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0226-01

11-MED-04-0660

STATE EMPLOYMENT
RELATIONS BOARD

2011 SEP 21 P 2:44

MASTER CONTRACT AGREEMENT

between the

LAKOTA EDUCATION ASSOCIATION (LEA)

and the

LAKOTA BOARD OF EDUCATION

of the

LAKOTA LOCAL SCHOOL DISTRICT
BUTLER COUNTY, OHIO

EFFECTIVE: July 1, 2011 through June 30, 2014
(As outlined in Article 28- Duration)

Approved by LEA

Approved by the Board

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ARTICLE I – RECOGNITION

- 1.01 **The Lakota Board of Education**, hereinafter referred to as the "Board", recognizes the Lakota Education Association OEA/NEA, hereinafter referred to as the "Association," as the exclusive and sole bargaining agent for the bargaining unit as defined herein.
- 1.02 **The Association** recognizes the Board as the duly elected body charged with the establishment of policy on public education in the Lakota Local School District and as the employer of all personnel of the school system under state law. The Association further recognizes that the Board has the sole responsibility for the management and control of all the public schools of whatever name or character in the district and is specifically delegated with the responsibility of making the rules and regulations by which the district will be governed as provided by sections 3313.47, and 4117.08 A or C of the Ohio Revised Code, and except as may be limited by this agreement. The Board retains the following enumerated rights:
- 1.201 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 Lakota Local School District, standards of services, the Board's overall budget, utilization of technology, and organizational structure
 - 1.202 To direct, supervise, evaluate or hire employees
 - 1.203 To maintain and improve the efficiency and effectiveness of the Lakota Local School District
 - 1.204 To determine the overall methods, process, means, or personnel by which the operations of the Lakota Local School District are to be conducted
 - 1.205 To suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees
 - 1.206 To determine the adequacy of the work force
 - 1.207 To determine the overall mission of the Lakota Local School District
 - 1.208 To effectively manage the work force
 - 1.209 To take actions to carry out the mission of the Lakota Local School District
- 1.03 The employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions for the employment, subcontracting of bargaining unit work, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.
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ARTICLE II – DEFINITIONS

2.01 **Bargaining Unit** – the bargaining unit shall be defined as all employees who are under contract with the Board on a full-time¹ or regular part-time² basis as instructors (as defined in Ohio State Law, Section 7.01) including any substitute teacher who has been employed in the same teaching position for sixty (60) continuous days. The following shall be excluded from the bargaining unit:

¹ Full-time: Teacher/member working 7-1/2 hours per day

² Regular part-time: Teacher/member working anything less than 7-1/2 hours per day

Substitute teachers employed in the same position for less than 60 continuous days, supervisory employees including but not limited to the superintendent, assistant superintendent, principals, assistant principals, directors and all others who have the authority to employ, evaluate, transfer, assign, discipline, or discharge members of this bargaining unit or have the responsibility to make recommendations thereon.

2.02 **Days** - Refers to normal postal delivery days (excluding Saturdays) except Thanksgiving break, Winter break, and Spring break.

2.03 **Good Faith** - the willingness to consider, propose, and make counter proposals in an effort to reach a mutually-agreeable position on matters which are negotiable. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. The unwillingness of one or other party to change its position shall not constitute bad faith.

2.04 **Seniority** - shall be defined as the length of continuous employment with the Board as a teacher commencing with the most recent effective date of employment as verified by the Board minutes.

2.05 **When two (2) teachers** have equal seniority the teacher with the greatest number of years in the Lakota Local School District shall be ranked the most senior. If a tie remains, the date of the appointment recommendation form and/or employee action form shall determine the teacher more senior. If a tie remains, said teachers shall participate in a drawing to establish their seniority ranking for the particular situation.

2.06 **Continuous employment** as referenced in 2.04 above shall include all time on Board approved leaves of absence and all time that a teacher's contract has been suspended pursuant to section 6.01 provided there is no break in employment without regard for non-renewal and reemployment for the purpose of adjusting work schedules or hours or for contract suspension as a result of reduction in force.

2.07 **For purposes of this contract**, teacher shall mean any member of the bargaining unit as defined in 2.01 above.

2.08 **Full-Time Equivalent (FTE)** means that portion of a full-time teaching load or teaching assignment held by a regular part-time teacher. FTE is expressed as a decimal or as a percent of a full teaching assignment based on a) the number of secondary teaching periods in a full time assignment or b) the time a full time elementary teacher spends in instruction. The length of the workday for a part-time teacher is determined by multiplying the hours in a full-time teacher day by the FTE.

- 2.09 **A verbal warning** (see section 10.03) is an informal step in a progressive disciplinary process. This warning is delivered orally by the supervisor with no written record of it appearing in a teacher's personnel file. This warning is not grievable and is meant to prevent the need for a more formal reprimand (oral or written) in the future.
- 2.10 **An oral reprimand** (see section 10.03) is typically the initial formal step in a progressive disciplinary process, usually following a verbal warning. It is a reprimand delivered orally by the supervisor but documented in writing using the "Documentation of Oral Reprimand" form. The written documentation of an oral reprimand shall become a part of the teacher's personnel file. A teacher's response may be attached. At the request of the bargaining unit member, all copies of documentation of an oral reprimand shall be returned to the member after two years without an occurrence similar to the occurrence which originally resulted in the oral reprimand.
- 2.11 **A written reprimand** is typically a step in a progressive disciplinary process beyond or in follow-up to, the oral reprimand. A written reprimand is always reduced to writing, and a copy of the written reprimand shall become a part of the teacher's personnel file. A teacher's response may be attached.
- 2.12 **A "Non-Student Workday"** is defined as a day when members work in their individual classrooms. No less than 50% of each day shall be set aside for individual classroom work. In cases of consecutive Non-student workdays, no less than 50% of the total shall be set aside for individual classroom work. In exceptional circumstances, the Superintendent may approve reduction of individual classroom time below 50%.

ARTICLE III – NEGOTIATION PROCEDURES

- 3.01 Items proposed for negotiations shall be submitted by the president of the Association to the superintendent or by the superintendent to the president of the Association in accordance with Article 3.02 of this contract.
- 3.02 **Negotiation Procedures**
- 3.0201 Items proposed for negotiations shall be submitted by the president of the Association to superintendent or by the superintendent to the president of the Association not more than one hundred twenty (120) days or not less than sixty (60) days prior to the expiration of the contract.
- 3.0202 The initiating party shall include the following:
- A. Date of Request
 - B. Statement of purpose for meeting
 - C. Person to Contact
 - D. The place where the meeting will be held.
- 3.0203 The receiving party shall respond and include the following
- A. Date of Response
 - B. Acknowledgement of receipt of negotiations request
 - C. Person to contact
- 3.0204 The requesting party shall serve a copy of the request and the current contract upon the State Employment Relations Board (SERB).

3.03 **Negotiations Meetings**

- 3.0301 The parties shall meet at a time and place as established under Sections 3.0202 of this Article for the first negotiation meeting.
- 3.0302 A time, place and date for the next session shall be established before concluding the first and each successive negotiation meeting.
- 3.0303 Specific written proposals shall be exchanged by the parties at the first meeting unless otherwise mutually agreed. The proposals shall in form and detail specify that to which agreement is sought in terms acceptable to the proponent, so that without clarification or supplementation and, if such proposal is agreed to by the other party, it shall express the whole agreement between the parties with respect thereto. The party requesting negotiations shall present and explain its proposals first. The other party will then present and explain its proposals. Subsequently, no new proposals shall be considered unless otherwise mutually agreed.
- 3.0304 The agenda for the subsequent meeting shall be determined at the end of each meeting.
- 3.0305 All meetings shall be scheduled after school hours unless otherwise mutually agreed.

3.04 **Negotiation Teams**

- 3.0401 Each team shall consist of up to three (3) people of the party's choice. Each team shall designate a spokesperson. All negotiations shall be conducted exclusively by the said teams.
- 3.0402 Either party may call upon professional and lay consultants (in addition to their representatives) to present testimony and facts concerning matters under discussion. Up to two (2) consultants may be used by each of the parties in any negotiation session. The cost of such consultants shall be borne by the party requesting their services. The party using consultant shall provide notice of the fact one day prior to the meeting naming the person who will make the presentation and the subject of same.
- 3.0403 When unforeseen circumstances make it impossible for the chief spokesperson for either party to be in attendance, or cause him/her to be late, it shall be the duty of that team to notify the other as promptly as possible. Both parties shall agree to a time, date, and place for the next negotiation session.
- 3.0404 Either party may have up to two (2) observers present at each session. The observers may not participate in the bargaining process. In no event shall the total number of team members and observers exceed five (5) at any one session.
- 3.0405 While no final agreement shall be executed without ratification by the Association, and adoption by the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make and consider proposals and counterproposals; and to make concessions in the course of negotiations so as to reach agreement.

3.05 Information

The designated representatives of the Board and the Association agree to make available to each other upon reasonable request and in reasonable time, all available public information pertinent to the matter or matters then under negotiation.

3.06 Caucus

Either team may call for a caucus at any time. A caucus shall not be for longer than thirty (30) minutes unless an extension is mutually agreeable to both parties.

3.07 Item Agreement

As items receive tentative agreement, they shall be reduced to writing and initialed by each party. Such initialing shall not be considered as a final agreement by the parties and it is expressly understood by the parties that the tentative agreement reached on any item may be revised or withdrawn by either party at any time during the negotiations process.

3.08 Agreement

When substantive agreement is reached through negotiation, the outcome will be reduced to writing, signed by the spokesperson of each negotiations team and submitted to the Association's membership with a recommendation by the Association's bargaining team and to the Board for its consideration with a recommendation for acceptance by its team.

3.0801 The ratification vote by the Association's membership shall be communicated to the Board by the president of the Association in writing. Upon receipt of written notification that the Association has ratified the tentative agreement, the Board shall meet within fourteen (14) days to consider the approval or non-approval of the tentative agreement.

3.0802 The agreement shall treat all members of the bargaining unit equally.

3.09 Interest Based Bargaining

In the event the parties agree to use an Interest Based Bargaining process, the following shall apply:

3.0901 The team shall be composed of fourteen (14) participants, six (6) from each party plus one professional consultant from each party. The parties may mutually agree to change the team size. Other consultants, experts as required, may be requested by either side to present information to the team. Any costs for such consultants shall be paid by the requesting side.

3.0902 All prospective team participants must receive training in Interest Based Bargaining processes in order to become team members.

3.0903 Facilitators used in this process shall be from the Federal Mediation and Conciliation Service or the State Employment Relations Board.

3.0904 Interest Based Bargaining Protocols:

- A. Confidentiality shall be maintained until the negotiations process is completed, with no observers present.
- B. Decision-making shall be by consensus.
- C. Substitutes are permitted provided such individuals have received training in the Interest Based Bargaining process.
- D. Caucuses shall be permitted; however, an explanation of the reason for the caucus is required. Such caucus shall be for no longer than fifteen (15) minutes except by mutual agreement of both sides.
- E. Each party has the right to exit the process and revert to the process outlined in 3.02 through 3.08. A party electing to exit the process must explain the reasons for the exit. One additional meeting is required prior to exiting. Issues that have been resolved will be decided by mutual agreement by both parties before the exit.
- F. A maximum of 10 issues may be raised by each side.
- G. No Unfair Labor Practice charges may be filed as a result of the Interest Based Bargaining process.
- H. Agreed to issues shall be written as soon as possible for review and decision by the team.
- I. A quorum shall consist of at least eight (8) team members, four (4) from each side.

3.10 Impasse

If an agreement has not been reached after forty-five (45) calendar days from the first meeting between the bargaining teams, either party may declare impasse and call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations. A party may not declare initial impasse until five (5) negotiation sessions have occurred. If a party calls for FMCS involvement, the other party shall join in a joint request. A private mediator may be utilized if mutually agreed to by the Board and the LEA. If a private mediator is utilized, the parties will agree to equally split the cost of the mediator.

The mediation period shall be sixty (60) calendar days from the first meeting with the mediator. After the sixty (60) calendar day period has expired and after at least three (3) sessions with a federal mediator (or a mutually agreed upon private mediator), if an agreement has not been reached, then the impasse procedures of this contract shall be deemed to have been completed and an ultimate impasse shall exist. At that time the Board shall have the right to implement its final offer if it so chooses and the Association shall have the right to strike under the provisions of ORC Chapter 4117 if it so chooses. Prior to implementation of the Board's final offer, the Board must provide at least ten (10) calendar days written notice to the LEA. This notice shall contain the Board's final proposal. Notwithstanding the timelines contained in this section, the Board may not implement a final offer until the master agreement has expired. During this ten (10) day period the LEA may request to continue to negotiate with the Board. In the event a request to negotiate is received by the Board, the Board will ensure that at least one negotiation session is provided prior to the implementation of the Board's final offer.

3.11 In-term Bargaining

If during the life of the contract, bargaining is necessary, section 3.10 of this contract shall govern the impasse procedures.

ARTICLE IV – GRIEVANCE PROCEDURE

- 4.01 **Definition of Grievance** — A grievance is a complaint involving the violation, misinterpretation or misapplication of the contract entered into between the Board and the Association.
- 4.02 **Definition of Grievant** — shall mean the teacher(s) or the Association filing the grievance.
- 4.03 **Purpose** — The purpose of the grievance procedure is to secure, at the lowest possible administrative level, proper solutions to grievances. Both parties agree that grievance proceedings shall be kept as informal and confidential as possible at all levels of the procedure.
- 4.04 **Grievance Procedure**

- 4.0401 Step One. A grievant shall have the right to lodge a written grievance with the employee's building principal or the appropriate administrator.

If the action which is the basis of said grievance occurs during the summer break between school years, the teacher shall have 25 days after he/she became or should have become aware of said action to file a written grievance. A grievance occurring any other time shall be filed within 25 days of the occurrence of the act or condition which is the basis of said grievance. Failure to file a grievance within the time provided herein shall constitute a waiver of right to file a grievance and said grievance shall be void.

- A. The written grievance shall be on a standard form supplied by the Board and shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific provision of the contract allegedly violated, misinterpreted or misapplied (attached as Appendix A)
- B. A copy of such grievance shall be filed with the superintendent and Human Resources.
- C. The grievant shall have a hearing before the building principal. The grievant shall be advised in writing of the time, place and date of the hearing which shall be within seven (7) days of the principal's receipt of the grievance. The hearing between the grievant and principal shall involve those two parties only, unless either party requests to be accompanied by a representative of his/her choice.
- D. The building principal shall take action on the written grievance within seven (7) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant, the superintendent, Human Resources and the Association.

- 4.0402 Step Two: If the action taken by the building principal does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal in writing to the superintendent or his/her designee.

- A. Failure to file such appeal within seven (7) days of the receipt of the written memorandum of the principal's action on said grievance shall be deemed a waiver of the right to appeal and the grievance shall be void.
- B. A hearing shall be conducted by the superintendent, or his/her designee, within seven (7) days after receipt of the appeal. The grievant and the Association shall be advised in writing of the time, to be represented at such hearing by a representative of his or her

choice. The Association and the Administration shall provide each party with the names/titles of those who will be in attendance at the meeting.

- C. The superintendent, or his/her designee, shall take action on the appeal of the grievance within seven (7) days after the conclusion of said hearing. The action the grievant and the building principal and the Association
- D. Following the appeals hearing, the action taken and the reasons for the action shall be reduced to writing and a copy given to the superintendent, Human Resources and the Association. The superintendent will either:
 - 1. Respond within seven days to the Association and grievant as to whether he/she would like a hearing with both parties. With mutual agreement from both parties the arbitration timeline can be extended; this agreement will be put into writing and the extension shall not exceed seven (7) days from the response date
 - 2. Uphold the designee's decision at which time the Association may appeal the decision to arbitration within seven (7) days of the receipt of the superintendent's decision.

4.0403 Step Three: If the grievant is not satisfied with the decision at step two, the Association may appeal the decision to arbitration with seven (7) days of the receipt of the superintendent's decision.

- A. The notice of appeal at step three shall be filed with the Treasurer of the Board. Failure to file such an appeal within seven (7) days of the receipt of the Superintendent's action on said action shall be deemed a waiver of the right to appeal and the grievance shall be void.
- B. The parties shall request a list of arbitrators from the American Arbitration Association. The arbitrator will be selected in accordance with the rules and regulations of the American Arbitration Association, except as herein modified. If no arbitrator is mutually acceptable from the list supplied by the American Arbitration Association, an additional list or lists will be requested.
- C. The arbitrator shall conduct a hearing and receive such evidence as testimony as he/she deems proper. Such hearing shall be held at the earliest time mutually convenient to the Association, the Board and the Arbitrator.
- D. Within thirty (30) days of the hearing of the grievance, the arbitrator shall issue his/her written report and recommendations. The report shall be transmitted simultaneously to the Association and the Board
- E. The decision of the arbitrator shall be final and binding on the Board, the grievant(s), and the Association. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her. The arbitrator shall have no power to add to, subtract from, or change, modify or amend any of the terms and provisions of this agreement, or any other written agreements between the Board and Association
- F. The Board and the Association shall equally share the fees and expenses of the arbitrator and any expenses incidental to the arbitration proceedings. Each however, shall be responsible for the fees and expenses of its representative.

4.05 Miscellaneous Provisions

4.0501 A teacher who participates in this grievance procedure shall not be subject to discipline or reprisal because of such participation. A copy of the grievance shall not be filed in the teacher's personnel folder.

4.0502 Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses to be present. When possible the hearing will be held after regular school hours, or during non-teaching

time of the personnel involved. When such hearing and conferences are held at the option of the administration or the Arbitrator during school hours, all employees whose presence is required shall be excused with pay for that purpose.

- 4.0503 It is important that a grievance be processed as rapidly as possible. The number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process. The time limits specified may be extended by mutual agreement.
- 4.0504 All grievances may be withdrawn at any level without prejudice. In the case of grievances filed by individuals, the teacher involved has the right to withdraw the grievance at any time.

ARTICLE V – ASSOCIATION RIGHTS

- 5.01 **The Association** shall be granted the following organizational rights as the sole and exclusive bargaining agent of the instructors employed by the Board:
- 5.0101 To enter into collective bargaining discussions with the Board in accordance with the provisions of the contract.
- 5.0102 Use of all faculty bulletin boards in faculty lounges.
- 5.0103 The Association may use the school mail system and email network for distribution of Association materials to members of the bargaining unit.
- 5.0104 Upon approval of the building principal, the Association may use school buildings in the District for meetings.
- 5.0105 The Association may use the school duplicating equipment for the purpose of reproducing materials. The Association agrees to pay the cost of all materials used and to reimburse the District for any damage to the equipment caused by its misuse.
- 5.0106 The principal or his/her designee shall make announcements requested by the Association over the public address system.
- 5.0107 The Board will provide Board policy and the contract between the Board and the Association on the District intranet/internet website. Five copies of the contract between the Board and the Association will be provided to the officers of the Association.
- 5.0108 The Board will provide the Association president with a copy of the Board meeting agenda(s) and a copy of all Board minutes.
- 5.0109 The Association shall be provided the names, addresses and telephone numbers of all bargaining unit members unless the member objects to the release of this information.

- 5.0110 The official agent and spokesperson for the Association for all purposes shall be the president of the Association unless otherwise designated in writing.
- 5.0111 The member of the bargaining unit shall have the right to representation of his or her choice at all meetings which are likely to result in a reprimand and are disciplinary in nature. Except under extreme and/or unusual circumstances, the meeting shall be held within one week of the date requested.
- 5.0112 Members of the bargaining unit shall have the right to engage in concerted activities for the purpose of collective bargaining and for other mutual aid or protection. These rights allow members of the bargaining unit to organize, to bargain collectively and to engage in other activities designated to protect their working conditions without reprisal.
- 5.0113 Members of the bargaining unit living within the District will have the opportunity to enroll their children in the school of their choice.
- A. Members will be notified of the enrollment process when the enrollment period begins. Dates for the enrollment process will be added to the district calendar and enrollment forms will be available on lakotainline.com.
 - B. Member's children will automatically be accepted for enrollment if the timeline of the District and the policies of the Board are followed unless enrollment at their requested building and/or program is at capacity.

5.02 Payroll Deductions

- 5.0201 The Board shall provide through its treasurer, payroll deductions of the matters listed below as a service to the members.
- A. State, national and local income taxes
 - B. Retirement
 - C. Premiums for insurance purchased through the District
 - D. Association dues
 - E. Tax sheltered annuities – if fifteen (15) or more employees request the same annuity in accordance with 9.91 of the Ohio Revised Code
 - F. United way donations
 - G. Credit union
 - H. Political contributions
 - I. Tax-deferred purchasing of retirement service credit
 - J. A mandatory employee of 403(b) and 401(a) with ING for retiring employees 55 of age prior to retirement
 - K. A 457 Deferred Compensation Plan with ING and American Fidelity Other approved payroll deductions at the request of the employee.
 - L. Other approved payroll deductions at the request of the employee.
- 5.0202 Members of the bargaining unit shall have the privilege of payroll deductions of organizational dues for the Association and its affiliates.

- A. Members shall sign an authorization form requesting payroll deduction of any and all dues and assessments of the Association and its affiliates. Payroll deductions shall begin on the first pay in October and continue for ten (10) months on the first and second pay of each month
- B. Such authorization shall continue in effect until such time that said member gives written notice to the treasurer of the Board to discontinue such deductions or employment with the Board terminates.
- C. 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, within two (2) days of such action, the names of said members making such a request.
- D. Those members who join after November 1 of any school year shall have their dues deducted in equal amounts divided over the remaining payrolls of the school year in which they joined the Association.

5.0203 Fair Share Fee

- A. Payroll Deduction of Fair Share Fee — effective with the second payroll of January, 1993, the Board shall deduct from the pay of all full-time employees in the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such nonmembers 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. Each year thereafter, payroll deduction for fee payers will commence on the second payroll of January.
- 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 one hundred percent (100%) of the unified dues of the Association for full-time employees and one-half (1/2) dues for part-time employees except casual, daily rate substitutes, 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 sixty (60) days after initial employment.
 - 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 amounts 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 the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the constitutions for the United States and the State of Ohio.

- F. Entitlement to Rebate — Upon timely demand, non-members 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 the 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 which 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: (a) Give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding; (b) Permit the Association or its affiliates to intervene as a party if it so desires, and/or; (c) to not oppose the Association or its affiliates' application to file briefs amicus curiae in 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.
- H. Nothing in this article shall inhibit or interfere with the rights of any employees objecting to the payment of association dues or fair share fees based on religious grounds. The rights of such members shall be resolved under the provisions of Section 4117.09(C) of the Ohio Revised Code, allowing for the contribution of an equivalent amount to a charitable organization.
- I. Arbitrations under the Association's rebate procedure concerning fair share fee objections shall be held outside regular school hours.

5.03 Association Related Meetings

- 5.0301 The local Association president or officially elected delegates or alternates may attend the annual NEA/OEA Representative Assembly.
- 5.0302 The Board is not obligated for any expenses related to the assembly except to provide released time for said president, delegates or alternates.
- 5.0303 The Association president or president's designee shall also be allowed five (5) days released time in order to participate in impasse, grievance and arbitration hearings.
- 5.0304 The Association president or his/her designee may purchase additional released time for association business through the payment of his/her substitute's salary.

ARTICLE VI – REDUCTION IN FORCE

- 6.01 If, in the sole judgment of the Board, it determines to make a necessary reduction in force which may result in either (a) reducing the number of teachers employed by the district or (b) reducing the full-time equivalency of a teacher employed by the district for any reason including, but not limited to, those reasons set forth in 3319.17 of the Ohio Revised Code, then the following procedures shall be utilized when making that reduction:

6.0101 Reduction shall be made through attrition to the extent possible.

6.0102 If further reductions are necessary, limited contract teachers shall have their contracts suspended in accordance with seniority within the areas of teaching certification.

6.0103 If further reductions are necessary, continuing contract teachers shall have their contracts suspended in accordance with seniority within the areas of teaching certification.

6.02 **Laid-off teachers** will be placed on a recall list.

6.0201 If a vacancy occurs in a teaching position and certification area for which a laid-off teacher is certified and the laid-off teacher has taught within that certification during the last five (5) years, then those teachers meeting the qualifications for the vacancy as set forth above shall be recalled in the following order:

- A. Qualified continuing contract teachers in order of seniority.
- B. Qualified limited contract teachers in order of seniority.

6.0202 If there are no laid-off teachers who meet all of the qualifications set forth above to be eligible to fill the vacancy, but there are laid-off teachers who are properly certified to fill the vacancy, then those teachers who are properly certificated to fill the vacancy will be offered the vacant teaching position before a new employee is hired to fill same.

6.0203 A teacher shall remain on the recall list for two (2) school years. At the end of the two (2) year period, the Board has no further obligation under this contract to the teacher.

6.0204 Any teacher who is qualified for a vacant position and who refuses to accept a teaching position offered by the Board for which they are qualified shall be removed from the recall list and the Board's obligation under this contract to that teacher shall be terminated. Teachers who are certified for a vacant position, but do not meet qualifications for same under this provision shall have the right to refuse a vacant position for which they are not qualified, without loss of recall rights.

6.0205 The Board has fulfilled its responsibility herein by sending a written offer for a job vacancy to a teacher on the list by certified mail and email at the last known address given by the teacher. Unclaimed, refused or non-deliverable notices as well as failure to respond within ten (10) calendar days shall constitute refusal of the vacancy.

6.0206 Teachers on layoff shall be permitted to remain on the Board insurance plans provided the employee pays 100% of the cost of the premiums for said insurance to the treasurer in advance each month.

- A. The Board shall assume no responsibility for any cancellations of insurance coverage and its responsibility hereunder shall end if the teacher obtains other employment.

ARTICLE VII – NOTIFICATION OF VACANCIES AND TRANSFERS

7.01 Posting of Vacancy

- 7.0101 Vacancy shall mean any position that was previously held by a teacher or any new position created by the Board or any position for which teachers may be qualified and as the Board determines will be filled.
- 7.0102 All vacancies shall be posted in each building for a period of no less than five (5) days.
- A. All posting shall include, in addition to the information concerning building, grade level and/or department, all necessary information concerning the certification and/or licensure which is required and any specific qualifications deemed necessary in order to be considered for the position.
 - B. A currently employed teacher who requests a transfer will be considered.
 - C. When a position is filled using internal candidates, interviews may be conducted in person and/or over the phone.
 - D. No posting is required when a part-time position is increased in time or made a full-time position. The part-time teacher will become the full-time teacher but may request a voluntary transfer to another part-time position when such is posted.
- 7.0103 On or before May 1 of each year, the superintendent shall post in each building a list of known vacancies for the next school year.
- 7.0104 During the summer, vacancies shall be prominently posted at the administration office as they become known.
- 7.0105 Vacancies occurring from July 11th through August 10th will be posted for informational purposes only. Persons not employed under this agreement may also apply and may be considered. All qualified employees under this agreement may also apply and will be interviewed for any vacancy under this Article.
- 7.0106 Vacancies occurring after August 10th or during the school year may be filled without posting, but said positions shall be posted as vacant for the next school year. Positions not posted under the provisions of this section shall not be filled with regular contract teachers; newly created positions may be filled with regular contract teachers.
- 7.0107 Teachers who desire to fill a vacancy as defined above, shall, within five (5) days of the posting, complete the online application during the posting period with the Executive Director of Human Resources.
- 7.0108 No new teachers will be placed in any position until all transfer requests have been reviewed and the teachers placed or rejected.

7.0109 Teachers shall not be transferred for disciplinary reasons without the procedures listed below being followed:

- A. A teacher having particular problems will be advised of the problems in a conference with the building principal and, if requested by the teacher, an Association representative of his/her choice. The problems will be outlined and guidelines given on how the problems can be alleviated. Both the problems and guidelines will be given to the teacher in writing.
- B. Follow-up conferences will be held with the teacher and principal to assess whether or not progress has been made in improving the situation.
- C. If little or no progress has been made toward correcting the problems at the building level, a conference will be held with the Superintendent or his/her designee and, if requested by the teacher, an Association representative of his/her choice.
- D. If requested by the teacher, he/she will be given an opportunity to address the Board in executive session before Board action.

7.02 Voluntary Transfers

7.0201 Bargaining unit members may apply for vacant positions by submitting a written request by completing the online application during the posting period to the Human Resources office during the posting period.

- A. A voluntary transfer request indicates acceptance of the position if the request is granted
- B. Each voluntary transfer request is considered individually (no "group" transfers). Requests with qualifications ("I want to transfer if...") are considered without the qualifications.
- C. Granted voluntary transfers are not offers to be considered.
- D. No voluntary transfer precludes requesting a subsequent transfer to any posted position--including back to the former position if posted.

7.0202 Applications on file with the personnel administrator shall be considered before any outside applicants are considered. Applicants who are members shall be notified if they are no longer being considered. In the event an LEA officer or an applicant requests written notification of the reason why the member was not awarded the vacant position, the member and/or an LEA officer will be provided written reasons why the applicant was not awarded the vacant position. The reasons shall be educationally valid and shall not be arbitrary or capricious.

7.0203 In the event that no candidate meets the licensure requirement of the posted position, interviews may be granted to candidates who are pursuing the required licensure.

7.03 Involuntary Transfers

- 7.0301 Involuntary transfers will be made as necessary by the Board when adding or reducing positions and when it is considered to be in the best interests of students and teachers. Certification will be the only factor considered for involuntary transfers. Involuntary transfers shall be made for educationally valid reasons and shall not be arbitrary or capricious.
- 7.0302 Except in unusual and/or emergency circumstances, teacher(s) to be involuntarily transferred shall be informed in a conference with an administrator.

7.04 Transfers Due to Redistribution of Students

- 7.0401 Teachers who require reassignment due to redistribution of the student population will be assigned prior to postings open for voluntary transfer requests.
- 7.0402 Transfers of teachers due to redistribution of students which occur prior to postings will be by current teaching assignment (grade level or department).
- 7.0403 For the purpose of this section, a teacher in a currently-split assignment will be considered as a teacher in each assignment if the assignment is affected by the redistribution of students (e.g., [a] an elementary teacher of a split class with two grade levels will be considered a teacher at each grade level and [b] a secondary teacher in two different subject areas will be considered a teacher of each subject area).
- 7.0404 Request(s) for voluntary transfers prior to posting will be in the order of most senior teacher(s) first.
- 7.0405 If the least senior teacher(s) (among those in the current assignment) does not request a voluntary transfer, involuntary transfer of that least senior teacher(s) will result.

ARTICLE VIII – PERSONNEL FILES

- 8.01 The official personnel file of each teacher shall be housed at the central office although copies of portions of these files may be maintained elsewhere. The contents of these files shall be considered confidential and shall be shown to the public only to the extent required by the Ohio Sunshine Laws.
- 8.02 Teachers shall have access to their personnel files, upon request, during office hours. File inspection shall be in the presence of a member of the administrative staff. The administrator may waive his/her requirement to be present during the member's inspection of his/her file. The teacher may be accompanied by a representative of his/her choice when reviewing the file and obtain copies of material in his/her file. The teacher may be charged a reasonable fee for copies requested by him/her.
- 8.03 People authorized to review the personnel file of a member(s) shall be limited to the superintendent, members of the Board and other persons who have a legitimate administrative purpose to review the file.
- 8.04 All derogatory material placed in the file shall be shown to the teacher and initialed and dated by him/her. Initialing shall simply indicate the teacher has seen the derogatory material and if the teacher refused to initial same, it then may be placed in the file. The material therein must have been placed in a timely manner and must be relevant, accurate, and complete.

- 8.05 Anonymous complaints shall not be placed in a member's file or become matter of record.
- 8.06 The teacher may make a written response at any time to any material in the file and said response shall be attached to said material.
- 8.07 Nothing herein shall limit or minimize the rights which the teacher has pursuant to Chapter 1347 of the Ohio Revised Code.

ARTICLE IX – EVALUATION

The teacher evaluation program in Lakota consists of three phases. They are designed to provide beginning and veteran professionals developmentally appropriate support. All three phases are based on the Nineteen Performance-based Standards rubric which henceforth will be referred to as the Rubric (See Appendix B).

9.01 **The purpose of the Evaluation is:**

9.0101 To assess a teacher's work performance

9.0102 To help the teacher achieve greater effectiveness in performance of the work assignment and thereby improve the districts instructional program and reflected in the nineteen components of classroom performance as articulated in the Rubric.

9.0103 To constitute the basis for personnel decisions, including promotions, reassignments, continuing contract status, limited contract renewal, or contract non-renewal or termination.

