returning to work by such transfers or if such transfer would result in a layoff of another member.
- 10.06 The purposes of these policy statements relative to professional staff selection are twofold:

- (A) To insure that the most highly qualified certificated personnel will be selected for any positions which may be open irrespective of religion, race, sex, age, or national origin, and
  - (B) To conform to all of the laws in effect which require equal employment opportunities.
- 10.07 Any member who shall be transferred to a supervisory or administrative position and shall later return to a bargaining unit member status shall be entitled to a preference for a job comparable to the job he/she left prior to such transfer to supervisory or executive status, provided that there is such a comparable job open.
- 10.08 Teachers shall, as a condition of continued employment, renew and maintain all state teacher licenses and/or certificates in effect at the time of the teacher's initial hire date or additional certificates and/or licenses obtained after his/her initial hiring by the New Miami Board of Education for ten (10) years.

#### **ARTICLE XI: ASSAULT LEAVE POLICY (PROTECTION OF TEACHERS)**

- 11.01 The administration recognizes its responsibility to give all reasonable support and assistance to members with respect to the maintenance of control and discipline in the classroom. It is the responsibility of the member to provide a classroom learning situation which provides an atmosphere for learning to take place. When it becomes apparent that a breakdown in classroom discipline is caused by a particular pupil who is disruptive in nature, it is the duty of the member and principal to find a reasonable solution to the problem. The rules and regulations governing discipline and procedures for student control shall be reviewed periodically by the faculty and administration of each building. Building code of conduct regarding discipline shall be presented to each member at the beginning of each school year.
- 11.02 Pursuant to 3319.143 of the Ohio Revised Code, a member who is physically or psychologically disabled as the result of an assault on him/her while the member is performing duties required by his/her contract with the Board and occurring on school premises or during a school-sponsored function and not caused by another employee of the District shall be entitled to assault leave. This leave will not be available to any employee who, without cause, deliberately provoked the assault which is the basis for said leave request. The member assaulted shall report the incident to the building administrator as soon as possible.
- (A) When such assault results in absence from duty for medical reasons, such absence shall be at no loss in pay and shall not be chargeable to any other leaves to a maximum of thirty (30) school days per member. In no event shall an employee receive more than his/her daily rate of pay from all sources, including Worker's Compensation, sick leave and assault leave, which he/she may be eligible to receive.
  - (B) Medical verification shall be furnished to the Superintendent or his/her designee for all such assault leave requests. The Board shall have the right to

require a medical examination by a physician of its choice. In such event the Board shall pay the full cost of the examination. In the case of a psychologically disabled member, verification must be by a licensed psychiatrist or psychologist.

- (C) A member on his/her own, or if requested by the Board, may file criminal actions against the person or persons assaulting him/her.
- (D) If court action results, the member shall be granted leave of his/her professional duties with no loss of pay for days in court or consultation as may be requested by counsel, the court, or law enforcement officers.
- (E) If subpoenaed to testify in the prosecution of said person or persons, a member shall receive his/her regular pay during that time he/she is absent from school for his/her court appearance.

### 11.03 Resolving Complaints Against Teachers

- (A) If a parent or other member of the public has a formal complaint against a member, the following procedure shall be followed:

At each step of the complaint procedure, the member shall be entitled to NMEA representation. Additionally, each step of the complaint procedure shall be scheduled at a time when all parties are available to be present for the duration of the meeting. The administration shall notify the member of all people who will be in attendance at the meeting. If any party to the procedure has to leave a meeting at any step of the complaint procedure, then the meeting shall be rescheduled for a time when all parties are present.

1. It is the responsibility of the building principal to discuss all complaints directed to him/her with the member. Complaints made directly to Board members or the Superintendent's office will be referred to the appropriate building principal. Upon receiving a formal complaint, the principal shall request that the complainant meet with the member. The member may choose to meet with the complainant alone or to have an administrator present. If the complainant refuses to meet with the member, then the principal shall serve as facilitator between the member, and the parent, and an NMEA officer or OEA representative shall be present for the meeting.
2. If the complainant is not satisfied with the results of that meeting, the complainant shall meet with the member and building principal. If the complainant refuses to meet with the member, then the principal shall serve as the facilitator between the member and the parent, and an NMEA officer or OEA representative shall be present for the meeting.
3. If the complainant is not satisfied with the results at the principal's level, the complaint shall be directed to the Superintendent. The Superintendent shall schedule a meeting with the complainant, member

and principal. If the complainant refuses to meet with the member, then the Superintendent shall serve as the facilitator between the member and the parent, and an NMEA officer or OEA representative shall be present for the meeting.

- (B) If, after following the above procedures, discipline is issued, then the member shall be given the opportunity to present any rebuttal documentation and have same attached to the record of discipline, meet with the Superintendent, and/or grieve the discipline through the grievance process under Article II of the Agreement.

## **ARTICLE XII: CHILD CARE LEAVE**

- 12.01 An employee will be granted a leave of absence without pay to care for a newborn child, an adopted or foster infant under two years of age, or a child for whom the adoptive agency requires full-time parental care. The leave must be applied for prior to childbirth. If the leave starts before January 1, the employee will be expected to return at the beginning of the next school year. If the leave starts after January 1, the employee may choose one of three options:
  - (A) Return at the beginning of the next school year.
  - (B) Return at the beginning of the second quarter or second semester of the next school year.
  - (C) Return at the beginning of the second school year after the year in which the leave has been granted.
- 12.02 After the leave the employee will return to the same teaching position if that position exists or, if it does not exist due to cuts in program or enrollment, another position for which the member is certified.
- 12.03 Employees on leave as of April 1, using option A or B above shall notify the Superintendent by that date of their intent to return or not to return at the beginning of the next school year. Notification must be given to the Superintendent by September 1 for those people planning to accept option B.
- 12.04 The Board recognizes that the granting of unpaid child care leave does not preclude an employee from also exercising statutory rights to sick leave in accordance with the statutory law of Ohio.
- 12.05 The employee on leave may exercise the option of maintaining group insurance coverages at the employee's expense during such leaves and if allowable by the insurers.

### **ARTICLE XIII: COURT LEAVE**

- 13.01 In case of absence from duty in response to a subpoena to a case in court or in an administrative hearing in which the employee is not a party, there shall be deducted from the salary of the employee the amount and only the amount of any witness fee or other compensation.
- 13.02 In accordance with statute, in the event a member is selected for jury duty, the Board shall pay the difference between the employee's regular compensation and the remuneration received for serving as a juror.

### **ARTICLE XIV: FAMILY LEAVE ACT**

- 14.01 In addition to the leaves of absence provided for by this contract, all bargaining unit members shall be guaranteed all rights and benefits of the Family and Medical Leave Act of 1993 (Public Law 103-3), as provided by Board of Education policy, which are separate from, and in addition to, the leaves provided for in this contract.
- 14.02 An employee utilizing family medical leave shall be required to contribute their portion of benefit cost which shall be made payable to the Treasurer in accordance with the Board policies. Additionally, any employee who utilizes family medical leave for a condition which would also qualify for the use of any other Board-paid leave, shall have that Board-paid leave run concurrent with the use of family medical leave.

### **ARTICLE XV: PERSONAL LEAVE DAYS**

- 15.01 The Board and the Association agree that the Board will grant three (3) personal leave days to all certified employees. Under unusual circumstances, additional days may be permitted with the approval of the Superintendent.
- 15.02 An employee requesting personal leave shall submit a request in writing forty-eight (48) hours in advance, unless in case of emergency.
- 15.03 Personal leave shall not be taken before or after a holiday unless emergency situations such as severe weather or transportation problems require the use of emergency personal leave. Personal leave shall not be taken the last week of the school year except by approval of the Superintendent.
- 15.04 Any personal leave which has not been used by a member at the end of the school year may be converted to the member's sick leave account.

### **ARTICLE XVI: PROFESSIONAL MEETINGS**

- 16.01 When it is evident that convention or conference attendance will contribute to the effectiveness of the instructional program, the Superintendent of schools, with

reasonable limitations as to time and number of individuals involved, may grant convention or conference leave.

- 16.02 Expenses of attendance at convention or conferences will be paid by the Board within the limitations of the amounts budgeted for such expenses. Expenses which will be reimbursed are limited to those allowed by state law.
- 16.03 Teachers attending conventions or conferences will be required to submit a short report highlighting the meetings attended so that the benefits may be shared with other staff members.

### **ARTICLE XVII: SICK LEAVE**

- 17.01 Each person who is employed by the New Miami Board of Education shall be entitled to sick leave with pay for each year under contract, which shall be credited at the rate of one and one-quarter (1-1/4) days per month (15 days per year), and is cumulative to a maximum of two hundred (200) sick leave days. Sick leave not in excess of two hundred (200) days earned in other Ohio school districts will be transferred with the employee upon accepting a position in the New Miami schools.
- 17.02 On reporting to duty, each employee shall be credited with five (5) days sick leave, as prescribed by Section 3319.141, Revised Code of Ohio, except where such five (5) days extend the total accumulated sick leave beyond two hundred (200) days, in which case, only such portion of this five (5) days shall be credited as is required to bring the total to two hundred (200) days, and/or maintain it at two hundred (200) for the first four (4) months. These five (5) days are construed as being concurrent with, but not in addition to, the one and one-quarter (1-1/4) days per month allowed under Section 143.29 ORC.
- 17.03 At the completion of the fifth (5th) month of service and the completion of each month of service thereafter, one and one-quarter (1-1/4) days of sick leave shall be credited to the sick leave account of the employee for the actual number of months of service rendered and for which the employee was paid; all employees with annual contracts to receive one and one-quarter (1-1/4) days per month on annual basis, except where such sick leave credit extends the accumulated total sick leave beyond two hundred (200) days, in which case it shall not be credited. Sick leave used during the month, if any, shall be deducted before determining whether or not the addition of the one and one-quarter (1-1/4) days will give a total accumulated leave in excess of two hundred (200) days, but such credit, if not used currently, may not be added in subsequent months.
- 17.04 The same monthly accrual of one and one-quarter (1-1/4) days per month shall continue during the use of sick leave, provided the employee has not been officially separated from the present payroll.
- 17.05 Sick leave shall be allowed all employees for periods not to exceed their accumulated sick leave account, but with the following guidelines:

- (A) Illness - for the duration of illness.
- (B) Injury - for the duration of injury.
- (C) Exposure to contagious disease - until quarantine is lifted or danger removed.
- (D) Death of a father, mother, spouse, offspring, or a relative who lives continuously with the employee.
- (E) Death of a sister, brother, aunt, uncle, grandparent, mother-in-law, father-in-law, or step-parent - up to five (5) days for such death. Additional days may be requested from the Superintendent.
- (F) Serious illness or other serious emergency in the employee's immediate household, parents or children living in separate household.
- (G) Pregnancy-related illness: normally an employee shall receive the use of six (6) weeks of paid sick leave for the medical condition resulting in the birth of a child. An employee may utilize additional sick leave with written verification from the employee's medical physician.
- (H) Foster placement or Adoption - up to six (6) weeks for a pre-school child.

17.06 The Treasurer shall include a report of the member's sick leave accumulation on each payroll check stub, with the accumulative one and one-quarter (1-1/4) days earned being reflected on the first paycheck of each month.

### **ARTICLE XVIII: SICK LEAVE BANK**

18.01 Sick leave bank shall be created to provide for additional days of sick leave for members of the bargaining unit represented by the New Miami Education Association. Between September 1 and October 1 of each school year each member in the bargaining unit shall be given the opportunity to donate up to five (5) days of his/her personal sick leave accumulation to the sick leave bank. All donations shall be made by completing the sick leave donation form. Deductions from an employee's accumulated sick leave shall occur and appear on the pay stub the second pay in October.

18.02 A sick leave bank oversight committee shall be responsible for handling all transactions related to the operation of said sick leave bank. The committee shall consist of five representatives appointed by the New Miami Education Association President, one of which shall be the school nurse. The duties of the oversight committee shall include the following:

- (A) Distribution and collection of the sick leave bank donation forms each school year during the month of September;

- (B) Recording of all donations and submission of a list of all donations to the Board Treasurer's office;
- (C) Processing of all requests for use of days in the sick leave bank (receipt of requests, notification of Board Treasurer's office, etc.);
- (D) Monitoring of all usage of days from the sick leave bank;
- (E) Solicitation of additional donations when the sick leave bank is nearing depletion.

The sick leave oversight committee shall perform its duties in a manner which respects the confidentiality of donors to and recipients from the sick leave bank.

18.03 A member must meet all of the following requirements:

- (A) The member's personal sick leave accumulations must be exhausted;
- (B) The need for additional sick leave must be based upon a catastrophic illness, injury, and/or surgery, but shall not include use for normal pregnancy;
- (C) A physician must verify the member's need to be off work.

18.04 Members who wish to request days from the sick leave bank shall submit a written application to the oversight committee. The application shall indicate the date on which the member's personal sick leave accumulation will be exhausted, the reason why the member must be off work, and the number of days up to thirty (30) requested from the sick leave bank. The application must be accompanied by the required physician's statement. A member may make further requests for withdrawals from the sick leave bank in increments of thirty (30) days. The discretion to approve additional withdrawals from the sick leave bank rests with the oversight committee. Sick leave days will not be granted for days beyond the end of the school year. A member, however, may make application for withdrawals from the sick leave bank to commence at the beginning of the next contract year. A member who has applied for and been recommended by STRS physician(s) for disability retirement may not apply for days from the sick leave bank so that he/she may extend the date on which he/she will begin his/her STRS disability retirement. However, if a member's disability is denied by the STRS board, a member may apply for withdrawals from the sick leave bank.

18.05 Whenever the number of days available in the sick leave bank totals thirty (30) days or less, the oversight committee shall solicit donations of additional days from all bargaining unit members.

18.06 All days accumulated in the sick leave bank and not used during a given school year shall be carried over to the next school year.

## **ARTICLE XIX: CONSOLIDATION OF THE SCHOOL DISTRICT**

- 19.01 Prior to any action by the Board of Education or any commitments having been made to the county office, any community, or the State Department of Education that the New Miami School District, or any portion thereof, be merged, absorbed, transferred to or consolidated with any other school district(s) or become part of any new school district, the Superintendent will meet with the New Miami Education Association to discuss the details of such consolidation and the impact on the members of the bargaining unit.
- 19.02 The Board shall not enter into any agreement concerning consolidation, merger, absorption without providing for the administration and the Association to enter into negotiations with the administration and Association of the other district(s) as to the affect of said merger and to mutually devise a plan for the districts(s).

## **ARTICLE XX: COURSE OF STUDY DEVELOPMENT AND TEXTBOOK SELECTION**

- 20.01 The Superintendent and/or designee shall undertake the study and develop proposals relating to the adoption or modification of the graded course of study. In this regard, the Superintendent and/or designee will solicit the assistance of the staff. No professional staff member shall be required to serve on such committee. All such work conducted outside the regular school day shall be posted and shall be reimbursed the rate established for hourly pay per Section 32.04.
- 20.02 Recognizing the statutory responsibility of the Board for the selection of textbooks, the Superintendent shall solicit the assistance of the staff in developing recommendations to the Board for textbook adoption.
- 20.03 When deemed appropriate, new textbooks and/or programs will be incorporated into the school system. All members who will be working with the new textbooks and/or programs will receive adequate in-service training and preparation in the use and application of the textbooks and supplemental materials.

## **ARTICLE XXI: LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

- 21.01 A Local Professional Development Committee shall consist of four teachers (two elementary and two secondary) and three administrators.
- 21.02 Compensation shall be at the rate established in paragraph 32.04 of the negotiated Master Contract.
- 21.03 No work of the committee, its implementation or requirements of the Local Professional Development committee process shall be reflected in the negotiated evaluation procedure.

- 21.04 The LPDC shall not be responsible for approving and/or denying tuition reimbursement to members.

## **ARTICLE XXII: POLICIES AND PROCEDURES HANDBOOK**

- 22.01 The Association and the Board agree that all school policies and negotiated agreements be compiled and mimeographed in a booklet and placed online for members in the District. Copies shall be located in building libraries and in the office of building principals.

## **ARTICLE XXIII: PROVISIONS AFFECTING SPECIAL NEEDS STUDENTS**

### 23.01 Definition of Terms

- (A) An IEP shall refer to a student's individualized education program.
- (B) Identified Students or Students with Special Needs shall mean those students who have special needs which are addressed on an IEP.
- (C) The IEP Team or Team shall refer to a team composed of one (1) or both of the child's parents or guardians; the child's teacher(s); the child (if appropriate); a representative of the public agency, other than the child's teacher, who is qualified to provide or supervise the provision of special education; and other individuals at the discretion of the parent or agency.

### 23.02 Least Restrictive Environments for Meeting the Needs of Identified Students

The parties agree that the following steps shall be taken in implementing the concept of the least restrictive environment for each identified student.

- (A) For purposes of definition only in this Agreement the least restrictive environment (LRE) as defined by federal law as published in the Federal Register under 300.500(b) states:

"Each public agency shall ensure:

- (1) That to the maximum extent appropriate, children with disabilities, including children in private and public institutions or other care facilities, are educated with children who are non-disabled; and
- (2) That special classes, separate schooling or other removal of children with disabilities from the regular educational environment occurs only when the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily."

- (B) The regular classroom teacher of the special needs student will be provided the opportunity to offer direct input into the student's individualized education program (IEP). Any teacher who expresses a desire to participate in an IEP meeting shall be included in such meeting and released time shall be provided, if necessary.
- (C) The classroom teacher, or any teacher involved in the child's education program, shall be notified of such student's status and he/she shall receive a copy of the IEP. Any such teacher can request a team meeting at any time to review the needs, supports, and services of a student. The degree of support and services and the environment in which services will be provided is a team decision and part of the IEP which is a legal document based on the student's needs.
- (D) Building level LRE Committees shall be established, with voluntary representation from the different grade levels and/or departments, to develop a plan to be recommended to the principal for serving children with disabilities within the building.
- (E) One (1) Thursday student early release in-service per month will be scheduled in each building for the LRE Committee to plan and collaborate.
- (F) The building LRE Committee shall seek input from and communicate with administrators and bargaining unit members affected by the LRE plan in the building.
- (G) The LRE Committee will address problems or concerns with the implementation of the plan within the building. If concerns or problems cannot be resolved by this process, then such concerns may be reviewed by a joint committee of three (3) Association representatives (appointed by the President) and two (2) administrators (appointed by the Superintendent). Said committee will make a reasonable attempt to mediate the concern(s).

### 23.03 Students with Severe or High Needs

If an identified student at the elementary level is determined by the IEP team and the Director of Special Education to be a student with severe or high needs, the class size limit for the class in which the student is enrolled shall remain below or at the optimum of twenty-five (25) until all other classrooms reach the optimum limit of twenty-five (25). Once the optimum is reached in all classrooms, the classroom in which the student with severe or high needs is enrolled will be the last classroom to receive an additional student(s). Any child enrolled in a classroom will not be removed due to newly enrolled or newly identified special needs students.

23.04 Release Time

- (A) Release time will be given to special education teachers for IEP preparation. One (1) day will be given for the preparation of one (1) to twelve (12) IEPs. Two (2) days will be given for the preparation of over twelve (12) IEP's.
- (B) One (1) or more day or days of release time may be provided so that the special educators in each building can meet with each other to match student needs with services and to schedule the students in the least restrictive environment.
- (C) Release time will not be counted against professional leave.

23.05 Medical Support Services and Procedures

- (A) When specialized medical services are required for a student, the Board will assign an educational assistant or a school nurse to perform said medical services. Said educational assistant will be trained by the school nurse.
- (B) Except for school nurses, or their trained representative(s) or designee(s), bargaining unit members shall not be custodians of medication, nor shall they be required to dispense medication to students or handle bodily fluids.
- (C) Except for school nurses or their assigned representatives, bargaining unit members shall not be required to perform complex, specialized medical procedures, such as giving students injections, inserting catheters or feeding tubes, or aspirating airways.

**ARTICLE XXIV: RETIRED TEACHERS RETURN TO SERVICE**

If the Board of Education elects to employ individuals who have retired and are receiving benefits through the State Teachers Retirement System, the conditions set forth in this Article shall apply to the employment of these individuals.

- 24.01 The Board shall grant a minimum of five (5) years of experience and may grant up to ten (10) years of experience for prior service credit and shall grant all training experience on the salary schedule.
- 24.02 Individuals employed pursuant to this provision shall not be eligible for health insurance plans offered by the Board of Education and shall not seek inclusion in the health insurance plans offered by the Board of Education, except as noted in Section 24.03 below.
- 24.03 The Board of Education shall pay the employee's cost of health, prescription, vision, and/or dental insurance plans through STRS for those employees and families eligible for such insurance at the same percentage rate currently

established for all other employees. The employee shall choose the plan that best fits his/her needs. In the event that an employee is not eligible for health, prescription, vision, and/or dental insurance through STRS, the employee may elect to participate in the Board of Education health insurance plans and the Board of Education shall provide for all the health, prescription, vision, and/or dental insurance plans elected that are provided in Article XXVIII.

- 24.04 Teachers employed pursuant to this provision shall receive one year limited contracts and shall not be eligible to receive continuing contracts regardless of their years of service or license/certificate held.
- 24.05 Each one-year contract shall automatically expire upon the completion of the year without Board action. However, the Board shall notify the employee by April 30 in the event they will not be retained for the following year. If the Board fails to notify the retiree by April 30, the employee must be retained for the following year.
- 24.06 It is not necessary for the Board to conduct evaluations in accordance with ORC 3319.111 or to take formal action not to reemploy the employee pursuant to 3319.11.
- 24.07 Returning retirees are not entitled and/or are not eligible to receive any severance benefits or retirement incentives provided by any collective bargaining agreement in effect between the Board and the Association if the retiree has already benefited from those provisions previously in any other collective bargaining agreement.
- 24.08 In the event of a reduction in force, the reemployed teacher shall not have any bumping rights under the reduction in force provisions of this Agreement.
- 24.09 Subject to these provisions, reemployed teachers are part of the bargaining unit.
- 24.10 No sick leave shall be carried forward from pre-retirement status. Thereafter, sick leave shall be governed according to this negotiated Agreement.
- 24.11 Pursuant to the authority provided by Ohio Revised Code Section 411.10, and to the extent that issues addressed in these provisions are contrary to or in conflict with Ohio law. The issues addressed in these provisions shall supersede and replace applicable provisions of the statutory law of Ohio.