9.02 **Procedures for Evaluation**

9.0201 Evaluator

Evaluation must be conducted by a person under contract with the Board as an administrator and who holds a certificate of superintendent, local superintendent, assistant superintendent, or principal. The evaluator shall be a member of the bargaining unit.

Under unusual circumstances, the evaluator may include a person holding a certificate of superintendent, local superintendent, assistant superintendent, or principal who is (a) under contract with the Butler County Office of Education, (b) assigned by the Butler County Office of Education full-time to the Lakota Local School District, and (c) assigned by the Lakota Local School District full-time to a position as building administrator. It is further agreed that any teacher assigned such individual specified in the paragraph above as an evaluator for a given year may request, following the first evaluation of the year, that the second evaluation be completed by an administrator meeting all requirements of this section and under contract with the Lakota Board of Education.

9.0202 Orientation

No later than October 1 each year, or in the case of a new teacher within a reasonable length of time from the first day worked, each teacher shall be notified of the name and position of the evaluating supervisor. The teacher shall also be informed at his time of the evaluation Phase to be used.

A teacher newly employed or reassigned after the beginning of the work year shall be notified by the evaluator of the evaluation procedures in effect. Such notification shall be within a reasonable length of time after the appointment of the assignment (within 30 days).

9.0203 Teachers on limited contracts will be evaluated on Phase I or Phase II/III during the year their contract expires. The evaluation cycle may be revised in any year for a teacher entering a new assignment. Each limited contract teacher during the year that his/her contract expires shall be provided with a written evaluation by January 10. In addition, the teacher may receive a second written evaluation provided to the teacher on or before April 10.

9.0204 Teachers on continuing contracts will be evaluated on Phase II/III no less than once every three (3) years. The evaluation cycle may be revised in any year for a teacher entering a new assignment. The written evaluation shall be provided to the continuing contract teacher no later than May 24th of the year in which he/she is evaluated.

9.0205 Criteria for Evaluation

A teacher shall be evaluated on criteria set forth in the evaluation instrument approved by the district committee on teacher evaluation or in a form of the instrument containing the same language but computer-generated in whole or in part. The basis for all evaluations shall be the Rubric agreed upon by the LEA and the Board. Ratings, summative comments and recommendations must be related to each other, substantiated with evidence and linked to the specific components of the rubric.

9.0206 All monitoring or observation of the work performances of a teacher shall be conducted openly and with full knowledge of the teacher.

9.0207 Phase I Evaluation

A. Phase I Eligibility -

The purpose of Phase I evaluation is to assess and enhance the classroom instruction of teachers based on all of the nineteen performance-based standards of quality teaching as articulated by the Lakota Education Association and the Lakota Board of Education (the Rubric).

1. All entry-year teachers will be placed in Phase I for a minimum of three (3) years.
2. All teachers new to the district with prior experience will be placed in Phase I for a minimum of two (2) years.
3. Teachers eligible for continuing contract will be evaluated according to either Phase I or Phase II, as appropriate, during the year of eligibility.

B. Phase I Process -

1. Teachers on limited contracts will be evaluated during the year their contract expires. Each limited contract teacher, during the year that his/her contract expires, shall be observed at least twice prior to January 1 with each observation lasting at least thirty (30) minutes and shall be provided a written evaluation incorporating these two observations and appropriate Domain I and IV documentation by January 10. The emphasis during each classroom observation will be on Domains II and III as outlined in the Rubric.
2. Evidence for Domains I and IV should come from a variety of balanced sources. Teachers may submit evidence of their professional performance in Domains I and IV to their evaluator during the course of the school year. In addition, the teacher may be observed two more times with each observation being at least thirty (30) minutes in length and occurring following receipt of the initial written evaluation and by March 31 with a second written evaluation being provided to the teacher on or before April 10.
3. A pre-conference will be held prior to the first observation of each evaluation cycle. Each classroom observation shall be followed by a post-conference between the observer and the teacher within a reasonable time after the observation. During the post-conference, positive points shall be discussed as well as areas of concern, if any, along with specific suggestions for improvement to be made. Each teacher shall receive a written copy of a classroom observation report.
4. Task Improvement Plans -
A teacher experiencing difficulty observed or identified during the formal evaluation process will be advised of the area(s) of concern in a conference with the evaluating administrator. When constructing a written Task Improvement Plan the following process will be used.
 - a. The administrator will outline Performance Goals and concern area(s) linked to the Rubric
 - b. The administrator and teacher will collaboratively define the Plan of Action.
 - c. The administrator will define the indicators of Success, which will be linked directly to the Rubric.
5. No later than January 10, a copy of the formal written evaluation report for the teacher's annual evaluation shall be given to the Limited contract teacher and a conference shall be held between the teacher and the evaluator.
6. No later than April 10, a copy of the formal written evaluation report for the teacher's second annual evaluation shall be given to the limited contract teacher and a conference shall be held between the teacher and the evaluator.
7. The performance evaluation of a teacher shall be based upon the observations of the performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report. The final evaluation report shall be placed in the teacher's personnel file at the central office.

9.0208 Phase II and III Evaluation

A. Phase II Eligibility -

1. The teacher may be moved from a Phase I evaluation to a Phase II evaluation upon meeting either "a" or "b" below and meeting both parts of "c" below.
 - a. In district minimum of 3 years if previously on limited contract or
 - b. In district minimum of 2 years if previously on continuing contract and
 - c. Successful completion of Phase I, including: Supervisor recommendation and no mark below proficient.
2. Following recommendation for movement from Phase I to Phase II, a Phase I evaluation shall not be an option.
3. The teacher eligible for consideration for continuing contract status will be evaluated according to either Phase I or Phase II during the year of eligibility for consideration.

B. Phase II Process -

The purpose of Phase II is to promote continued growth and development of Lakota's experienced teachers who will individually or collaboratively design a professional growth plan based on one or more of the nineteen performance-based standards of quality teaching as articulated by the Lakota Education Association and the Lakota Board of Education (the Rubric).

1. Phase II is designed to provide teachers who have met the requirements of Phase I with the opportunity to focus professional growth activities and annual assessment on one or more of the nineteen performance-based standards of quality teaching. Teachers will identify one to three components of professional performance goals, mutually agreeable to the teacher and to the evaluator. Teachers will be responsible for describing the activities or strategies they plan to employ in pursuing the goals, as well as, appropriate indicators of success.
2. A minimum of three conferences (planning, checkpoint and assessment) will set the context in which teacher and evaluator have the opportunity to discuss the teacher's goals, action plan and indicators of success.
 - a. The planning conference will be scheduled at a time mutually agreeable to the teacher and to the evaluator but must be completed no later than October 15 of the school year in which the goals are to be pursued.
 - b. Checkpoint conference(s) is/are for confirmation of progress and opportunity for further teacher and evaluator collaboration about the teacher's activities or strategies. At least one checkpoint conference must occur by March 1.
 - c. The assessment conference provides the context in which the teacher and the evaluator meet to discuss the teacher's reflection and the extent to which the indicators of success have been achieved.
3. The evaluator is responsible for assessing the teacher's success in achieving the stated goals by writing a narrative assessment which includes evidence for the assessment. The teacher has the opportunity to respond to the evaluator's statement.

C. Phase III Placement -

The teacher may be moved from a Phase II evaluation to a Phase III evaluation based on documented specific performance concerns or issues related to any of the domains or criteria in the evaluation process and the Rubric.

D. Phase III Process -

Through Phase III evaluation, it is intended the teacher and the evaluator will collaborate toward making a positive change in performance. Throughout a Phase III evaluation, Phase II plans may remain intact or may be temporarily set aside until the performance concerns or issues have been resolved. Phase III evaluation may occur at any of three levels, in progression:

1. Awareness level Phase III evaluation is based on written documentation of the evaluator's specific performance concerns with evidence related to the evaluation rubric. The teacher and the evaluator will collaboratively develop expectations, indicators of success and deadlines for improvement. Successful completion of the awareness level results in return to the Phase II evaluation. Failure to successfully complete the awareness level results in movement to the assistance level, and it is recommended the teacher contact the LEA for support.
2. Assistance level Phase III evaluation requires a written Task Improvement Plan with specific interventions, expectations for performance and indicators. The Task Improvement Plan must be tied directly to components from the rubric that need improvement. It is evaluator driven but developed collaboratively by the teacher and the evaluator. The plan must include a list of resources including the possibility of convening a mutually agreed upon team of educators in an assistive role. The Phase II evaluation process is set aside during the assistance level Phase III evaluation. Successful completion of the assistance level Phase III evaluation results in return to the Phase II evaluation. Failure to successfully complete the assistance level Phase III evaluation results in movement to the contractual level Phase III evaluation.
3. Contractual level Phase III evaluation is to address ongoing performance concerns and/or serious issues that require immediate progression to this level. The result of this level is a decision regarding the teacher's employment contract following Ohio Revised Code and this master agreement.

9.0209 An evaluator may observe/evaluate at any time a teacher who is having professional difficulties as listed and stated in the established evaluation criteria set forth in the teacher evaluation instrument approved by the district committee on teacher evaluation.

A teacher having particular problems observed or identified during the formal evaluation process will be advised of the problems in a conference with the building principal. The problems will be outlined and guidelines given on how the problems can be alleviated. Both the problems and guidelines for improvement will be given to the teacher in writing and shall include a reasonable length of time for improvement.

An evaluator shall offer specific suggestions to guide the teacher toward the solution of the professional difficulty. Such suggestions may include, but are not limited to:

- A. Demonstration in actual classroom situation
- B. Direction of the teacher toward a model for emulation, allowing opportunities for observations
- C. Initiation of conferences between evaluator, observer(s), teacher, and appropriate director(s) of instruction to develop plans directed toward improvement of classroom performance.
- D. Guidance of the teacher toward workshops.

9.0210 A teacher may request a formal observation at any time in addition to those required by this procedure.

9.03 Finalization of Evaluation

9.0301 Written Evaluation

No later than January 10, a copy of the formal written evaluation report for the teacher's annual evaluation shall be given to the limited contract teacher and a conference shall be held between the teacher and the evaluator.

No later than April 10, a copy of the formal written evaluation report for the teacher's second annual evaluation shall be given to the limited contract teacher and a conference shall be held between the teacher and the evaluator.

9.0302 Completion of Evaluation Process

The performance evaluation of a teacher shall be based upon the observations of the teacher's performance and shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report. The final evaluation report shall be placed in the teacher's personnel file located in the central office.

9.0303 Response to Evaluation

The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy signed by both parties shall be retained by the teacher.

9.04 In special situations the Board, in its sole discretion, may exercise its statutory authority in the non-renewal of a limited contract without the necessity of following or completing the procedure outlined above. Special situations shall not include classroom performance where there has been sufficient time prior to April 30th to complete this procedure. Special situations shall not include a non-renewal for reduction in force purposes.

9.05 If the superintendent recommends contract non-renewal for limited contract teachers, the procedures set forth in section 3319.11 of the ORC shall be followed. For termination of a teacher's contract for cause, section 3319.16 of the ORC shall be followed. It is further understood that in no case shall this provision be interpreted as contract language.

9.06 It is agreed that this evaluation procedure shall supersede and replace the procedures set forth in 3319.111 of the Ohio Revised Code and to the extent that this provision is in conflict with 3319.111 of the ORC, this provision shall be controlling.

- 9.07 The member of the bargaining unit shall have the right to representation of his or her choice at all meetings which are likely to result in a reprimand and are disciplinary in nature. Except under extreme and/or unusual circumstances, the meeting shall be held within one week of the date requested.
- 9.08 Other deficiencies regarding the teacher's failure to adhere to work rules or other documented deficiencies not noted during the formal observations must be put in writing and provided to the teacher within a reasonable length of time after the deficient performance occurs and in accordance with Article VIII of this contract.
- 9.09 Failure to follow the evaluation procedures as set forth in sections 901, 9.0201, 9.0203, 9.0205, 9.0208, and 9.0301 of Article IX shall require the reemployment of the teacher as per 3319.11 of the ORC.

ARTICLE X – PROTECTION OF TEACHERS

- 10.01 The Board hereby assures teachers that it will put its full support behind the discipline procedures and policies hereafter recommended and adopted by the Board. The administration and the teachers recognize a mutual responsibility for the enforcement of such policies.
- 10.0101 The Board will not intentionally discriminate against or between professional Employees covered by this agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, orientation, physical characteristics or disability or place of residence.
- 10.02 It is the intent that complaints be resolved privately among the complainant and the staff member. Any administrator or member of the Board receiving a complaint will, within a reasonable time, refer the complainant to the staff member involved. Any complaints which cannot be resolved privately among the complainant and staff member must be directed to the staff member's immediate supervisor (administrator). A meeting involving the school official, the staff member and the complainant will then be held to professionally resolve the problem.
- 10.0201 Nothing herein shall prohibit the complainants from meeting with or making a complaint directly to the principal. In the event the complainant refuses to meet with the teacher, the administrator will meet with the teacher before taking any further action and provide the teacher with the allegations of the complaint. The teacher will be given time to respond and provide his/her position on the matter.
- 10.0202 Any teacher shall be notified and given an opportunity for a conference with his/her principal before a complaint is placed in the teacher's file.
- 10.0203 The teacher may attach a response to any complaint placed in his/her file.

10.03 Verbal Warnings, Oral and Written Reprimands

In addition to the procedures set forth by law, the superintendent, assistant superintendent, or principal may issue a verbal warning (see 2.09), an oral (see 2.10) or written (see 2.11) reprimand or recommend a suspension without pay.

- 10.0301 It is expected that most offenses will be addressed through verbal warnings (see 2.09).
- 10.0302 Before a teacher receives a reprimand or has a notice of deficiency placed in his/her personnel file, or before a teacher receives a recommendation of a suspension without pay:
- A. The teacher shall have a conference during which time the circumstances shall be explored; and
 - B. The teacher shall be notified of the purpose of the conference and the right to an Association representative of his or her choice. Except under extreme and/or unusual circumstances, the meeting shall be held within one week of the date requested.
- 10.0303 If the conference results in discipline, the reasons 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.
- 10.0304 Disciplinary conferences may be held either at the administration building or at the school. The teacher shall receive at least five (5) days' notice of the conference.
- 10.0305 The conference shall precede the discipline as stated above except in extreme circumstances where removal from duties may need to precede such conference.
- 10.0306 If the conference results in an administrative recommendation of dismissal, the affected teacher shall have the rights afforded him/her under state law unless otherwise provided in this agreement.
- 10.0307 In situations of extreme gravity or repeated failure to adhere to policy and/or directives, the superintendent may suspend a teacher without pay for up to five (5) days.
- 10.0308 Reprimands, discipline and the reasons for said discipline shall be grievable.
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ARTICLE XI – LABOR MANAGEMENT COMMITTEE

11.01 Labor Management Committee

11.0101 In an effort to further a good working relationship between the parties, a Labor Management Committee (LMC) shall be formed to investigate, study and discuss solutions to mutual problems affecting labor relations.

11.0102 Representation on this committee shall be:

For the Administration:

Superintendent
Assistant Superintendent
Executive Director of Human Resources
Assistant Director of Human Resources
Executive Director of Special Services
High School, Junior School, Elementary and Early Childhood
Administrative Representative
Rotating members necessary for the discussion at hand
Ex Officio: Board Counsel

For the Association:

President
Vice President
Negotiation Chair
High School, Junior School, Elementary and Early Childhood
Representatives (2), plus one Special Education Representative
Rotating members necessary for discussion at hand
Ex Officio: OEA Representative

Future additions, ground rules, rotation of members, and training will be at the discretion of the Labor-Management Committee

11.0103 The committee shall be co-chaired by Administration and the Association.

11.0104 The Association and the district will alternate as secretary and will prepare minutes of the meeting. Before distribution, both parties shall review the minutes. Copies will be provided to all buildings, administrators Board members, and Association representatives.

Neither the written summaries of minutes, the minutes of any meeting, nor the comments of any participant shall be used in any grievance, arbitration or any other type of proceeding.

11.0105 The chairperson shall recognize a motion by either party to table a topic for further study.

11.0106 Meeting Schedule and Agenda

Meetings shall be held once a month. An agenda shall be submitted at least forty-eight (48) hours prior to the meeting to both parties. The intent is for each side to come to the meeting as well prepared as possible.

A specific day and time shall be agreed to for future meetings. Every attempt shall be made to keep such a schedule, realizing that some flexibility is necessary.

Except in emergencies, topics not on the agenda shall not be discussed but placed on the following month's agenda. The agenda shall include a brief description of each item to be discussed. Emergency items may be added to the agenda by mutual consent. Discussion of agenda topics will be alternated, with the party occupying the Chair exercising the right to designate the first topic.

11.0107 General Guidelines

- A. While it is the intent that the LMC is to work to solve mutual problems, it is recognized that there is no obligation on the part of the parties to reach agreement on any topic. No agreement can change any item in the contract, but may be used to clarify or produce guidelines implementation.
- B. No grievance shall be discussed; however, topics that could lead to grievances may be discussed.
- C. Where agreement is reached by the LMC on a topic, it will be reduced to writing and signed by the two chairs.
- D. At the organization meeting, general rules of operation will be developed. The services of either the Labor Management Center or Federal Mediation Service will be secured for this purpose.
- E. The Chairperson shall recognize a motion by either party to table a topic for further study.
- F. There will be mutual agreement on any news releases. However, this does not preclude the parties from reporting to their respective members.

11.02 Faculty/Staff Advisory Committee

11.0201 There shall be a Faculty/Staff Advisory Committee established in each building which shall be co-chaired by the LEA (and LSSA if appropriate parties elect to participate) Building Chairpersons and the Building Principal. The building principal shall be a member of the committee.

11.0202 LEA shall have representatives on the Faculty/Staff Advisory Committee in a ratio of one (1) LEA representative for each fifteen (15) teachers, or fraction thereof, provided that in each building the LEA shall be entitled to a minimum of three (3) LEA representatives. Such representatives shall be elected by their respective faculties.

11.0203 The intent of the committee is to improve communications between staff and administration in regard to building problems and programs and to improve the educational effectiveness of the building. The Faculty/Staff Advisory Committee shall meet at least once a month during the school year to discuss matters of common interest in the building, such as educational programs, community relations, student relations, scheduling of duties, discipline, inservice, open house, teachers' preparation period, maintenance, supplies, etc. A schedule of regular meetings shall be established and an agenda of matters to be considered at the regular meetings shall be distributed to the building staff at least twenty-four (24) hours before any regular meeting. Special meetings may be scheduled when necessary.

Members may anonymously submit items of concern which they wish placed on the agenda to any member of the Faculty/Staff Advisory Committee prior to the establishment of the agenda.

11.0204 Training will be provided to available members of the Faculty/Staff Advisory Committees on the district in-service days and as agreed by the parties.

11.0205 Minutes of all meetings shall be kept in a prescribed format (see Appendix H) and made available to the building staff, the LEA, the LSSA (if appropriate parties elect to participate) and the Superintendent. All meetings are to be open so that any person represented by a participating bargaining unit or administrator can attend as an observer.

ARTICLE XII – WORKING CONDITIONS

12.01 The number of days in a member's annual contract will be one hundred eighty four (184) days. Pending annual state approval of two professional development days, certain days specified herein as non-student work days will be set aside in the student calendar as outlined below.

1. Two seven and one-half (7-1/2) hour non-student work days at the beginning of the school year before the students first day of school.
2. One seven and one-half (7-1/2) hour non-student work day at the end of the first semester.
3. One seven and one-half hour (7-1/2) work day at the end of the second semester, after the students' last day of school.
4. Teachers shall attend four half day evening parent conferences as scheduled by the district. Such conferences are compensated with equal time off on the Wednesday prior to thanksgiving Break and the Friday prior to Presidents' Day. **Note** the Friday before Presidents' Day may be also scheduled as a calamity make-up day.

In the event that the two professional development days are not approved by the State of Ohio, there will be no restriction on the placement of non-student workdays.

12.02 **School Calendar**

12.0201 It is recognized by the parties that the responsibility for setting or amending a school calendar is vested with the Board.

12.0202 The Association shall be included in the planning of the District calendar.

12.03 **School Day**

12.0301 The length of the work day for teachers shall be 7-1/2 hours, including a thirty (30) minute duty-free, uninterrupted lunch period.

12.0302 The length of the work day for part-time teachers may vary and shall be determined for salary purposes by the number of hours worked each day averaged for the 5-day work week.

12.04 Meetings

Meetings inside and outside the teacher work day and other evening commitments shall be held to a minimum number and a minimum amount of time, and shall only be called for clear and necessary reasons.

12.0401 Teachers shall attend faculty meetings scheduled before or after the workday when required to do so by the administrator. Such meetings will not exceed a reasonable number, or one (1) hour in total time for a month. Emergency faculty meetings may be called.

12.0402 Teachers required to attend meetings exceeding the limits set forth in this section shall be paid at the district hourly rate of pay in accordance with Appendix D.

12.0403 Teachers shall attend grade level/department meetings as called by their respective chairpersons.

12.0404 Teachers serving on building committees shall attend meetings as called by the committee chairpersons.

12.05 The Workday

12.0501 Each teacher who works full time (7.5 hours) will have a 30 minute duty free lunch per day.

12.0502 Each teacher who works full time (7.5 hours) will have a minimum of 10% of the actual 7-hour workday as planning time.

A. In grades 1 through 6 this will be calculated on a weekly basis in daily blocks of not less than thirty (30) minutes and shall include at least 120 minutes to be within the student day.

B. In grades 7 through 12 an annual memorandum(s) shall be developed and agreed to between the Board and the LEA that will outline the teacher working conditions. The LMC will review any MOU's no later than May 1st, annually. A sub-committee composed of administrators and teachers of the LMC shall monitor the adequacy of the implementation of the memorandum. The sub-committee shall meet at least quarterly to review and report its findings to the LMC.

12.0503 Each part-time teacher will be provided 10% of their actual work week as planning time.

12.0504 At all levels, the assignment of non-classroom duties, such as cafeteria duty, homerooms, etc., shall be done in an equitable manner within each building.

12.06 When a teacher is on an approved absence, every effort will be made to secure a substitute. If a substitute cannot be found, teachers covering classes for this teacher will be paid at the District's hourly rate (see Appendix D)

12.07 The Board believes that a reasonable goal for class size would be as follows:

- K-6 27 students per classroom
- 7-12 27 students per classroom

12.0701 Nothing herein shall in any way diminish the right of the Board and superintendent to establish class sizes and assign students as provided in the Ohio Revised Code. However, the Board will strive to achieve the foregoing goals.

12.0702 Excluding state approved and regulated vocational units, special education units, and classes considered "group performance" such as instrumental and vocal music or physical education classes, the average pupil-teacher ratio for all regular instructional classes K-6 shall not exceed thirty (30) pupils per grade level per building. If the average grade level ratio exceeds 30 pupils, the Board shall hire instructional aide(s), as follows:

- A. When the total number of sections per grade level per building is four sections or less-1/2 full-time aide.
- B. When the total number of sections per grade level per building exceeds four, but not more than eight total sections-1 full-time aide
- C. When the total number of sections per grade level per building exceeds eight sections-1/2 full-time aides

For grades 7 - 9, the Board will hire instructional aide(s) for those departments having classes of 30 or more students as follows:

- A. When 5-9 classes per department per building reach 30 or more students-1/2 full-time aide
- B. When 10 - 15 classes per department per building reach 30 or more students-1 full-time aide
- C. When 16 or more classes per department per building reach 30 or more students-1-1/2 full-time aides.

For grades 9 - 12, the Board shall employ six (6) full-time (7-hour/day) instructional aides for each high school complex. One shall be assigned to the freshman and five aides shall be assigned to the main campus. At each campus, each aide will be assigned to one core department (English, Social Studies, Science, Mathematics and Foreign Language) and be equally divided among the other non-core departments.

ARTICLE XIII – CURRICULUM DEVELOPMENT

- 13.01 The Board, in its desire and obligation to provide the best possible educational system for the youth of this District, recognizes the need for continuous curriculum review and development.
- 13.02 Teachers agreeing to work on curriculum development beyond negotiated contract hours and days will be compensated at an hourly rate (see Appendix D).

The guidelines and limits for the total number of hours needed to complete curriculum work will be set by the appropriate school administrators in consultation with appropriate instructional personnel.

ARTICLE XIV – LEAVES

14.01 Sick Leave

- 14.0101 All teachers shall be granted 15 days of sick leave annually to be credited at the rate of 1-1/4 days per month.
- 14.0102 The accumulation of unused sick leave shall be 300 days.
- 14.0103 Teachers, upon approval of the responsible administrative officer of the school district, may use sick leave for absence due to personal illness, injury, childbirth/maternity leave (14.0107), exposure to contagious disease which could be communicated to others, and for absence due to illness, or injury, in the teacher's immediate family. For purposes of this article, immediate family consists of the employee's spouse, parents, parental-in-laws, offspring, siblings, or family members residing in the employee's household.
- 14.0104 For purposes of bereavement, the forgoing definition is expanded to include grandparents, grandchildren and brother-in-law or sister-in-law of the employee.
- 14.0105 The amount of sick leave usable for absence due to illness, injury, or death in teacher's immediate family shall be limited to a reasonable number of days, depending upon the circumstances of the situation.
- 14.0106 Up to three (3) days a year may be used for bereavement purposes for distant relatives.
- 14.0107 Childbirth Leave - Within a fiscal year (July 1st through June 30th), a teacher is entitled to use up to twelve (12) weeks of leave under the Family Medical Leave Act following the birth of a child. During this twelve (12) week period of time, the member is required to use accumulated sick leave for the period of time that member is unable to perform his/her teaching duties due to the birth of a baby.

A member may return to his/her current contract status during or after this twelve (12) week period. Exceptions to this are governed by the Family Medical Leave Act which permits the Board to restrict return dates when the leave commences toward the end of the semester. In such cases, the return date shall be a date that is mutually agreed upon between the member and the building principal or his/her designee.

A teacher electing to remain off work beyond the twelve (12) week period shall be considered to be on a child care leave as governed by terms outlined in Article 14:03.

A birth mother may use a maximum of six (6) calendar weeks of sick leave and such weeks must be taken within the first six (6) consecutive calendar weeks immediately following day of birth. If the birth is caesarian, the maximum shall be eight (8) calendar weeks. If additional time is needed, a doctor must provide a written statement indicating that additional sick leave is necessary.

A father may use sick leave for absence to aid in the recovery of his wife due to the delivery of his baby. He may use sick leave during any of the seven (7) calendar days immediately following the day of the birth. If the birth is caesarian, the father may use sick leave during any of the ten (10) calendar days immediately following the day of the birth. Additional days may be granted due to unusual circumstances.

Members who do not have sufficient accumulated sick days to cover the workdays in the six (6) calendar week period immediately after the date of delivery and are unable to return to work must apply for an unpaid medical leave of absence until released by the attending physician. Paid leave from the sick leave bank is not available for this absence. Released by the attending physician does not preclude the member from being granted an initial or extension to an unpaid medical leave of absence.

14.0108 For newly hired instructors, five (5) days of sick leave shall be advanced in September for the months of September, October, November, and December.

14.0109 Falsification of a statement justifying sick leave payment is grounds for suspension or Termination of employment under sections 3319.081 and 3319.16, Ohio revised code.

14.0110 In an emergency situation, the superintendent in his/her sole discretion may grant an advancement of sick leave to a certificated employee restricted only by the employee's ability to repay advances within his/her contract year.

14.0111 No day will be charged against any teacher's sick leave if the schools are closed due to an emergency.

14.0112 Up to two (2) sick days per year may be used for observance of religious holidays.

14.02 Personal Leave

14.0201 All teachers are entitled to three (3) personal days per year. Personal days are for absence due to mandatory court appearances, legal or business matters, family emergencies, unusual family obligations, weddings, graduations or any other matter of a personal nature. Reasons for the personal day request shall not be required; however, reasons

are required when requesting two or more consecutive workdays of personal leave. Requests for use of two or more consecutive workdays of personal leave will be granted upon prior approval by the member's building principal or his/her designee. In the event that a request is denied at the building level, the member shall have the right to appeal the decision to the Executive Director of Human Resources. Single personal days will be granted upon prior approval of the building principal or his/her designee. Personal days are not charged against sick leave.

- 14.0202 Request for personal leave shall be submitted to the building principal for approval at least one (1) week in advance under normal circumstances. In unusual or emergency situations the one-week requirement may be waived. Personal days requested less than one (1) week in advance must state the reason on the personal leave form. In the event that a request is denied at the building level, the member shall have the right to appeal the decision to the Executive Director of Human Resources.
- 14.0203 In accordance with Board policy, personal days are not to be granted prior to or following school holidays, except in emergency or unusual situations, and these must be approved by the building Principal or his/her designee. Personal days under these circumstances must state the reason on the personal leave form. In the event that a request is denied at the building level, the member shall have the right to appeal the decision to the Executive Director of Human Resources.
- 14.0204 Unused personal leave may be converted to sick leave at the ratio 1:1 up to a maximum of three days per school year; or, if all personal leave is not used, the total number of days may be converted to one additional personal leave day for the following year for a maximum of four.
- A. For those teachers who have reached the 300 days of accumulated unused sick leave, personal days converted accumulate above that ceiling.
 - B. For retirement purposes, personal days will be converted into the severance package at the end of the school year (June 30).
 - C. All other teachers who have not given notice of intent to retire will have personal days converted after June 30.
- 14.0205 Personal leave use beginning March 1 through the end of the school year is restricted to a percentage not to exceed 5% per building based on order of request. In unusual or emergency situations, the 5% limitation may be waived.
- 14.0206 No day will be charged against any teacher's personal leave if the schools are closed due to an emergency.
- 14.0207 Employees that have used a maximum of 0, 1, 2 or 3 sick and/or personal leave days in total will receive a one-time lump sum payment of \$750.00 each year on or before July 31. This amount shall be prorated based on FTE equivalency.

14.03 Child Care Leave Policy

14.0301 Child care leave shall be granted for up to twelve (12) months to a teacher to care for a newborn child, an adopted preschool child or a child for whom the adoptive agency requires full-time parental care for up to 12 consecutive months without pay. Extensions may be granted at the discretion of the Board. Any employee shall submit a written notice to the superintendent no later than 30 days prior to the anticipated leave date (except where adoptive agency gives less than thirty (30) days notice), advising the superintendent of the anticipated date of the leave and further advising the superintendent of the approximate dates that the employee shall commence and end child care leave. The employee returning to service from child care leave will return at the start of a quarter. In the event that the end of the leave would not coincide with the start of a quarter, a return date that is mutually agreeable between the employee and principal (or his/her designee) will be determined.

This mutually agreed upon date may occur after the 12 months of the leave have expired without the employee forfeiting any of the rights contained within this contract.

14.0302 The superintendent and the Board have discharged their responsibility under this policy by offering the returning employee the former position held by the employee. Under unusual circumstances, such as shifts in enrollment or class offerings, the teacher may be offered a similar position for which she/he is qualified.

14.0303 The term of the employee's contract shall not be extended by child care leave, but in the event that an employee's limited contract expires while on child care leave, the contract will be renewed or non-renewed in accordance with normal procedures for all employees.

14.0304 The Board recognizes that the granting of unpaid child care leave does not preclude a pregnant employee from also exercising her statutory rights to sick leave.

14.0305 The employee on leave may exercise the option of maintaining group insurance coverage at the employee's expense during such leaves and if allowable by the insurers.

14.04 Assault Leave

14.0401 Any teacher sustaining a physical injury as the result of a physical assault against him/her, incurred while the teacher is performing his/her contractual duties, shall be eligible for assault leave. Such leave shall be at no loss in pay and shall not be chargeable to sick leave to a maximum of twenty-five (25) days per member each school year. Leave may be extended at the sole discretion of the superintendent.

14.0402 Medical verification shall be furnished to the superintendent for all such absences requiring more than three (3) days leave. The Board or its designee shall have the right to require a medical examination by a physician of its choice after the teacher has been absent for three (3) school days per assault leave occurrence. In such event, the Board shall pay the full cost of the examination.