**ARTICLE XXV: STAFF UTILIZATION AND WORKING CONDITIONS**

- 25.01 The school year shall consist of one hundred eighty-three (183) contract days, at least three (3) of which shall be non-instructional.
- 25.02 Length of the Workday
  - (A) The length of the workday for each member of the bargaining unit shall be a maximum of seven and one-half (7-1/2) hours including a duty-free lunch period of at least thirty (30) minutes.

- (B) Additionally, the principal shall schedule no more than one (1) regular faculty meeting per month occurring before or after the seven and one-half (7-1/2) hour day. Students shall be dismissed early on Thursdays. Two (2) Thursdays per month shall be allocated as teacher-directed time. Two (2) Thursdays per month shall be allocated as administrative time with one (1) Thursday per month designated for the LRE. If five (5) Thursdays occur during the month, the additional Thursday shall be administratively directed. On the Thursday early release, the teachers shall work their normal working hours.
- (C) All members in grades K-5 who work half-time or more shall have a planning period per day in addition to their duty-free lunch period. This planning time shall meet or exceed the State Minimum Standards requirement of two hundred (200) minutes per week.
- (D) All members who work half-time or more in the Junior High and High School shall be assigned teaching duties not to exceed six (6) periods. These members shall be guaranteed one (1) preparation period per day in addition to their duty-free lunch.
- (E) All members are expected to be available fifteen (15) minutes before the tardy signal and fifteen (15) minutes after the dismissal for serving the needs of students.

25.03 Every effort will be made to secure substitutes in the absence of members. If a member is asked and agrees to substitute for another member or perform any duties during his/her planning time, the member shall be reimbursed for his/her loss of planning time, as prescribed in 32.04. No member shall be directed to substitute for another member or perform duties during his/her planning period or be required to absorb students of absent members into his/her own class(es) until a principal has made a reasonable effort to find alternative placement.

#### 25.04 School Procedures

- (A) Each principal will provide his/her staff and the Association with that building's written procedures at the beginning of the school year. Any change to those procedures will be provided to the Association prior to implementation.
- (B) It may be necessary from time to time for a building principal (if applicable) to be absent from the building while school is in session. In the event that there is no administrator who can serve for the principal, the principal shall designate one (1) staff member in the building to act in his/her capacity during the absence. The member so designated may be relieved of his/her teaching duties when the principal is to be absent.

25.05 Every reasonable effort will be made to provide adequate equipment, supplies and materials.

25.06 Members will have at least one (1) room of adequate size to be used as a faculty lounge in each building.

25.07 Members will not be expected to engage in clerical work not directly related to the job responsibilities of a professional educator.

25.08 No member shall be required to accept extracurricular assignments nor shall the extent of participation in such activities be a consideration in evaluation. Performance in extracurricular assignments shall not be a consideration in teaching contract evaluation except if the performance under the supplemental contract involves misconduct which would justify revocation of the teaching certificate.

25.09 Lesson Plans

Members shall be required to show evidence of daily preparation for instruction; however, members will not be required to duplicate or copy information on goals and activities of lessons or units contained in the teacher edition of assigned texts or other curriculum guides.

25.10 No grade given to a student by a member shall be changed without mutual consent of the member as long as grades can be substantiated by proper records and daily activities.

25.11 Every reasonable effort will be made to live up to the State Standards of twenty-five (25) pupils per one (1) teacher.

25.12 No member of the bargaining unit shall be required or expected to perform duties of non-bargaining unit members.

25.13 Consulting Teacher Program

The Association and Board agree that the entry year/mentor teacher program, as mandated by the State Department of Education, is an important role to be assumed by those members who participate in said program. Guidelines for the implementation of the mentor program are Appendix C.

## **ARTICLE XXVI: AUTHORIZED PAYROLL AND PAYROLL DEDUCTIONS**

26.01 The Board shall issue payroll to all regular employees every other Friday totaling twenty-six (26) consecutive pays. If the payday falls after the last day school is in session prior to vacation, employees will be afforded the opportunity to pick up checks, have checks mailed, or have checks electronically deposited.

26.02 The following deductions will be provided at no cost to the teacher:

(A) Association dues and assessments - Any member wishing Association dues deduction shall notify the clerk in writing of the fact prior to October 15 of each year. Dues will be withheld from authorized teacher's pay in fifteen (15) equal consecutive installments beginning the first check in November. If a member gives written notice to the Treasurer of the Board to discontinue such

deductions, the Treasurer shall provide the Treasurer of the Association the name(s) of said member(s) making such request.

- (B) Hambuco Credit Union - Payroll deduction for Credit Union will be provided by the Board for all members eligible to participate.
  - (C) Tax Reduction Plans - The Board will provide payroll deduction through amendment of contract salary for all employees wishing to participate in any Tax Reduction Plan, provided the member and the third party administrator agrees to indemnify and hold the Board harmless for any errors in its administration of any such Tax Reduction Plan. Teachers will notify the Treasurer in September of the amount to be withheld, and this amount shall remain constant for one (1) year. Five (5) employees must participate in any tax reduction plan before payroll deductions will be made. (Current programs are excluded from this provision.)
  - (D) United Appeal - The Board will provide payroll deduction for all employees who elect to participate in the United Appeal.
  - (E) Political Contributions - The Board will provide payroll deduction for any employee who makes a voluntary contribution to a political organization, party, candidate or non-partisan issue.
  - (F) Municipal tax - It is the member's responsibility to notify the Treasurer that deductions are to be made.
  - (G) Other items agreed upon by Board and Association.
  - (H) STRS purchase of service credit.
  - (I) Membership dues for YMCA/YWCA in Butler, Warren or Hamilton County.
- 26.03 The district shall make direct deposit available to all members hired before July 1, 2003 of the member's net pay to the bank of his/her choice. All members hired after July 1, 2003 shall be required to enroll in a direct deposit program. There shall be no automatic withdrawal from any member's bank account of any overpayment of salaries by the Board. If the Board overpays a member, it shall notify the member of the overpayment and the Board and the member shall agree on a reasonable repayment schedule of the overpayment, which shall be deducted from one or more of the member's subsequent paychecks.
- 26.04 The Board will provide the opportunity for employees to participate in Section 125 of the Internal Revenue Act of 1978. The plan will include Insurance Premiums - IRS Code Section 106, Unreimbursed Medical Expenses - IRS Code Section 105, and Child or Dependent Care Assistance - IRS Code Section 129. The maximum unreimbursed medical expenses that will be paid with pre-tax dollars shall be \$1,200.00.

## ARTICLE XXVII: EDUCATION REIMBURSEMENT

- 27.01 The Board shall annually set aside as a Tuition Reimbursement Pool of \$20,000.
- 27.02 Reimbursement shall be for coursework taken that is related to the member's teaching or certification field(s), and/or for any coursework taken that is related to the field of education. Approval of coursework taken to be eligible for reimbursement from the Tuition Reimbursement Pool must be secured from the Local Professional Development Committee, prior to taking the course(s).
- 27.03 A member must have been employed for at least three years before he/she is eligible to take courses for which he/she will be awarded monies from the Tuition Reimbursement Pool and must be employed by, on approved leave from, or on a recall list of the district at the time of disbursements from the Tuition Reimbursement Pool which shall be made in the school year following the term(s) in which he/she has taken coursework in order to receive reimbursement.
- 27.04 Eligible members may apply for reimbursements from the Reimbursement Pool for courses that have been completed between September 16 and September 16 of the previous year. For a course to be eligible for reimbursements, members must earn a "B" or better in the course or must pass the course if the course is only offered on a pass/fail basis.
- 27.05 By September 15 of each year eligible members shall submit to the District Treasurer a transcript or grade card if a transcript is not available, and receipts or other evidence showing payment of only tuition for eligible courses.
- 27.06 Disbursements from the Reimbursement Pool shall be pro-rated based upon the relationship between the number of semester hours or their equivalent for which each member requests reimbursement and the total aggregate number of semester hours or their equivalent for which all eligible members request reimbursement. In no case shall disbursements to a member exceed fifty percent (50%) of a member's tuition cost.
- 27.07 Disbursements shall be made concurrent with the last paycheck in October.
- 27.08 No reimbursement shall be made to a member who enrolls in courses where full tuition is paid by scholarship, fellowship, federal grant, or other source that offsets the cost of tuition to the member. Student teaching fee certificates do not exclude a member from receiving this benefit.
- 27.09 The Superintendent may, at his/her discretion, pay up to one hundred percent (100%) of the tuition cost a member would incur if the member, at the Superintendent's request, returns to school to become certified or licensed in a different certification or licensure area or, if the employee requests and the Superintendent approves, for any coursework not subject to this Article. This money shall not be disbursed from the Tuition Reimbursement Pool.

### **ARTICLE XXVIII: INSURANCE PROGRAMS**

- 28.01 Health and dental coverage pursuant to the master agreement shall be subject to the conditions set forth by the Butler County Health Consortium.
- 28.02 Each employee shall assume eleven percent (11%) of the cost of the health care premium. Each employee shall assume twelve percent (12%) of the cost of the dental premium. The Board shall pay eighty-eight percent (88%) of the premium. The Board shall pay eighty-nine percent (89%) of the premiums.
- (A) The New Miami Board of Education agrees to provide full coverage for both single and family plan hospitalization as provided by the Butler County Health Consortium.
- 28.03 Each member who does not participate in the District's health care plan shall receive fifteen-hundred (\$1,500.00) dollars paid to the member with the first paycheck of the school year immediately following the completion of the year during which the member opted out of the District's insurance.
- 28.04 The district will provide a life insurance policy for each employee equal to the member's salary with a minimum of \$20,000.00 and a maximum of \$50,000.00. The life insurance plan shall contain accidental death and dismemberment provisions and conversion rights. The Board will pay 100% of the premium for said life insurance.
- 28.05 All couples currently employed by the New Miami Board of Education, who carry a family health care plan, shall be protected as to the health care up to the first \$1,000.00.

### **ARTICLE XXIX: RETIREMENT NOTIFICATION INCENTIVE**

The Board of Education shall pay \$1,200.00 to each employee who, by no later than February 15, provides the Board of Education with a written letter of resignation for retirement purposes, effective at the end of the last day of the student attendance year. If the employee retires at the end of the last day of the student attendance year as set forth on the originally adopted Board school calendar for the year, the employee shall be deemed to have retired at the end of the teacher contract year and the Board of Education shall continue to pay the employee his/her accrued salary through the end of the payroll cycle for that school year. The employee may elect to continue to participate in the Board health, prescription, vision, and/or dental plans and the Board shall continue to pay the Board insurance premium percentage as set forth in Article XXVIII of this Agreement through August of the year of the employee's retirement or until the employee becomes eligible for STRS health insurance coverage, whichever is earlier.

### **ARTICLE XXX: RETIREMENT INCENTIVE**

1. Upon submission of retirement by a bargaining unit member, the Board shall offer a one-year contract to said retiree at the individual's current step and column of the salary schedule.
2. The teacher shall retain his/her seniority benefits for said year; however, a retiree shall not accumulate seniority in any subsequent years.
3. A retiree shall receive a one-year limited contract which shall expire automatically at the end of the stated term. No notice of non-renewal is required. Continuation of the employment of a retiree through offering a new one-year limited contract shall be at the election of the Board and upon recommendation of the Superintendent. A retiree is not eligible for a continuing teacher contract regardless of years of employment as a retiree with the Board.
4. A retiree shall accumulate and may use sick leave and personal leave in accordance with the Master Agreement but shall not be entitled to severance pay under Article XXXI of the Master Agreement upon conclusion of employment as a retiree.
5. A retiree shall be eligible to participate in the Board's insurance plans according to the guidelines under Article XXVIII of the Master Agreement.
6. Severance shall be paid as if the employee retired at the end of the rehire year and shall be paid in January of the following calendar year.
7. Any current employee who has already exceeded the minimum STRS guidelines for retirement may take advantage of this provision provided that the member has not exceeded thirty-five (35) years of service.

**ARTICLE XXXI: SALARY**

30.01 (A) The index ratio by which member's salaries are computed is as follows:

<u>STEP</u>	<u>BA</u>	<u>150 HOURS (BA REQD)</u>	<u>MA</u>	<u>MA+15</u>
0	1.000	1.038	1.095	1.127
1	1.038	1.081	1.143	1.175
2	1.076	1.124	1.191	1.223
3	1.114	1.167	1.239	1.271
4	1.152	1.210	1.287	1.319
5	1.190	1.253	1.335	1.367
6	1.228	1.296	1.383	1.415
7	1.266	1.339	1.431	1.463
8	1.304	1.382	1.479	1.511
9	1.342	1.425	1.527	1.559
10	1.380	1.468	1.575	1.607
11	1.418	1.511	1.623	1.655
12	1.474	1.571	1.689	1.721
13	1.531	1.631	1.755	1.787
14	1.586	1.691	1.821	1.853
15	1.642	1.751	1.887	1.919
20	1.698	1.811	1.953	1.985
25	1.754	1.871	2.019	2.051

(B) The index ratio by which a paraprofessional's salary is computed is as follows:

<u>STEP</u>	<u>PARAPROFESSIONAL</u>
0	1.0000
1	1.0398
2	1.0795
3	1.1192
4	1.1590
5	1.1986
6	1.2384
7	1.2780
8	1.3178
9	1.3575
10	1.3973
11	1.4369
12	1.4767
13	1.5165
14	1.5562
15	1.5958
20	1.6355
25	1.6753

(C) The columns shall be defined as follows:

BA - Shall mean any member so designated by the Department of Education who holds a bachelor's degree or its equivalent from any accredited institution recognized by any State Department of Education.

150 Hrs - Shall mean 150 hours (or equivalent) accumulated before or after the bachelor's degree has been received from any accredited institution as recognized by any State Department of Education.

MA - Shall mean a master's degree from any accredited institution recognized by any State Department of Education.

MA PLUS 15 - Credits earned from any State Department of Education accredited institution after the BA degree prior to or in conjunction with the MA which did not apply to the MA degree will be authorized by the Superintendent if the courses were directly related to the member's field(s) or ultimately benefit the students. Present employees should have these courses pre-approved to be certain they will apply.

(D) Hours - Shall mean semester hours or their equivalent in quarter hours counted as 2/3 semester hour. All hours shall be counted based on the hours issued at the institution where earned.

All hours earned by an employee to advance on the salary schedule/column must be completed and verification of completion must be provided to the Board Treasurer no later than September 15 in order to be credited on the salary schedule for the earned additional degree or course work. Evidence of satisfactory completion of credit hours shall consist of transcripts or other information deemed acceptable.

For the duration of this contract, bargaining unit members shall not receive any increase in base pay. There shall be no vertical movement on the salary schedule. The Board shall honor all horizontal steps during the term of this agreement.

30.02 The Board and Association agree that should there be any statutory increase(s) in the amount of an employee's / employer's contributions to the State Teachers Retirement System (STRS) different from the current ten percent (10%) employee / fourteen percent (14%) employer contribution, the employer shall pick up the statutory increase in the employee's contribution up to two percent (2%) not to exceed a maximum of fourteen percent (14%) employer contribution. This section shall only apply during the life of this contract and shall expire on June 30, 2014.

#### **ARTICLE XXXII: SEVERANCE PAY**

Severance pay shall be a one (1) time, lump sum payment to eligible employees according to the following provisions:

- 31.01 An employee's eligibility for severance pay shall be determined as of the final date of employment. The criteria are:
- (A) The individual retires from the school system.
  - (B) Retirement - disability or service retirement under any state or municipal retirement system in this state.
  - (C) The individual must be eligible for disability or service retirement as of the last date of employment.
  - (D) The individual must, within one hundred twenty (120) calendar days of the last day of employment, prove acceptance into the retirement system by having received and cashed his/her first retirement check or other proof of acceptance into retirement system.
  - (E) Must have not less than ten (10) years of service with this school district, the state or its political subdivisions.
  - (F) Must sign for severance check certifying all eligibility criteria have been met.
- 31.02 The amount of the benefit due an employee shall be calculated by:
- (A) Multiplying the employee's accrued but unused sick leave by thirty percent (30%) to a maximum of 55 days.
  - (B) Multiplying the product times the per diem rate of pay appropriate for that individual's placement on the base salary schedule.
- 31.03 A retiree may choose to have his/her severance pay issued at the time of retirement or may elect to defer the payment until the next calendar year.
- 31.04 Receipt of payment for accrued but unused sick leave shall eliminate all sick leave credit accrued by the employee.
- 31.05 If a member dies while an employee of the District, the person shall be deemed to have retired and the family shall receive the severance benefit as state above.

### **ARTICLE XXXIII: SUPPLEMENTAL ACTIVITIES**

- 32.01 Supplemental activities are placed into levels paid at an appropriate index of the base salary. Please refer to Appendix E.

One-half (1/2) of the compensation paid for a supplemental contract will be paid to the teacher at the start of the activity or season. The remaining one-half (1/2) of the supplemental salary will be paid at the conclusion of the season or activity.

If the Board has approved two (2) or more members sharing one (1) supplemental position, then the compensation for said supplemental shall be equally divided and paid accordingly by the Board.

- 32.02 Any new supplemental positions will be negotiated by the Board and the Association.
- 32.03 Extended service contracts shall be paid at the member's per diem rate of pay.
- 32.04 The hourly rate for committee work outside the school day and all additional work outside the school day approved by the Board for compensation shall be paid at an hourly rate of \$23.00 for this contract period.
- 32.05 Admission and Assignment of Employee's Children

School age children of district employees who are not residents of the school district shall be eligible to attend school K-12 without payment of tuition charges.

#### **ARTICLE XXXIV: TOTAL AGREEMENT**

- 33.01 The parties agree that this contract represents the entire and complete agreement between them and supersedes any and all prior oral or written agreements or understanding between the Board, its staff members covered by this agreement and the Association.
- 33.02 All Board resolutions, policies, practices, procedures, rules or regulations and employee benefits or terms and conditions of employment which are contrary to or inconsistent with the terms of this agreement or which deal with subjects covered by this agreement are superseded by this agreement.
- 33.03 Consistent with Ohio Revised Code Chapter 4117, the parties intend that this agreement shall supersede and replace in its entirety any and all provisions of the Ohio Revised code which are in conflict or are inconsistent with any provision of this agreement, whether or not the provision is specifically enumerated herein.

#### **ARTICLE XXXV: PROGRESSIVE DISCIPLINE**

In addition to the termination of a teacher's contract pursuant to the provisions of Ohio Revised Code, the Superintendent may issue a written reprimand or a suspension of pay. No member of the bargaining unit shall be suspended, terminated, or otherwise disciplined except for just cause.

Before a teacher has a written reprimand placed in his/her personnel file and/or before a teacher receives a suspension without pay, the following shall occur:

1. The teacher shall have a pre-disciplinary conference in which the circumstances leading to the proposed discipline shall be explored. At this time, the allegations and/or evidence shall be reviewed with the teacher.

2. Prior to the pre-disciplinary conference, the teacher shall be notified of his/her right to bring an NMEA representative of his/her choice to the conference. If the conference results in discipline, the reason for the discipline shall be reduced to writing and given to the teacher following the conference. The teacher shall have the right to attach his/her rebuttal to the disciplinary notice.
3. The conference shall proceed all discipline as stated herein except in extreme cases when removal from duties must proceed prior to such conference.
4. As a form of disciplinary action, the Board or Superintendent may suspend a teacher without pay for a period of not more than ten (10) days.
5. The teacher has the right to file a grievance challenging any/all discipline.

**ARTICLE XXXVI: IMPLEMENTATION AND AMENDMENT**

34.01 Length of Contract

This contract and the articles attached hereto shall take effect upon acceptance by the Board and the Association, and will remain in effect from June 1, 2011 through June 30, 2014.

34.02 Amendments

If mutually agreed to by the parties, this contract or any part thereof may be renegotiated prior to the termination of this contract. Renegotiation on these specific items agreed to should then begin within thirty (30) calendar days. Negotiations shall be conducted in accordance with the procedures in this contract. However, changes may be made at any time by mutual consent.

**FOR THE ASSOCIATION**

Kara E. D'Amico

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\_\_\_\_\_

DATE 6/7/11

**FOR THE BOARD**

Melissa Tucker

\_\_\_\_\_

\_\_\_\_\_

DATE 6/7/11





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Section for Principal:

Date Received: \_\_\_\_\_

A. In answer to grievance, include parts of the Agreement which are basis for decision.

B. Prepare four (4) copies of this form. Distribute as follows:

1. Original to school principal's office
2. Copy to Grievant
3. Copy to NMEA, PR and R Chairperson
4. Copy to the Superintendent

Date \_\_\_\_\_ Principal's Signature \_\_\_\_\_

APPEAL SECTION: I desire to appeal the above decision.

Date \_\_\_\_\_ Signature of Appellant \_\_\_\_\_

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Date \_\_\_\_\_ Signature of Chairperson  
of the NMEA Grievance Committee:

\_\_\_\_\_

**JOB TARGETS**

The selection of job targets should be a cooperative effort between the evaluator and staff member. Job targets shall be selected which will bring about meaningful improvement in the staff member's performance. The job targets which are selected may be completed at the end of the evaluation period or they may be ongoing. If it becomes necessary, they may be altered or amended during the evaluation procedure. However, some method of measuring the attainment of the job target should be agreed upon by the evaluator and staff member during the initial goal setting conference.

**APPENDIX B-2**

INITIAL JOB TARGET CONFERENCE

Staff Member \_\_\_\_\_ Evaluator \_\_\_\_\_

School \_\_\_\_\_ Subject/Grade \_\_\_\_\_

Date \_\_\_\_\_

This document is a cooperative effort of the staff member and the evaluator. There will be established at least two and a maximum of four job targets, a plan of action and how to measure job target achievement.

Job Targets

Plan of Action/Measurement

New Miami Local School District  
Pre Observation Conference

Teacher: \_\_\_\_\_ Observer: \_\_\_\_\_

Subject/Grade: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

1. Class Setting.

- a. What have the students been doing in the past several lessons?
  
- b. What is the topic of the lesson to be observed?