14.0403 Either the assaulted teacher, building administrator or superintendent shall immediately notify the police.

14.0404 A written report of all assaults on staff personnel will be made to the office of the superintendent.

14.05 Professional Leave

- 14.0501 Professional leave is defined as meetings of a relatively short duration such as conferences, workshops, seminars, and may include visitations to other schools.
- 14.0502 Requests for Professional Leave will be submitted through the principal to the superintendent or assistant superintendent at least five days in advance of the requested date.
- 14.0503 Teachers may be granted professional leave on the recommendation of the superintendent if the request meets the following criteria:
 - A. Directly related to their assigned duties as an employee.
 - B. Designed to improve the employee's performance in his/her assigned duties.
- 14.0504 Visitation to other schools will be restricted to the schools within a reasonable distance except under special circumstances.
- 14.0505 Reimbursement, for reasonable expenses for transportation, lodging, meals, and registration fees may be authorized.
- 14.0506 Attendance shall be required at the professional meetings for which released time has been granted.

14.06 Sabbatical Leave

- 14.0601 A teacher who has completed five years of service may, with the permission of the Board and the superintendent, be entitled to take a leave of absence for one or two semesters subject to the following restrictions: the member shall present a completed Sabbatical Leave Application Form (Appendix O) to the building principal/immediate supervisor for approval by the Superintendent and School Board. At the conclusion of the leave, the member shall provide evidence that the plan was followed to the Superintendent.
- 14.0602 The Board may not grant such a leave unless there is available a satisfactory substitute, nor grant such leaves to more than five percent of the professional staff at any one time, nor grant a leave longer than one school year, nor grant a leave to any teacher more often than once for each five years of service, nor grant a leave a second time to the same individual when other members of the staff have filed a request for such a leave.
 - A. Sabbatical Pay — the employee shall receive as a sabbatical stipend equal to the difference in the employee's individual salary minus the BA Step 1 costs and shall also be eligible for all benefits during the sabbatical leave for which he/she was eligible and received in the assignment immediately prior to the leave.
 - B. By accepting a sabbatical leave the teacher agrees to return upon conclusion of a sabbatical leave and to remain in Lakota as a teacher for a period of five (5) academic years.

- C. All salary received while on leave, including the actual cost to the district of all benefits provided during the sabbatical leave shall be refunded to the Board if the applicant does not resume employment with the Lakota School District for five (5) academic years. The salary will be refunded following this formula:
1. 80% reimbursed at the end of year one;
 2. 60% reimbursed at the end of year two;
 3. 40% reimbursed at the end of year three;
 4. 20% reimbursed at the end of year four.

14.07 Jury Duty

The Board shall pay a teacher the teacher's regular compensation provided the remuneration received for serving as a juror is signed over to the Board.

14.08 Military Leave

Military leave shall be accorded teachers in keeping with all sections of the Ohio Revised Code.

14.09 Leaves of Absence

14.0901 Teachers may be granted leaves of absences for the school year or a portion thereof upon written request and approval of the Board. The request for a Leave of Absence must specify the specific length of time requested for the leave and reasons for the leave.

14.0902 Teachers returning from a leave of absence must reach agreement with regarding the intended date of return by March 1 or thirty (30) days prior to return from semester leave. Teachers returning from a leave of absence provide pertinent documentation upon return from leave.

14.10 Rights While on Leave of Absence

14.1001 Teachers on Board approved leaves of absence shall accrue seniority in accordance with Section 2.06.

14.1002 Teachers on leave of absence may participate in all insurance benefit plans offered by the Board while on leave provided they pay the monthly premium for the insurance coverage to the treasurer of the Board in advance.

14.11 A teacher subpoenaed to testify at a judicial hearing on a matter which is related to his/her employment duties shall be paid while doing so.

14.12 For the purposes of this article, a day of leave shall be equivalent to the length of the affected employee's work day. A personal or sick day accumulated shall represent a day of leave time should a part-time teacher become a full-time teacher or a full-time teacher become a part-time teacher.

ARTICLE XV – INSURANCES

15.01 Health Care

15.0101 The Board shall provide medical and dental insurance with a mutually agreed upon health care provider.

15.0102 The Board will provide health insurance programs with the following Board - employee contribution rates, effective September 1, 2011: 85% paid by Board and 15% paid by LEA member.

The implementation shall be as follows:

2011/2012 87% Board Paid - 13% Employee Paid

2012/2013 85% Board Paid - 15% Employee Paid

Unless the employee is already at a 15% contribution rate.

A. In the case of spouses, who are both employees of the district, the Board will pay 100% of one family plan or one employee plus one dependent plan of that member's choice.

15.0103 Dental

The Board will provide dental insurance with the following Board - employee contribution rates, effective September 1, 2011: 85% paid by the Board and 15% paid by LEA member.

The implementation shall be as follows:

2011/2012 85% Board Paid - 15% Employee Paid

15.0104 IRS Regulation #125

The Board will implement that portion of IRS Regulation #125 which tax shelters the employee portion of the health care premium and that portion of the IRS Regulation #125 which tax shelters the employee out of pocket portion of health care costs and dependent care expense.

15.0105 Life

A. The Board will provide life insurance in an amount equal to 1-1/2 times the employee's annual base salary with a minimum of \$30,000.

B. The Board will provide employee options for voluntary supplemental life insurance coverage and voluntary dependent life insurance coverage. The employee/participant shall pay any premium for either voluntary supplemental or voluntary dependent life insurance. Life insurance shall exclude coverage for accidental death of an insured intoxicated driver.

- 15.02 If the Board of Education needs or is required by law to change carriers, any new insurance coverage secured shall be comparable to the coverage presently in effect unless the change in coverage is mutually agreed upon by the Association and the Board of Education.
- 15.03 Bargaining unit members working at least 3-1/2 hours or more (excluding lunch) shall be eligible for health insurance, dental, and life insurance equal to one and one-half times the employee's annual base salary with a minimum of \$15,000.
- 15.04 **Worker's Compensation**

When applicable, teachers may receive worker's compensation benefits pursuant to chapter 4123 of the Ohio Revised Code.

ARTICLE XVI – SEVERANCE PAY

- 16.01 A teacher who retires from the district shall be eligible for severance pay if he/she:
- 16.0101 Accumulates sick leave pursuant to the provisions of Section 3319.1411 of the Ohio Revised Code.
 - 16.0102 Retires from the employ of the Board and is, at the time of retirement from the employ of the Board, eligible to receive retirement benefits from the State Teachers Retirement System of Ohio
- 16.02 All retiring teachers shall receive a sum equal to one-fourth (1/4) of their first 200 days of accumulated but unused sick leave.
- 16.03 An additional sum equal to one-half (1/2) of his/her accumulated days over 200 (up to the maximum of 300) shall be paid if the teacher elects to retire during the year he/she first becomes eligible with either 30 years experience (at any age) or with 5 years experience (at age 60) following ratification of this contract.
- 16.04 The payment shall be based on the employee's daily rate of pay at the time of retirement and eliminates all sick leave credit accrued, but unused.
- 16.05 The Board shall grant severance pay to the estate of a teacher who dies while in the employ of the Board.
- 16.06 The Board, in its sole discretion, may grant severance pay based on the employee's daily rate based on full-time employment if the employee's daily rate at the time of retirement is based on part-time employment and a substantial portion (80% or more) of the employee's years of employment in the district has been as a full-time employee.

ARTICLE XVII – RETIREMENT

- 17.01 The Board will continue the provision allowing the employee's share of the retirement contribution to be treated as an annuity for income tax purposes. It is agreed that this provision shall not be an additional cost factor to the Board.
- 17.02 The retiring employee shall notify the district at least 60 days in advance of retirement date. Space shall be provided on the Retirement Notification Form for a confidentiality option.
- 17.03 Retirement effective dates will be at the end of a semester or at the end of the school year. Notification and effective dates may be waived at the discretion of the Board.

ARTICLE XVIII – SALARIES

The Board will establish a committee of no more than 9 members. The committee shall be comprised of four (4) LEA members (as appointed by the Association President), four (4) members as appointed by the Superintendent and one (1) Board member appointed by the Board.

The committee will develop a salary system based on performance and other criteria the committee deems appropriate. This new salary system will support the long-term financial viability of the District.

The committee work will be completed in a timely manner to allow for a recommendation to the Board and the LEA no later than December 1, 2013.

There will be a three (3) year salary freeze on base salary and vertical seniority/longevity steps from July 1, 2011 to June 30, 2014.

- 18.01 The salary to which a teacher is entitled under his/her individual contract with the Board will be paid in twenty-four (24) equal installments according to the attached salary schedules. Direct deposit is required for all employees.
- 18.02 The Board shall implement the salary schedule attached hereto and designated Appendix "C."
- 18.0201 The base rate of the salary schedule shall be the Bachelor's Degree column, Step 1 (one).
- 18.0202 The schedule shall comprise six columns as follows.
- A. Bachelor's column - a Bachelor's degree or its equivalent as designated by ORC from any accredited institution.
 - B. 150 hour column shall mean either 150 hours (or equivalent) accumulated either before or after the Bachelor's degree has been received.

- C. Master's degree from any accredited institution.
- D. Master's plus 15 graduate hours or 21 quarter hours earned after qualifying for the Master's degree.
- E. Teachers with Master's degree plus 30 graduate semester or 45 quarter hours beyond Master's degree, or an Educational Specialist degree. Graduate credits shall be those earned after qualifying for the Master's degree.
- F. Teachers with an earned doctorate in an accepted educational or teaching field.

18.03 Advancement on the Salary Schedule

18.0301 One (1) year of teaching experience shall be determined by the teacher teaching at least 120 days per year in an Ohio-chartered private or public school or a public or private institution, or special education program which held an Ohio charter or subsequently became chartered. In addition to teaching service, the teacher must be credited with all years of active military service up to a maximum of five (5) years. Other years credited will be determined by Section 3317 of the ORC.

18.0302 Horizontal Advancement

- A. A teacher shall advance horizontally on the salary schedule by acquiring additional training
- B. A teacher shall advance horizontally on the salary schedule when:
 1. Sufficient course work or a higher degree is earned from an institution accredited by the National Council for Accreditation of Teacher Education or a regional accreditation association.
 2. Satisfactory evidence of such completion is provided to the employer. Satisfactory evidence shall be an official transcript or a letter of course work completion issued by the appropriate institution or program.
 3. A "change of salary" status form shall be provided by the building principal, and must be submitted along with the documents listed above.
- C. Payment on the new column will commence the first pay of the school year, provided the employer has been provided satisfactory evidence on or before September 15.

18.0303 Vertical Advancement

At the beginning of each school year, a teacher shall advance vertically one (1) step on the salary schedule for each year of experience in the District.

18.04 Supplemental Salary Schedule - Attached as Appendix "E"

18.0401 Method of Computation

- A. All indexed positions will be computed by multiplying the index value for each position times the current supplemental base salary.
- B. All index values shall be subject to regular negotiations which ever salaries are negotiated unless otherwise mutually agreed to by both parties.

18.0402 Experience

- Credited experience for each step on the supplemental salary schedule shall be based upon:
- A. The total years served not necessarily continuous, in that extracurricular capacity in Lakota Schools or any other school district.
 - B. In the case of coaching positions, coaching experience earned in grades 7-12 in the same sport may be applied to the experience column regardless of whether the experience was Junior High, Senior High, head coach, or assistant coach experience.

18.0403 Revisions

- A. All index or category revisions in the supplemental salary schedule shall be made during the regular negotiations process or by mutual agreement between the Board and the Association.

18.0404 General

- A. The Board reserves the right, pursuant to current Board policy, to create or eliminate positions as circumstances require. Current supplemental positions and categorical placements are attached in Appendix Fa.
- B. Supplemental contracts shall be issued annually for each activity and shall, without notification, be non-renewed at the conclusion of the school year in which the contract was issued.

18.05 Extended time shall be compensated at a rate of 2.5% per week based on the basic 184-day teaching contract. The granting of extended time shall be at the sole discretion of the Board and also as mandated by state standards.

18.06 Individual Rates of Pay

18.0601 Individual Hourly Rate of Pay

- A. Method of Computation
 1. Determine the teacher's annual basic 184-day salary as provided by the teacher's contract
 2. Divide the teacher's basic salary by 184 days
 3. Take figure arrived at in "2" above and divide by 7-1/2 hours to determine the teacher's individual hourly rate of pay.

18.0602 Newly Constructed Classrooms

The teachers who agree to prepare newly constructed classrooms for students in order to open school shall be paid the sum of \$10.00 per hour for said preparation (appendix D).

18.0603 Summer Meetings

Any teacher who attends any meeting called by a principal during the summer break shall receive \$10.00 per hour for said attendance (Appendix D).

18.0604 Summer Trainings

Any teacher who participates in summer trainings approved by a principal shall receive \$10 per hour for said attendance (Appendix D-1).

18.0605 Stipends

Any teacher who agrees to participate in an extra-curricular position will be paid as defined by the stipend criteria and scoring rubric. Refer to the stipend scoring rubric in Appendix D2.

18.0606 Supervision

Teachers who supervise students at the request of their building administrator beyond the normal workday, such as in the case of Board approved overnight supervision and field trip supervision, which occur during the week, weekends, or during summer break and are not employed in a supplemental for said duty, shall be paid a stipend of fifty dollars (\$50) per day or night. This stipend is not to exceed \$50 per a 24-hour period.

18.07 Tuition Reimbursement Fund

18.0701 The tuition reimbursement fund will be funded each year at \$3.50 per student average daily membership for the district for the previous academic year.

18.0702 This fund will be disbursed in accordance with the procedures set forth hereafter.

18.0703 A Tuition Reimbursement Committee comprised of four (4) members selected by the Association president and four (4) administrators chosen by the superintendent shall meet to approve applications. The committee chairperson shall be appointed by the superintendent.

18.0704 Procedures

- A. An application for Tuition Reimbursement participation must be submitted to the Central office prior to October 1 of the next school year after courses are taken. Only teachers returning to the district are eligible for this program.
- B. Applicants for tuition reimbursement shall be eligible for reimbursement not to exceed one-half of the tuition paid for up to six semester hours or nine quarter hours of coursework. Combinations of semester and quarter hours will be calculated to equal six semester hours or nine quarter hours.
- C. An application shall be provided by the Central office for each teacher in the district.

- D. The following items must be submitted along with the completed application:
 1. A copy of the grade for the class
 2. Proof of tuition payment (receipt, canceled check, etc.)
 3. The applicant will be entitled to be reimbursed in an amount not to exceed one-half (1/2) of the tuition paid by the applicant for the course approved. Each applicant will receive an equal proportionate percentage reimbursement.

- 18.0705 Regulations and procedures for participation in the tuition reimbursement program shall include the following:
 - A. The application for approval of college courses must be submitted to the Central Office
 - B. Applicants must hold a BA/BS or higher degree to be eligible for tuition reimbursement.
 - C. Both undergraduate and graduate courses taken from any fully accredited college or university may be approved.
 - D. In the event requests exceed the amount available for this purpose, each applicant shall receive an equal proportionate percentage reimbursement.

- 18.0706 No reimbursement will be made to a teacher who enrolls in courses where the tuition is paid by scholarship, fellowship, or federal grant. No reimbursement will be made unless a grade of at least a "C" or "Passing" is obtained.

- 18.0707 A teacher who uses a certificate issued from an accredited university for his/her Supervision of a student teacher will be reimbursed under the regulations and procedures listed above.

- 18.0708 The tuition reimbursement committee chairperson shall issue a report each year. The report shall include the number of teachers who applied for reimbursement, the number of teachers who were actually reimbursed, general information concerning budget allotments for the year, and the total expenditures of the TRC fund. The TRC chairperson shall send the report to the Association president and to the Superintendent.

18.08 Teacher Development Fund

The Board agrees to establish funds for programs designed and implemented to improve teacher classroom skills, subject matter knowledge, and professional status.

The following guidelines will be used to implement this program:

- 18.0801 Teacher Development Fund — Annual appropriation shall be \$5 per average daily student membership of the previous academic year.

- 18.0802 Disbursement — Funds appropriated as specified above will be disbursed in accordance with the guidelines set forth below.
 - A. The TDF fund will be discussed and building distribution guidelines developed at a staff meeting within the first month of the year. The allocation of funds within the building and the location of the form for request of funds will be made known to each teacher. A copy of the building distribution guidelines will be forwarded to the LEA President and to the Executive Director of Human Resources.

 - B. A financial report will be available to building staff when appropriations are made, stating the balance of the building fund, including carry-over from the previous year.

- C. A quarterly statement will be available to building staff, stating monies used and what is available.
 - D. TDF monies in this fund are to be used for individual teacher professional development. This fund will not be used to fund district or building initiatives except to the extent requested by the teachers and consistent with the teacher's professional development focus.
 - E. Teachers on split assignment to more than one building will access funds each year from the building at which they received their first paycheck of that year.
 - F. Within two (2) weeks of the denial of funds by the TDF committee, a teacher may submit an appeal in writing to the TDF committee with clarification with support as to how the request aligns with the TDF building distribution guidelines. The TDF committee will reconsider the request. If there is no resolution of the appeal, the TDF committee will reconsider submit the request with clarification with support to the LEA President and the Executive Director of Human Resources for review and decision. The review decision shall be final.
 - G. The cost of substitutes for teachers utilizing TDF will be shared as follows: The cost of the first ten substitutes shall be shared equally between the building's TDF and building budget. The cost of any substitutes needed, thereafter will be decided by the building's Teacher Development Committee.
- 18.0803 Building Teacher Development Committee (TDC) — Within each building there will be a teacher development committee, consisting of at least an administrator, an association member appointed by the LEA President, and two additional LEA members. The Administrator and the appointed Association member shall serve as co-chairs.
- 18.0804 Approved Teacher Development Programs that are offered by an accredited college or university may be taken for graduate credit at the option of the participant. Any such arrangement shall be in full and complete compliance with the requirements established by the college or university, Payment of tuition to the college or university for credits shall be the responsibility of the participant and not the Board.
- 18.0805 Participation — all teachers shall be eligible for participation in TDF-sponsored programs, limited only by the resources available. Should demand exceed programs available, the TDF Committee shall set priorities and limits of participation.
- 18.0806 The Teacher Development Committee co-chairpersons shall issue a year-end report listing the activities and the expenditures of the TDF funds. This report is to be sent to the Association president and to the superintendent or his/her designee.

ARTICLE XIX – SICK LEAVE BANK

19.01 Purpose

To loan additional days of sick leave to teachers who have exhausted personal sick leave days.

19.02 Provisions of Eligibility

- 19.0201 All teachers shall be eligible to be members of the sick leave bank (SLB).
- 19.0202 After the start of each school year, all teachers will receive an intent form from the Treasurer's office for the purpose of enrolling in the SLB. Initial membership will consist of one (1) day sick leave, to be designated by the teacher, to the SLB on such form between September 1 and October 1. Each teacher will receive a notice of receipt indicating his/her participation in the program.
- 19.0203 New members may join by October 1 of each year. Membership shall be continuous unless canceled, in writing, to the Treasurer's office during the period of September 1 through October 1.
- 19.0204 If one hundred (100) participants are not enrolled by the initial enrollment deadline of October 1, the bank will not be established for that school year.

19.03 Operational Procedures

- 19.0301 Loans will be limited to participating members for use of the members own personal illness, injury, or non-elective surgery occurring under unusual, severe or emergency conditions, as determined by the SLB Board. At the discretion of the SLB Board, loans may be provided in the event of illness or injury of a member's spouse, child, parent or such relationship by marriage.
- 19.0302 Applications for loans from the sick leave bank must be made on the employee application for sick leave bank form (Appendix 1). A physician's statement is required with each application in order to be considered for a loan.
- 19.0303 A loan will be considered only after the teacher has used all of his/her accumulated sick leave days, has used all possible advances of sick leave days and is not eligible for disability leave under the Ohio State Teacher Retirement System, or receiving Worker's compensation.

19.04 Sick Leave Bank Board

- 19.501 The sick leave loan bank is to be regulated by a board consisting of two (2) teachers to be selected by the Association and two (2) administrators to be selected by the Superintendent.

19.05 Loan and Payback Procedures

- 19.0501 The maximum number of days that a teacher may borrow is thirty (30) days in one school year.
- 19.0502 The teacher who borrows days will pay back the days at the rate of fifty percent (50%) of his/her annual accumulated sick leave at the end of the salary contract year, each year until the total number of days borrowed has been restored to the bank. In the event a member who owes days to the bank ceases for any reason to earn sick leave

days (i.e., retirement resignation, permanent disability or death), one of the following shall occur:

- A. The teacher's last paycheck shall be docked in the amount equal to his/her per diem for all days owed to the bank, or
- B. Severance pay shall be reduced in the amount equal to his/her per diem for all days owed to the bank.

19.06 Policy Procedures

19.0601 In consideration of the benefits of participating in the SLB, each applicant for membership in the bank and for benefits from the bank shall, as a condition to such application, agree in writing to the following:

"I specifically acknowledge and agree that the granting of days from the SLB shall be at the sole discretion of the SLB Board. All decisions of the SLB Board will be final and binding and not subject to the grievance procedure. I further agree to abide by such decision and to indemnify and hold harmless the Lakota Local Board of Education, the Lakota Education Association, the SLB Board, and all of their agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning this application."

19.0602 Application for the SLB days must be made to the SLB Board.

19.0603 The SLB Board shall meet and render a decision within ten (10) days of receipt of request.

19.0604 Unused requested days shall be returned to the SLB.

19.0605 The SLB will begin with one (1) day from each contributing certificated employee. When the fund is depleted below fifty (50) days, each member will be assessed one (1) additional day to a maximum of three (3) additional days per year. The SLB Board shall be responsible for notifying certificated employees of each assessment period.

19.0606 Extension of additional days may be applied for in the same manner as the original application.

19.0607 All decisions of the SLB Board shall be final and binding and are not subject to the grievance/arbitration provisions of this agreement.

19.0608 Guidelines will be reviewed annually by the Sick Leave Bank Board.

19.07 Maximum Expenditure

19.0701 Maximum expenditure for the sick leave bank will be \$20,000 each year.

ARTICLE XX – ENTRY YEAR PROGRAMS AND MENTOR SELECTION

- 20.01 A district pool of teachers will be formed from which mentors will be selected. Teachers wishing to be in this pool must:
- 20.0101 Have a minimum of five (5) years teaching experience
 - 20.0102 Have a minimum of three (3) years in the Lakota School District
 - 20.0103 Have training in the skills relative to the task of serving as a mentor or take the training at the next possible opportunity.
 - 20.0104 Submit a letter of intent including the following information: certificates held; past teaching assignments; reasons for wanting to be a mentor; courses, conferences, or seminars taken in the past three (3) years; any additional information helpful to the committee which will be charged with assigning mentors to entry-year teachers.
- 20.02 As full- or part-time entry-year teachers are hired, they will be assigned mentors. Only first- year teachers (including those on extended substitute assignments of at least 120 contract days) will be assigned mentors. Persons who have served only as substitute teachers will be considered first-year teachers.
- 20.03 Selection of mentors will be by a building level committee composed of the following people:
- 20.0301 Elementary: principal, assistant principal, and grade level chairperson of new faculty member.
 - 20.0302 Secondary: principal, assistant principal, department chairperson of new faculty member, and another department chairperson.
- 20.04 Mentors selected for assignment to entry-year teachers should be from the district pool if at all possible. Any person who is assigned as a mentor, who has not had training, must take this training at the next possible opportunity.
- 20.05 Grade level chairs and department chairs may serve as mentors if no other appropriate mentor is available.
- 20.06 A teacher may not serve as both a mentor and a student teacher supervisor at the same time.
- 20.07 Only one entry-year teacher will be assigned to a mentor.
- 20.08 The building committee charged with assigning mentors from the district pool will consider the following criteria and may establish its own priorities among the following criteria for each assignment:
- 20.0801 The mentor should be from the same building as the entry-year teacher.
 - 20.0802 The mentor should teach in the same grade level or subject areas as the entry-year teacher.

- 20.0803 The mentor should be committed to the concept of lifelong learning and personal/professional development as evidenced by such things as membership in professional organizations, attendance at conferences, and enrollment in academic courses.
- 20.0804 The mentor should possess effective interpersonal communication skills.
- 20.0805 The mentor should be respected by building colleagues.
- 20.0806 The mentor should have shown interest in helping new teachers in the past.
- 20.0807 The mentor should be knowledgeable regarding school district and building procedures and goals.
- 20.09 Concerns about terminating mentor-entry year teacher matches, once formed, should be brought to the building level selection committee for decision.
- 20.10 District and Building Procedures and Goals
- The job description of the mentor includes the following responsibilities:
- A. Orienting EYT (entry-year teacher) to district and building policies/procedures.
 - B. Providing consulting help in: classroom management, understanding of courses of study, parent communications, and other critical activities.
 - C. Visiting the classroom of EYT and discussing these visits in pre-and post-conferences.
 - D. Inviting EYT to observe instruction in mentor's classroom.
 - E. Initiating weekly contact with EYT and being available for EYT-initialed requests for help.
 - F. Attending district-sponsored follow-up training sessions.
- 20.11 The evaluation process undertaken by building administrators is distinct from the mentoring program. The mentor will not participate in any formal or informal evaluations of EYT, not make any recommendations regarding the continued employment of EYT. Administrator evaluations can be shared with mentor at the discretion of EYT.
- 20.12 There shall be a joint committee composed of members appointed by the Superintendent or designee and the LEA President to maintain and implement the Entry Year Teacher Mentoring Program and a New Teacher Induction Program at the start of each school year.

ARTICLE XXI – DRUG-FREE WORKPLACE

- 21.01 It is the policy of the Lakota Board of Education to establish a drug-free workplace. Drug or alcohol abuse in the workplace is dangerous and can lead to harm to not only the person abusing drugs or alcohol, but also to fellow employees and students. It is especially important that employees not use drugs or alcohol in the workplace in view of the fact that, as employees within the schools, the conduct of all Board of Education employees can potentially influence children within the schools.

- 21.02 For these reasons, the Lakota Board of Education is committed to maintaining a drug-free workplace and will enforce a policy requiring all employees to refrain from the illegal use, sale, purchase, possession, or being under the influence of drugs or alcohol while on the job or while using school equipment. Employees who fail to comply with this policy will be subject to discipline up to and including termination from employment.
- 21.03 The Board of Education does not maintain a drug/alcohol rehabilitation program, but a list of programs within the community available to employees who need help with a drug or alcohol problem is provided in Appendix G.
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ARTICLE XXII – SMOKE-FREE ENVIRONMENT

- 22.01 It is the policy of the Lakota Board of Education to provide a healthy, comfortable, and productive environment for students, staff, and other participants in district activities.
- 22.02 For these reason, the Lakota Board of Education is committed to maintaining a smoke-free environment and will enforce a policy requiring all employees to refrain from the use of tobacco and/or tobacco products on school property. Employees who fail to comply with this policy will be subject to discipline consistent with Article X of this agreement.
- 22.03 The Board of Education does not maintain a tobacco use cessation rehabilitation program, but a list of programs within the community is available to employees and provided in Appendix "G."
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ARTICLE XXIII – TEST SECURITY PROVISIONS

- 23.01 All test questions and all other materials which are considered part of the approved achievement/ability tests and the proficiency tests, including, but not necessarily limited to reading passages, charts, graphs, and tables, shall be considered secure and subject to the provisions of Sections 3319.151 and 3319.99 of the revised code and to the provisions of this rule.
- 23.02 The District and each school shall identify at least one certificated employee of the district to be responsible for ensuring that all test security provisions are met while test materials are in the district and/or in the building, respectively.
- 23.03 No one person shall teach students the answers to specific test questions, copy or otherwise reproduce secure test materials for use by students, change students' responses on the answer sheets, or in any other way cheat or assist a student to cheat.
- 23.04 No unauthorized person shall have access to any secure test materials at any time such materials are in the school district or school building.
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ARTICLE XXIV- SUPPLEMENTALS

The rates for calculating supplemental pay are in Appendix E. District supplemental positions and pay category for each is in Appendix F. Building supplemental positions approved for 1996-97 and pay category for each is in Appendix F. The supplemental position request or review form is in Appendix F. Guidelines for supplemental pay category are in Appendix F.

- 24.01 The district "Proposal for Supplemental Position" form (Appendix F) will be used to gather information on supplemental positions suggested for creation, reinstatement or revision. A scoring key based on time involved in carrying out the task, the administrative responsibilities required, the level and scope of the activity, the qualifications required, and the number of students involved (Appendix F.) will be used to determine the job description and pay category.
- 24.02 Creation and reinstatement requests approved by the administration will be assigned a pay category by the supplemental subcommittee of the joint Board and association negotiating teams.
- 24.03 Revision requests approved by the administration will be assigned a pay category by the supplemental subcommittee which will meet annually to consider revision for the following contract year.
- 24.04 An individual employed in a supplemental position in the 1995-96 school year, who is reemployed in that same supplemental position for the 1996-97 school year but the supplemental position pay category has been reduced, shall not receive pay based on the reduced category in 1996-97. Pay in 1996-97 for such individual shall remain based on the 1995-96 category and his/her experience step in that category on the 1996-97 supplemental salary schedule. Thereafter, the individual to whom these circumstances apply shall have his/her affected supplemental salary frozen at the 1996-97 amount until the calculation of pay based on the new reduced category exceeds the frozen 1996-97 amount, the individual who does not remain continuously employed in a position will receive pay based on the reduced category for that position when reemployed.
- 24.05 Instructional aides assigned throughout a department or school shall be counted as FTE within the department when calculating the pay category for supplemental contracts for department chairs. Exempt from this calculation shall be instructional aides as designated by the Ohio Department of Education Division of Special Education or Division of Early Childhood Education or assigned to a specific district-wide program or a specific student. These fall under three categories:
 - A. Specific Classroom
 - 1. Multiple Handicapped
 - 2. Severe Behavior Handicapped — self-contained class
 - 3. Orthopedic Handicapped — self-contained class
 - 4. Preschool Special Education class
 - B. Specific District-Wide Program
 - 1. Occupational Therapy
 - 2. Physical Therapy
 - 3. Adapted Physical Education
 - 4. Job Trainers
 - C. Specific Student

1. Student Attendant
2. Note Taker
3. Sign Language Interpreter
4. Others similarly assigned

Department chair supplemental pay calculations based on department FTE (including instructional aides as described above) will be adjusted each school year at the ADM Enrollment count the first week of October. There will be no recalculations due to changes in FTE at other times in the school year.

ARTICLE XXV - ASSOCIATION PRESIDENT'S RELEASE

25.01 President's Release Time

25.0101 The Association president or designee shall be granted one-half day release from his or her normal schedule for the duration of his/her term in office.

25.0102 The Presidential Release shall be granted in units of one academic year.

25.0103 While on President's Release, the Association president or designee shall be provided a home-base location with access to all communication systems in a district building for the duration of the release.

25.0104 While on President's Release the half-day teaching assignment of the Association president or designee shall include a planning period.

25.0105 While on President's Release, the Association president or designee could be given a special/alternative assignment rather than a portion of the regular teaching assignment of his/her normal schedule.

25.0106 A portion of President's Release time not to exceed 5% may be made available for district work at the request of the Superintendent by mutual agreement.

25.02 Arrangement for President's Release

25.0201 To accommodate scheduling, the Association shall inform the Superintendent and affected Principal of the individual who shall receive the President's Release no later than the first class day of May.

25.0202 The Association president shall assist in the determination of the half-day schedule to be assigned during the President's Release.

25.0203 The Association will reimburse the Board for the President's release time in the amount of 25% of total of the salary of a teacher at Bachelor's step 1 and the cost of other employment fringe benefits.

25.03 Return from President's Release

- 25.0301 To accommodate scheduling, the Association shall inform the Superintendent and affected Principal no later than the first class day of May that the individual on the President's Release shall be returning to regular full-time status.
- 25.0302 The teaching assignment of the Association president shall be restored to him/her for the year following the Presidential Release. He/She is to be returned to the building and to the class assignment in which he/she served prior to the President's Release.
- 25.0303 The Association president or designee shall suffer as a result of this release no loss in salary, fringe benefits, seniority, contractual benefits, or statutory benefits to which he/she would have been entitled had he/she worked his/her normal schedule prior to receiving President's Release.

ARTICLE XXVI – REEMPLOYMENT OF RETIRED TEACHERS

- 26.01 If the Board elects to reemploy individuals who have retired from the Lakota Local School District (or from other school districts) and who are receiving Benefits through the State Teachers Retirement System, the conditions set forth in this agreement shall apply only to the employment of these individuals.
- 26.0101 The salary to be paid to the reemployed retired teacher shall be set at the level established in the salary schedule currently in effect under the master agreement between the Board and the Association. Placement on the salary schedule shall be determined by the number of verified years of teaching experience (agreement section 18.0301) up to a maximum of five (5) years throughout the term of employment.
- 26.0102 Reemployed retired teachers may be eligible for participation in the insurance plans offered by the Board. They are not eligible for any plan offered by the Board if they are eligible for insurance from another source (including the State Teachers Retirement System) for which the teacher is responsible for less than 50% of the cost.
- 26.0103 Reemployed retired teachers employed pursuant to this article shall receive one-year renewable, temporary contracts and shall not be eligible to receive continuing contracts regardless of their years of service, degrees, or certificate(s)/license(s) held. (The temporary contract used in the employment of retired teachers shall be the same temporary contract as used in the employment of teachers substituting for those on extended absence or those on leaves and in the employment of teachers with temporary or substitute certificates/licenses.)