2. Student Characteristics.

- a. What are the prerequisite skills or knowledge needed by students in order to accomplish the objectives?
  
- b. Are there any students with unique characteristics in class?

3. Learner Objectives

- a. Content (What is to be learned?)

**OBSERVATION FORM**

On the Observation Report, the evaluator's rating and narrative comments shall reflect the formal and informal observation of the staff member's job performance and effectiveness consistent with the minimum performance expectations and specific job targets. These comments should also indicate the positive aspects and strengths of the staff member.

Should there exist areas in which improvements are needed, a plan of action shall be established by a cooperative effort of the staff member and the evaluator. The improvement of professional behavior is the responsibility of the staff member with the principal(s)/evaluator(s) cooperation and support.

The observation report shall also be used to record any agreed upon adjustments, additions and deletions to the original job targets.

The staff member's comments may expound upon and/or refute any statements contained in the lesson sheet/observation/response form.

**MINIMUM PERFORMANCE EXPECTATIONS**

An integral part of a staff member's employment in the school district is the continuous appraisal by the principal(s)/evaluator of his/her ability to meet minimum performance expectations. As appropriate to various jobs performed by staff members, the minimum performance expectations shall be from the following four domains:

- (1) Planning and Preparation
- (2) The Classroom Environment
- (3) Instruction
- (4) Professional Responsibilities

The criteria for each domain are found in Appendix – B6

# Explanation of Observation Codes

## **Distinguished**

Mastery level performance characterized by excellence and extraordinary achievement.  
Extensive knowledge or ability.

## **Proficient**

High degree of competence coupled with good understanding and demonstration of the stated criteria.

## **Basic**

Performance of the minimum level of expectation and sufficient to meet standard. Suggestions for improvement may be provided.

## **Unsatisfactory**

Low level of performance and not meeting the expectation of the standard. An unsatisfactory rating would be cause for concern. Written documentation and suggestions for improvement must be included with an unsatisfactory rating.

\*Standards for each domain are outlined in Appendix B-6

1  
2  
3

**DOMAIN STANDARDS**

ELEMENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
<b>Component 1a: Demonstrating Knowledge of Content and Pedagogy</b>				
Knowledge of Content	Teacher makes content errors or does not correct content errors students make.	Teacher displays basic content knowledge but cannot articulate connections with other parts of the discipline or with other disciplines.	Teacher displays solid content knowledge and makes connections between the content and other parts of the discipline and other disciplines.	Teacher displays extensive content knowledge, with evidence of continuing pursuit of such knowledge.
Knowledge of Prerequisite Relationships	Teacher displays little understanding of prerequisite knowledge important for student learning of the content.	Teacher indicates some awareness of prerequisite learning, although such knowledge may be incomplete or inaccurate.	Teacher's plans and practices reflect understanding of prerequisite relationships among topics and concepts.	Teacher actively builds on knowledge of prerequisite relationships when describing instruction or seeking causes for student misunderstanding.
Knowledge of Content-Related Pedagogy	Teacher displays little understanding of pedagogical issues involved in student learning of the content.	Teacher displays basic pedagogical knowledge but does not anticipate student misconceptions.	Pedagogical practices reflect current research on best pedagogical practice within the discipline but without anticipating student misconceptions.	Teacher displays continuing search for best practice and misconceptions.
<b>Component 1b: Demonstrating Knowledge of Students</b>				
Knowledge of Characteristics of Age Group	Teacher displays minimal knowledge of developmental characteristics of age group.	Teacher displays generally accurate knowledge of developmental characteristics of age group.	Teacher displays thorough understanding of typical developmental characteristics of age group as well as exceptions to general patterns.	Teacher displays knowledge of typical developmental characteristics of age group, exceptions to the patterns, and the extent to which each student follows patterns.
Knowledge of Students' Varied Approaches to Learning	Teacher is unfamiliar with the different approaches to learning that students exhibit, such as learning styles, modalities, and different "intelligences."	Teacher displays general understanding of the different approaches to learning that students exhibit.	Teacher displays solid understanding of the different approaches to learning that different students exhibit.	Teacher uses, where appropriate, knowledge of students' varied approaches to learning in instructional planning.
Knowledge of Students' Skills and Knowledge	Teacher displays little knowledge of students' skills and knowledge and does not indicate that such knowledge is valuable.	Teacher recognizes the value of understanding students' skills and knowledge but displays this knowledge for the class only as a whole.	Teacher displays knowledge of students' skills and knowledge for groups of students and recognizes the value of this knowledge.	Teacher displays knowledge of students' skills and knowledge for each student, including those with special needs.

Knowledge of Students' Interests and Cultural Heritage	Teacher displays little knowledge of students' interests or cultural heritage and does not indicate that such knowledge is valuable.	Teacher recognizes the value of understanding students' interests or cultural heritage but displays this knowledge for the class only as a whole.	Teacher displays knowledge of the interests or cultural heritage of groups of students and recognizes the value of this knowledge.	Teacher displays knowledge of the interests or cultural heritage of each student.
<b>Component 1c: Selecting Instructional Goals</b>				
Value: Goals represent high expectations for students and reflect important learning and conceptual understanding, curriculum standards, and frameworks.	Goals are not valuable and represent low expectations or no conceptual understanding for students. Goals do not reflect important learning.	Goals are moderately valuable in either their expectations or conceptual understanding for students and in importance of learning.	Goals are valuable in their level of expectations, conceptual understanding, and importance of learning.	Not only are the goals valuable, but teacher can also clearly articulate how goals establish high expectations and relate to curriculum frameworks and standards.
Clarity: Goals are clearly stated as student learning and permit sound assessment.	Goals are either not clear or are stated as student activities. Goals do not permit viable methods of assessment.	Goals are only moderately clear or include a combination of goals and activities. Some goals do not permit viable methods of assessment.	Most of the goals are clear but may include a few activities. Most permit viable methods of assessment.	All the goals are clear, written in the form of student learning, and permit viable methods of assessment.
Suitability for Diverse Students: Goals reflect needs of all students in a class.	Goals are not suitable for the class.	Most of the goals are suitable for most students in the class.	All the goals are suitable for most students in the class.	Goals take into account the varying learning needs of individual students or groups.
Balance: Goals represent opportunities for different types of learning – for example, thinking as well as knowledge – and coordination or integration within or across disciplines.	Goals reflect only one type of learning and one discipline or strand.	Goals reflect several types of learning but no effort at coordination or integration.	Goals reflect several different types of learning and opportunities for integration.	Goals reflect student initiative in establishing important learning.
<b>Component 1d: Demonstrating Knowledge of Resources</b>				
Resources for Teaching	Teacher is unaware of resources available through the school or district.	Teacher displays limited awareness of resources available through the school or district.	Teacher is fully aware of all resources available through the school or district.	In addition to being aware of school and district resources, teacher actively seeks other materials to enhance instruction, for example, from professional organizations or through the community.

<b>ELEMENT</b>	<b>UNSATISFACTORY</b>	<b>BASIC</b>	<b>PROFICIENT</b>	<b>DISTINGUISHED</b>
Resources for Students	Teacher is unaware of resources available to assist students who need them.	Teacher displays limited awareness of resources available through the school or district.	Teacher is fully aware of all resources available through the school or district and knows how to gain access for students.	In addition to being aware of school and district resources, teacher is aware of additional resources available through the community.
<b>Component 1e: Designing Coherent Instruction</b>				
Learning Activities	Learning activities are not suitable to students or instructional goals. They do not follow an organized progression and do not reflect recent professional research.	Only some of the learning activities are suitable to students or instructional goals. Progression of activities in the unit is uneven, and only some activities reflect recent professional research.	Most of the learning activities are suitable to students and instructional goals. Progression of activities in the unit is fairly even, and most activities reflect recent professional research.	Learning activities are highly relevant to students and instructional goals. They progress coherently, producing a unified whole and reflecting recent professional research.
Instructional Materials and Resources	Materials and resources do not support the instructional goals or engage students in meaningful learning.	Some of the materials and resources support the instructional goals, and some engage students in meaningful learning.	All materials and resources support the instructional goals, and most engage students in meaningful learning.	All materials and resources support the instructional goals, and most engage students in meaningful learning. There is evidence of student participation in selecting or adapting materials.
Instructional Groups	Instructional groups do not support the instructional goals and offer no variety.	Instructional groups are inconsistent in suitability to the instructional goals and offer minimal variety.	Instructional groups are varied, as appropriate to the different instructional goals.	Instructional groups are varied, as appropriate to the different instructional goals. There is evidence of student choice in selecting different patterns of instructional groups.
Lesson and Unit Structure	The lesson or unit has no clearly defined structure, or the structure is chaotic. Time allocations are unrealistic.	The lesson or unit has a recognizable structure, although the structure is not uniformly maintained throughout. Most time allocations are reasonable.	The lesson or unit has a clearly defined structure that activities are organized around. Time allocations are reasonable.	The lesson's or unit's structure is clear and allows for different pathways according to student needs.
<b>Component 1f: Assessing Student Learning</b>				
Congruence with Instructional Goals	Content and methods of assessment lack congruence with instructional goals.	Some of the instructional goals are assessed through the proposed approach, but many are not.	All the instructional goals are nominally assessed through the proposed plan, but the approach is more suitable to some goals than to others.	The proposed approach to assessment is completely congruent with the instructional goals, both in content and process.

<b>ELEMENT</b>	<b>UNSATISFACTORY</b>	<b>BASIC</b>	<b>PROFICIENT</b>	<b>DISTINGUISHED</b>
Criteria and Standards	The proposed approach contains no clear criteria or standards.	Assessment criteria and standards have been developed, but they are either not clear or have not been clearly communicated to students.	Assessment criteria and standards are clear and have been clearly communicated to students.	Assessment criteria and standards are clear and have been clearly communicated to students. There is evidence that students contributed to the development of the criteria and standards.
Use for Planning	The assessment results affect planning for these students only minimally.	Teacher uses assessment results to plan for the class as a whole.	Teacher uses assessment results to plan for individuals and groups of students.	Students are aware of how they are meeting the established standards and participate in planning the next steps.
<b>Component 2a: Creating an Environment of Respect and Rapport</b>				
Teacher Interaction with Students	Teacher interaction with at least some students is negative, demeaning, sarcastic, or inappropriate to the age or culture of the students. Students exhibit disrespect for teacher.	Teacher-student interactions are generally appropriate but may reflect occasional inconsistencies, favoritism, or disregard for students' cultures. Students exhibit only minimal respect for teacher.	Teacher-student interactions are friendly and demonstrate general warmth, caring, and respect. Such interactions are appropriate to development and cultural norms. Students exhibit respect for teacher.	Teacher demonstrates genuine caring and respect for individual students. Students exhibit respect for teacher as an individual, beyond that for the role.
Student Interaction	Teacher permits student interactions that are characterized by conflict, sarcasm, or put-downs.	Teacher encourages students to not demonstrate negative behavior toward one another.	Teacher encourages students' interactions that are generally polite and respectful.	Teacher encourages students to demonstrate genuine caring for one another as individuals and as students.
<b>Component 2b: Establishing a Culture for Learning</b>				
Importance of the Content	Teacher or students convey a negative attitude toward the content, suggesting that the content is not important or is mandated by others.	Teacher communicates importance of the work but with little conviction and only minimal apparent buy-in by the students.	Teacher conveys genuine enthusiasm for the subject, and students demonstrate consistent commitment to its value.	Students demonstrate through their active participation, curiosity, and attention to detail that they value the content's importance.
Quality of Student Work	Teacher does not require high quality work.	Teacher encourages high quality work.	Teacher insists on high quality work.	Teacher establishes an environment where students take obvious pride in their work and initiate improvements in it, ensuring that high quality work is displayed.

ELEMENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
Expectations for Learning and Achievement	Instructional goals and activities, interactions, and the classroom environment convey only modest expectations for student achievement.	Instructional goals and activities, interactions, and the classroom environment convey inconsistent expectations for student achievement.	Instructional goals and activities, interactions, and the classroom environment convey high expectations for student achievement.	Both students and teacher establish and maintain through planning of learning activities, interactions, and the classroom environment high expectations for the learning of all students.
<b>Component 2c: Managing Classroom Procedures</b>				
Management of Instructional Groups	Students not working with the teacher are not productively engaged in learning.	Tasks for group work are partially organized, resulting in some off-task behavior when teacher is involved with one group.	Tasks for group work are organized, and groups are managed so most students are engaged at all times.	Groups working independently are productively engaged at all times, with students assuming responsibility for productivity.
Management of Transitions	Much time is lost during transitions.	Transitions are sporadically efficient, resulting in some loss of instructional time.	Transitions occur smoothly, with little loss of instructional time.	Transitions are seamless, with students assuming some responsibility for efficient operation.
Management of Materials and Supplies	Materials are handled inefficiently, resulting in loss of instructional time.	Routines for handling materials and supplies function moderately well.	Routines for handling materials and supplies occur smoothly, with little loss of instructional time.	Routines for handling materials and supplies are seamless, with students assuming some responsibility for efficient operation.
Performance of Non-instructional Duties	Considerable instructional time is lost in performing non-instructional duties.	Systems for performing non-instructional duties are fairly efficient, resulting in little loss of instructional time.	Efficient systems for performing non-instructional duties are in place, resulting in minimal loss of instructional time.	Systems for performing non-instructional duties are well established, with students assuming considerable responsibility for efficient operation.
Utilization of Volunteers and Paraprofessionals	Volunteers and paraprofessionals have no clearly defined duties or do nothing most of the time.	Volunteers and paraprofessionals are productively engaged during portions of class time.	Volunteers and paraprofessionals are productively and independently engaged during the entire class.	Volunteers and paraprofessionals make a substantive contribution to the classroom environment.
<b>Component 2d: Managing Student Behavior</b>				
Expectations	No standards of conduct appear to have been established, or students are confused as to what the standards are.	Standards of conduct appear to have been established for most situations, and most students seem to understand them.	Standards of conduct are clear to all students.	Standards of conduct are clear to all students and appear to have been developed with student participation.

<b>ELEMENT</b>	<b>UNSATISFACTORY</b>	<b>BASIC</b>	<b>PROFICIENT</b>	<b>DISTINGUISHED</b>
Monitoring of Student Behavior	Student behavior is not monitored, and teacher is unaware of what students are doing.	Teacher is generally aware of student behavior but may miss the activities of some students.	Teacher is alert to student behavior at all times.	Monitoring by teacher is subtle and preventive. Students monitor their own and their peers' behavior, correcting one another respectfully.
Response to Student Misbehavior	Teacher does not respond to misbehavior, or the response is inconsistent, overly repressive, or does not respect the student's dignity.	Teacher attempts to respond to student misbehavior but with uneven results, or no serious disruptive behavior occurs.	Teacher response to misbehavior is appropriate and successful and respects the student's dignity, or student behavior is generally appropriate.	Teacher response to misbehavior is highly effective and sensitive to students' individual needs, or student behavior is entirely appropriate.
<b>Component 2e: Organizing Physical Space</b>				
Safety and Arrangement of Furniture	The classroom is unsafe, or the furniture arrangement is not suited to the lesson activities, or both.	The classroom is safe, and classroom furniture is adjusted for a lesson, or if necessary, a lesson is adjusted to the furniture, but with limited effectiveness.	The classroom is safe, and the furniture arrangement is a resource for learning activities.	The classroom is safe, and students adjust the furniture to advance their own purposes in learning.
Accessibility to Learning and Use of Physical Resources	Teacher uses physical resources poorly, or learning is not accessible to some students.	Teacher uses physical resources adequately, and at least essential learning is accessible to all students.	Teacher uses physical resources skillfully, and all learning is equally accessible to all students.	Both teacher and students use physical resources optimally, and students ensure that all learning is equally accessible to all students.
<b>Component 3a: Communicating Clearly and Accurately</b>				
Directions and Procedures	Teacher directions and procedures are confusing to students.	Teacher directions and procedures are clarified after initial student confusion or are excessively detailed.	Teacher directions and procedures are clear to students and contain an appropriate level of detail.	Teacher directions and procedures are clear to student and anticipate possible student misunderstanding.
Oral and Written Language	Teacher's spoken language is inaudible, or written language is illegible. Spoken or written language may contain many grammar and syntax errors. Vocabulary may be inappropriate, vague, or used incorrectly, leaving students confused.	Teacher's spoken language is audible, and written language is legible. Both are used correctly. Vocabulary is correct but limited or is not appropriate to students' ages or backgrounds.	Teacher's spoken and written language is clear and correct. Vocabulary is appropriate to students' age and interests.	Teacher's spoken and written language is correct and expressive, with well-chosen vocabulary that enriches the lesson.

ELEMENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
<b>Component 3b: Using Questioning and Discussion Techniques</b>				
Quality of Questions	Teacher's questions are virtually all of poor quality.	Teacher's questions are a combination of low and high quality. Only some invite a response.	Most of teacher's questions are of high quality. Adequate time is available for students to respond.	Teacher's questions are of uniformly high quality, with adequate time for students to respond. Students formulate many questions.
Discussion Techniques	Interaction between teacher and students is predominantly recitation style, with teacher mediating all questions and answers.	Teacher makes some attempt to engage students in a true discussion, with uneven results.	Classroom interaction represents true discussion, with teacher stepping, when appropriate, to the side.	Teacher facilitates an environment where students assume considerable responsibility for the success of the discussion, initiating topics and making unsolicited contributions.
Student Participation	Only a few students participate in the discussion	Teacher attempts to engage all students in the discussion, but with only limited success.	Teacher successfully engages all students in the discussion.	Teacher facilitates an environment where students themselves ensure that all voices are heard in the discussion.
<b>Component 3c: Engaging Students in Learning</b>				
Representation of Content	Representation of content is inappropriate and unclear or uses poor examples and analogies.	Representation of content is inconsistent in quality: Some is done skillfully, with good examples; other portions are difficult to follow.	Representation of content is appropriate and links well with students' knowledge and experience.	Representation of content is appropriate and links well with students' knowledge and experience. Students contribute to representation of content.
Activities and Assignments	Activities and assignments are inappropriate for students in terms of their age or backgrounds. Students are not engaged mentally.	Some activities and assignments are appropriate to students and engage them mentally, but others do not.	Most activities and assignments are appropriate to students. Almost all students are cognitively engaged in them.	All students are cognitively engaged in the activities and assignments in their exploration of content. Students initiate or adapt activities and projects to enhance understanding.
Grouping of Students	Instructional groups are inappropriate to the students or to the instructional goals.	Instructional groups are only partially appropriate to the students or only moderately successful in advancing the instructional goals of a lesson.	Instructional groups are productive and fully appropriate to the students or to the instructional goals of a lesson.	Instructional groups are productive and fully appropriate to the instructional goals of a lesson. Students take the initiative to influence instructional groups to advance their understanding.

<b>ELEMENT</b>	<b>UNSATISFACTORY</b>	<b>BASIC</b>	<b>PROFICIENT</b>	<b>DISTINGUISHED</b>
Instructional Materials and Resources	Instructional materials and resources are unsuitable to the instructional goals or do not engage students mentally.	Instructional materials and resources are partially suitable to the instructional goals, or students' level of mental engagement is moderate.	Instructional materials and resources are suitable to the instructional goals and engage students mentally.	Instructional materials and resources are suitable to the instructional goals and engage students mentally. Students initiate the choice, adaptation, or creation of materials to enhance their own purposes.
Structure and Pacing	The lesson has no clearly defined structure, or the pacing of the lesson is too slow or rushed, or both.	The lesson has a recognizable structure, although it is not uniformly maintained throughout the lesson. Pacing of the lesson is inconsistent.	The lesson has a clearly defined structure around which the activities are organized. Pacing of the lesson is consistent.	The lesson's structure is highly coherent, allowing for reflection and closure as appropriate. Pacing of the lesson is appropriate for all students.
<b>Component 3d: Providing Feedback to Students</b>				
Quality: Accurate, Substantive, Constructive, and Specific	Feedback is either not provided or is of uniformly poor quality.	Feedback is inconsistent in quality: Some elements of high quality are present; others are not.	Feedback is consistently high quality.	Feedback is consistently high quality. Provision is made for students to use feedback in their learning.
Timeliness	Feedback is not provided in a timely manner.	Timeliness of feedback is inconsistent.	Feedback is consistently provided in a timely manner.	Feedback is consistently provided in a timely manner. Students make prompt use of the feedback in their learning.
<b>Component 3e: Demonstrating Flexibility and Responsiveness</b>				
Lesson Adjustment	Teacher adheres rigidly to an instructional plan, even when a change will clearly improve a lesson.	Teacher attempts to adjust a lesson, with mixed results.	Teacher makes a minor adjustment to a lesson, and the adjustment occurs smoothly.	Teacher successfully makes a major adjustment to a lesson.
Response to Students	Teacher ignores or brushes aside students' questions or interests.	Teacher attempts to accommodate students' questions or interests. The effects on the coherence of a lesson are uneven.	Teacher successfully accommodates students' questions or interests.	Teacher seizes a major opportunity to enhance learning, building on a spontaneous event.

<b>ELEMENT</b>	<b>UNSATISFACTORY</b>	<b>BASIC</b>	<b>PROFICIENT</b>	<b>DISTINGUISHED</b>
Persistence	When a student has difficulty learning, the teacher either gives up or blames the student or the environment for the student's lack of success.	Teacher accepts responsibility for the success of all students but has only a limited repertoire of instructional strategies to use.	Teacher persists in seeking approaches for students who have difficulty learning, possessing a moderate repertoire of strategies.	Teacher persists in seeking effective approaches for students who need help, using an extensive repertoire of strategies and soliciting additional resources from the school.
<b>Component 4a: Reflecting on Teaching</b>				
Accuracy	Teacher does not know if a lesson was effective or achieved its goals, or profoundly misjudges the success of a lesson.	Teacher has a generally accurate impression of a lesson's effectiveness and the extent to which instructional goals were met.	Teacher makes an accurate assessment of a lesson's effectiveness and the extent to which it achieved its goals and can cite general references to support the judgement.	Teacher makes a thoughtful and accurate assessment of a lesson's effectiveness and the extent to which it achieved its goals, citing many specific examples from the lesson and weighing the relative strength of each.
Use in Future Teaching	Teacher has no suggestions for how a lesson may be improved another time.	Teacher makes general suggestions about how a lesson may be improved.	Teacher makes a few specific suggestions of what he may try another time.	Drawing on an extensive repertoire of skills, the teacher offers specific alternative actions, complete with probable successes of different approaches.
<b>Component 4b: Maintaining Accurate Records</b>				
Student Completion of Assignments	Teacher's system for maintaining information on student completion of assignments is in disarray.	Teacher's system for maintaining information on student completion of assignments is rudimentary and only partially effective.	Teacher's system for maintaining information on student completion of assignments is fully effective.	Teacher's system for maintaining information on student completion of assignments is fully effective. Students participate in the maintenance of records, as developmentally appropriate.

<b>ELEMENT</b>	<b>UNSATISFACTORY</b>	<b>BASIC</b>	<b>PROFICIENT</b>	<b>DISTINGUISHED</b>
Student Progress in Learning	Teacher has no system for maintaining information on student progress in learning, or the system is in disarray.	Teacher's system for maintaining information on student progress in learning is rudimentary and partially effective.	Teacher's system for maintaining information on student progress in learning is effective.	Teacher's system for maintaining information on student progress in learning is fully effective. Students contribute information and interpretation of the records, as developmentally appropriate.
Non-instructional Records	Teacher's records for non-instructional activities are in disarray, resulting in errors and confusion.	Teacher's records for non-instructional activities are adequate, but they require frequent monitoring to avoid error.	Teacher's system for maintaining information on non-instructional activities is fully effective.	Teacher's system for maintaining information on non-instructional activities is highly effective, and students contribute to its maintenance, as developmentally appropriate.
<b>Component 4c: Communicating with Families</b>				
Information About the Instructional Program	Teacher provides little information about the instructional program to families.	Teacher participates in the school's activities for parent communication but offers little additional information.	Teacher provides frequent information to parents, as appropriate, about the instructional program.	Teacher provides frequent information to parents, as appropriate, about the instructional program. Students participate in preparing materials for their families.
Information About Individual Students	Teacher provides minimal information to parents and does not respond or responds insensitively to parent concerns about students.	Teacher adheres to the school's required procedures for communicating to parents. Responses to parent concerns are minimal.	Teacher communicates with parents about students' progress on a regular basis and is available as needed to respond to parent concerns.	Teacher provides information to parents frequently on both positive and negative aspects of student progress. Response to parent concerns is handled with great sensitivity.
Engagement of Families in the Instructional Program	Teacher makes no attempt to engage families in the instructional program, or such attempts are inappropriate.	Teacher makes modest and inconsistent attempts to engage families in the instructional program.	Teacher's efforts to engage families in the instructional program are frequent.	Teacher's efforts to engage families in the instructional program are frequent and successful. Students contribute ideas for projects that will be enhanced by family participation.

ELEMENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
<b>Component 4d: Contributing to the School and District</b>				
Relationships with Colleagues	Teacher's relationships with colleagues are negative or self-serving.	Teacher maintains cordial relationships with colleagues to fulfill the duties that the school or district requires.	Support and cooperation characterize relationships with colleagues.	Support and cooperation characterize relationships with colleagues. Teacher takes initiative in assuming leadership among the faculty.
Service to the School	Teacher avoids becoming involved in school events or duties.	Teacher participates in school events and duties.	Teacher volunteers to participate in school events, making a contribution.	Teacher volunteers to participate in school events, making a substantial contribution, and assumes a leadership role in at least some aspect of school life.
Participation in School and District Projects	Teacher avoids becoming involved in school and district projects.	Teacher participates in school and district projects.	Teacher volunteers to participate in school and district projects, making a contribution.	Teacher volunteers to participate in school and district projects, making a substantial contribution, and assumes a leadership role in a major school or district project.
<b>Component 4e: Growing and Developing Professionally</b>				
Enhancement of Content Knowledge and Pedagogical Skill	Teacher engages in no professional development activities to enhance knowledge or skill.	Teacher participates in professional activities to a limited extent when they are convenient.	Teacher seeks out opportunities for professional development to enhance content knowledge and pedagogical skill.	Teacher seeks out opportunities for professional development and makes a systematic attempt to conduct action research in his classroom.
Service to the Profession	Teacher makes no effort to share knowledge with others or to assume professional responsibilities.	Teacher contributes to the profession in limited ways.	Teacher participates actively in assisting other educators.	Teacher initiates important activities to contribute to the profession, such as mentoring new teachers, writing articles for publication, and making presentations.

ELEMENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
<b>Component 4f: Showing Professionalism</b>				
Service to Students	Teacher's attempts to serve students are inconsistent.	Teacher meets building and/or district requirements to serve students.	Teacher is actively engaged in serving students.	Teacher is highly proactive in serving students, seeking out resources when necessary.
Advocacy	Teacher fails to contribute to school practices, therefore resulting in some students being ill served by the school.	Teacher contributes to school practices that result in most students being appropriately served by the school.	Teacher works within the context of a particular team or department to ensure that all students receive a fair opportunity to succeed.	Teacher makes a particular effort to challenge negative attitudes and helps ensure that all students, particularly those traditionally underserved, are honored in the school.
Decision Making	Teacher makes decisions based on self-serving interests.	Teacher's decisions are based on limited though genuinely professional considerations.	Teacher maintains an open mind and participates in team or departmental decision making.	Teacher takes a leadership role in team or departmental decision making and helps ensure that such decisions are based on the highest professional standards.

**New Miami Local School District  
Observation Report**

Teacher's Name: \_\_\_\_\_ School: \_\_\_\_\_ Grade Level/Subject: \_\_\_\_\_  
 Beginning Time: \_\_\_\_\_ Ending Time: \_\_\_\_\_ Number of Students: \_\_\_\_\_  
 Evaluator's Name: \_\_\_\_\_ School Year: \_\_\_\_\_ Observation Date: \_\_\_\_\_

Instructions: Teacher's performance will be evaluated on the following twenty-two criteria. Please use the following rating scale:  
 Any criteria receiving an unsatisfactory rating must include a specific recommendation for improvement.

<b>D=Distinguished</b>	<b>P=Proficient</b>	<b>B=Basic</b>	<b>U=Unsatisfactory</b>
------------------------	---------------------	----------------	-------------------------

<b>DOMAIN 1: Planning and Preparation</b>		<b>RATING</b>	<b>DOMAIN 2: The Classroom Environment</b>		<b>RATING</b>
1a	Demonstrating Knowledge of Content and Pedagogy		2a	Creating an Environment of Respect and Rapport	
1b	Demonstrating Knowledge of Students		2b	Establishing a Culture of Learning	
1c	Selecting Instructional Goals		2c	Managing Classroom Procedures	
1d	Demonstrating Knowledge of Resources		2d	Managing Student Behavior	
1e	Designing Coherent Instruction		2e	Organizing Physical Space	
1f	Assessing Student Learning				

<b>DOMAIN 3: Instruction</b>		<b>RATING</b>	<b>DOMAIN 4: Professional Responsibilities</b>		<b>RATING</b>
3a	Communicating Clearly and Accurately		4a	Reflecting on Teaching	
3b	Using Questioning & Discussion Techniques		4b	Maintaining Accurate Records	
3c	Engaging Students in Learning		4c	Communicating with Families	*
3d	Providing Feedback to Students		4d	Contributing to the School District	*
3e	Demonstrating Flexibility & Responsiveness		4e	Growing & Developing Professionally	*
			4f	Showing Professionalism	*

\*To be addressed in the final Evaluation Summary Report (may include relevant observable behavior; outside the formal 30 minute observation period).

Evaluator Name: \_\_\_\_\_ Teacher's Name: \_\_\_\_\_

Under each category list commendations as well as any recommendations regarding desired improvements and the means by which the teacher may obtain assistance in making such improvement.

Summary of Domain 1: Planning and preparation (How a teacher organizes the content students are to learn):

Summary of Domain 2: The Classroom Environment (Defines the interactions in the classroom):

Summary of Domain 3: Instruction (The fundamental heart of teaching.)

Summary of Domain 4: Professional Responsibilities (Roles the teacher plays outside the classroom.)

Pre-conference Date: \_\_\_\_\_

Classroom Observation Date: \_\_\_\_\_

Post Conference Date: \_\_\_\_\_

Contract in Status: \_\_\_\_\_ Date: \_\_\_\_\_

Signature indicates completion of the appraisal process not necessarily consensus. Teacher has the right to attach a written response.

Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Teacher's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NEW MIAMI LOCAL SCHOOL DISTRICT  
EVALUATION SUMMARY REPORT**

Teacher: \_\_\_\_\_

Subject/Grade: \_\_\_\_\_

Pre Observation Conference 1 Date: \_\_\_\_\_

Pre Observation Conference 2 Date: \_\_\_\_\_

Observation 1 Date: \_\_\_\_\_

Observation 2 Date: \_\_\_\_\_

Post Observation 1 Date: \_\_\_\_\_

Post Observation 2 Date: \_\_\_\_\_

Commendations:

Recommendation:

Contract Status:

Teacher Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Evaluator Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Teacher signature does not necessary imply agreement.



**NEW MIAMI SCHOOL DISTRICT'S ENTRY YEAR PROGRAM**  
**New Miami School District Guidelines**  
**APPENDIX C**

**ENTRY YEAR/MENTOR TEACHER PROGRAM**

Overview

Entry year is a vehicle for providing direct assistance to New Miami's beginning teachers via mentors, who will offer the support necessary to help them meet the requirements for a professional license. A provisional teacher license is required by all teacher candidates for admittance to the Entry Year program. This license, valid for two years, is issued to an individual who holds a degree required by the license, who has successfully completed an approved program of preparation, who is deemed of good moral character, who has successfully completed an examination prescribed by the State Board of Education, who has demonstrated skill in integrating educational technology in the instruction of children, who has been recommended by the dean or head of teacher education at an institution approved to prepare teachers, and who has completed as required in Section 3319.24 of the Revised Code, a minimum of six semester hours in the teaching of reading, including at least one separate three semester hour course in the teaching of phonics, for the early childhood, middle childhood licenses, and intervention specialist.

The entry year program shall be one academic year in length (i.e., a minimum of 120 school days). Teachers or principals may attempt to complete the EY requirements no more than two times under the provisional license. Failure to successfully complete the EY requirements after the second attempt will result in the loss of the provisional license until such time as the candidate completes additional coursework, supervised field experiences, and/or clinical experiences as designated by a college or university approved for educator preparation.

The **Praxis III Professional Assessment for Beginning Teachers**, adopted by the State Board of Education will be used as Ohio's performance assessment for licensing all beginning teachers.

**Guideline 1:** The planning of the Entry Year Program shall be developed by school personnel, a majority of whom shall be practicing classroom teachers, in partnership with colleges or universities preparing teachers while collaborating with regional education service providers. Collaborative work with Educational Service Centers, ESC Regional Professional Development Centers (RPDC), Special Education Regional Resource Centers (SERRC) and connections with the districts' continuous improvement or strategic plans are required.

Administrative Code: (3301.24.04)

**Guideline 2:** Orientation for Entry Year Educators and Mentors shall include an explanation of the following:

1. The Entry Year Process as a system for professional development support and assessment of Entry Year Teachers.
2. How and when the Entry Year Teacher will be assessed.
3. The roles and responsibilities of the mentor and the Entry Year Teacher.
4. How the Entry Year Program aligns with the Teacher Education and Licensure Standards.