- 26.0104 Each one-year, temporary contract (see section 7.01), shall automatically expire upon completion of the year, and it is not necessary for the Board to conduct evaluations in accordance with the master agreement currently in effect or with ORC 3319.111 nor to take formal action to not reemploy the individual pursuant to 3319.11 in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract. If continued, the position held temporarily by a reemployed retired teacher shall be posted for transfer opportunities for regularly-contracted bargaining unit members.
- 26.0105 Reemployed retired teachers are not entitled and/or not eligible to receive severance benefits provided by a collective bargaining agreement currently in effect between the Board and the Association.
- 26.0106 In the event of a reduction in force, the contract of the reemployed retired teacher shall be suspended prior to the contract of any other regularly-contracted bargaining unit member.
- 26.0107 Reemployment of a retired teacher shall not jeopardize the continuation of existing academic programs nor result in the reduction in force of faculty employed at the commencement of each such contract for the reemployment of a retired teacher.
- 26.0108 Reemployed retired teachers are eligible for sick leave accumulation commencing with the first year of reemployment, including eligibility to contribute to and participate in the sick leave bank which may be a part of the master agreement between the Board and the Association.
- 26.0109 Reemployed retired teachers may commence their reemployment with up to 15 sick days of accumulated sick leave if said days are carried forward from their prior employer.
- 26.0110 Subject to these provisions, reemployed retired teachers are part of the bargaining unit and entitled to all the rights, protections and benefits of being a part of the bargaining unit not otherwise described herein. The provisions of this article shall apply to only the reemployment of retired teachers and for reemployed retired teachers only.
- 26.0111 Pursuant to the authority provided by ORC 4117.10, and to the extent that this provision is contrary to or in conflict with any Ohio law including, but not limited to, 3319.11 ORC, 3319.111 ORC, 3319.141 ORC, 3319.17 ORC, Chapter 3317 CRC, Chapter 3307 ORC, this provision shall supersede and replace the statutory law of Ohio and other provisions of the master agreement between the Board and the Association.
- 26.0112 Re-employed retired teacher's positions shall be posted internally no later than May 1 of each year.
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ARTICLE XXVII – JOB SHARING

It is recognized by the Lakota Board of Education and by the Lakota Education Association there may be occasions in which two bargaining unit members may partner to share a single contract position. Job sharing may be arranged if all of the following conditions are met:

- 27.01 The written application of the job share must be submitted to the building principal prior to February 1 of the year prior to the job share year to assure consideration. The plan must be submitted on the standard form (Appendix L). The building principal or immediate supervisor may approve the plan following consultation with the Human Resource Office.
 - 27.02 A new proposal is required each year by February 1 to continue an existing job share.
 - 27.03 All job share situations, if approved, are in effect for one school year.
 - 27.04 The job share application (Appendix L) must address parent conference, faculty meetings, field trips, IEP meetings, professional development days, grading, student records, planning time, duty assignments, over-lap time, communications, classroom management and discipline and other matters of responsibilities of job sharing partners.
 - 27.05 Compensation will be based on FTE and appropriate placement on the approved salary scale.
 - 27.06 As defined by Article XV of the master agreement, both job share partners are eligible for benefits. The Board will pay no more than the appropriate percentage of a Single health plan for each job share partner. If a job share partner opts for an Employee+1 health plan or for a family health plan, he/she must pay 100% of the difference between the cost of the chosen plan and the cost of the appropriate percentage of a Single Plan.
 - 27.07 It is strongly encouraged that each job share partner will substitute in the absence of the other to reduce the number of teacher changes in the classroom over the day or the week. Substituting done by either partner in a job share, including substituting for the job share partner, shall be at the current substitute teacher rate.
 - 27.08 The assessment tool (Appendix M) may be used at the conclusion of the first semester to evaluate the job share. The assessment may be used to determine the acceptance of future job share requests.
 - 27.09 If job sharing partners seek to transfer together to another position, they shall be considered at the seniority level of the less senior.
 - 27.10 At the termination of the job share arrangement for any reason, the more senior partner shall have the option of retaining the job shared position while the less senior partner shall have the option of voluntary transfer.
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ARTICLE XXVIII – DURATION

This contract shall become effective on the 1st day of July, 2011, and shall expire on the 30th day of June, 2014.

The three year master agreement is contingent upon the passage of an operating levy for new revenue during the three year term. In the event an operating levy is not approved, the Board shall have the discretion to make appropriate additional budget cuts/reductions in force in order to meet the financial obligations of this master agreement as is required by ORC 5705.412.

LAKOTA EDUCATION ASSOCIATION
(LEA)

BY Sharon K. Mayo
President

BY Cheryl A. Zachry
Secretary

BY Monica Lidman
Spokesperson

BY John C. Leves
Spokesperson

LAKOTA LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

BY Joan W. Powell
President

BY Don Spuler
Superintendent

BY John P. Roga
Treasurer

Lakota Local Schools

Certificated Grievance Form

NAME OF GRIEVANT _____

POSITION _____

DATE SUBMITTED _____

SCHOOL _____

NAME OF PRINCIPAL _____

GRIEVANT ACCOMPANIED BY: _____

SECTION FOR GRIEVANT:

Briefly state the problem, indicating the specific section of the agreement which has allegedly been violated, misinterpreted, or misapplied and the date of occurrence.

(If additional space is needed, use other side.)

What remedy is sought?

DATE _____

GRIEVANT'S SIGNATURE _____

(PRINCIPAL'S RESPONSE ON BACK)

Certificated Grievance Form (continued)

SECTION FOR PRINCIPAL:

DATE RECEIVED _____

In answer to the grievance, include parts of the Agreement which is the basis of the decision. Prepare four (4) copies of this form. Distribute as follows:

1. Original to school principal's file
2. Copy to superintendent & Human Resources
3. Copy to Grievant
4. Copy to Association

DATE _____ PRINCIPAL'S SIGNATURE _____

APPEAL SECTION: I desire to appeal the above decision.

DATE _____ SIGNATURE OF APPELLANT _____

DATE _____

SIGNATURE OF CHAIRPERSON
L.E.A. Grievance Committee:

Lakota Local Schools

Phase I Evaluation Report

Teacher's Name _____ School _____ Grade Level/Subject Area _____
 Evaluator's Name _____ School Year _____ Evaluation Date 1 _____

Instructions: Please rate the teacher's performance on all of the nineteen criteria for which you have appropriate data. Refrain from scoring criteria for which you do not have appropriate data.
 Scale: U = Unsatisfactory B = Basic P = Proficient N = Noteworthy N/O = Not Observed

Domain 1: Planning and Preparation	Rating	Domain 3: Instruction	Rating
1a Knowledge of Content and Pedagogy		3a Communicating Clearly and Accurately	
1b ☆ Demonstrating Knowledge of Students		3b ☆ Using Questioning and Discussion Techniques	
1c ☆ Selecting Instructional Goals		3c ☆ Engaging Students in Learning	
1d Demonstrating Knowledge of Resources		3d Providing Feedback to Students	
1e ☆ Designing Coherent Instruction		3e ☆ Demonstrating Flexibility and Responsiveness	
1f ☆ Assessing Student Learning		Domain 4: Teacher Professionalism	
Domain 2: Classroom Environment			Rating
2a ☆ Creating an Environment of Respect and Rapport		4a Reflecting on Teaching	
2b Establishing a Culture for Learning		4b Maintaining Accurate Records	
2c Managing the Classroom		4c ☆ Communicating to Families	
☆ Each component with a star indicates a critical component for a new teacher.		4d Contributing to School and District	
		4e Growing and Developing Professionally	

Evaluator's Signature _____ Date _____ Teacher's Signature _____ Date _____
 (Signature indicates arrival at this stage of the evaluation process not agreement or consensus necessarily.)

Phase I Summative Evaluation Report #1

This evaluation is based upon:

Pre-Observation Conference 1 on _____ Classroom Observation 1 on _____ Post observation conference 1 on _____
*Pre-Observation Conference 2 on _____ Classroom Observation 2 on _____ *Post observation conference 2 on _____

• - denotes optional step

Evaluator's Name _____ Teacher's Name _____ School Year _____

Summative Statement of Evaluator

Recommendation of Evaluator

Evaluator's Signature _____ Date _____ Teacher's Signature _____ Date _____
(Signature indicates arrival at this stage of the evaluation process not agreement or consensus necessarily.)

Phase I Observation Report #1

This observation is based upon:

Pre-Observation Conference 1 on _____ Classroom Observation 1 on _____ Post observation conference 1 on _____

Evaluator's Name _____ Teacher's Name _____ School Year _____

Summative Statement of Evaluator

Blank area for Summative Statement of Evaluator

Recommendation of Evaluator

Blank area for Recommendation of Evaluator

Evaluator's Signature _____ Date _____ Teacher's Signature _____ Date _____

(Signature indicates arrival at this stage of the evaluation process not agreement or consensus necessarily.)

Phase I Observation Report #2

This evaluation is based upon:

*Pre-Observation Conference 2 on _____ Classroom Observation 2 on _____ *Post observation conference 2 on _____

• - denotes optional step

Evaluator's Name _____ Teacher's Name _____ School Year _____

Summative Statement of Evaluator

Recommendation of Evaluator

Evaluator's Signature _____ Date _____ Teacher's Signature _____ Date _____

(Signature indicates arrival at this stage of the evaluation process not agreement or consensus necessarily.)

Phase I Evaluation Report

Teacher's Name _____ School _____ Grade Level/Subject Area _____
 Evaluator's Name _____ School Year _____ Evaluation Date 1 _____

Instructions: Please rate the teacher's performance on all of the nineteen criteria for which you have appropriate data. Refrain from scoring criteria for which you do not have appropriate data.
 Scale: U = Unsatisfactory B = Basic P = Proficient N = Noteworthy N/O = Not Observed

Domain 1: Planning and Preparation	Rating	Domain 3: Instruction	Rating
1a Knowledge of Content and Pedagogy		3a Communicating Clearly and Accurately	
1b ☆ Demonstrating Knowledge of Students		3b ☆ Using Questioning and Discussion Techniques	
1c ☆ Selecting Instructional Goals		3c ☆ Engaging Students in Learning	
1d Demonstrating Knowledge of Resources		3d Providing Feedback to Students	
1e ☆ Designing Coherent Instruction		3e ☆ Demonstrating Flexibility and Responsiveness	
1f ☆ Assessing Student Learning		Domain 4: Teacher Professionalism	
Domain 2: Classroom Environment			Rating
2a ☆ Creating an Environment of Respect and Rapport		4a Reflecting on Teaching	
2b Establishing a Culture for Learning		4b Maintaining Accurate Records	
2c Managing the Classroom		4c ☆ Communicating to Families	
☆Each component with a star indicates a critical component for a new teacher.		4d Contributing to School and District	
		4e Growing and Developing Professionally	

Evaluator's Signature _____ Date _____ Teacher's Signature _____ Date _____

(Signature indicates arrival at this stage of the evaluation process not agreement or consensus necessarily.)

Phase I Summative Evaluation Report #2

This evaluation is based upon:

Pre-Observation Conference 3 on _____

Classroom Observation 3 on _____

Post observation conference 3 on _____

*Pre-Observation Conference 4 on _____

Classroom Observation 4 on _____

*Post observation conference 4 on _____

• - denotes optional step

Evaluator's Name _____ Teacher's Name _____ School Year _____

Summative Statement of Evaluator

Recommendation of Evaluator

Evaluator's Signature _____ Date _____ Teacher's Signature _____ Date _____
(Signature indicates arrival at this stage of the evaluation process not agreement or consensus necessarily.)

Phase I Observation Report #3

This observation is based upon:

Pre-Observation Conference 3 on _____ Classroom Observation 3 on _____ Post observation conference 3 on _____

Evaluator's Name _____ Teacher's Name _____ School Year _____

Summative Statement of Evaluator

Recommendation of Evaluator

Evaluator's Signature _____ Date _____ Teacher's Signature _____ Date _____

(Signature indicates arrival at this stage of the evaluation process not agreement or consensus necessarily.)

Phase I Observation Report #4

This evaluation is based upon:

*Pre-Observation Conference 4 on _____ Classroom Observation 4 on _____ *Post observation conference 4 on _____

- - denotes optional step

Evaluator's Name _____ Teacher's Name _____ School Year _____

Summative Statement of Evaluator

Recommendation of Evaluator

Evaluator's Signature _____ Date _____ Teacher's Signature _____ Date _____
(Signature indicates arrival at this stage of the evaluation process not agreement or consensus necessarily.)

Task Improvement Plan

Evaluator's Name _____

Teacher's Name _____

Component and Performance Goals Which component (element) to improve? Administrator Driven	Plan of Action Specifically how will this goal be achieved? Collaboratively Driven	Indicators of Success How will success in achieving this goal be measured? Rubric Driven - Include Timeline

Administrator _____ Date _____

Teacher _____ Date _____

Lakota Local Schools

Phase II – Performance Plan

Teacher's Name _____ Evaluator's Name _____

School _____ Year _____ Grade/Subject _____ Date Submitted _____

Component	Performance Goals Describe your goal to improve this component.	Plan of Action Specifically how will I achieve this goal? Please include timeline:	Indicators of Success Specifically how will I determine success in achieving this goal?

Administrator _____ Date _____ Teacher _____ Date _____
 (Signature indicates that this plan has been accepted by the supervising administrator.)

Phase II – Teacher’s Reflective Statement

Teacher’s Name _____

Evaluator’s Name _____

This evaluation is based upon: Planning Conference Date _____

Checkpoint Conference 1 _____

Assessment Conference _____

Checkpoint Conference 2 _____

Reflective Statement of Teacher

Describe the results of your professional growth project:

What was learned from this initiative?

How did this project contribute to your professional growth and student learning?

Administrator _____ Date _____

Teacher _____ Date _____

(Signature represents completion of the annual evaluation process, not necessarily consensus.)

Phase II – Final Evaluation Report

Teacher's Name _____

Evaluator's Name _____

This evaluation is based upon: Planning Conference Date _____

Checkpoint Conference 1 _____

Assessment Conference _____

Checkpoint Conference 2 _____

Evaluator Summary

Contract Recommendation for the _____ school year: _____

Administrator _____ Date _____ Teacher _____ Date _____

(Signature indicates represents completion of the annual evaluation process, not necessarily consensus.)

Lakota Local School District

Phase III Performance Evaluation Form Awareness Level Documentation

Teacher's Name _____ Administrator _____

Date of Conference between Teacher and Administrator _____

It is intended that the teacher and administrator collaborate to design an Awareness Level Plan that will result in a positive change in job performance. Phase II plans may remain intact or be temporarily set aside until the issues described below have been resolved.

Specific issues of concern (please denote specific rubric component(s) of concern):

Performance Expectations:

Specific Improvement Strategies:

Timelines for completion (please give specific dates):

Teacher's Signature _____ Date _____

Administrator's Signature _____ Date _____

Lakota Local School District

Task Improvement Plan

Evaluator's Name _____ Teacher's Name _____

Component and Performance Goals Which component (element) to improve? Administrator Driven	Plan of Action Specifically how will this goal be achieved? Collaboratively Driven	Indicators of Success How will success in achieving this goal be measured? Rubric Driven - Include Timeline

Administrator _____ Date _____ Teacher _____ Date _____

Lakota Local Schools
Teacher Evaluation Instrument

Component 1a		Demonstrating Knowledge of Content and Pedagogy		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Knowledge of Content	Teacher makes content errors or does not correct content errors students make.	Teacher displays content knowledge but cannot articulate connections with other parts of the discipline.	Teacher displays content knowledge and makes connections between content and other parts of the discipline or with other disciplines as appropriate.	Teacher displays extensive 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 common student misconceptions about the content.	Teacher displays best pedagogical practice within the discipline and anticipates common student misconceptions about the content.	Teacher continues to search for ways to improve the quality of teaching of the content.
Component 1b		Demonstrating Knowledge of Students		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Knowledge of characteristics of Age Group	Teacher displays minimal knowledge of developmental characteristics of age group.	Teacher displays generally accurate knowledge of typical developmental characteristics of age group.	Teacher displays thorough understanding of typical developmental characteristics of age group.	Teacher displays thorough understanding of typical developmental characteristics of age group as well as exceptions to general patterns.
Knowledge of Students' Varied Learning Styles	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 different approaches to learning that the students exhibit.	Teacher displays solid understanding of the different approaches to learning that the 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 student's skills and knowledge	Teacher displays knowledge of students' skills and knowledge for the class as a whole.	Teacher displays knowledge of students' skills and knowledge for groups of students.	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.	Teacher displays the knowledge of students' interests or cultural heritage for groups of students.	Teacher displays knowledge of interests or cultural heritage for groups of students and recognizes the value of this knowledge.	Teacher displays knowledge of students' interests or cultural heritage and recognizes the potential impact of that knowledge on teaching the content.

Lakota Local Schools
Teacher Evaluation Instrument

Component 1c ☆		Selecting Instructional Goals			
Element	Unsatisfactory	Basic	Proficient	Noteworthy	
Value for Curriculum	Goals are not valuable and represent low expectations for conceptual understanding by students. Expectations do not reflect important learning and do not relate to curriculum frameworks and standards.	Goals are moderately valuable in their expectations for conceptual understanding by students. Expectations reflect important learning and relate somewhat to curriculum frameworks and standards.	Goals are valuable in their level of expectations of conceptual understanding. Expectations reflect important learning and relate to curriculum frameworks and standards.	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 either not clear or are stated as activities. Goals do not permit valid methods of assessment.	Goals are moderately clear or include a combination of goals and activities. Some goals do not permit valid methods of assessment.	Most of the goals are clear. Most permit valid methods of assessment.	All of the goals are clear, written in the form of student learning and permit valid methods of assessment.	
Suitability for Diverse Students	Goals are not suitable for the class.	Most of the goals are suitable for most students in the class.	All of 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 reflect only one type of learning and one discipline.	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 include opportunities for student reflection on the importance of learning.	
Component 1d		Demonstrating Knowledge of Resources			
Element	Unsatisfactory	Basic	Proficient	Noteworthy	
Resources for Teaching	Teacher is unaware of resources available though the school or district.	Teacher displays limited awareness of resources available through the school or district.	Teacher is fully aware of resources available through the school or district.	In addition to being aware of school and district resources, teacher actively seeks out other materials to enhance instruction, for example, from professional organizations or through the community.	
Resources for Students	Teacher 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 resources available through the school or district. Teacher 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.	

Lakota Local Schools
Teacher Evaluation Instrument

Component 1e ☆		Designing Coherent Instruction		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Learning Activities	Learning activities are not suitable to students or instructional goals. They do not follow an organized progression.	Most of the learning activities are suitable to students or instructional goals. Progression of activities in the unit is uneven.	Learning activities are suitable to students and instructional goals. Progression of activities in the unit is fairly even.	Learning activities are highly relevant to students and instructional goals. They progress coherently.
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. Teacher collaborates with colleagues or students in selecting and adapting materials.
Lesson and Unit Structure	The lesson or unit has no clearly defined structure, or the structure is chaotic. Time allocations are unreasonable.	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 or unit is clear and allows for different structures, activities, and time allocations according to student needs.
Component 1f ☆		Assessing Student Learning		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
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 others.	The proposed approach to assessment is completely congruent with the instructional goals both in content and process.
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 communicated clearly to students.	Assessment criteria and standards are clear and have been clearly communicated to students. Teacher collaborates with students to develop criteria and standards as part of the lesson.
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. Students are also aware of how they collaborate in planning the next steps following assessment.

Lakota Local Schools
Teacher Evaluation Instrument

Component 2a		Creating an Environment of Respect and Rapport			
Element	Unsatisfactory	Basic	Proficient	Noteworthy	
Teacher Interaction with Students	Teacher interactions with at least some students is demeaning or inappropriate to the age or the culture of the student. Students exhibit disrespect for the teachers.	Teacher-student interactions are generally appropriate but may reflect occasional favoritism or disregard for students or cultures. Students exhibit minimal respect for teacher.	Teacher-student interactions demonstrate general caring and respect. Students exhibit respect for teacher.	Teacher demonstrates appropriate caring and respect for all students. Students exhibit respect for teacher as an individual.	
Expectations	Standards of conduct have been neither established or communicated to students.	Standards of conduct have been established and most students follow them.	Standards of conduct are followed by students.	Standards of conduct are followed by students and have been developed with student participation.	
Monitoring of Student Behavior	Teacher is unaware of student behavior	Teacher is generally aware of student behavior but may miss the activities of some students.	Teacher is aware of student behavior during class time.	Monitoring by teacher is subtle and preventive.	
Response to Student Behavior	Teacher does not respond to behavior, or the response is inconsistent or inappropriate.	Teacher attempts to respond to student behavior but with uneven results	Teacher's response to behavior is appropriate and successful and respects student.	Teacher response to behavior is highly effective and entirely appropriate.	
Component 2b		Establishing a Culture for Learning			
Element	Unsatisfactory	Basic	Proficient	Noteworthy	
Importance of this 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 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.	
Student Pride in Work	Students demonstrate little or no pride in their work. They seem to be motivated by the desire to complete the task rather than do high quality work.	Teacher encourages students to accept the responsibility to "do good work," but students invest little of their energy in the quality of the work.	Teacher insists on work of high quality, and students demonstrate pride in that work.	Students take obvious pride in their work and initiate improvements in it, for example, by revising drafts on their own initiative, helping peers, and ensuring that high-quality work is displayed.	
Expectations for Learning and Achievement	Activities, interactions, and the classroom environment convey modest expectations for student achievement.	Activities, interactions, and the classroom environment convey inconsistent expectations for student achievement.	Activities, interactions and the classroom environment convey high expectations for student achievement.	Both students and teachers contribute to activities, interactions, and the classroom environment to convey high expectations for student achievement.	

Teacher Evaluation Instrument

Component 2c	Managing the classroom			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Management of Indirect Instruction	Students not working directly with the teacher are not productively engaged in learning.	Tasks for students not working directly with the teacher are partially organized, resulting in some off-task behavior when teacher is involved with other students.	Tasks for students not working directly with the teacher are organized and monitored so that most students are engaged at most times.	Students not working directly with the teacher are productively engaged and assume responsibility for productivity with minimal monitoring by the teacher.
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 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 and contribute to efficient operation.
Supervision of Volunteers and Paraprofessionals	Volunteers and paraprofessionals have no clearly defined duties or nothing to do most of the time.	Volunteers and paraprofessionals are productively engaged.	Volunteers and paraprofessionals are productively and independently engaged.	Volunteers and paraprofessionals make a supportive contribution.
Management of Space	The classroom is unsafe, or the furniture arrangement is not suited to the lesson's 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 contributes to learning activities.	The classroom is safe, and teacher encourages students to adjust the furniture to advance their learning.
Management of Instructional Tools	Teacher uses instructional tools poorly, or learning is not accessible to some students.	Teacher uses instructional tools adequately, and at least essential learning accessible to all students	Teacher uses instructional tools skillfully to assure that learning is equally accessible to students.	Both teacher and students use instructional tools to assure that all learning is equally accessible to all students.

Lakota Local Schools
Teacher Evaluation Instrument

Component 3a		Communicating Clearly and Accurately		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Directions and Procedures	Teacher directions and procedures are incomplete or inaccurate.	Teacher directions and procedures are excessively detailed.	Teacher directions are clear and contain an appropriate level of detail.	Teacher directions and procedures are clear to students and teacher verifies student understanding.
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.	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' age or background.	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 written language is correct and expressive, with well-chosen vocabulary that enriches the lesson.
Component 3b		Using Questioning and Discussion Techniques		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Quality of Questions	Teacher's questions are of poor quality; impertinent, irrelevant to content, confined inappropriately to lower levels of thinking skills.	Teacher's questions are of low and high quality.	Most of teacher's questions are of appropriately high quality. Adequate time is provided for students to respond.	Teacher's questions are of uniformly high quality, with adequate time for students to respond.
Discussion Techniques	Interaction between teacher and students is predominately recitation style, with teacher mediating all questions and answers.	Teacher makes some attempt to engage students in discussion, sometimes unable to maintain focus on content.	Teacher engages students in classroom discussion, maintaining focus on content.	Classroom discussion is student interaction with appropriate teacher coordination.
Student Participation	Teacher does not attempt to engage students.	Teacher attempts to engage students who are not participating.	Teacher successfully engages students in the discussion.	Teacher engineers discussion of content among students.
Component 3C		Engaging students in Learning		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Representation of Content	Representation of content is inappropriate and unclear or uses poor example or 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 student's 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.	Some activities and assignments are appropriate to students and engage them, but others do not.	Most activities and assignments are appropriate to students. Almost all students are engaged in them.	All students are engaged in the activities and assignments in their exploration of content. Students initiate or adapt or design activities and projects to enhance understanding.
Grouping of Students	Instructional groups are inappropriate to the students or instructional goals.	Instructional groups are only partially appropriate to the students and moderately successful in advancing the instructional goals.	Instructional groups are productive and appropriate to the students or to the instructional goals.	Instructional groups are productive and appropriate to the instructional goals of a lesson. Students take initiative to influence instructional groups to advance their understanding.

Lakota Local Schools
Teacher Evaluation Instrument

Component 3C, Con't	Engaging Students in Learning, Con't			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Instructional Materials and Resources	Instructional Materials and resources are unsuitable to the instructional goals or do not engage the student.	Instructional materials and resources are partially suitable to the instructional goals, or students' level of engagement is moderate.	Instructional materials and resources are suitable to the instructional goals and engage students.	Instructional materials and resources are suitable to the instructional goals and engage students. Students initiate choice, adaptation, or design of materials. To enhance their own purposes.
Structure and Planning	The execution of the lesson follows no clearly defined structure, or the pacing of the lesson is too slow or too rushed.	The execution of the lesson follows a recognizable structure not uniformly maintained throughout the lesson. Pacing of the lesson is ineffective.	The execution of the lesson follows a clearly defined structure around which the activities are organized. Pacing of the lesson is effective.	The execution of the lesson follows a highly coherent structure, allowing for reflection and closure as appropriate. Pacing of the lesson is appropriate for all students.
Component 3d	Providing Feedback to Students			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
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. Provision is made for timely student use of the feedback in their learning.
Component 3e ☆	Demonstrating Flexibility and Responsiveness			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Flexibility	Teacher adheres rigidly to an instructional plan, even when a change will clearly improve the lesson.	Teacher adjusts the lesson with difficulty.	Teacher adjusts the lesson.	Teacher successfully adjusts the lesson, and the adjustment occurs smoothly.
Response to Students	Teacher ignores or brushes aside students' questions or interests.	Teacher attempts to incorporate students' questions or interests in the lesson.	Teacher successfully incorporates students' questions or interests in the lesson.	Teacher appropriately seizes opportunities to enhance learning, building on events in the lives of the students.
Persistence	When a student has difficulty learning, the teacher fails to vary instructional strategies.	For the success of any student with difficulty learning, the teacher offers a few instructional strategies.	For students with difficulty learning, the teacher varies instructional strategies.	For students with difficulty learning, the teacher varies instructional strategies and seeks additional resources from the school.

Lakota Local Schools
Teacher Evaluation Instrument

Component 4a		Reflecting on Teaching		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
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 judgment.	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 suggestion 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 might be tried another time.	The teacher offers specific alternative actions, complete with speculation of success of each alternative.
Component 4b		Maintaining Accurate Records		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
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 only partially effective.	Teacher's system for maintaining information on student completion of assignments is effective.	Teacher's system for maintaining information on student completion of assignments is effective. Students participate in the maintenance of personal assignment records.
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 only 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 effective. Students contribute information.
Component 4c		Communicating to Families		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Information About the Classroom Instructional Program	Teacher provides little information about the classroom instructional program to families.	Teacher provides basic information in the school's conferences for parents but offers little additional communication.	Teacher provides comprehensive information about the classroom instructional program to parents, as appropriate.	Teacher provides comprehensive information about the classroom instructional program to parents as appropriate. Teacher updates information in response to students' and parents' questions and concerns.
Information About Individual Students	Teacher provides minimal information to parents or does not respond 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 to respond to parent concerns during the school day.	Teacher provides information to parents on both positive and negative aspects of student progress. Response to parent concerns is handled diplomatically.

Lakota Local Schools

Teacher Evaluation Instrument

Component 4d		Contributing to School and District		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
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 characterized relationships with colleagues. Teacher is perceived as a leader by faculty members.
Participation in School and District Projects	Teacher avoids becoming involved in school or district projects.	Teacher participates in a school or a district project when specifically asked.	Teacher selects participation in a school or a district project.	Teacher selects participation in a school or a district project, making a substantial contribution.
Component 4e		Growing and Developing Professionally		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Enhancement of Content Knowledge and Pedagogical Skill	Teacher engages in no professional development activities to enhance knowledge or skill.	Teacher participates in minimum professional activities required to maintain certificate or licensure.	Teacher participates in professional activities to enhance content knowledge and pedagogical skill beyond those required to maintain certificate or licensure.	Teacher provides professional development to colleagues in content or pedagogical skill.
Advocacy	Teacher denies some students a fair opportunity to succeed.	Teacher does not knowingly deny students a fair opportunity to succeed.	Teacher seeks 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 receive a fair opportunity to succeed, particularly those students traditionally underserved.
Decision Making	Teacher makes instructional decisions based on self-serving interests.	Teacher's instructional decisions are based upon limited professional considerations.	Teacher participates in team or departmental decision making.	Teacher takes a role in team or departmental decision making that ensures such decisions are based upon professional standards.

Lakota Local Schools
Speech-Language Pathologist Evaluation Rubric

Component 1a	Demonstrating Knowledge of Content and Pedagogy			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Knowledge of Content	SLP makes content errors or does not correct errors students make.	SLP displays content knowledge but cannot articulate connections with other parts of the discipline.	SLP displays content knowledge and makes connections between content and other parts of the discipline or with other disciplines as appropriate.	SLP displays extensive knowledge with evidence of continuing pursuit of such knowledge.
Knowledge of Prerequisite Relationship	SLP displays little understanding of prerequisite knowledge, important for student learning of the content.	SLP indicates some awareness of prerequisite learning, although such knowledge may be incomplete or inaccurate.	SLP's plans and practices reflect understanding of prerequisite relationships among topics and concepts.	SLP actively builds on knowledge of prerequisite relationships when describing instruction or seeking causes for student misunderstanding.
Knowledge of Content-Related Pedagogy	SLP displays little understanding of pedagogical issues.	SLP displays basic pedagogical knowledge but does not anticipate common student misconceptions about the content.	SLP displays best pedagogical practice within the discipline and anticipates common student misconceptions about the content.	SLP continues to search for ways to improve the quality of teaching of the content.
Component 1b	Demonstrating Knowledge of Students			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Knowledge of Characteristics of Age Group	SLP displays minimal knowledge of developmental characteristics of age group.	SLP displays generally accurate knowledge of typical developmental characteristics of age group.	SLP displays thorough understanding of typical developmental characteristics of age group.	SLP displays thorough understanding of typical developmental characteristics of age group as well as exceptions to general patterns.
Knowledge of Students' Varied Learning Styles	SLP is unfamiliar with the different approaches to learning that students exhibit such as learning styles, modalities, and different "intelligences".	SLP displays general understanding of the different approaches to learning that the students exhibit.	SLP displays solid understanding of the different approaches to learning that students exhibit.	SLP uses, where appropriate, knowledge of student's varied approaches to learning in instructional planning.

Lakota Local Schools
Speech-Language Pathologist Evaluation Rubric

Component 1b, Con't		Demonstrating Knowledge of Students, Con't		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Knowledge of Students' Skills and Knowledge	SLP displays little knowledge of students' skills and knowledge.	SLP displays knowledge of students' skills.	SLP displays knowledge of the students' skills and how they affect his performance in the classroom.	SLP displays knowledge of students' skills and knowledge of those with special needs.
Knowledge of Students' Interests and Cultural Heritage	SLP displays little knowledge of students' interests or cultural heritage.	SLP displays the knowledge of students' interests or cultural heritage for groups of students.	SLP displays knowledge of interests or cultural heritage for groups of students and recognizes the value of this knowledge.	SLP displays knowledge of students' interests or cultural heritage and recognizes the potential impact of that knowledge on therapy instruction.
Component 1c		Selecting IEP/Intervention Goals and Objectives		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Value for Curriculum	Goals are not valuable and represent low expectations for conceptual understanding by students. Expectations do not reflect important learning and do not relate to curriculum frameworks and standards.	Goals are moderately valuable in their expectations for conceptual understanding by students. Expectations reflect important learning and relate somewhat to curriculum frameworks and standards.	Goals are valuable in their level of expectations of conceptual understanding. Expectations reflect important learning and relate to curriculum frameworks and standards.	Not only are the goals valuable, but the SLP can also clearly articulate how goals establish high expectations and relate to curriculum frameworks and standards.
Clarity	Goals are either not clear or are stated as activities. Goals do not permit valid methods of assessments.	Goals are moderately clear or include a combination of goals and activities. Some goals do not permit valid methods of assessment.	Most of the goals are clear. Most permit valid methods of assessment.	All the goals are clear, written in the form of student learning needs of individual students.
Suitability for Diverse Students	Goals are not suitable for student.	Most of the goals are suitable for the student.	All of the goals are suitable for each student.	Goals take into account the varying learning needs of individual students.
Balance	Goals reflect only one type of learning and one discipline.	Goals reflect several types of learning but no effort at coordination or integration.	Goals reflect different types of learning styles and opportunities for carry over and integration.	Goals include opportunities for student to apply in a wide variety of environments.

Lakota Local Schools
Speech-Language Pathologist Evaluation Rubric

Component 1d		Demonstrating Knowledge of Resources		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Resources for Therapy and Intervention	SLP is unaware of resources available through the school or district.	SLP displays limited awareness of resources available through the school or district.	SLP is fully aware of resources available through the school or district.	In addition to being aware of school and district resources SLP actively seeks out other materials to enhance instruction, for example, from professional organizations or through the community.
Resources for Students	SLP is unaware of resources available to assist students who need them.	SLP displays limited awareness of resources available through the school or district.	SLP is fully aware of resources available through the school and district. SLP knows how to gain access for students.	In addition to being aware of school resources, SLP is aware of additional resources available through the community.
Component 1e		Designing Coherent Therapy and Instruction		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Therapy and Learning Activities	Activities are not suitable to students or goals. They do not follow an organized progression.	Most of the learning activities are suitable to students or goals. Progression of activities is uneven.	Learning activities are suitable to students and goals. Progression of activities is fairly even.	Learning activities are highly relevant to student and goals. They progress coherently.
Instructional Materials and Resources	Materials and resources do not support the goals or engage students in meaningful learning.	Some of the materials and resources support the goals, and some engage students in meaningful learning.	All materials and resources support the goals and most engage students in meaningful learning.	All materials and resources support the goals.
Lesson and Therapy Structure	The lesson/activity has no clearly defined structure, or the structure is chaotic. Time allocations are unreasonable.	The lesson/activity has a recognizable structure although the structure is not uniformly maintained throughout. Most time allocations are reasonable.	The lesson or activity has a clearly defined structure that activities are organized around. Time allocations are reasonable.	The lesson or activity is clear and allows for different structures, activities and time allocations according to student needs.

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Component 1f		Assessing Student Learning		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Congruence With Therapy/Intervention Goals	Content and methods of assessment lack congruence with goals.	Some of the goals are assessed through the proposed approach, but many are not.	All the goals are nominally assessed through the proposed plan, but the approach is more suitable to some goals than others.	The proposed approach to assessment is completely congruent with goals both in content and process.
Criteria and Goals	The proposed approach contains no clear criteria or goal.	Assessment criteria and goals have been developed but they are not clear or have not been clearly communicated to the student.	Assessment criteria and goals are clear and have been communicated clearly to students.	Assessment criteria and goals are clear and have been clearly communicated to students. SLP collaborates with students and his/her teacher to develop criteria as part of the lesson.
Use for Planning	The assessment results affect planning for these students only minimally.	SLP uses assessment results to plan for the student or group as a whole.	SLP uses assessment results to plan for individuals or groups of students.	Students are aware of how they are meeting the established goals. Students are also aware of how they collaborate in planning the next steps following assessment.
Component 2a		Creating an Environment of Respect and Rapport		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
SLP Interaction with Students	SLP interactions with at least some students is demeaning or inappropriate to the age or the culture of the student. Students exhibit disrespect for the SLP.	SLP student interactions are generally appropriate but may reflect occasional favoritism or disregard for students or cultures. Students exhibit minimal respect for the SLP.	SLP student interactions demonstrate general caring and respect. Students exhibit respect for the SLP.	SLP demonstrates appropriate caring and respect for the students. Students exhibit respect for the SLP as an individual.
Expectations	Standards of conduct have been neither established nor communicated to students.	Standards of conduct have been established and most students follow them.	Standards of conduct are followed by students.	Standards of conduct are followed by students and have been developed with student participation.
Monitoring of Student Behavior	SLP is unaware of student behavior.	SLP is generally aware of student behavior but may miss the activities of some students.	SLP is aware of student behavior during class and/or therapy time.	Monitoring by SLP is subtle and preventive.
Response to Student Behavior	SLP does not respond to student behavior, or the response is inconsistent or inappropriate.	SLP attempts to respond to student behavior but with uneven results.	SLP's response to behavior is appropriate and successful and respects the student.	SLP response to behavior is highly effective and entirely appropriate.

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Component 2b				
Element	Establishing a Culture for Learning			
	Unsatisfactory	Basic	Proficient	Noteworthy
Importance of the Content	SLP or students convey a negative attitude toward the content suggesting that the content is not important or is mandated by others.	SLP communicates importance of work but with little connection and only minimal apparent buy-in by the students.	SLP conveys enthusiasm for the content, and students demonstrate consistent commitment to its value.	Students demonstrate through their active participation, curiosity and attention to detail that they value the content.
Student Pride in Work	Students demonstrate little or no pride in their work. They seem to be motivated by the desire to complete the task rather than do high quality work.	SLP encourages students to accept the responsibility to "do good work" but students invest little of their energy in the quality of the work.	SLP insists on work of high quality, and students demonstrate pride in that work.	Students take obvious pride in their work and initiate improvements in it, for example by monitoring and repairing their own dysfluencies or phonological errors on their own initiative.
Expectations for Learning and Achievement	Activities, interactions and the therapy environment convey modest expectations for student achievement.	Activities, interactions, and the therapy environment convey inconsistent expectations for student achievement.	Activities, interactions and the therapy environment convey high expectations for the student achievement.	Both students and the SLP contribute to activities, interactions and the therapy environment to convey high expectations for student achievement.
Component 2c				
Element	Managing the Therapy Environment			
	Unsatisfactory	Basic	Proficient	Noteworthy
Management of Indirect Instruction	Students not directly working with the SLP are not productively engaged in learning.	Tasks for students not working directly with the SLP are partially organized, resulting in some off-task behavior when the SLP is involved with other students.	Tasks for students not working directly with the SLP are organized and monitored so that most students are engaged at most times.	Student not working directly with the SLP are productively engaged and assume responsibility for productivity with minimal monitoring by the SLP.
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 contribute to the achievement of IEP goals and students assume 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 contribute to the achievement of IEP goals and student assume some responsibility for efficient operation.

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Component 2c: Con't		Managing the Therapy Environment		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Performance of Non-Instructional Duties	Considerable time is lost 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 _____.	Systems for performing non-instructional duties are well established and contribute to efficient operation.
Supervision of Volunteers and Paraprofessionals (if applicable)	Volunteers and paraprofessionals have no clearly defined duties or nothing to do most of the time.	Volunteers and paraprofessionals are productively engaged.	Volunteers and paraprofessionals are productively and independently engaged.	Volunteers and paraprofessionals make a supportive contribution.
Management of Instructional Tools	SLP uses instructional tools, such as hearing aids, FM systems and assistive devices, poorly or learning is not accessible to some students.	SLP uses instructional tools, such as hearing aids, FM Systems and assistive devices, adequately, and at least essential learning is accessible to all students.	SLP uses instructional tools such as hearing aides, FM systems and assistive devices skillfully to assure that learning is equally accessible to students.	Both SLP and students use instructional tools such as hearing aides, FM Systems and assistive devices to assure that all learning is equal.
Component 3a		Communicating Clearly and Accurately		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Directions and Procedures	SLP directions and procedures are incomplete or inaccurate.	SLP directions and procedures are excessively detailed.	SLP directions are clear and contain an appropriate level of detail.	SLP directions and procedures are clear to students and SLP verifies student understanding.
Oral and Written Language	SLP'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.	SLP's spoken language is audible, and written language is legible.	SLP's spoken and written language is clear and correct. Vocabulary is appropriate to students' age and interest.	SLP's questions are of uniformly high quality. With adequate time for students to respond.

Component 3b		Using Questioning and Discussion Techniques			
Element	Unsatisfactory	Basic	Proficient	Noteworthy	
Quality of Questions	SLP's questions are of poor quality; impertinent, irrelevant to content, confined inappropriately to lower levels of thinking skills.	SLP questions are of low and high quality.	Most of SLP's questions are of appropriately high quality. Adequate time is provided for students to respond.	SLP's questions are of uniformly high quality, with adequate time for students to respond.	
Discussion Techniques	Interaction between SLP and students is predominately recitation style, with mediating all questions and answers.	SLP makes some attempt to engage students in discussion, sometimes unable to maintain focus on content.	SLP engages students in classroom discussion, maintaining focus on content and/or therapy room.	Classroom and/or therapy room discussion is student directed with appropriate SLP coordination.	
Student Participation	SLP does not attempt to engage students.	SLP attempts to engage students who are not participating.	SLP successfully engages students in the discussion.	SLP engineers discussion of content among students.	
Component 3c		Engaging Students in Learning			
Element	Unsatisfactory	Basic	Proficient	Noteworthy	
Representation of Content	Representation of content is inappropriate and unclear or uses poor examples or 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 student's knowledge and experience. Students contribute to representation of content.	
Activities and Assignments	Activities and assignments are inappropriate for students in terms of their age and backgrounds	Some activities and assignments are appropriate to students and engage them, others do not.	Most activities and assignments are appropriate to students. Almost all students are engaged in them.	All students are engaged in the activities in their exploration of content.	
Grouping of Students	Instructional groups are inappropriate to the students or IEP goals.	Instructional groups are only partially appropriate to the students and moderately successful in advancing the IEP goals.	Instructional goals are productive and appropriate to the students and/or to the IEP goals.	Instructional groups are productive and appropriate to the IEP goals.	
Instructional Materials and Resources	Instructional materials and resources are unsuitable to the goals or do not engage the student.	Instructional materials and resources are partially suitable to the IEP goals or students' level of engagement.	Instructional materials and resources are suitable to the IEP goals and engage the students.	Instructional materials and resources are suitable to the IEP goals and engage students. Students initiate choice, adaptation, or design of materials to enhance their own purposes.	
Structure and Planning	The execution of the lesson follows no clearly defined structure, or the pacing of the lesson is too slow or too fast.	The execution of the lesson follows a recognizable structure not uniformly maintained throughout the lesson. Pacing of the lesson is ineffective.	The execution of the lesson follows a clearly defined structure around which the activities are organized. Pacing of the lesson is effective.	The execution of the lesson follows a highly coherent structure, allowing for reflection and closure as appropriate. Pacing of the lesson is appropriate for all students.	

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Component 3d		Providing Feedback to Students			
Element	Unsatisfactory	Basic	Proficient	Noteworthy	
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 is inconsistent in quality; some elements of high quality are present; others are not.	Feedback is consistently provided in a timely manner.	Feedback is consistently provided in a timely manner. Provision is made for timely student use of the feedback in their learning.	
Flexibility	SLP adheres rigidly to an instructional plan, even when a change will clearly improve the lesson.	SLP adjusts the lesson with difficulty.	SLP adjusts the lesson.	SLP successfully adjusts the lesson, and the adjustment occurs.	
Response to Students	SLP ignores or brushes aside students' questions or interests.	SLP attempts to incorporate students' questions or interests in the lesson.	SLP successfully incorporates students' questions or interests in the lesson.	SLP appropriately seizes opportunities to enhance learning, building on events in the lives of the students.	
Persistence	When a student has difficulty learning the SLP fails to vary instructional strategies.	For success of any student with difficulty learning, the SLP offers a few instructional strategies.	For students with difficulty learning, the SLP varies instructional strategies.	For students with difficulty learning, the SLP varies instructional strategies and seeks additional resources from the school.	

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Component 4a		Reflecting on Therapy		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Accuracy	SLP does not know if a lesson was effective or achieved its goals, or profoundly misjudges the success of the lesson.	SLP has a generally accurate impression of a lesson's effectiveness and the extent to which IEP goals were met.	SLP 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 judgment.	SLP 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 Therapy	SLP has no suggestions for how a lesson may be improved another time.	SLP makes general suggestions about how a lesson may be improved.	SLP makes a few specific suggestions of what might be tried another time.	SLP offers specific alternative actions, complete with speculation of success of each alternative.
Component 4b		Maintaining Accurate Records		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Student Completion of Assignments	SLP system for maintaining information on student completion of assignments is in disarray.	SLP system for maintaining information on student completion of assignments is only partially effective.	SLP system for maintaining information on student completion of assignments is effective.	SLP system for maintaining information on student completion of assignments is effective. Students participate in the maintenance of personal assignment records.
Student Progress in Learning	SLP has no system for maintaining information on student progress in learning, or the system is in disarray.	SLP system for maintaining information on student progress in learning is only partially effective.	SLP system for maintaining information on student progress in learning is effective.	SLP system for maintaining information on student progress in learning is effective. Students contribute information.
Component 4c		Communicating to Families		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Information About the Classroom Instructional Program	SLP provides little information about the therapy program to families.	SLP provides basic information in the school's conferences for parents but offers little additional communication.	SLP provides comprehensive information about the therapy program to parents as appropriate.	SLP provides comprehensive information about the therapy program to parents as appropriate. SLP updates information in response to students' and parents' questions and concerns.
Information About Individual Students	SLP provides minimal information to parents or does not respond to parent concerns about students.	SLP adheres to the school's required procedures for communicating to parents. Responses to parent concerns are minimal.	SLP communicates with parents about students' progress on a regular basis and is available to respond to parent concerns during the school day.	SLP provides information to parents on both positive and negative aspects of student progress. Response to parent concerns is handled diplomatically.

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Component 4d		Contributing to School and District			
Element	Unsatisfactory	Basic	Proficient	Noteworthy	
Relationships with Colleagues	SLP relationships with colleagues are negative or self-serving.	SLP 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. SLP is perceived as a leader by faculty members.	
Participation in School and District Projects	SLP avoids becoming involved in school or district projects.	SLP participates in a school or a district project when specifically asked.	SLP selects participation in a school or district project.	SLP selects participation in a school or a district project, making a substantial contribution.	
Component 4e		Growing and Developing Professionally			
Element	Unsatisfactory	Basic	Proficient	Noteworthy	
Enhancement of Content Knowledge and Pedagogical Skill	SLP engages in no professional development activities to enhance knowledge or skill.	SLP participates in minimum professional activities required to maintain certificate or licensure.	SLP participates in professional activities to enhance content knowledge and pedagogical skill beyond those required to maintain certificate or licensure.	SLP provides professional development to colleagues in content or pedagogical skills.	
Advocacy	SLP denies some students a fair opportunity to succeed.	SLP does not knowingly deny students a fair opportunity to succeed.	SLP seeks to ensure that all students receive a fair opportunity to succeed.	SLP makes a particular effort to challenge negative attitudes and helps ensure that all students receive a fair opportunity to succeed, particularly those students traditionally underserved.	
Decision Making	SLP makes instructional decisions based on self-serving interests.	SLP instructional decisions are based upon limited professional considerations.	SLP participates in team or departmental decision making.	SLP takes a role in team or SLP departmental decision making that ensures such decisions are based upon professional standards.	

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Component 1a				
Demonstrating Knowledge of Teaching Health and Wellness				
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Knowledge of Health and Wellness	Nurse makes content errors or does not correct student misconceptions related to health and wellness.	Nurse displays some knowledge of health/wellness, but cannot articulate the connection with student health needs.	Nurse displays knowledge of health/wellness and makes connections between content and student health needs.	Nurse displays extensive knowledge of health/wellness and evidence of continuing pursuit of such knowledge.
Knowledge of Prerequisite Relationships	Nurse displays little understanding of prerequisite knowledge important for student learning.	Nurse indicates some awareness of prerequisite learning, although such knowledge may be incomplete or inaccurate.	Nurse's plans and practices reflect understanding of prerequisite relationships among topics and concepts related to health/wellness.	Nurse activity builds on knowledge of prerequisite relationships when describing instruction or seeking causes of student misunderstanding.
Knowledge of Health Related Teaching	Nurse displays little understanding of the teaching process involved in student learning.	Nurse displays basic knowledge of the teaching process but does not anticipate common student misconceptions about health/wellness.	Nurse displays best teaching practice within the discipline and anticipates common student misconceptions about health/wellness.	Nurse continues to search for ways to improve the quality of teaching health/wellness.
Component 1b				
Demonstrating Knowledge of Students				
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Knowledge of Developmental Characteristics of Age Group	Nurse displays minimal knowledge of developmental characteristics of age group.	Nurse displays generally accurate knowledge of typical developmental characteristics of age group.	Nurse displays thorough understanding of typical developmental characteristics of age group.	Nurse displays thorough understanding of typical developmental characteristics of age group as well as exceptions to general patterns.
Knowledge of health Characteristics of Age Group	Nurse displays minimal knowledge of typical health/wellness issues of age group.	Nurse displays generally accurate knowledge of typical health/wellness issues of age group.	Nurse displays thorough understanding of typical health/wellness issues of age group.	Nurse displays thorough understanding of typical health/wellness issues of age group, as well as exceptions to general patterns, and uses this knowledge for health promotion activities.
Knowledge of Student's Varied Learning Styles	Nurse is unfamiliar with the different approaches to learning that students exhibit, such as learning styles, modalities and different "intelligences".	Nurse displays general understanding of the different approaches to learning that the students exhibit.	Nurse displays solid understanding of the different approaches to learning that students exhibit.	Nurse uses, where appropriate, knowledge of students' varied approaches to learning in instructional planning.

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Component 1b, Con't.		Demonstrating Knowledge of Students, Con't.		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Knowledge of Students' Skills and Knowledge	Nurse displays little knowledge of students' skills and knowledge.	Nurse displays knowledge of students' skills and knowledge.	Nurse displays knowledge of students' skills and knowledge for groups of students.	Nurse displays knowledge of students' skills and knowledge for each student including those with special needs.
Knowledge of Students' Interest and Cultural Heritage	Nurse displays little knowledge of students' interests or cultural heritage.	Nurse displays the knowledge of students' interests or cultural heritage for individual or groups of students.	Nurse displays knowledge of interests or cultural heritage for individual/groups of students and recognizes the value of this knowledge.	Nurse displays knowledge of students' interests or cultural heritage and recognizes their potential impact on student health behaviors.
Component 1c		Demonstrating Knowledge of Resources		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Resources for Nursing	Nurse is unaware of resources available through the school or district.	Nurse displays limited awareness of resources available through the school or district.	Nurse is fully aware of resources available through the school or district and uses them appropriately.	In addition to being aware of and using school and district resources, nurse actively seeks out other materials to enhance knowledge such as professional organizations, community resources, or the internet.
Resources for Student Learning	Nurse is unaware of resources available to assist students who need them.	Nurse displays limited awareness of resources available through the school or district.	Nurse is fully aware of resources available through the school or district and can assist students in accessing these resources.	In addition to being aware of school and district resources, nurse is aware of additional resources available in the community from health related organizations and the internet.
Resources for Teachers	Nurse is unaware of health resources available to enhance classroom instruction.	Nurse displays limited awareness of health resources to enhance classroom instruction.	Nurse is fully aware of health resources available to enhance classroom instruction and shares this information with teachers.	Nurse researches additional resources and their value to classroom instruction and seeks opportunities to share this information with teachers.
Resources for Health Assessment	Nurse uses limited resources when assessing student health status.	Nurse uses some resources when assessing student health status.	Nurse reviews health and academic records, consults with counselor, teachers, and parents when assessing student health status.	Nurse reviews health and academic records, consults with parents, appropriate district staff and/or outside agencies, when assessing student health status and initiates parent meetings when indicated.

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Component 2a		Creating an Environment of Respect and Rapport		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Interaction With Students	Nurse interaction with at least some students is demeaning or inappropriate to the age or the culture of the student. Students consistently exhibit disrespect for nurse.	Nurse-student interactions are generally appropriate but may reflect occasional disregard for students or cultures. Students exhibit minimal respect for nurse.	Nurse-student interactions demonstrate general caring and respect. Maintains attitude of fairness and consistency. Students exhibit respect for nurse.	Nurse demonstrates appropriate caring and respect for all students. Nurse uses supportive and positive statements. Students exhibit respect for nurse as professional and as an individual.
Response to Student Behavior	Nurse does not respond to student behavior, or the response is inconsistent or inappropriate.	Nurse attempts to respond to student behavior, but with uneven results.	Nurse response to behavior is appropriate and successful, and respects the student.	Nurse response to behavior is highly effective and entirely appropriate.
Component 2b		Establishing a Safe Environment		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Maintenance of Clean/Organized Clinic	Clinic is dirty, cluttered and disorganized. Furniture arrangements do not accommodate student activity and special equipment.	Clinic is clean and furniture is adjusted for student needs but with little effectiveness.	Clinic is clean, the furniture arrangement contributes to health promotion and the flow of student visits that are ill/injured/disabled.	Clinic is clean and nurse adjusts furniture to accommodate increased clinic traffic and disabled student needs and encourages students to adjust furniture to support health care needs.
Safety Issues	Safety issues are not addressed, not aware of crisis plan.	Sometimes shares observations of safety concerns, is aware of crisis plan.	Consistently reports and provides information as needed when observes safety concerns, is a member of crisis team.	Identifies potential safety concerns and seeks ways to address them. Actively participates in development of crisis plan and dissemination of information.
Environment	Fails to establish and/or maintain a healthy school environment.	Sometimes provides information to student, staff, parents about health management to prevent illness or communicable disease.	Consistently provides necessary information when asked about health management to prevent illness or communicable disease.	Seeks out opportunities to provide information on prevention of communicable disease.

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Component 2c		Managing the Clinic			
Element	Unsatisfactory	Basic	Proficient	Noteworthy	
Daily Clinic Activities	Cannot prioritize student needs and clinic environment is chaotic.	Sometimes prioritizes student needs and clinic environment is occasionally chaotic.	Consistently prioritizes student needs while maintaining a controlled environment.	Consistently prioritizes student needs and plans for appropriate follow-up while maintaining a controlled environment.	
Management of Materials and Supplies	Materials, budget and supplies are managed inefficiently, resulting in loss of clinic time.	Routines for managing materials, budget and supplies function moderately well.	Routines for managing materials, budget, and supplies occur smoothly with little loss of clinic work time.	Routines for managing materials, budget, and supplies are seamless resulting in efficient operation of clinic.	
Supervision of Clinic Aides and Paraprofessionals (PP)	School Nurse does not provide guidelines that clearly define responsibilities and does not communicate to verify understanding and monitor activities.	School Nurse sometimes provides guidelines that clearly define responsibilities and occasionally communicates to verify understanding and monitor activities.	School Nurse usually provides guidelines that clearly define responsibilities and frequently communicates to verify understanding and monitor activities.	School Nurse always provides guidelines that clearly define responsibilities and consistently communicates to verify understanding and monitor activities. Seeks opportunities for clinic aide or PP to improve performance.	
Component 3a		Providing Instruction to Students and Staff			
Element	Unsatisfactory	Basic	Proficient	Noteworthy	
Impromptu Teaching Opportunities	Nurse does not take the opportunity to provide impromptu health teaching in the clinic.	Nurse occasionally takes the opportunity to provide impromptu health teaching in the clinic.	Nurse usually takes the opportunity to provide impromptu health teaching in the clinic.	Nurse takes the opportunity to provide impromptu health teaching in the clinic and follows up with students to assess the impact of that teaching on student behavior/knowledge.	
In-service Programs	Nurse does not provide in-service programs for school personnel.	Nurse provides in-service programs for school personnel for blood borne pathogens.	Nurse provides in-service programs for school personnel at their request on a variety of relevant subjects.	Nurse seeks out opportunities to provide relevant in-service programs and offers them to school personnel on a regular basis.	
Delegation	Nurse does not provide required training to personnel before delegating health care procedures.	Nurse usually provides and documents required training to personnel before delegating health care procedures.	Nurse always provides and documents required training to personnel before delegating health care procedures.	Nurse provides and documents required training and offers additional training to interested personnel.	

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Component 3b		Providing Support to Students and Staff		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Providing Student Support	Does not share health assessment information appropriately to meet student needs.	Usually shares health assessment information appropriately to meet student needs.	Consistently shares health assessment information appropriately to meet student needs.	Uses health assessment information to set goals to maximize student success.
Collaboration	Does not take advantage of opportunities to participate in the collaborative process.	Usually takes advantage of opportunities to participate in the collaborative process.	Consistently takes advantage of opportunities to participate in the collaborative process.	Initiates opportunities for participation in the collaborative process.
Health Curriculum	Nurse has no knowledge of health curriculum.	Nurse has general knowledge of health curriculum for grade level of students served in the building.	Nurse has general knowledge of the health curriculum and shares appropriate resources when asked.	Nurse has a comprehensive understanding of health curriculum and seeks opportunities to share appropriate resources.
Health Counseling for Staff	Nurse is not willing to talk to staff regarding their individual health concerns.	Nurse is willing to talk to staff regarding their individual health concerns and sometimes follows up by sharing appropriate information.	Nurse is consistently willing to talk to staff regarding their individual health concerns and usually follows up by sharing appropriate information.	Nurse provides health, counseling for staff, researches their health concerns and follows up by sharing reliable, relevant information with them.
Wellness Program	Nurse has no knowledge of wellness program and does not take part in any wellness activities.	Nurse participates in some wellness activities and has a general knowledge of the wellness program.	Nurse participates in some wellness activities and may act as or assist wellness representative for the building	Nurse plays an active role in the wellness program at the district level.
Component 4a		Reflecting on Instruction/Support Services		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Accuracy	Nurse does not know if health instruction/support services were effective or achieved stated goals or profoundly misjudges the success of instruction/support services.	Nurse has a generally accurate impression of the effectiveness of health instruction/support services and the extent to which goals were met.	Nurse makes an accurate assessment of the effectiveness of health instructional/support services and the extent to which goals were achieved and can cite general references to support the judgment.	Nurse makes a thoughtful and accurate assessment of the effectiveness of health instruction/support services and the extent to which goals were achieved, citing specific examples and weighing the relative strength of each.
Use in Future Instruction and Support Services	Nurse has no suggestions for how health instruction/support services may be improved.	Nurse makes general suggestions about how health instruction/support services may be improved.	Nurse makes a few specific suggestions of what might be tried another time.	Nurse offers specific alternative actions, complete with speculation of success of each alternative.

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Component 4b				
Element	Maintaining Accurate Records			
	Unsatisfactory	Basic	Proficient	Noteworthy
Health Records	Nurse's system for maintaining student health records is in disarray or not complete or does not protect confidentiality.	Nurse's system for maintaining student health records is partially effective and is usually complete. Nurse makes efforts to protect confidentiality.	Nurse's system for maintaining student health records is effective, complete and protects confidentiality.	Nurse explores current methods of record keeping and expands upon them as needed while protecting confidentiality.
Nursing Services Statistics	Nurse does not use established systems to compile yearly nursing services statistics.	Nurse usually uses established systems to compile yearly nursing services statistics.	Nurse consistently uses established systems to compile yearly nursing services statistics.	Nurse seeks opportunities to share statistical information with other personnel, may identify areas of concern and plan remediation to address these problems.
Component 4c				
Element	Communicating to Families			
	Unsatisfactory	Basic	Proficient	Noteworthy
Information About Health and Safety	Nurse provides little information about health and safety to families.	Nurse provides basic information about health and safety to families.	Nurse provides comprehensive information about health and safety to parents.	Nurse updates health and safety information in response to student's and parents questions and concerns.
Information About Individual Students	Nurse provides inadequate information to parents or does not respond to parent concerns.	Nurse responds to parent concerns with minimal information.	Nurse responds diplomatically to parent concerns and provides adequate information.	Nurse identifies health issues and initiates parent contact to communicate both positive and negative aspects of student's health.
Component 4d				
Element	Contributing to School and District			
	Unsatisfactory	Basic	Proficient	Noteworthy
Relationship with Colleagues	Nurse's relationships with colleagues are negative or self-serving.	Nurse maintains cordial relationships with colleagues to fulfill the duties that the school or the district requires.	Support and cooperation characterize relationships with colleagues.	Support and cooperation characterize relationships with colleagues. Faculty members perceive the nurse as a leader.
Participation in School and district Projects	Nurse avoids becoming involved in school or district projects.	Nurse participates in a school or district project when specifically asked.	Nurse selects participation in a school or district project.	Nurse selects participation in a school or district project, making a substantial contribution.
Component 4e				
Element	Growing and Developing Professionally			
	Unsatisfactory	Basic	Proficient	Noteworthy
Enhancement of Content Knowledge and Skills	Nurse engages in no professional development activities to enhance knowledge or skills	Nurse participates in minimal professional development activities required to maintain licensure.	Nurse participates in professional development activities to enhance content knowledge and skills beyond those required to maintain licensure.	Nurse provides professional development to colleagues in content or skills.
Advocacy	Nurse denies some students a fair opportunity to succeed.	Nurse does not knowingly deny students a fair opportunity to succeed.	Nurse seeks to ensure that all students receive a fair opportunity to succeed.	Nurse makes a particular effort to challenge negative attitudes and helps ensure that all students receive a fair opportunity to succeed, particularly those students traditionally underserved.
Decision Making	Nurse makes decisions based on self-serving interests.	Nurse's decisions are based on limited professional considerations.	Nurse participates in team or departmental decision-making.	Nurse takes a role in team or departmental decision making that ensures such decisions are based upon professional standards.

Lakota Local Schools
Psychologist Evaluation Rubric

Component 1a		Professional Growth		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Enhancement of Knowledge and Skill	Engages in no professional development activities to enhance knowledge or skill.	Participates in minimum professional activities required to maintain certificate or licensure.	Participates in professional activities to enhance knowledge and skill beyond those required to maintain certificate or licensure.	Integrates new ideas in professional role and function and/or provides professional development to colleagues.
Component 1b		Program Planning		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Implementation of Required Policies and Procedures	Does not follow required procedures.	Follow policies and procedures as required.	Participates in planning and implementation of new programs and policies.	Takes a leadership role in developing procedures and helping others understand/follow them.
Component 1c		In-Service Activities		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Participates in In-Service Activities	Makes no attempt to define needs to assist with in-service activities.	Helps others define needs and/or assists with in-service activities.	Demonstrates ability to define need for in-service programs. Designs, implements, and evaluates in-service programs	Responds to requests and tailors programs to the unique needs of the audience using a variety of presentation strategies and materials. Uses evaluation as a basis for revision.

Lakota Local Schools
Psychologist Evaluation Rubric

Component 2a		Selection and Use of Tests and Other Assessment Methods		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Tools, Methods	Limited knowledge of available tools and/or limited training in assessment.	May need more practice with particular techniques or instructions. Assessment may be characterized by incomplete or improper analysis/interpretation.	Employs valid, reliable assessment methods, and follows published guidelines for use, analysis, and interpretation.	Show proficiency with a wide variety of tools/methods. Accesses, reviews and evaluates new tools/methods.
Suitability	Selects tests or utilizes techniques that are viewed as inappropriate for the referral concern or that do not take student differences into account (i.e., culture, race, language, disability).	Assessment strategies or techniques are adequate, but may not be current, or may have questionable value for assessing referral concerns.	Assessment strategies and techniques are appropriate for referral concerns, and are properly selected with regard to student differences (i.e., culture, race, language, disability).	Assists/trains others in selecting appropriate assessment methods that take into account individual student differences.
Component 2b		Reporting/Communicating Information		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Reporting	Written and oral interpretation characterized by persistent difficulties.	One or more of the following: vague summary of results; weak integration; overuse of technical jargon; negative tone; lack of child advocacy; inaccurate statements; age or grade score references; impractical recommendations or difficult to implement strategies.	Summarizes and interprets evaluation results and recommendations in written and oral form in an accurate and understandable manner.	Recommendations presented in a format that facilitates independent implementation by teachers and parents.
Link to Educational Needs	Results are not tied to instructional needs.	Results are loosely tied to educational needs.	Results are tied to needs.	Not only do the results identify educational needs, but they also give implications for instruction.
Use of Technology	Misuse of illegal use of technology.	Limited understanding or use of technology; needs to extend application of technology to job functions.	Understands and uses technology to support professional functions (word processing, spreadsheets, databases, email, internet, etc.).	Develops new tools or methods that take advantage of available technologies.

Lakota Local Schools
Psychologist Evaluation Rubric

Component 2c		Procedural Requirements		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Timelines	Habitually misses deadlines or falls behind in meeting required timelines.	Struggles to make deadlines or tends to fall behind periodically.	Follows all timelines for assessment and reporting as defined in policies and procedures.	Facilitates team process to help others meet required deadlines.
Adherence to Laws/Policies	Violates rules, regulations, and guidelines intentionally. Lacks a basic awareness of policy. Frequent and persistent infractions.	Misinterprets or fails to clarify ambiguous situations with supervisor. Minor and infrequent violations of policy.	Is knowledgeable of applicable regulations and guidelines, and consults with supervisor prior to taking action in ambiguous and sensitive situations.	Assumes leadership role in helping others understand and interpret laws, policies, and procedures.
Component 3a		Team Participation		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Team Participation	Does not participate or contribute. Poor listening skills.	Minimal participation. Unsubstantive contributions. Developing listening skills.	Contributes appropriately. Listens effectively. Facilitates decision making.	Helps team members to remain constructively on task. Promotes and encourages participation from others. Checks to make sure listeners understand. Helps bring about resolution to disagreements.
Component 3b		Intervention and Consultation		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Problem solving	No clear process used.	Needs more experience facilitating the process to achieve more consistent application of the components of problem solving.	Understands and uses a clear process to guide problem solving from problem identification through progress monitoring.	Assists other individual or teams in developing effective problem solving skills.
Consultation and Intervention Development	Provides infrequent or no consultation or intervention. Strategies are not practical. No follow-up.	Developing a knowledge base for intervention design and application. Needs more experience to properly identify needs or to develop practical solutions.	Consults with others to identify academic, behavioral and/or social emotional needs of students; and to develop effective interventions that address such needs.	Provides consultation beyond individual teacher/student issues to identify and address needs of groups, teams or systems. Accesses current research for application in intervention development.
Intervention Implementation	Plays no part in implementation of interventions.	Participation in intervention implementation is minimal or cursory.	Has a meaningful role in implementation of intervention plans.	Acts as a resource to teachers and parents for implementation of interventions. Provides counseling services within the scope of training and experience. Gathers meaningful data for progress monitoring.

Lakota Local Schools
Psychologist Evaluation Rubric

Component 4a		Professional Behavior		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Attendance and Punctuality	Persistently late for meetings and appointments, or an excessive pattern of absences. Requires monitoring and prompting.	Often arrives late for meetings or appointments. Frequent absences. Full utilization of other types of leave without consideration for time away from assignment.	Is usually punctual for meetings and appointments. Attendance is regular, and demonstrates reasonable use of personal and professional leave.	Is very punctual. Absences are kept at a minimum, and are communicated well in advance.
Clerical	Files missing or incomplete. Does not use proper/required forms.	Files are disorganized or not up-to-date. Paperwork shows lack of attention to neatness and detail.	Performs necessary clerical responsibilities with reasonable accuracy and neatness.	Maintains complete up-to-date files and organized records pertinent to assessment, consultation, intervention and counseling.
Dress and Appearance	Major or persistent violations noted or failure to respond to feedback regarding dress/appearance.	Minor or infrequent violations reported.	Dresses in accordance with school standards or situational demands.	Projects a professional image through appearance and dress.
Responsiveness Accessibility	Does not return phone calls or reply to requests. Is often unable to be located or reached during the work day.	Is not prompt about returning calls or replying to requests. Is sometimes difficult to locate or reach during the work day.	Follows up within a reasonable time frame on communications as requested (phone, email, etc.). Is accessible to parents and staff.	Responds promptly to communications. Practices habits that foster greater accessibility for teachers, parents, administrators.
Component 4b		Ethical Behavior		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Ethical Practices	Has no knowledge of standards. Engages in unprofessional or unethical behavior.	Inaccurately interprets standards or engages in borderline behaviors without seeking clarification from peers or supervisor.	Adheres to ethical and professional practice standards and guidelines as defined by professional organizations such as NASP, OSPA, and APA.	Advises and assists others in understanding standards and interpreting guidelines.
Confidentiality	Discloses confidential information without permission or to others without a legitimate professional interest, or in a manner inconsistent with maintenance of confidentiality.	Questionable actions without clearly violating student, teacher, or family's confidentiality.	Follows accepted professional standards for confidentiality.	Advises, informs, educates others on rules surrounding confidentiality.

Lakota Local Schools
Psychologist Evaluation Rubric

Component 4c	Interpersonal Skills			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Constructive Criticism	Withdraws from or ignores criticism. Fails to respond to performance improvement plans.	May become defensive or have difficulty with objectivity. Follow through on improvement plans may be inconsistent or incomplete.	Accepts change and constructive criticism in a professional manner.	Objectively considers advice and criticism before planning activities. Takes immediate action to implement plans for improvement.
Communication Skills	Lacks skills necessary to clearly convey messages or to engage in collaboration. Communication style may be argumentative or marked by sarcasm, cynicism, or personal attacks.	Needs to recognize the influence of personal issues in problem solving and maintain professional distance. Needs to emphasize positive aspects of a case rather than focus on deficits or negative elements.	Communicates in a manner that promotes collaboration and positive relationships with administration, faculty, parents and others.	Is regarded as an effective communicator. Is able to mediate conflicts.

Lakota Local Schools
Guidance Counselor Evaluation Rubric

Component 1a		Demonstrating Knowledge of Students		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Assists Students in Proper Placement	Counselor does not assist students given consideration to their abilities, needs, and	Counselor marginally assists students given considerations to their abilities, needs, and interests.	Counselor assists students given consideration to their abilities, needs, and interests	Consistently assists students given consideration to their abilities, needs, interests, and opinions (as appropriate).
Assesses Student Needs	Counselor does not identify needs of students (educational, health, vocational, career, emotional needs)	Counselor demonstrates little understanding in identifying needs of students (educational, health, vocational, career emotional needs).	Counselor demonstrates appropriate understanding in identifying needs of students (educational, health, vocational, career, emotional needs).	Counselor takes leadership role in identifying needs of students (educational, health, vocational, career, emotional needs). If appropriate, students are involved in this process.
Accommodates Students Needs	Counselor gathers no information to accommodate student needs.	Counselor gathers little information to accommodate student needs.	Counselor gathers meaningful information to accommodate student needs	Counselor proactively seeks information to accommodate student needs by including the student (as appropriate)
Component 1b		Selecting Counseling Goals		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Select goals based on Student Need	Counselor does not base goals on student need	Counselor occasionally bases goals on student need.	Counselor bases goals on student need.	Counselor always bases goals on student need and student input (as appropriate)
Designs Guidance Services	Counselor does not work within existing framework of guidance services.	Counselor works within existing framework of guidance services	Counselor assists in program development and evaluation of guidance services.	Counselor continues to improve and expand guidance services by developing new programs based on student need.
Implements Guidance Services	Counselor poorly implements guidance services.	Counselor marginally implements appropriate guidance services.	Counselor implements appropriate guidance services.	Counselor extensively implements appropriate guidance services based on student need.
Component 1c		Demonstrating Knowledge of Resources and Guidance Services		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Works Collaboratively with Staff to Meet Student Needs	Counselor does not communicate with staff members to meet student needs.	Counselor occasionally communicates with staff members to meet student needs.	Counselor communicates with staff members to meet student needs.	Counselor actively communicates with staff members to meet student needs.
Works Collaboratively with Community Resources	Counselor does not utilize community resources.	Counselor uses limited community resources.	Counselor effectively uses community resources.	Counselor consistently uses community resources as appropriate for individual student needs.

**Lakota Local Schools
Guidance Counselor Evaluation Rubric**

Component 2a		Creating an Environment of Respect and Rapport			
Element	Unsatisfactory	Basic	Proficient	Noteworthy	
Available for Students	Counselor is not available for students.	Counselor is available for students.	Counselor establishes an open and welcoming environment for students.	Counselor proactively establishes an open and welcoming environment for students in which they communicate their needs (as appropriate).	
Available for Staff	Counselor is not available for staff.	Counselor is available for staff.	Counselor establishes an open and trusting environment for staff.	Counselors proactively established an open and trusting environment for staff in which they communicate their needs (as appropriate).	
Available for Community Members and/or Parents	Counselor is not available for community members and/or parents.	Counselor is available for community members and/or parents.	Counselor establishes an open and welcoming environment for community members and/or parents.	Counselor share community resources with community members and/or parents in which they communicate their needs (as appropriate).	
Component 2b		Establishing a Culture for Learning			
Element	Unsatisfactory	Basic	Proficient	Noteworthy	
Establishes and Maintains a Positive Learning Environment	Counselor does not establish or maintain an environment in which students learn.	Counselor establishes and maintains an environment in which most students can learn.	Counselor adjusts environment to foster all student learning.	Counselor works with students to determine needs (as appropriate). Counselor adjusts environment to foster student learning.	
Collaborates with Staff to Establish Learning Environment	Counselor does not work with staff members to establish or maintain an environment in which students learn.	Counselor works with staff members to establish and maintain an environment in which most students can learn.	Counselor works with staff members to adjust environment to foster all student learning.	Counselor actively seeks out staff members to work with them in order to adjust environment to foster student learning.	
Serves as a Positive role Model for School Community	Counselor is unaware and does not model appropriate interpersonal relationships within school community.	Counselor attempts to model appropriate interpersonal relationships within school community.	Counselor models appropriate interpersonal relationships within school community.	Counselor models appropriate interpersonal relationships within school community. Counselor works in partnership with students to develop their interpersonal skills.	
Component 2c		Managing Student Transition			
Element	Unsatisfactory	Basic	Proficient	Noteworthy	
Communicates with Students Regarding Transition	Counselors directions and procedures regarding transition are inadequate.	Counselors directions and procedures regarding transition are adequate.	Counselors directions and procedures regarding transition are clear and appropriate, complete and accurate.	Counselors directions and procedures regarding transitions are appropriate and clear to students, and counselor includes students in creating transitional plans as appropriate.	

Lakota Local Schools
Guidance Counselor Evaluation Rubric

Component 2c, Con't		Managing Student Transition, Con't		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Communicates with Staff Regarding Student Transition	Counselors directions and procedures regarding transition are inadequate.	Counselors directions and procedures regarding transition are adequate.	Counselors directions and procedures regarding transition are clear and appropriate, complete and accurate.	Counselors directions and procedures regarding transitions are appropriate and clear to staff members.
Communicates With Parents/Guardians Regarding Student Transition	Counselors directions and procedures regarding transition are inadequate.	Counselors directions and procedures regarding transition are adequate.	Counselors directions and procedures regarding transition are clear and appropriate, complete and accurate.	Counselors directions and procedures regarding transitions are appropriate and clear to parents and counselor includes parents in creating transitional plans as appropriate.
Component 3a		Engages Students, Staff, and Parents in Guidance Services		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Informs Students of Available Guidance Services	Counselor is unavailable to students.	Counselor is available to students.	Counselor actively promotes guidance services.	Counselor collaboratively works with students to improve guidance services.
Informs Staff of Available Guidance Services	Counselor does not inform faculty of available guidance services.	Counselor informs faculty of available guidance services.	Counselor actively informs staff members of guidance services.	Counselor collaboratively works with staff to improve guidance services as needed.
Informs Parents of available Guidance Services	Counselor does not inform parents of available guidance services.	Counselor informs parents of available guidance services.	Counselor actively informs parents of guidance services.	Counselor collaboratively works with parents to improve guidance services as needed.
Component 3b		Offers Programs to Enhance Student Growth		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Offers Programs to Students to Enhance their Educational Growth	Counselor does not participate in programs to enhance student academic growth.	Counselor does participate in programs to enhance student academic growth.	Counselor participates and promotes programs to enhance student academic growth.	Counselor participates promotes, develops, and implements programs to enhance student academic growth as appropriate.
Offers programs to Students to Enhance their Personal Development	Counselor does not participate in programs to enhance student personal development.	Counselor does participate in programs to enhance student personal development.	Counselor participates and promotes programs to enhance student personal development.	Counselor participates, promotes, develops, and implements programs to enhance student personal development.

**Lakota Local Schools
Guidance Counselor Evaluation Rubric**

Component 3c		Assists in Testing, Planning and Procedures		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Assists in Test Planning and Administration	Counselor is not a participant in test planning as appropriate.	Counselor is available to assist in test planning as appropriate.	Counselor assists in test planning as appropriate.	Counselor collaboratively develops test plan as appropriate.
Communicates Test Information to Staff Members	Counselor does not communicate test information to staff members as appropriate.	Counselor has test information available to staff members as appropriate.	Counselor communicates test information to staff members as appropriate.	Counselor thoroughly communicates test information in a timely manner to staff members as appropriate.
Explains Test Results to Students, Staff, and Parents	Counselor does not communicate test results to students, staff, and parents as appropriate.	Counselor does communicate test results to students, staff and parents as appropriate.	Counselor interprets and explains test results to students, staff and parents as appropriate.	Counselor interprets and explains test results to students, staff and parents as appropriate. Counselor collaboratively works with students, staff, and parents to develop academic plans based on test results.
Component 4a		Reflecting on Guidance Services		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Reflects on Effectives of Guidance Services	Counselor does not reflect on effectiveness of guidance services.	Counselor reflects on effectiveness of guidance services.	Counselor reflects on effectiveness to improve guidance services.	Counselor actively pursues feedback from students, staff, and parents in order to improve guidance services.
Uses for the Future	Counselor has no suggestions for how to improve guidance services.	Counselor has general suggestions on how to improve guidance services.	Counselor has specific suggestions on how to improve guidance services.	Counselors work collaboratively with students, staff, and parents to create a plan to improve guidance services.
Component 4b		Maintaining Accurate Records		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Accuracy	Counselor does not maintain accurate records as appropriate.	Counselor maintains accurate records as appropriate.	Counselors has detailed, accurate records as appropriate.	Counselor has detailed, accurate, and comprehensive records that are well organized and functional as appropriate.
Timeliness	Current records are not maintained.	Counselor meets deadlines when producing records when needed.	Counselor maintains current records when needed.	Counselor keeps records well-organized and current in a timely fashion when needed.

Lakota Local Schools
Guidance Counselor Evaluation Rubric

Component 4c Element	Contributes Leadership to School and District			
	Unsatisfactory	Basic	Proficient	Noteworthy
Advises Administrators and Staff on Matters Relating to Student Well-being	Counselor does not advise administrators and staff on matters relating to student well-being.	Counselor informs administrators and staff on matters relating to student well-being.	Counselor proactively communicates with administrators and staff on matters relating to student well-being	Counselors advocate for student well-being when communicating with administrators and staff.
Attends Meetings (IAT, IEP, District Faculty, Parent Team/Grade Level, etc.)	Counselor does not attend meetings.	Counselor does attend meetings.	Counselor attends meetings and is actively involved.	Counselor attends meetings making substantial contributions.
Maintains Professional Relationships with Colleagues	Counselor does not maintain positive, working relationships with colleagues.	Counselor maintains professional relationships with colleagues.	Counselor maintains positive, professional relationships with colleagues.	Counselor promotes positive, professional relationships with colleagues in order to create an exemplary working environment.
Professional Growth	Counselor does not work to grow professionally.	Counselor makes minimal attempts to grow professionally.	Counselor actively pursues opportunities for professional growth.	Counselor develops personal plans for professional growth in order to improve counseling skills.

Lakota Local Schools
Media Specialist Evaluation Rubric

Component 1a		Participating in Curriculum Development and Support		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Serve on curriculum Committees	Media Specialist chooses not to serve on any committees.	Media Specialist serves with reluctance when specifically asked to serve on any committees.	Media Specialist serves on committees when asked.	Media Specialist seeks participation and makes significant contributions in committees in order to advance the effectiveness of the media center.
Consultation with Teachers Regarding Curriculum Support Purchases	Media Specialist does not consult with teachers.	Media Specialist only consults with teachers when requested to do so.	Media Specialist seeks out teacher consultations.	Media Specialist encourages teacher suggestions and informs them of resulting purchases.
Provide Curriculum Access to Staff & Community	Media Specialist does not provide curriculum access to staff and community.	Media Specialist provides curriculum access to staff and community when requested to do so.	Media Specialist initiates access to curriculum with staff and community.	Media Specialist initiates access to curriculum with staff and community on an ongoing basis.
Component 1b		Collaborating with Teachers		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Supports Teachers in Instructional Units	Media Specialist does not support teachers in instructional units.	Media Specialist supports teachers in instructional units when asked.	Media Specialist approaches teachers with ways the media center can support instructional units.	Media Specialist approaches teachers and works with them to support instructional units.
Identification of Resources	Media Specialist does not identify resources for teachers.	Media Specialist identifies resources adequately, and at least essential resources are shared with teachers.	Media Specialist recommends available timely resources to teachers.	Media Specialist recommends resources and identifies possible classroom uses.
Component 1c		Providing Leadership in Instructional Resources		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Dissemination of New Educational Materials	Media Specialist does not disseminate new educational materials.	Media Specialist disseminates new educational materials.	Media Specialist disseminates new educational materials continually as materials become available.	Media Specialist anticipates the need for new educational materials and disseminates them to interested individuals and departments.
Promotes the Critical Role of Information Retrieval in the Future of Education	Media Specialist discourages the critical role of information retrieval in the future of education.	Media Specialist recognizes the critical role of information retrieval in the future of education.	Media Specialist promotes the critical role of information retrieval in the future of education.	Media Specialist continually promotes the critical role of information retrieval in the future of education.

Lakota Local Schools
Media Specialist Evaluation Rubric

Component 2a		Planning		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Knowledge of Media Pedagogy	Media Specialist makes content errors or does not correct content errors others make.	Media Specialist displays content knowledge but cannot articulate connections with other parts of the discipline.	Media Specialist displays content knowledge and makes connections between content and other parts of the discipline or with other disciplines appropriate.	Media Specialist displays extensive knowledge with evidence of continuing pursuit of such knowledge.
Exercises Leadership in the Instructional Program	Media Specialist does not exercise leadership in the Instructional program.	Media Specialist exercises leadership in the instructional program when requested.	Media Specialist exercises leadership in the instructional program.	Media Specialist exercises leadership in the instructional program at the building and district level.
Component 2b		Learning Environment		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Establishes and Maintains Environment in which Students and Staff can Work at Productive Levels	Media Specialist does not establish or maintain an environment in which students and staff can work at productive levels.	Media Specialist maintains an environment in which most students and staff can work at productive levels.	Media Specialist maintains an environment in which students and staff can work at productive levels. The environment is adjusted for those with special needs.	Media Specialist adjusts the environment so that students and staff can work at productive levels.
Manages Student Behavior in Constructive Manner	Media Specialist does not respond to behavior, or the response is inconsistent or inappropriate.	Media Specialist attempts to respond to student behavior but with mixed results.	Media Specialist's response to behavior is appropriate and successful and respects the student.	Media Specialist's response to behavior is highly effective and entirely appropriate.
Serves as a Positive Role Model for Students	Media Specialist does not serve as a positive role model for students.	Media Specialist serves as a positive role model for students when required.	Media Specialist serves as a positive role model for students.	Media Specialist serves as a positive role model for students within the media center and throughout the building.
Component 2c		Instruction		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Communicating Directions and Procedures	Media Specialist's directions and procedures are inadequate.	Media Specialist's directions and procedures are adequate.	Media specialist's directions and procedures are clear and appropriate, complete and accurate.	Media Specialist's directions and procedures are appropriate and clear to students, and media specialist verifies student.
Questioning & Discussion Techniques	Interaction between media specialist and students is predominately recitation style, with media specialist mediating all questions and	Media Specialist makes some attempt to engage students in discussion, sometimes unable to maintain focus on content.	Media Specialist engages students in discussion, maintaining focus on content.	Media Center discussion involves student interaction with appropriate media specialist coordination.

**Lakota Local Schools
Media Specialist Evaluation Rubric**

Component 2c: Con't.		Instruction, Con't.		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Representation of Content	Representation of content is inappropriate and unclear or uses poor examples or 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 student's knowledge and experience. Students contribute to representation of content.
Structure and Pacing	The execution of the lesson follows no clearly defined structure, or the pacing of the lesson is too slow or too rushed.	The execution of the lesson follows a recognizable structure not uniformly maintained. Pacing of the lesson is uneven.	The execution of the lesson follows a clearly defined structure around which the activities are organized. Pacing of the lesson is effective.	The execution of the lesson follows a highly coherent structure, allowing for reflection and closure as appropriate. Pacing of the lesson is appropriate for all students.
Flexibility and Responsiveness	Media Specialist adheres rigidly to an instructional plan, even when a change will clearly improve the lesson.	Media Specialist makes, with difficulty, a needed adjustment to the lesson.	Media Specialist successfully makes a needed adjustment to the lesson, and the adjustment occurs smoothly.	Media Specialist anticipates needed major adjustments to the lesson, and the adjustments occur smoothly.
Component 3a		Providing Resources		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Selection of Materials and Equipment	Media Specialist is unaware of resources available in print and non print formats.	Media Specialist displays limited awareness of resources available in print and non print formats.	Media Specialist is fully aware of resources available in print and non print formats that support the curriculum.	Media Specialist constantly seeks out other sources of materials to enhance instruction and support the curriculum.
Promotion of New Resources	Media Specialist does not promote new resources.	Media Specialist promotes new resources when requested.	Media Specialist promotes new resources as they become available.	Media Specialist promotes new resources as they become available and as they are useful to patrons.
Incorporation of Resources Beyond the Media Center	Media Specialist does not incorporate resources beyond those in the media center.	Media Specialist incorporates resources beyond those in the media center when requested.	Media Specialist incorporates resources beyond those in the media center.	Media Specialist searches out resources beyond the media center and incorporates them when applicable.
Component 3b		Maintenance of Resources		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Keeps Collection Current through Weeding	Media Specialist does not weed the collection.	Media Specialist removes those items from the collection that can no longer be circulated because of their condition.	Media Specialist removes items from the collection that can no longer be circulated because of their condition, form, or relevance.	Media Specialist systematically surveys the collection, preserving materials as needed.
Preservation of Materials	Media Specialist does not attempt to preserve materials.	Media Specialist attempts to preserve materials.	Media Specialist repairs and considers having materials rebound as they cross the circulation desk.	Media Specialist systematically surveys the collection, adding materials in weak areas, weeding materials no longer of value.

Lakota Local Schools
Media Specialist Evaluation Rubric

Component 3c		Management of Funds		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Administers Budgets according to Needs and Objectives of Media Center within Administrative Guidelines.	Media Specialist does not administer budget according to the needs and objectives of the media center.	Media Specialist administers budgets.	Media Specialist administers budgets according to the needs and objectives of the media center within administrative guidelines.	Media Specialist works with administration to establish a budget according to the needs and objectives of the media center and initiates creative methods to stretch or augment the budget.
Ordering and Maintaining Inventories of Consumable Items	Media Specialist does not order or maintain an inventory of consumable items.	Media Specialist orders consumable items when requested to do so.	Media Specialist orders and maintains inventories of consumable items.	Media Specialist maintains an inventory of consumable items. Needs are anticipated and orders are placed to maintain inventories.
Repair or Replacement of Equipment Based on Cost Effectiveness	Media Specialist does not consider cost effectiveness in deciding to repair or replace equipment.	Media Specialist considers cost effectiveness in deciding to repair or replace equipment.	Media Specialist researches repair history and unified purchasing price when purchasing replacement equipment.	Media Specialist demonstrates broad knowledge of the cost of repairs versus replacement of equipment.
Obtaining New Print/Non print Materials	Media Specialist does not consider cost/value when choosing a vendor.	Media Specialist considers cost/value when choosing a vendor.	Media Specialist researches various vendors considering cost and reputation.	Media Specialist networks with other media professionals to determine most reliable and cost effective sources.
Component 3d		Assisting Teachers		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Promotion of Information Resources	Media Specialist fails to suggest appropriate resources and formats to meet instructional objectives.	Media Specialist suggests a limited range of appropriate resources and formats to meet instructional objectives.	Media Specialist encourages the use of a broad range of appropriate resources and formats to meet instructional objectives.	Media specialist promotes and demonstrates the use of a broad range of appropriate resources and formats to meet instructional objectives.
Facilitation of Media Retrieval Sources	Media Specialist fails to evaluate, select, and manage media retrieval sources and instruct teachers on their use.	Media Specialist sometimes evaluates, selects, and manages media retrieval sources and instructs teachers on their use.	Media Specialist evaluates, selects, and manages media retrieval sources and instructs teachers on their use.	Media Specialist demonstrates knowledge of a full range of media retrieval sources and advocates their incorporation into planning.
Component 3e		Assisting Students		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Guidance for Information Literacy	Media Specialist is unaware of resources available to assist students who need them.	Media Specialist displays limited awareness of resources available through the school or district.	Media Specialist is aware of resources available through the school or district.	Media Specialist is fully aware of school, district and additional resources available throughout the community. Media Specialist knows how to gain access for students.

Lakota Local Schools
Media Specialist Evaluation Rubric

Component 3e, Con't	Assisting Students, Con't			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Support for Independent Learning	Media Specialist fails to assist students in independent learning.	Media Specialist suggests a limited range of appropriate resources and formats to students.	Media Specialist encourages the use of a broad range of appropriate resources and formats.	Media Specialist promotes the use of a broad range of appropriate resources and formats.
Promotion of Social Responsibility	Media Specialist does not promote social responsibility in the use of media center materials.	Media Specialist promotes social responsibility in the use of media center materials when observing misuse.	Media Specialist promotes social responsibility by instructing students in the proper handling of media center materials.	Media Specialist promotes social responsibility by systematic instruction of students in the proper handling of media center materials.
Component 3f	Promotes Reading			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Reading Skills	Media Specialist does not promote reading skills.	Media Specialist promotes reading skills when requested.	Media Specialist promotes reading skills through assistance in book selection and encouragement of	Media Specialist promotes reading skills within the media center and throughout the building.
Reading Appreciation	Media Specialist does not promote reading appreciation.	Media Specialist promotes reading appreciation when requested.	Media Specialist promotes reading appreciation.	Media Specialist promotes reading appreciation throughout the building.
Component 3g	Circulation of Materials			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Processing	Media Specialist does not participate in the processing of materials.	Media Specialist processes materials when requested.	Media Specialist promptly processes materials.	Media Specialist promptly processes materials and notifies staff member requesting the material as appropriate.
Cataloging	Media Specialist does not participate in the cataloging of materials.	Media Specialist catalogs materials when requested.	Media Specialist catalogs materials, assigning call number and MARC record in the catalog.	Media Specialist catalogs materials promptly and maintains a current catalog. Makes category lists for teachers.
Overdue Notices	Media Specialist does not provide overdue notices to patrons.	Media Specialist provides overdue notices when requested.	Media Specialist regularly provides overdue notices.	Media Specialist contacts students/parents regarding materials seriously delinquent.
Shelving	Media Specialist does not participate in maintaining a properly shelved collection.	Media Specialist sees to the shelving of books when requested.	Media Specialist sees that materials are returned to the shelves in a timely fashion.	Media Specialist systematically has circulated materials shelved and the shelves read.

Lakota Local Schools
Media Specialist Evaluation Rubric

Component 4a		Reflecting on Librarianship			
Element	Unsatisfactory	Basic	Proficient	Noteworthy	
Accuracy	Media Specialist does not know if a media program was effective or achieved its goals, or profoundly misjudges the success of the program.	Media Specialist has a generally accurate impression of the media center's effectiveness and the extent to which goals were met.	Media Specialist makes an accurate assessment of the media center's effectiveness and the extent to which it achieved its goals and can cite general references to support the judgment.	Media Specialist makes a thoughtful and accurate assessment of the media center's effectiveness and the extent to which it achieved its goals, citing many specific examples from the program and weighing the relative strength of each.	
Use In Future Actions	Media Specialist has no suggestion for how the media center may be improved.	Media Specialist makes general suggestions about how the media center may be improved.	Media Specialist makes a few specific suggestions of what may be tried in the media center.	Media Specialist offers specific alternative actions, complete with speculation of success of each alternative.	
Component 4b		Maintaining Accurate Records			
Element	Unsatisfactory	Basic	Proficient	Noteworthy	
Accuracy	Media Specialist does not maintain accurate records.	Media Specialist maintains accurate records.	Media Specialist has detailed, accurate records in a usable format.	Media Specialist has detailed, accurate records and can produce reports based on these records.	
Timeliness	Media Specialist does not have current records.	Media Specialist meets deadlines for producing records.	Media Specialist maintains current records.	Media Specialist anticipates record requests.	
Comprehensiveness	Media Specialist does not have complete records.	Media Specialist has complete records where those records are required.	Media Specialist maintains records in addition to those that are required.	Media Specialist has complete records of the media center collection, patrons, use, and purchases beyond those required.	
Component 4c		Coordination of Media Personnel			
Element	Unsatisfactory	Basic	Proficient	Noteworthy	
Tasks and Training	Considerable time is lost performing non-professional duties.	Systems for performing non-professional duties are fairly efficient, resulting in little loss of professional time.	Efficient systems for performing non-professional duties are in place, resulting in minimal loss of professional time.	Systems for performing non-professional duties are well-established and contribute to efficient operation.	
Aides	Paraprofessionals have no clearly defined duties or nothing to do most of the time.	Paraprofessionals are productively engaged.	Paraprofessionals are productively and independently engaged.	Paraprofessionals make a supportive contribution.	
Volunteers/Students	Volunteers/students have no clearly defined duties or nothing to do most of the time.	Volunteers/students are productively engaged.	Volunteers/students are productively and independently engaged.	Volunteers/students make a supportive contribution.	

**Lakota Local Schools
Media Specialist Evaluation Rubric**

Component 4d				
Growing & Developing Professionally				
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Enhancement of Content Knowledge and Pedagogical Skills	Media Specialist engages in no professional development activities to enhance knowledge or skill.	Media Specialist participates in minimum professional activities required to maintain certificate or licensure.	Media Specialist participates in professional activities to enhance content knowledge and pedagogical skills beyond those required to maintain certificate or licensure.	Media Specialist provides professional development to colleagues and community members in content or pedagogical skill.
Attend District Media Meetings	Media Specialist avoids attending district media meetings.	Media Specialist attends district media meetings when asked.	Media Specialist regularly attends district media meetings.	Media Specialist regularly attends district media meetings, offering agenda items, and sharing information.
Component 4e				
Contributing to School and District				
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Relationships With Colleagues	Media Specialist's relationships with colleagues are negative or self-serving.	Media Specialist 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. Media specialist is perceived as a leader by faculty members.
Service to School	Media Specialist refuses to participate in school service activities.	Media Specialist becomes involved in school service activities when specifically asked.	Media Specialist selects participation in school service activities.	Media Specialist makes a substantial contribution to school service activities.
Participation in School & District Projects	Media Specialist avoids becoming involved in school or district projects.	Media Specialist participates in school or district project when specifically asked.	Media Specialist selects participation in a school or a district project.	Media Specialist selects participation in a school or a district project, making a substantial contribution.
Commitment to the Instruction of Students	Media Specialist avoids instruction of students.	Media Specialist instructs students only when specifically asked.	Media Specialist initiates instruction of students.	Media Specialist initiates instruction of students on a on-going basis.
Component 4f				
Showing Professionalism				
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Advocacy	Media Specialist denies some students a fair opportunity to succeed.	Media Specialist does not knowingly deny students a fair opportunity to succeed.	Media Specialist seeks to ensure that all students receive a fair opportunity to succeed.	Media Specialist makes a particular effort to challenge negative attitudes and helps ensure that all students receive a fair opportunity to succeed, particularly those students traditionally underserved.
Decision-Making	Media Specialist makes decisions based on self-serving interests.	Media Specialist's decisions are based upon limited professional considerations.	Media Specialist participates in team or departmental decision making.	Media Specialist takes a role in team or department decision making that ensures such decisions are based on professional standards.
Service to Students & Teachers	Media Specialist does not provide service to students and teachers.	Media Specialist provides minimal service to students and teachers.	Media Specialist provides service to students and teachers.	Media Specialist solicits ways in which service can be provided to students and teachers.

Lakota Local Schools
Motor Team

Component 1a		Demonstrating Knowledge of Content and Pedagogy		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Knowledge of Content	Motor Team Professional (MTP) makes content errors or does not correct content error students make.	MTP displays content knowledge but cannot articulate connections with other parts of the discipline	MTP displays content knowledge and makes connections between content and other parts of the discipline or with other disciplines as appropriate.	MTP displays extensive knowledge with evidence of continuing pursuit of such knowledge.
Knowledge of Prerequisite Relationships	MTP displays little understanding of prerequisite knowledge important for student learning of the content.	MTP indicates some awareness of prerequisite learning, although such knowledge may be incomplete or inaccurate.	MTP plans and practices reflect understanding of prerequisite relationships among topics and concepts.	MTP actively builds on knowledge of prerequisite relationships when describing instruction/therapy or seeking causes for student misunderstanding.
Knowledge of Content-Related Pedagogy	MTP displays little understanding of pedagogical issues.	MTP displays basic pedagogical knowledge but does not anticipate common student misconceptions about the content.	MTP displays best practice within the discipline and anticipates common student misconceptions about the content.	MTP continues to search for ways to improve the quality of teaching/therapy.
Component 1b		Demonstrating Knowledge of Students		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Knowledge of Characteristics of Age Group	Motor Team Professional (MTP) displays minimal knowledge of developmental characteristics of age group.	MTP displays generally accurate knowledge of typical developmental characteristics of age group.	MTP displays thorough understanding of typical developmental characteristics of age group.	MTP displays thorough understanding of typical developmental characteristics of age group as well as exceptions to general patterns.
Knowledge of Student's Varied Learning Styles	MTP is unfamiliar with the different approaches to learning that students' exhibit such as learning styles, modalities, and different "intelligences."	MTP displays general understanding of the different approaches to learning that the students' exhibit.	MTP displays solid understanding of the different approaches to learning that students' exhibit.	MTP uses, when appropriate, knowledge of student's varied approaches to learning in instructional therapy planning.
Knowledge of Students' Skills and Knowledge	MTP displays little knowledge of students' skills and knowledge.	MTP displays knowledge of students' skills.	MTP displays knowledge of students' skills and how they affect his performance in the classroom.	MTP displays knowledge of students' skills and knowledge of those with special needs.
Knowledge of Students' Interests and Cultural Heritage	MTP displays little knowledge of students' interests or cultural heritage.	MTP displays knowledge of students' interests or cultural heritage.	MTP displays knowledge of interests or cultural heritage for groups of students and recognizes the value of this knowledge.	MTP displays knowledge of students' interests or cultural heritage and recognizes the potential impact of that knowledge on therapy/instruction.

Lakota Local Schools
Motor Team

Component 1c		Selecting IEP/Intervention Goals & Objectives			
Element	Unsatisfactory	Basic	Proficient	Noteworthy	
Value for Curriculum	Goals are not valuable and represent low expectations. Expectations do not reflect important learning and do not relate to curriculum frameworks and standards.	Goals are moderately valuable in their expectations. Expectations reflect important learning and relate somewhat to curriculum frameworks and standards.	Goals are valuable and in their level of expectations. Expectations reflect important learning and do not relate to curriculum frameworks and standards.	Not only are the goals valuable, but the MTP can also clearly articulate how goals establish high expectations and relate to curriculum frameworks and standards.	
Clarity	Goals are either not clear or are stated as activities. Goals do not permit valid methods of assessment.	Goals are moderately clear or include a combination of goals and activities. Some goals do not permit valid methods of assessment.	Most of the goals are clear. Most permit valid methods of assessment.	All the goals are clear, written in the form of student learning, and permit valid methods of assessment.	
Suitability for Diverse Students	Goals are not suitable for the student.	Most of the goals are suitable for the student.	All of the goals are suitable for each student.	Goals take into account the varying learning needs of individual students.	
Balance	Goals reflect only one type of learning and one discipline.	Goals reflect several types of learning but no effort at coordination or integration.	Goals reflect different types of learning style and opportunities for carry over and integration.	Goals include opportunities for student to apply skills in a wide variety of environments.	
Component 1d		Demonstrating Knowledge of Resources			
Element	Unsatisfactory	Basic	Proficient	Noteworthy	
Resources for Instruction, Therapy and Intervention	Motor Team Professional (MTP) is unaware of resources available through the school or district.	MTP displays limited awareness of resources available through the school or district.	MTP is fully aware of resources available through the school or district.	In addition to being aware of school and district resources, MTP actively seeks out other materials to enhance instruction/therapy, i.e., from professional organizations or community.	
Resources for Students	MTP is unaware of resources available to assist students who need them.	MTP displays limited awareness of resources available through the school or district.	MTP is fully aware of resources available through the school or district. MTP knows how to gain access for students.	In addition to being aware of school and district resources, MTP is aware of additional resources available through the community.	

Lakota Local Schools
Motor Team

Component 1e		Designing Coherent Therapy and Instruction			
Element	Unsatisfactory	Basic	Proficient	Noteworthy	
Therapy and Learning Activities	Motor Team Professional (MTP) activities are not suitable to students or goals. They do not follow an organized progression.	Most of the MTP's learning activities are suitable to students or goals. Progression of activities is uneven.	MTP's learning activities are suitable to students and goals. Progression of activities is fairly even.	MTP's learning activities are highly relevant to student and goals. They progress coherently.	
Instructional Materials and Resources	MTP's materials and resources do not support the goals or engage students in meaningful learning.	Some of the MTP's materials and resources support the goals, and some engage students in meaningful learning.	All MTP's materials and resources support the goals and most engage students in meaningful learning.	All MTP's materials and resources support the goals.	
Lesson and Therapy Structure	MTP's lesson or activity has no clearly defined structure, or the structure is chaotic. Time allocations are unreasonable.	MTP's lesson or activity has a recognizable structure although the structure is not uniformly maintained throughout. Most time allocations are reasonable.	MTP's lesson or activity has a clearly defined structure that activities are organized around. Time allocations are reasonable.	MTP's lesson or activity is clear and allows for different structures, activities and time allocations according to student needs.	
Component 1f		Assessing Student Learning			
Element	Unsatisfactory	Basic	Proficient	Noteworthy	
Congruence with Therapy/Intervention Goals	Motor Team Professional's content and methods of assessment lack congruence with goals.	Some of the MTP's goals are assessed through the proposed approach, but many are not.	All of the MTP's goals are nominally assessed through the proposed plan, but the approach is more suitable to some goals than others.	The MTP's assessment criteria and goals are clear and have been clearly communicated to students. MTP collaborates with student and his/her teacher to develop criteria as part of the therapy.	
Criteria and goals	The MTP's proposed approach contains no clear criteria or goal.	The MTP's assessment criteria and goals have been developed but they are not clear or have not been clearly communicated to the student.	The MTP's assessment criteria and goals are clear and have been communicated clearly to student.	The MTP's assessment criteria and goals are clear and have been clearly communicated to students. MTP collaborates with student and his/her teacher to develop criteria as part of the therapy.	
Use for Planning	The MTP's assessment results affect planning for these students only minimally.	The MTP uses assessment results to plan for the student or group as a whole.	The MTP uses assessment results to plan for individuals and groups of students.	Students are aware of how they are meeting the established goals. Students are also aware of how they collaborate in planning the next steps following assessment.	

Lakota Local Schools
Motor Team

Component 2a				
Creating an Environment of Respect and Rapport				
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Motor Team Professionals Interaction with Students	Motor Team Professional's interactions, with at least some students, are demeaning or inappropriate to the age or the culture of the student. Students exhibit disrespect for the MTP.	MTP's student interactions are generally appropriate but may reflect occasional favoritism or disregard for students or cultures. Students exhibit minimal respect for the MTP.	MTP's student interactions demonstrate general caring and respect. Students exhibit respect for the MTP.	MTP demonstrates appropriate caring and respect for the students. Students exhibit respect for the MTP as an individual.
Expectations	Standards of conduct have been neither established nor communicated to students.	Standards of conduct have been established and most students follow them.	Standards of conduct are followed by students.	Standards of conduct are followed by students and have been developed with student participation.
Monitoring of Student Behavior	MTP is unaware of student behavior	MTP is generally aware of student behavior but may miss the activities of some students.	MTP is aware of student behavior during class and/or therapy time.	Monitoring by MTP is subtle and preventive.
Response to Student Behavior	MTP does not respond to student behavior, or the response is inconsistent or inappropriate.	MTP attempts to respond to student behavior but with uneven results.	MTP's response to behavior is appropriate and successful and respects the student.	MTP response to behavior is highly effective and entirely appropriate.
Component 2b				
Establishing A Culture for Learning				
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Importance of the Content	Motor Team Professional or students convey a negative attitude toward the content suggesting that the content is not important or is mandated by others.	MTP communicates importance of work but with little connection and only minimal apparent buy-in by the students.	MTP conveys enthusiasm for the content, and student demonstrates consistent commitment to its value.	Students demonstrate through their active participation, curiosity and attention to detail that they value the content.
Student Pride In Work	Students demonstrate little or no pride in their work. They seem to be motivated by the desire to complete the task rather than do high quality work.	MTP encourages students to accept the responsibility to "do good work" but students invest little of their energy in the quality of the work.	MTP insists on work of high quality, and students demonstrate pride in that work.	Students take obvious pride in their work and initiate improvements in it, for example by monitoring and repairing their own errors on their own initiative.
Expectations for Learning and Achievement	Activities, interactions and therapy environment convey modest expectations for student achievement.	Activities, interactions and the therapy environment convey inconsistent expectations for student achievement.	Activities, interactions and the therapy environment convey high expectations for the student achievement.	Both the students and the MTP contribute to activities, interactions and the therapy environment to convey high expectations for student achievement.

Lakota Local Schools
Motor Team

Component 2c		Managing the Therapy Environment		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Management of Indirect Therapy	Students not directly working with the Motor Team Professional are not productively engaged in therapy.	Tasks for students not working directly with the MTP are partially organized, resulting in some off-task behavior when the MTP is involved with other students.	Tasks for students not working directly with the MTP are organized and monitored so that most students are engaged at almost all times.	Students not working directly with the MTP are productively engaged and assume responsibility for productivity with minimal monitoring by the MTP.
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 contribute to the achievement of IEP goals and students assume some responsibility for efficient operation.
Management of Materials and Supplies	Materials are handled inefficiently, resulting in loss of therapy time.	Routines for handling materials and supplies function moderately well.	Routines for handling materials and supplies occur smoothly, with little loss of therapy time.	Routines for handling materials and supplies contribute to the achievement of IEP goals and students assume some responsibility for efficient operation.
Performance of Non-Therapy Duties	Considerable time is lost performing non-therapy duties.	Systems for performing non-therapy duties are fairly efficient, resulting in little loss of therapy time.	Efficient systems for performing non-therapy duties are in place, resulting in little loss of therapy time.	Systems for performing non-therapy duties are well-established and contribute to efficient operation.
Supervision of Volunteers and Paraprofessionals (if applicable)	Volunteers and paraprofessionals have no clearly defined duties or nothing to do most of the time.	Volunteers and paraprofessionals are productively engaged.	Volunteers and paraprofessionals are productively and independently engaged.	Volunteers and paraprofessionals make a supportive contribution.
Management of Therapy Tools	MTP uses therapy tools poorly or learning is not accessible to some students	MTP uses therapy tools adequately and at least essential therapy is accessible to all students.	MTP uses therapy tools skillfully to assure that therapy is equally accessible to students.	Both MTP and students use therapy tools to assure that all therapy is equally accessible to all students.
Component 3a		Communicating Clearly and Accurately		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Directions and Procedures	Motor Team Professional's directions and procedures are incomplete or inaccurate.	MTP's directions and procedures are excessively detailed	MTP's directions are clear and contain an appropriate level of detail.	MTP's directions and procedures are clear to student and MTP verifies student understanding.
Oral and Written Language	MTP'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.	MTP's spoken language is audible, and written language is legible.	MTP's spoken and written language is clear and correct. Vocabulary is appropriate to students' age and interest.	MTP's questions are uniformly high quality, with adequate time for students to respond.

Lakota Local Schools
Motor Team

Component 3b		Using Questioning and Discussion Techniques			
Element	Unsatisfactory	Basic	Proficient	Noteworthy	
Quality of Questions	Motor Team Professional's questions are of poor quality: impertinent, irrelevant to content, confined inappropriate to lower levels of thinking.	MTP's questions are of low and high quality.	Most of MTP's questions are of appropriately high quality. Adequate time is provided for students to respond.	MTP's questions are of uniformly high quality, with adequate time for students to respond.	
Discussion Techniques	Interaction between MTP and students is predominately recitation style, with mediating all questions and answers.	MTP makes some attempt to engage students in discussion, sometimes unable to maintain focus on content.	MTP engages students in therapy maintaining focus on therapy room.	Therapy room discussion is student directed with appropriate MTP coordination.	
Student Participation	MTP does not attempt to engage students.	MTP attempt to engage students who are not participating.	MTP successfully engages students in discussion.	MTP engineers discussion of content among students.	
Component 3c		Engaging Students in Learning			
Element	Unsatisfactory	Basic	Proficient	Noteworthy	
Representation of Content	Representation of content is inappropriate and unclear or uses poor example or 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 student's knowledge and experience. Students contribute to representation of content.	
Activities and Assignment	Activities and assignments are inappropriate for students in terms of their age or backgrounds	Some activities and assignments are appropriate to students and engage them, but others do not.	Most activities and assignments are appropriate to students. Almost all students are engaged in them.	All students are engaged in the activities and assignments in their exploration of content.	
Grouping of Students	Therapy groups are inappropriate to the students or the IEP goals.	Therapy groups are only partially appropriate to the students and moderately successful in advancing the IEP goals.	Therapy groups are productive and appropriate to the students and/or the IEP goals.	Therapy groups are productive and appropriate to the IEP goals.	
Therapy/Instructional Materials and Resources	Materials and resources are unsuitable to the goals or do not engage the student.	Materials and resources are partially suitable to the IEP goals or students' level of engagement.	Materials and resources are suitable to the IEP goals and engage the students.	Materials and resources are suitable to the IEP goals and engage students. Students initiate choice, adaptation, or design of materials to enhance their own purposes.	
Structure and Planning	The execution of the lesson follows no clearly defined structure, or the pacing of the lesson is too slow or too rushed.	The execution of the lesson follows a recognizable structure not uniformly maintained throughout the lesson. Pacing of the lesson is ineffective.	The execution of the lesson follows a clearly defined structure around which the activities are organized. Pacing of the lesson is effective.	The executive of the lesson follows a highly coherent structure, allowing for reflection and closure as appropriate. Pacing of the lesson is appropriate for all students.	

Lakota Local Schools
Motor Team

Component 3d		Providing Feedback to Students			
Element	Unsatisfactory	Basic	Proficient	Noteworthy	
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. Provision is made for timely student use of the feedback in their learning.	
Response to Students	Motor Team Professional ignores or brushes aside students' questions or interests.	MTP attempts to incorporate students' questions or interests in the therapy.	MTP successfully incorporates students' questions or interests in the therapy.	MTP appropriately seizes opportunities to enhance learning building on events in the lives of the students.	
Persistence	When a student has difficulty learning, the MTP fails to vary instructional strategies.	For the success of any student with difficulty learning, the MTP offers a few instructional strategies.	For students with difficulty learning, the MTP varies instructional strategies.	For students with difficulty learning, the MTP varies instructional strategies and seeks additional resources from the school.	
Component 4a		Reflecting on Therapy			
Element	Unsatisfactory	Basic	Proficient	Noteworthy	
Accuracy	Motor Team Professional does not know if a lesson/therapy was effective or achieved its goals, or profoundly misjudges the success of a lesson/therapy.	MTP has a generally accurate impression of a lesson/therapy's effectiveness and the extent to which IEP goals were met.	MTP makes an accurate assessment of a lesson/therapy's effectiveness and the extent to which it achieved its goals and can cite general references to support the judgment.	MTP makes a thoughtful and accurate assessment of a lesson/therapy'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 therapy	MTP has no suggestions for how a lesson/therapy may be improved another time.	MTP makes general suggestions about how a lesson may be improved.	MTP makes a few specific suggestions of what might be tried another time.	MTP offers specific alternative actions, complete with speculation of success of each alternative.	

Lakota Local Schools
Motor Team

Component 4b		Maintaining Accurate Records		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Student Completion of Assignment/Therapy	Motor Team Professional's system for maintaining information on student completion of assignment is in disarray.	MTP's system for maintaining information on student completion of assignments/therapies is only partially effective.	MTP's system for maintaining information on student completion of assignments/therapy is effective.	MTP's system for maintaining information on student completion of assignments is effective. Students participate in the maintenance of personal assignment/therapy records.
Student Progress in Learning	MTP has no system for maintaining information on student progress in learning, or the system is in disarray.	MTP system for maintaining information on student progress in learning is only partially effective.	MTP system for maintaining information on student progress in learning is effective.	MTP system for maintaining information on student progress in learning is effective. Students contribute information.
Component 4c		Communicating to Families		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Information About the Therapy Classroom Instructional Program	Motor Team Professional provides little information about the therapy program to families.	MTP provides basic information in the school's conferences for parents but offers little additional communication.	MTP provides comprehensive information about the therapy program to parents as appropriate.	MTP provides comprehensive information about the therapy program to parents as appropriate. MTP updates information in response to students' and parents' questions and concerns.
Information About Individual Students	MTP provides minimal information to parents or does not respond to parent concerns about students.	MTP adheres to the school's required procedures for communicating to parents. Responses to parent concerns are minimal.	MTP communicates with parents about students' progress on a regular basis and is available to respond to parent concerns during the school day.	MTP provides information to parents on both positive and negative aspects of student's progress. Response to parent concerns is handled diplomatically.
Component 4d		Contributing to School and District		
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Relationships with Colleagues	Motor Team Professional's relationships with colleagues are negative or self-serving.	MTP 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. MTP is perceived as a leader by faculty members.
Participation in School and District Projects	MTP avoids becoming involved in school or district projects.	MTP participates in school or a district project when specifically asked.	MTP selects participation in a school or a district project.	MTP selects participation in a school or a district project, making a substantial contribution.

Lakota Local Schools
Motor Team

Component 4e	Growing and Developing Professionally			
Element	Unsatisfactory	Basic	Proficient	Noteworthy
Enhancement of Content Knowledge and Pedagogical Skill	Motor Team Professional engages in no professional development activities to enhance knowledge or skill.	MTP participates in minimum professional activities required to maintain certificate or licensure.	MTP participates in professional activities to enhance content knowledge and pedagogical skill beyond those required to maintain certificate or licensure.	MTP provides professional development to colleagues in content or pedagogical.
Advocacy	MTP denies some students a fair opportunity to succeed.	MTP does not knowingly deny students a fair opportunity to succeed.	MTP seeks to ensure that all students receive a fair opportunity to succeed.	MTP makes a particular effort to challenge negative attitudes and helps ensure that all students receive a fair opportunity to succeed, particularly those students traditionally underserved.
Decision Making	MTP makes instructional decisions based on self-serving interests.	MTP instructional decisions are based upon limited professional considerations.	MTP participates in team or departmental decision-making.	MTP takes a role in team or MTP departmental decision-making that ensures such decisions are based upon professional standards.

Lakota Local Schools

Base: \$37,492

Effective: 9/1/2011

Step	BACHELOR'S		BACHELOR'S + 150		MASTER'S		MASTER'S +15		MASTER'S +30		PhD	
	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index
1	\$37,492	1.0000	\$39,179	1.0450	\$41,241	1.1000	\$42,179	1.1250	\$43,116	1.1500	\$44,053	1.1700
2	\$39,123	1.0435	\$40,866	1.0900	\$43,022	1.1475	\$44,147	1.1775	\$45,272	1.2075	\$46,303	1.2350
3	\$40,754	1.0870	\$42,553	1.1350	\$44,803	1.1950	\$46,115	1.2300	\$47,427	1.2650	\$48,552	1.2950
4	\$42,385	1.1305	\$44,241	1.1800	\$46,584	1.2425	\$48,083	1.2825	\$49,583	1.3225	\$50,802	1.3550
5	\$44,016	1.1740	\$45,928	1.2250	\$48,365	1.2900	\$50,052	1.3350	\$51,739	1.3800	\$53,051	1.4150
6	\$45,647	1.2175	\$47,615	1.2700	\$50,146	1.3375	\$52,020	1.3875	\$53,895	1.4375	\$55,301	1.4750
7	\$47,277	1.2610	\$49,302	1.3150	\$51,926	1.3850	\$53,988	1.4400	\$56,051	1.4950	\$57,550	1.5350
8	\$48,908	1.3045	\$50,989	1.3600	\$53,707	1.4325	\$55,957	1.4925	\$58,206	1.5525	\$59,800	1.5950
9	\$50,539	1.3480	\$52,676	1.4050	\$55,488	1.4800	\$57,925	1.5450	\$60,362	1.6100	\$62,049	1.6550
10	\$52,170	1.3915	\$54,363	1.4500	\$57,269	1.5275	\$59,893	1.5975	\$62,518	1.6675	\$64,299	1.7150
11	\$53,801	1.4350	\$56,051	1.4950	\$59,050	1.5750	\$61,862	1.6500	\$64,674	1.7250	\$66,548	1.7750
12	\$55,432	1.4785	\$57,738	1.5400	\$60,831	1.6225	\$63,830	1.7025	\$66,829	1.7825	\$68,798	1.8350
13	\$57,063	1.5220	\$59,425	1.5850	\$62,612	1.6700	\$65,798	1.7550	\$68,985	1.8400	\$71,047	1.8950
14	\$59,369	1.5835	\$61,862	1.6500	\$64,393	1.7175	\$67,767	1.8075	\$71,141	1.8975	\$73,297	1.9550
15	\$61,674	1.6450	\$63,736	1.7000	\$66,173	1.7650	\$69,735	1.8600	\$73,297	1.9550	\$75,546	2.0150
16	\$61,674	1.6450	\$63,736	1.7000	\$67,111	1.7900	\$70,672	1.8850	\$74,234	1.9800	\$76,484	2.0400
17	\$61,674	1.6450	\$63,736	1.7000	\$68,048	1.8150	\$71,610	1.9100	\$75,171	2.0050	\$77,421	2.0650
18	\$61,674	1.6450	\$63,736	1.7000	\$68,985	1.8400	\$72,547	1.9350	\$76,109	2.0300	\$78,358	2.0900
19	\$63,174	1.6850	\$65,611	1.7500	\$69,923	1.8650	\$73,484	1.9600	\$77,046	2.0550	\$79,296	2.1150
20	\$63,174	1.6850	\$65,611	1.7500	\$70,860	1.8900	\$74,422	1.9850	\$77,983	2.0800	\$80,233	2.1400
21	\$63,174	1.6850	\$65,611	1.7500	\$71,797	1.9150	\$75,359	2.0100	\$78,921	2.1050	\$81,170	2.1650
22	\$63,174	1.6850	\$65,611	1.7500	\$72,734	1.9400	\$76,296	2.0350	\$79,858	2.1300	\$82,107	2.1900
23	\$64,674	1.7250	\$67,486	1.8000	\$73,672	1.9650	\$77,234	2.0600	\$80,795	2.1550	\$83,045	2.2150
24	\$64,674	1.7250	\$67,486	1.8000	\$74,609	1.9900	\$78,171	2.0850	\$81,733	2.1800	\$83,982	2.2400
25	\$64,674	1.7250	\$67,486	1.8000	\$75,546	2.0150	\$79,108	2.1100	\$81,733	2.1800	\$83,982	2.2400

Lakota Local Schools

District Hourly Rates

District hourly rate	\$27
(1) Curriculum development (see 13.02)	
(2) Internal substitute (see 12.05)	
Preparation of newly constructed classrooms (see 18.0602):	\$10
Summer meetings called by principal (see 18.0603):	\$10
Approved summer trainings (see 18.0604)	\$10
Stipend pay (18.0605)	(\$10, \$18, or \$27)
Lump sum activity (outside agency/contract)	contracted agreement
Early entrance testing:	Individual hourly rate (see 18.06)
Supervision (See 18.0604):	\$50

Stipend Pay Category Form

(July 1 to June 30*)

ADMINISTRATIVE RESPONSIBILITIES (14 maximum points)

Student enrichment The stipend position includes continuation of impact on student/teacher learning.	6
Collect participation fees Fees include those for events and/or activities; determines fees, receipts, budget, accounting, ordering, and distribution of funds.	2
Public relations/communications Works with universities to offer credit for staff. Advertises nationwide publicity for professional development.	2
Coordination of other staff In order to carry out this position, must communicate/coordinate with other staff Members.	5
Coordination with outside agency for building rental	6

QUALIFICATIONS (5 maximum points)

Required certification/license The position requires specific certification or license in a specific academic area.	5
Required special training Being in charge of this stipend requires special training or special expertise in lieu of license.	5

PAY CATEGORY CHART (circle the appropriate points above)

Points:	Pay Category:
1 – 5	\$10.00 • (Newly constructed classrooms – see 18.0602) • (Summer meetings called by principal – see 18.0603)
6 – 10	\$18.00 (Per negotiation)
11 – 19	\$27.00

*Will be posted and be in effect July 1 to June 30, yearly.

Lakota Local Schools

Stipend/Extra Duty Payment Form

Teacher's Name _____

Employee ID _____

Building _____

Stipend: _____

Extra Duty: _____

Lump Sum: _____

Description:

Hourly Rate (per attached Stipend Category Form and Time/Effort Log)

_____ Hours x \$10.	=	_____
_____ Hours x \$18	=	_____
_____ Hours x \$27	=	_____
_____ Lump sum amount	=	_____

Funding Source _____

Account Code _____

Building Administrator _____

Date _____

Central Office Administrator _____

Date _____

Human Resources _____

Date _____

Submitted by _____

Date _____

Lakota Local Schools

Supplemental Salary Schedule

Base: \$ 299
 Effective: 9/1/2008

Step	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII
1	\$299	\$ 598	\$ 896	\$1,194	\$1,791	\$2,388	\$2,986	\$3,583	\$4,180	\$4,777	\$5,373	\$ 5,971
2	\$358	\$ 657	\$ 955	\$1,343	\$1,941	\$2,538	\$3,284	\$3,881	\$4,777	\$5,373	\$5,971	\$ 6,569
3	\$448	\$ 747	\$1,044	\$1,492	\$2,090	\$2,687	\$3,583	\$4,180	\$5,373	\$5,971	\$6,569	\$ 7,166
4	\$508	\$ 806	\$1,105	\$1,642	\$2,240	\$2,837	\$3,881	\$4,478	\$5,971	\$6,579	\$7,166	\$ 7,762
5	\$ 598	\$ 896	\$1,194	\$1,791	\$2,388	\$2,986	\$4,180	\$4,777	\$6,569	\$7,166	\$7,762	\$ 8,359
6	\$ 657	\$ 955	\$1,254	\$1,941	\$2,538	\$3,134	\$4,478	\$5,076	\$7,166	\$7,762	\$8,359	\$ 8,957
7	\$ 747	\$1,044	\$1,343	\$2,090	\$2,687	\$3,284	\$4,777	\$5,373	\$7,762	\$8,359	\$8,957	\$ 9,554
8	\$ 806	\$1,105	\$1,404	\$2,240	\$2,837	\$3,433	\$5,076	\$5,672	\$8,359	\$8,957	\$9,554	\$10,151

Lakota Local Schools

Comprehensive Supplemental Position Listing

Category	Position
6	District Athletic Publication Coordinator
7	District Special Education Coach
10	HS Athletic Trainer/Training Coordinator
6	HS Athletic Trainer Assistant (Fall, Winter, Spring)
10	HS Faculty Assistant Manager of Athletics
4	HS Academic Quiz Team Coach
3	HS Academic Quiz Team Assistant Coach
8	HS Baseball Varsity Head Coach
6	HS Baseball Varsity Assistant Coach
6	HS Baseball Reserve Coach
9	HS Basketball Varsity Head Coach (Boys or Girls)
7	HS Basketball Varsity Assistant Coach (Boys or Girls)
7	HS Basketball Reserve Coach (Boys or Girls)
7	HS Basketball Sophomore Coach (Boys or Girls)
6	HS Basketball Varsity Cheerleader Coach
5	HS Basketball Reserve Cheerleader Coach
5	HS Basketball Sophomore Cheerleading Coach
6	HS Bowling Varsity Head Coach (Boys and Girls)
5	HS Bowling Assistant Coach (Boys and Girls)
4	HS Chess Team Coach
5	HS Competition Cheerleading Coach
7	HS Cross Country Varsity Coach (Boys and girls)
5	HS Cross Country Varsity Assistant Coach (Boys and Girls)
3	HS Debate Coach
4	HS Diving Coach
9	HS Football Varsity Head Coach
7	HS Football Varsity Assistant Coach
6	HS Football Varsity Cheerleader Coach
5	HS Football Reserve Cheerleader Coach
6	HS Golf Varsity Coach (Boys or Girls)
5	HS Golf Reserve Coach (Boys or Girls)
7	HS Gymnastics Coach
5	HS Gymnastics Varsity Assistant Coach
4	HS Quiz Team Coach
9	HS Soccer Varsity Head Coach (Boys or Girls)
7	HS Soccer Varsity Assistant Coach (Boys or Girls)
7	HS Soccer Reserve Coach (Boys or Girls)
8	HS Softball Varsity Head Coach
6	HS Softball Varsity Assistant Coach
6	HS Softball Reserve Coach
10	HS Sports Information Director
6	HS Strength Coach
7	HS Swimming Varsity Head Coach (Boys and Girls)
5	HS Swimming Varsity Assistant Coach (Boys and Girls)
5	HS Tennis Head Coach (Boys or Girls)
4	HS Tennis Reserve Coach (Boys or Girls)
9	HS Track Coach (Boys and Girls)
7	HS Track Assistant Coach ((Boys and Girls)
8	HS Volleyball Varsity Head Coach (Boys or Girls)
6	HS Volleyball Varsity Assistant Coach (Boys or Girls)
6	HS Volleyball Reserve Coach (Boys or Girls)
5	HS Volleyball Training Spec (Girls self-funded)

Comprehensive Supplemental Position Listing (continued)

Category	Athletics
9	HS Wrestling Varsity Head Coach
7	HS Wrestling Varsity Assistant Coach
7	HS Wrestling Reserve Coach
6	HS Wrestling Varsity Cheerleader Coach
5	HS Wrestling Reserve Cheerleader Coach
6	FS Athletic Director
7	FS Athletic Trainer
5	FS Baseball Coach
6	FS Basketball Head Coach (Boys or Girls)
5	FS Basketball Cheerleader Coach
6	FS Football Head Coach
5	FS Football Assistant Coach
5	FS Football Cheerleader Coach
5	FS Softball Coach
4	FS Volleyball Coach (Boys or Girls)
6	FS Wrestling Head Coach
5	FS Wrestling Assistant Coach
5	FS Wrestling Cheerleader Coach
7	JS Athletic Director (2 release periods)
6	JS Athletic Trainer
5	JS Basketball Eighth Grade coach (Boys or Girls)
4	JS Basketball Cheerleader Eighth Grade Coach
5	JS Basketball Seventh Grade Coach (Boys or Girls)
4	JS Basketball Cheerleader Seventh Grade Coach
3	JS Cross Country Coach (Boys or Girls)
2	JS Cross Country Assistant (Boys or Girls)
5	JS Football Eighth Grade Head Coach
4	JS Football Eighth Grade Assistant Coach
4	JS Football Cheerleader Eighth Grade Coach
5	JS Football Seventh Grade Head Coach
4	JS Football Seventh Grade Assistant Coach
4	JS Football Cheerleader Seventh Grade Coach
4	JS Golf Coach (Boys and girls)
2	JS Gymnastics
3	JS Tennis Coach (Boys or Girls)
5	JS Track head Coach (Boys or Girls)
4	JS Track Assistant Coach (Boys or Girls)
3	JS Volleyball Eighth Grade Coach (Boys or Girls)
3	JS Volleyball Seventh Grade Coach (Boys or Girls)
5	JS Wrestling Head Coach
4	JS Wrestling Assistant Coach
4	JS Wrestling Cheerleader Coach

Category	Clubs/Service
5	Special Assignment (temp, non-supervisory)
4	HS Auditorium Sound and Equipment Coordinator
4	HS Junior Class Sponsor
5	HS Mu Alpha Theta Assistant Sponsor
6	HS Mu Alpha Theta Sponsor
5	HS Multicultural Enhancement Club
4	HS National Honor Society Sponsor
8	HS Newspaper Sponsor
4	HS Peer Counselor Coordinator
3	HS Pride Advisor
9	HS Radio Station WLHS Director

Comprehensive Supplemental Position Listing (continued)

Category	Clubs/Service
5	HS Senior Class Sponsor
3	HS Sophomore Class Sponsor
5	HS Student Council Sponsor
5	HS Under Pressure Director
4	HS Webpage Coordinator
6	HS Yearbook Sponsor
3	FS Student Council
4	FS Yearbook Sponsor
3	FS Freshman Class Sponsor
2	FS Drama Club Sponsor
3	FS Pride Advisor
2	FS Multicultural Club Sponsor
2	JS No Team/Pride Sponsor
4	JS Student Council
3	JS Yearbook Sponsor
3	ES No Team/Pride Sponsor
2	ES Student Council

Category Curriculum

3	ALL/Dist Grade Level/Department Chairs <3 FTE (2008/09 Only)
4	ALL/Dist Grade Level/Department Chairs 3 -5 FTE
5	ALL/Dist Grade Level/Department Chairs 6-9 FTE
6	ALL/Dist Grade Level/Department Chairs 10-13 FTE
7	ALL/Dist Grade Level/Department Chairs 14-22 FTE
8	ALL/Dist Grade Level/Department Chairs >22 FTE (District Dept. Chairs: Elementary Counselors, Nurses, Special Services Motor Team, Speech/Language, Psychologists, Media)
5	ALL Technology Resource (1 per bldg. P-9; 2 per bldg. 10-12)
3	ES Instructional Resource (4/bldg.)

Category Performance

9	HS Color Guard Director
6	HS Color Guard Assistant Director
4	HS Choral Director
9	HS Marching Band Assistant Director
11	HS Marching Band Director
6	HS Marching Band Section Directors
4	HS Play Musical Director
8	HS Concert Band Co-Director
6	HS Jazz Band Director
9	HS Theater Director/Coordinator
7	HS Theater Assistant Director/Coordinator
5	HS Theater Technical Director
3	HS Vocal Director
4	FS Choral Director
5	JS Band Director
4	JS Choral Director
3-4-5	ES Band Director 1-2 Schools category 3 3-4 Schools category 4 5+ Schools category 5
4	ES Musical Production Director

Lakota Local Schools

Proposal for Supplemental Position

Mark One:

New Reinstatement Revision

Date Submitted:

Month Day Year

Position Title:

Grade Level:
 Pre - 1 2-6 7-8 9 10-12

Rationale for Position:

Qualifications:

Job Description of Supplemental:

Summary of Position:

 Essential Responsibilities:

Time Required: Specify the numbers for each category below.

Number of hours beyond the contract day per week	Number of weeks per year	Number of weekends/holidays	Hours of release time per week provided during contract day.
Hours per week:	Weeks per year:	Weekends/holidays:	Hours of release:
Out of school hours (7 maximum points) Under 100 hours 1 Pt. 100-200 hours 2 Pt. 201-300 hours 2 Pt. 301-400 hours 4 Pt. 401-500 hours 5 Pt. 501-600 hours 6 Pt. 601 + hours 7 Pt. Points are based on actual total hours outside the contract day. Hours must be reasonable for the position and required of anyone who holds that position.	Frequency This point is given for an intense season or preparation time required more than 20 hours per week for a minimum of three weeks. Duration This point is given when the actual supplemental is required to last for more than 12 weeks.	Weekends/evenings/holidays (3 maximum points) 2 occurrences 1 Pt. 3-4 occurrences 2 Pt. 5+ occurrences 3 Pt. For this purpose, "occurrences" are those times when the teacher has to return to school or when school is not in session. They do not include the time right after dismissal or right before the school day.	School day hours Given for hours within the contract day or in lieu of the contract day.

Time (12 Maximum Points)

Administrative Responsibilities: Mark all items below that apply.

Collect Participation Fees Fees include those for club or organization membership, pay to play, supplies, etc; and the position includes direct responsibility for at least one of the following: determine fees, receipts, budget, accounting or ordering.		
Conduct Fundraising The person in the supplemental position has direct responsibility for advertisements, sponsors, and sales, as well as for monies collected, counting, budgeting, and paying bills.		
Collect Admissions The activity includes admission paid by the audience, and the person in the supplemental position has direct responsibility for the monies collected, counting and budgeting.		

Proposal for Supplemental Position (continued)

Mark all items below that apply.

Marketing The activity includes selling original products (e.g., publications) rather than resale of fundraising merchandise		
Eligibility/OHSAA Forms/Medical Forms/Grade Reports The position includes direct responsibility for collecting forms and verifying information.		
Coordination of Other Staff Other staff must be directly responsible to this person. Does not include the number of individuals with whom the supplemental position holder communicates. This is considered only when there is an assistant with a supplemental position for the same activity and for academic department chairs.		
Public relations The activity includes district-authorized free performances as a means of good will.		
Community organizations partnership A community group has a major relationship with the supplemental group.		
Administrative Responsibilities (8 Maximum Points)		

Scale and Scope of Performance/Production/Competition: Level and scope are considered only for supplemental positions which involve productions, performances, or competitions. Providing an after school study group would have the same duties and responsibilities at any level.

Scale of performance/production/competition: Mark each category that applies below.

Early Childhood through 6 th	0 Pt.	Junior High	1 Pt.	Freshman	2 Pt.	High School	3 Pt.
<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	

Scale of performance/production/competition: Mark each category that applies below.

Two Levels	1 Pt.	Three levels	2 Pt.	Four levels	3 Pt.
<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	

Program scope points are based on combinations of levels as listed above. Involvement at each level must be direct, and the individual must be actively "in charge" beyond observing or "scouting." Program scope points are not used when there are distinct supplementals at more than one level (e.g., person with high school newspaper supplemental would not get program scope points even if routinely visiting junior schools to share the high school's paper).

Scale of performance: Scope (6 maximum points)

Academic Administrative Responsibilities:

Academic Instruction: Continuation of academic instruction which includes lesson plans and teaching that cannot be done during the school day for a credit class. This does not include opening labs for students to meet deadlines, requiring students at performances, study sessions, or attendance at plays as part of their grade.	7 points <input type="checkbox"/>
Academic Administrative Responsibilities (Maximum 7 Pt.)	

Proposal for Supplemental Position (continued)

Qualifications: Mark each category that applies below.

Required certification/license The position requires specific certification or license (e.g., athletic training). <p style="text-align: center;">1 Pt.</p> <p style="text-align: center;"><input type="checkbox"/></p>	Required special training Being in charge of this supplemental requires special training or special expertise (e.g., operation of equipment, knowledge of rules), and someone without the training could not carry out the responsibilities of this supplemental. <p style="text-align: center;">1 Pt.</p> <p style="text-align: center;"><input type="checkbox"/></p>	Experience in the activity Background in the activity is required—experience necessary for the successful execution of this supplemental. It is not specific to an individual and considered only for "head" positions. <p style="text-align: center;">1 Pt.</p> <p style="text-align: center;"><input type="checkbox"/></p>
--	--	--

Qualifications: (Maximum 3 points)

Number of students/faculty: Specify the numbers for each category below.

Number of Students		Number of Faculty	
Students		Faculty	
13-30 Students	1 Pt.	6-10 Faculty	1 Pt.
31+ Students	2 Pt.	11+ Faculty	2 Pt.
The number of faculty and/or students for which the supplemental holder is directly involved (ordering, scheduling, communicating, delegating, supervising, not the total enrollment or staff of a building or grade level. Academic Department chairs are given points in this category and under grade level/department chairs.			

Number of Students/Faculty: (Maximum 4 points)

Unusual (hazardous) working conditions: Explain Below:

Equipment regularly operated or used: Explain Below.:

List Funding Sources and Amounts Below:

By submitting, you certify that the above information is accurate and complete to the best of your knowledge.

Proposal Submitted By	
Administrator	
Sponsoring Group	
Contact Information	
Committee Scoring/Date	

Supplemental Categories

Supplemental pay categories for assistant positions are based on the head supplemental pay category.

Head Supplemental/Varsity Head Coach	H-7 or more	H-6 or Less
Assistant to Supplemental/Varsity Assistant, Reserve, Sophomore	H-2	H-1
Freshman Head Coach	H-3	H-2
Seventh/Eighth Grade Head Coaches, Freshman Assistant	H-4	H-3
Seventh/Eighth Grade Assistant	H-5	H-4

POINT TO CATEGORY CHART		
Points	Category	Pay
<4	I	
4-6	II	
7-9	III	
10-12	IV	
13-15	V	
16-18	VI	
19-21	VII	
22-24	VIII	
25-27	IX	
28-30	X	
>30	XI	

Lakota Local Schools

Supplemental Position

New supplemental positions, reinstatement of suspended supplemental/stipend positions or revisions to existing supplemental positions may be proposed. Positions proposed for a building activity must be submitted to the Principal of that building, and positions for a district-wide activity must be submitted to the Assistant Superintendent. Each proposal will be forwarded within ten work days to the Superintendent or designee with a recommendation. Approved positions will be posted and filled consistent with the current Board/LEA master agreement. Approval will indicate completion of the activity for the current school year only. Notice of disapproval will include reason(s), and disapprovals may be appealed by resubmitting an application addressing the reason(s) for disapproval. See the guidelines for user fees below. Provide all information requested below. Incomplete applications will be returned.

USER FEE GUIDELINES

1. "User fees" in these guidelines refers to the cost for an extra-curricular or co-curricular student activity or event which is provided by funding outside the school district. A "user fee" may include:
 - (a) A fee paid by an individual student to participate in the activity;
 - (b) Sponsorship with costs paid by a parent group or other group outside the school district; or
 - (c) A combination of the above
2. "New supplemental positions" in these guidelines refers to positions which have not previously existed as well as those which previously existed but are no longer a part of the Board/LEA master agreement.
3. A parent group wishing to sponsor a student activity shall submit a proposal to start or continue the activity. The proposal shall be submitted to the Principal of the school (or the Assistant Superintendent for a district activity). Within ten work days, the Principal or Assistant Superintendent will recommend disposition to the Superintendent.
4. The recommendation shall include the salary or index for supplemental pay, extended time, or hourly rate following Board policy and the Board/LEA master agreement and considering:
 - A. Duration of the program or activity
 - B. Frequency of meetings, practices, or performances
 - C. Number of weekend, evening, and holiday commitments
 - D. Special training or qualifications of the faculty sponsor
 - E. Scale of the production, performance, competition
 - F. Number of students involvedSalary for a position not in the current master agreement shall be based on an index established following review of the position by a standing subcommittee of Board/LEA negotiating team members.
5. Upon activity approval, the Principal or Assistant Superintendent shall post a supplemental position vacancy. Applicants shall be considered and selected according to district procedures consistent with the Board/LEA master agreement.
6. Approval will assure completion of the activity for the current school year only. A new application shall be required to continue the activity for the following year (by August 1 for resuming an activity at the start of the school year).
7. A person employed to conduct a student activity listed in the Board/LEA master agreement shall be employed through the school district.
8. The cost for a student activity shall be paid in full prior to starting or continuing the activity.
9. User fees are determined by the cost of the supplemental contract for staff time. Transportation costs required for the activity may be included as appropriate. User fees shall not include facility use, equipment, or uniform costs.
10. For a group-sponsored activity which includes admission charges and/or other receipts, the sponsoring group shall assume responsibility for collecting receipts and depositing them with the district Treasurer for the general (activity) fund.
11. For an activity not group-sponsored, the supplemental position employee shall assume responsibility collecting student fees and depositing them with the district Treasurer for the general (activity) fund.

12. Provision for fees of students unable to pay shall be made by the sponsoring parent group which will determine students to be supported and provide the financial support.
13. A sponsoring group may not select for funding among the events of an activity (e.g., performance but not practice).
14. Corporate sponsorship of student activities shall be permitted through a recognized school support group commencing in the 1996-97 school year. The school support group may decline any corporate sponsorship. All sponsorship shall be subject to review and approval of a district representative.
15. Written notice of disapproval of a requested student activity shall include reason(s) for the disapproval. The disapproval may be appealed to the Principal or Assistant Superintendent by resubmitting an application addressing the stated reason(s) for disapproval.

Lakota Local Schools
and
Life Management Systems
Employee Assistance Program
A Service of HealthSpan

Life seems to get more complex and stressful each day. Most of the time, you're able to manage the problems and challenges you face. Once in a while, life's difficulties are so upsetting, or so numerous, that solving them yourself just doesn't seem possible. That's why we're here....

Here's how your Employee Assistance Program (EAP) works:

- ◆ This service is confidential. Your employer will not know you are using this program. Your health insurance company will not be notified. No one will be billed. We do not charge any fees.
- ◆ The Board of Education has prepaid for up to six (6) counseling sessions per concern. Our staff is made up of Masters and Doctoral level professionals.
- ◆ **Any** individual living in your household, and any legal dependent of an employee, can access the service.
- ◆ We provide assessment and short-term counseling, but we also connect people to services outside of the EAP such as psychiatric/ psychological services, drug and alcohol treatment programs, legal services, and financial services.
- ◆ If you are looking for a specialized provider or program, we can help with referrals to physicians, drug/alcohol treatment programs, financial services, attorneys, and others.
- ◆ We have multiple convenient locations throughout Ohio and Northern Kentucky, as well as throughout the U.S.
- ◆ We have convenient local or toll-free phone numbers to schedule appointments for all of our office locations.
- ◆ 24-hour emergency access is available through either phone number.



Call (513) 551-1500 or 1-800-733-0257
Available 24 hours per day, 365 days per year,
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Lakota Local Schools

Faculty/Staff Advisory Committee Minutes

Building _____ Faculty/ _____ Staff Committee

Meeting Date _____ Time _____ Location _____

Participants:

Statement of concern/issue:

Discussion (brief summary):

Resolution/Plan for resolution:

Statement of concern/issue:

Discussion (brief summary):

Resolution/Plan for resolution:

Statement of concern/issue:

Discussion (brief summary):

Resolution/Plan for resolution:

Statement of concern/issue:

Discussion (brief summary):

Resolution/Plan for resolution:

(Attach pages as necessary, using the prescribed format) Distribution: Faculty/Staff (post), LEA President, LSSA President (if staff committee), Superintendent)

Lakota Local Schools

LEA Sick Leave Bank Application for Use

Date _____

Employee ID Number _____

Printed Name _____

Base Location _____

Home Phone _____ Cell Phone _____

Home Address _____

1. Date of last day at work prior to illness _____

2. Date projected to return _____

3. Days requested _____

Explanation/Nature of illness _____

Note: A medical statement from a licensed physician must accompany this application. Said statement must be dated and signed by the physician; must explain the cause of the extended illness/disability; verification of work days missed; date employee is permitted to return to work on a restriction-free basis. Without the documentation, this application will not be considered. (The maximum number of days a bargaining unit member may request is 30 sick leave bank days.)

Completed application along with medical stamen should be turned in to Human Resources.

For SBC use: _____ days have been approved

_____ Disapproved Reason _____

Authorized Signature

Lakota Local Schools

LEA Sick Leave Bank Authorization Form

Date _____

I, _____, authorize the Treasurer to withdraw one day of my sick leave days and credit it to the sick Leave Bank in my name.

Furthermore:

In consideration of the benefits of participating in the Bank, each applicant for membership in the Bank and for the benefits in the Bank, as a condition to such application, agree in writing substantially as follows:

I specifically acknowledge and agree that the granting of days from the Sick Leave Bank shall be at the sole discretion of the Sick Leave Bank Board. All decisions of the Sick Leave bank Board will be final and binding and not subject to the grievance procedure. I further agree to abide by such decision and to indemnify and hold harmless the Lakota Board of Education, the Lakota Education Association, the Sick Leave Bank Board, and all agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against them with respect to a decision made by any of them concerning this application.

Teacher's Signature

Employee Id Number

School Assignment

Submit one (1) copy of this authorization form to the Treasurer's office.

Lakota Local Schools

Documentation of Oral Reprimand

Name of Employee _____

Position _____

Date _____

Location: _____

Name of Supervisor: _____

Employee Accompanied by: _____

Section for Supervisor: Briefly state the problem or incident, indicating the discussion which occurred in a meeting with the teacher and a representative of his/her choice.

(If additional space is needed, use other side.)

What is the expectation for future situations?

A copy of this record will become a part of the personnel file.

DATE _____ SUPERVISOR'S SIGNATURE _____

DATE _____ TEACHER'S SIGNATURE _____

_____(CHECK IF TEACHER'S RESPONSE IS ATTACHED)

At the request of the bargaining unit member, all copies of documentation of an oral reprimand shall be returned to the member after two years without an occurrence similar to the occurrence which originally resulted in the oral reprimand.

Lakota Local Schools

LEA Job Share Application

Partner Name _____ AM or PM

Partner Name _____ AM or PM

School _____ Grade/Subject Assignment _____

Date of Proposal _____

Please address how each of you will address the following areas:

Planning Time/Duty Assignments:

Over Lap Time:

Communications – (i.e. – with partner, administrators, team members, and parents):

Meetings – (i.e. – parent conferences, faculty, IEP/SST, professional days):

Classroom Discipline/Discipline Plan:

LEA Job Share Application (continued)

Grading/Student Records (e.g. – progress reports, report cards):

Other responsibilities specific to your assignment that may arise during the year (e.g. – special education case loads, field trips, etc.):

Partner Signature:

Partner Signature:

Principal/Immediate Supervisor Signature:

Human Resources :

Application Approved:

Application Denied:

Lakota Local Schools

Job Share Assessment

Teacher's Reflective Statement

Teacher's Name: _____

Partner's Name: _____

Reflective Statement of Teacher

Describe the positive results of the Job Share for students and partner:

What was learned from this Job Share?

Changes for consideration for future Job Share opportunities:

Teacher Signature: _____ Date _____

Administrator Signature: _____ Date _____

(Signature represents completion of the job share assessment process, not necessarily consensus.)

Job Share Assessment (continued)

Administrative Assessment Report

Job Share Partner Names: _____

Evaluator's Name: _____

Evaluator Summary

[Empty box for Evaluator Summary]

Teacher Signature: _____

Date _____

Administrator Signature: _____

Date _____

(Signature represents completion of the job share assessment process, not necessarily consensus.)

Lakota Local Schools

Family Medical Leave Act

The Family Medical Leave Act (FMLA) applies to employers who employ 50 or more employees and public agencies.

In accordance with Federal law, the board shall provide up to twelve (12) weeks of unpaid FMLA leave in any twelve (12) month period to eligible professional staff members for the following reasons:

- A. The birth of a child and/or the care of a newborn child within one (1) year of the child's birth;
- B. The placement of a child with the staff member by way of adoption or foster care and/or to care for the child within one (1) year of the child's arrival;
- C. The staff member is needed to care for a spouse, son, daughter, or parent if such individual has a serious health condition;
- D. The staff member's own serious health condition prevents him/her from performing the functions of his/her position; or
- E. Any qualifying exigency (as defined in applicable Federal regulations) arising out of the fact that the staff member's spouse, son daughter, or parent is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces ("Qualifying Exigency Leave"). Covered active duty means duty during deployment with the Armed Forces to a foreign country.

The FMLA also requires covered employers to continue health benefits coverage during the leave. During this time, the covered employee is responsible for his/her share of the employee's healthcare contribution. After completion of the leave, the employee must be restored to the same or equivalent position.

Employee Eligibility:

To be eligible for FMLA leave, an employee must work for a covered employer and:

- A. Have worked for the employer for at least 12 months
- B. Have worked at least 1,250 hours during the 12 months prior to the start of the FMLA leave; and
- C. Work at a location where at least 50 employees are employed at the location or within 75 miles of the location.
- D. When the need for leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment, an employee must give at least 30 days notice. If 30 days notice is not possible, an employee is required to provide notice "as soon as practicable."

Lakota Local Schools

LEA Sabbatical Leave Application Form

(Please return completed application to Principal or immediate supervisor.)

Name _____ Phone _____

Address _____
(Number . Street . City . State . Zip Code)

Birth Date _____ Employee ID: _____

Total Number of Years Taught _____ Years Taught in LLSD _____

Building _____ Grade or Subject _____

Degree(s) held: B.S. _____ B.A. _____ M.A. _____ PH.D. _____

Major Field of Study _____

Minor Field of Study _____

Requesting a Sabbatical for:

- a) _____ First Semester – School Year 20 _____
- b) _____ Second Semester – School Year 20 _____
- c) _____ Both Semesters – School Year 20 ____ / ____

Reason for Sabbatical: Further education _____ Research _____

Please complete the following application sheets stating the professional goals and the course of study you will be pursuing during your sabbatical. Include the purpose of your leave and state how it will benefit the vision of the Lakota Local School District.

Received by:
Principal/Supervisor: _____ Date: _____

Superintendent: _____ Date: _____

Approved / Not Approved
Superintendent: _____ Date: _____

LEA Sabbatical Leave Application Form (continued)

PERSONAL BACKGROUND:

State education and work completed since earning your Bachelor's degree (no more than one page). Also identify your involvement at the Lakota Local School District and building level in the area for which you are requesting the leave. Although not required, it is strongly suggested that references be sought from building and District personnel supporting your request for sabbatical leave.

PURPOSE OF YOUR LEAVE:

Supportive evidence (no more than one page) identifying an expressed need at the District and/or your building level which should be provided. State how this leave will benefit the Lakota Local School District (no more than one page). Specifically state what commitments you will make in order to ensure that the Lakota Local School District will realize these benefits (e.g., teacher exchange courses, in-service programs, committee work).

EDUCATION:

When applicable, list courses, as indicated below.

Course No.	Course Title	No. Credits	Name of University
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RESEARCH:

Name of University/Supporting Agent _____

Professor/Coordinator _____ pages).

Outline of the proposed project (no more than two pages).

Please obtain approval from professor/coordinator prior to submission of Sabbatical leave Request.

LEA MEMORANDUM OF UNDERSTANDING

"7-12 Workday"

The Board and the Association agree that the following provisions shall govern the high school and junior school teacher workday and shall supersede conflicting provisions of Article XII, Section 12.05 to the extent that such Sections conflict with the language of this Memorandum of Understanding.

At the High School Level (Grades 9-12):

- For the 2011-12 school year, the school day shall be divided into seven (7) periods each day of the week. Teachers shall teach no more than six (6) periods and shall be provided one daily planning period equal in length to one (1) class period.
- Teachers in core subjects (English, math, science, social studies) shall have a total caseload not to exceed 165 students. Teachers of foreign languages shall have a total caseload not to exceed 170 students.
- Teachers having four or more preparations (different courses taught) shall be assigned fifth period planning, a second planning period, or study hall.
- Teachers may be assigned non-instructional duties in lieu of a teaching period. These duties shall be educationally valid and not arbitrary or capricious.

At the Junior School Level (Grades 7-8):

- For the 2011-12 school year, the school day shall be divided into seven (7) academic periods each day of the week. Teachers shall teach no more than six (6) periods and shall be provided one daily planning period equal in length to one (1) class period and have one 30-minute non-instructional duty period.
- Teachers in core subjects (English, math, science, social studies) shall have a total caseload not to exceed 165 students.
- Teachers may be assigned non-instructional duties in lieu of a teaching period. These duties shall be educationally valid and not arbitrary or capricious.

This Memorandum of Understanding shall be subject to the Grievance Process of the Current Master Agreement between the Lakota Local Board of Education and the Lakota Education Association (Article IV) and shall expire on June 30, 2012.

For the Board

Joan Powell 5/25/11
Joan Powell, President of the BOE Date

For the Association

Sharon Mays 5/27/11
Sharon Mays, President Date

Any memorandum of understanding is subject to review and approval by the LEA Executive Committee and Counsel for the Board of Education.

LEA MEMORANDUM OF UNDERSTANDING

"Tuition Reimbursement, Entry Year Teacher and Flex-Time"

It is recognized by the Lakota Board of Education "BOE" and by the Lakota Education Association "LEA"; the following memorandum shall be in effect from July 1, 2011 to June 30, 2014.

Tuition Reimbursement -

Articles XII and XVIII

- Section 12.0702 of the Agreement, which relates to the employment of Instructional Aides, shall be suspended.
- Section 18.0701 of the Agreement, which relates to Tuition Reimbursement for Teachers, shall be suspended contingent upon the Board suspending Administrative Tuition Reimbursement.
- Section 18.0801 of the Agreement, which relates to the Teacher Development Fund, shall be suspended contingent upon the Board suspending the Administrative Development Fund. While no new funds shall be set aside for the purpose, any funds remaining from previous year shall remain available for use as delineated in the remainder of Section 18.08.

Entry Year Teacher and Mentoring –

Article XX

- It is recognized that there is value to District Implementation of Entry Year Teacher programs for teachers new to Lakota and for teachers new to the profession of teaching. The parties share mutual interests in this area which include:
 1. Provide each Entry Year Teacher with a District orientation and training to support teaching and professional growth.
 2. Designate for each Entry Year Teacher a Teacher-Mentor to enforce and further the goals of orientation and training; and
 3. Assure Teacher-Mentor participation in training and documentation of roles in training and follow-up.
- It is a joint effort to design, develop, and recommend guidelines for implementing a District professional development plan incorporating the mutual interests specified above. A joint LEA-Board Task Force on Professional Development Planning has been formed with an equal number of members appointed by the Superintendent and the President of the LEA. The Task Force on Professional Development Planning continues to monitor and advise on the Entry Year Teacher programs and support the following additions to Article XX of the master agreement between the LEA and the Board:
 1. Entry Year Teachers are those teachers new to the District as well as those new to the profession of teaching;
 2. All Entry Year Teachers are required to attend and participate in all induction sessions and all follow-up meetings designed and provided for Entry Year Teachers;
 3. Teacher Mentors with assignments to Entry Year Teachers are required to attend and participate in designated induction sessions and all follow-up meetings designed and provided for Entry Year Teachers;
 4. Each Teacher-Mentor shall conduct a minimum of four observations of the Entry Year Teacher to whom he or she is assigned;
 5. Each Teacher-Mentor shall maintain a log of meetings, observations and conferences with the Entry Year Teacher to whom he or she is assigned;

6. Each bargaining unit member fulfilling the role and requirements throughout the school year shall receive compensation of \$1,000 for a Teacher-Mentor.

Flex Time –

Article XII

- It is recognized that there may be occasions in which additional learning opportunities for students or supervision duty is possible before or after the regular student day. There is an interest in exploring such opportunities by flexing individual bargaining member's regular work schedule within a 7.5-hour workday.
- Individual member schedules may be flexed before or after school to provide students with additional learning opportunities or for supervision duty. This alternate schedule must be agreed upon by the building principal and the individual member and cannot violate any other working conditions as defined in the master agreement.
- Flex time shall not replace existing supplemental positions. All other rights and provisions of the master agreement shall remain in full force.

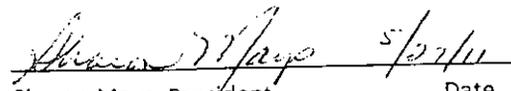
This Memorandum of Understanding shall be subject to the Grievance Process of the Current Master Agreement between the Lakota Local Board of Education and the Lakota Education Association (Article IV) and expiration shall coincide with the expiration of the contract.

For the Board

For the Association



Joan Powell, President of the BOE Date



Sharon Mays, President Date

Any memorandum of understanding is subject to review and approval by the LEA Executive Committee and Counsel for the Board of Education.

LEA MEMORANDUM OF UNDERSTANDING
"Supplemental Contracts"

It is recognized by the Lakota Board of Education "BOE" and Lakota Education Association "LEA"; the following memorandum shall be in effect from July 1, 2011 to June 30, 2014.

- The Employee and supervising Principal are jointly responsible for sending all required documentation to Human Resources. The deadline for submission for activities commencing first semester shall be August 1st. The deadline for activities commencing second semester shall be February 1st. Failure to meet submission deadlines may result in delays in compensation.
- Human Resources shall provide Supplemental contracts for review by the employee no later than November 1 for activities commencing first semester and no later than April 1 for activities commencing second semester. The employee is responsible for reviewing and identifying any inaccuracies in the contract to Human Resources within two weeks of receipt of the contract.
- In some instances, teachers may be assigned time during the workday (duty time) to complete their Supplemental responsibilities. In this instance, two category ratings shall be subtracted from the scoring of the position for each duty period assigned outside the job description.
- The following are comprehensive lists of Supplemental Positions and their categories. These lists supersede the list of Supplementals on pages FA-1 through FA-4 of the Agreement.
- In the Funding Source column in the following tables, "Self-Funded" shall mean either, 1) funds are generated through fund-raising and/or student participation fees, or 2) funds come from a Building's General Fund (001 Account). It is the responsibility of the supervising Principal to determine how the position will be funded, and to inform the activity sponsor about the funding at the time the position is offered to the employee.

Job Code and Title	Category
8002 - DIST SPEC ED COACH	7
8003 - HS ATHL TRAINING COORD	10
8006 - HS ACAD QUIZ TEAM COACH	4
8007 - HS ACAD QUIZ ASST COACH	3
8008 - HS BASEBALL VAR HD COACH	8
8009 - HS BASEBALL VAR ASSTCOACH	6
8010 - HS BASEBALL RESERVE COACH	6
8011 - HS BASKBALL VAR HD CH B/G	9
8013 - HS BASKBALL RESRVE CH B/G	7
8016 - HS BASKBALL V CHEER COACH	6
8017 - HS BASKBALL RSV CHEER CCH	5
8019 - HS CHESS TEAM COACH	4
8021 - HS CRS CNTRY VAR CCH B/G	7
8022 - HS CRS CNTRY V AST CH B/G	5
8024 - HS DIVING COACH	4
8025 - HS FOOTBALL VAR HD COACH	9
8026 - HS FOOTBALL VAR AST COACH	7
8028 - HS FOOTBALL V CHEER COACH	6
8029 - HS FOOTBALL RV CHEER COAC	5
8030 - HS GOLF VAR COACH B/G	6
8031 - HS GOLF RSV COACH B/G	5
8032 - HS GYMNASTICS COACH	7
8033 - HS GYMNASTICS V AST COACH	5
8035 - HS SOC VAR HD COACH B/G	9
8036 - HS SOC VAR AST COACH B/G	7
8037 - HS SOCCER RSV COACH B/G	7
8038 - HS SOFTBALL VAR HD COACH	8

8039 - HS SOFTBALL VAR AST COACH	6
Job Code and Title	Category
8040 - HS SOFTBALL RSV COACH	6
8043 - HS SWIM VAR HD COACH B/G	7
8044 - HS SWIM VAR AST CCH B/G	5
8045 - HS TENNIS HD COACH B/G	5
8046 - HS TENNIS RSV COACH B/G	4
8047 - HS TRACK COACH B/G	9
8048 - HS TRACK AST COACH B/G	7
8049 - HS VOLLEYBALL HEAD COACH	8
8050 - HS VOLLEYBALL V AST COACH	6
8051 - HS VOLLEYBALL RSV COACH	6
8052 - HS WRESTLING VAR HD COACH	9
8053 - HS WRESTLING V AST COACH	7
8054 - HS WRESTLING RSV COACH	7
8057 - FS ATHLETIC DIRECTOR	6
8059 - FS BASEBALL COACH	5
8060 - FS BASKETBALL HEAD COACH	6
8061 - FS BASKETBALL CHEER COACH	5
8062 - FS FOOTBALL HEAD COACH	6
8063 - FS FOOTBALL ASST COACH	5
8064 - FS FOOTBALL CHEER COACH	5
8065 - FS SOFTBALL COACH	5
8066 - FS VOLLEYBALL COACH	5
8067 - FS WRESTLING HEAD COACH	6
8068 - FS WRESTLING ASST COACH	5
8070 - JS ATHLETIC DIRECTOR	10
8072 - JS BASKETBALL 8 COACH B/G	5
8073 - JS BASKBALL CHEER 8 COACH	4
8074 - JS BASKETBALL 7 COACH	5
8075 - JS BASKBALL CHEER 7 COACH	4
8076 - JS CRS CNTRY COACH B/G	4
8077 - JS CROSS CNTRY ASST B/G	3
8078 - JS FOOTBALL 8 HEAD COACH	5
8079 - JS FOOTBALL 8 ASST COACH	4
8080 