5. Entry Year teachers complete the state required **Candidate Profile** form.
6. Any teacher hired after November 15 will not be considered an Entry Year Teacher for that current school year. Such teachers should be listed as EYTs for the next school year.

Administrative Code: (3301.24.02 and 3301.24.04)

### **Guideline 3: Identification of Mentors**

#### Selection Criteria

1. Mentors' abilities to support and coach Entry Year Teachers, to enhance professional growth and understanding of planning, preparation, and presentation of various learning activities, and ways to evaluate student learning.
2. An awareness of instructional methods and the professional responsibilities need to improve teaching skills and increase student learning.
3. Training in Pathwise and Ohio FIRST to develop effective observation and coaching skills, and provide objective feedback.
4. Assistance in preparing for the performance based assessment, (Praxix III), needed for earning a five year professional license.

Administrative Code (3301.24.04 and 3301.24.05)

### **Guideline 4: Mentor Assignment**

1. Every Entry Year Teacher shall be assigned a mentor.
2. No more than one Entry Year teacher shall be assigned to a mentor.
3. Pairing of the Entry Year Teacher with the assigned mentor will occur during a Planning Meeting of the Entry Year Committee in August of each new year.
4. Mentor stipends shall be paid at Level III on the Supplemental Salary Schedule.

Administrative Code: (3301.24.04)

### **Guideline 5: Mentor Training**

1. All mentors must participate in Pathwise Training (2) days and Ohio FIRST (4) days.
2. On-going continuous and consistent professional development in mentoring will be required of all mentors.

### **Guideline 6: Mentor Activities**

1. Designated time both common and flexible within the school day will be provided to facilitate mentor/Entry Year Teacher meetings and observations of each other. Mentor time beyond the normal work day will consist of approximately 25 hours per calendar year.
2. Mentors shall maintain confidential records. These records shall reflect discussions and classroom observation notes.
3. The mentor/Entry Year Teacher will participate in (1) one day of orientation prior to the first required attendance day for the teaching staff.

4. The mentor/Entry Year Teacher will participate in the end of the year mentor/Entry Year Program wrap-up.
5. No mentor teacher shall participate in any informal or formal evaluation of an Entry Year Teacher, nor make any recommendations regarding the assignment or continued employment of the teacher.
6. Mentor/Entry Year Teachers will participate in regional support and networking activities coordinated through state designated service agencies, (e.g., Educational Service Centers, Regional Professional Development Centers, Special Education Resource Centers), colleges and universities, professional associations and community agencies.

Administrative Code: (3301.24.04)

#### **Guideline 7: Mentor Coordination**

1. A teacher lead mentor and/or mentor coordinator shall be identified, and will ensure that Entry Year requirements are being met and facilitate the support provided to Entry Year Teachers, mentors, and the mentoring team.
2. An opportunity shall be provided for the teacher lead mentor and/or mentor coordinator to meet with district mentors and mentor/Entry Year Teacher teams to monitor, evaluate and provide support for program activities.
3. A teacher lead mentor and/or mentor coordinator will have the same training as required for a mentor teacher.
4. Teacher lead mentor stipends shall be paid at Level III on the Supplemental Salary Schedule.

Administrative Code: (3301.24-02 and 3301.24.04)

#### **Guideline 8: Entry Year Program Final Report**

1. The teacher lead mentor and/or mentor coordinator shall submit the required final report to the Department of Education. The format and substance of the report shall include:
  - All indicators referenced in the guidelines.
  - An Entry Year Program evaluation with goals for following academic year.
  - A listing of change in partnerships with outside universities, regional providers, professional associations and community agencies and their role.
  - A final budget report covering federal, state, local and other funds used to support the Entry Year Program.
  - A budget proposal for the following academic year addressing how funds would be used to address the needs outlined in the final evaluation.
  - Documentation showing successful completion of the Entry Year Program.
  - Surveys or other tools used to collect feedback from both Entry Year Teachers and mentors, including how the effectiveness of the Entry Year Teacher/mentor relationship is determined.



## NEW MIAMI LOCAL SCHOOL DISTRICT

SALARY SCHEDULE

## CERTIFIED EMPLOYEES

2011 – 2012

<u>STEP</u>	<u>BA</u>	<u>150 HRS (BA REQUIRED)</u>	<u>MA</u>	<u>MA+15</u>
0	\$31,841 1.0000	\$33,051 1.0380	\$34,866 1.0950	\$35,885 1.1270
1	\$33,051 1.0380	\$34,420 1.0810	\$36,394 1.1430	\$37,413 1.1750
2	\$34,261 1.0760	\$35,789 1.1240	\$37,923 1.1910	\$38,942 1.2230
3	\$35,471 1.1140	\$37,158 1.1670	\$39,451 1.2390	\$40,470 1.2710
4	\$36,681 1.1520	\$38,528 1.2100	\$40,979 1.2870	\$41,998 1.3190
5	\$37,891 1.1900	\$39,897 1.2530	\$42,508 1.3350	\$43,527 1.3670
6	\$39,101 1.2280	\$41,266 1.2960	\$44,036 1.3830	\$45,055 1.4150
7	\$40,311 1.2660	\$42,635 1.3390	\$45,564 1.4310	\$46,583 1.4630
8	\$41,521 1.3040	\$44,004 1.3820	\$47,093 1.4790	\$48,112 1.5110
9	\$42,731 1.3420	\$45,373 1.4250	\$48,621 1.5270	\$49,640 1.5590
10	\$43,941 1.3800	\$46,743 1.4680	\$50,150 1.5750	\$51,168 1.6070
11	\$45,151 1.4180	\$48,112 1.5110	\$51,678 1.6230	\$52,697 1.6550

12	\$46,934 1.4740	\$50,022 1.5710	\$53,779 1.6890	\$54,798 1.7210
13	\$48,749 1.5310	\$51,933 1.6310	\$55,881 1.7550	\$56,900 1.7870
14	\$50,500 1.5860	\$53,843 1.6910	\$57,982 1.8210	\$59,001 1.8530
15	\$52,283 1.6420	\$55,754 1.7510	\$60,084 1.8870	\$61,103 1.9190
20	\$54,066 1.6980	\$57,664 1.8110	\$62,185 1.9530	\$63,204 1.9850
25	\$55,849 1.7540	\$59,575 1.8710	\$64,287 2.0190	\$65,306 2.0510

## NEW MIAMI LOCAL SCHOOL DISTRICT

SALARY SCHEDULE

## CERTIFIED EMPLOYEES

2012 – 2013

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## NEW MIAMI LOCAL SCHOOL DISTRICT

SALARY SCHEDULE

## CERTIFIED EMPLOYEES

2013 – 2014

<u>STEP</u>	<u>BA</u>	<u>150 HRS (BA REQUIRED)</u>	<u>MA</u>	<u>MA+15</u>
0	\$31,841 1.0000	\$33,051 1.0380	\$34,866 1.0950	\$35,885 1.1270
1	\$33,051 1.0380	\$34,420 1.0810	\$36,394 1.1430	\$37,413 1.1750
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25	\$55,849 1.7540	\$59,575 1.8710	\$64,287 2.0190	\$65,306 2.0510

NEW MIAMI LOCAL SCHOOL DISTRICT

SALARY SCHEDULE

CONTRACT PARAPROFESSIONALS

2011 – 2012

<u>STEP</u>	<u>SALARY</u>	<u>INDEX</u>
0	\$16,271	1.0000
1	\$16,919	1.0398
2	\$17,566	1.0796
3	\$18,211	1.1192
4	\$18,858	1.1590
5	\$19,502	1.1986
6	\$20,150	1.2384
7	\$20,794	1.2780
8	\$21,442	1.3178
9	\$22,088	1.3575
10	\$22,735	1.3973
11	\$23,380	1.4369
12	\$24,027	1.4767
13	\$24,675	1.5165
14	\$25,321	1.5562
15	\$25,965	1.5958
20	\$26,611	1.6355
25	\$27,259	1.6753

NEW MIAMI LOCAL SCHOOL DISTRICT

SALARY SCHEDULE

CONTRACT PARAPROFESSIONALS

2012 – 2013

<u>STEP</u>	<u>SALARY</u>	<u>INDEX</u>
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1	\$16,919	1.0398
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14	\$25,321	1.5562
15	\$25,965	1.5958
20	\$26,611	1.6355
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**NEW MIAMI LOCAL SCHOOL DISTRICT**

**SALARY SCHEDULE**

**CONTRACT PARAPROFESSIONALS**

**2013 – 2012**

<u>STEP</u>	<u>SALARY</u>	<u>INDEX</u>
0	\$16,271	1.0000
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2	\$17,566	1.0796
3	\$18,211	1.1192
4	\$18,858	1.1590
5	\$19,502	1.1986
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14	\$25,321	1.5562
15	\$25,965	1.5958
20	\$26,611	1.6355
25	\$27,259	1.6753

**APPENDIX E**

Salaries shall be calculated at a percent of the base as indicated below. For the 2009 – 2010 and 2010 – 2011 school years, the supplemental salaries shall be tied to the base salary of the 2008 – 2009 school year.

<u>Level I</u>	1.8%	
<u>Level II</u>	2.8%	
<u>Level III</u>	3.9%	Honor Society Junior High Assistant Volleyball (7 <sup>th</sup> ) District Newsletter Elementary Student Council Elementary Yearbook Lead Mentor Mentors
<u>Level IV</u>	4.7%	Junior High Cheerleader Advisor Show Choir Play/Musical Junior High Head Volleyball (8 <sup>th</sup> ) Junior High Assistant Football Newspaper Year Book Flag Corp Dance Team/Drill Team Gymnastics Coach Peer Group Facilitator (2)
<u>Level V</u>	6.4%	
<u>Level VI</u>	7.4%	Weight Training Junior High Assistant Basketball (7 <sup>th</sup> ) Elementary (K-6) Technology Coordinator High School (7-12) Technology Coordinator Junior High Baseball Junior High Softball
<u>Level VII</u>	8.0%	Varsity/Reserve Football Cheerleading Sponsor Varsity/Reserve Basketball Cheerleading Sponsor Reserve Baseball Freshman Basketball Junior High Head Football Junior High Head Basketball (8 <sup>th</sup> ) Asst. Varsity/JV Volleyball Summer Basketball Conditioning Summer Football Conditioning Reserve Softball Activity Director (2)



## MEMORANDUM OF UNDERSTANDING

It is hereby understood between the New Miami Education Association and the New Miami Local School District Board of Education that any teacher receiving National Board Certification shall receive a one thousand (\$1,000.00) dollar stipend from the Board of Education. In order to be eligible for the one thousand (\$1,000.00) dollar stipend, the teacher must provide verification of their National Board Teacher Certification to the Superintendent's office no later than December 15 of the year in which the teacher becomes certified. The one thousand (\$1,000.00) dollar stipend shall be payable to the teacher in their last paycheck in May.

This memorandum shall expire by its terms on July 1, 2012.

\_\_\_\_\_  
Melissa Kircher , SUPERINTENDENT

\_\_\_\_\_  
ASSOCIATION PRESIDENT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE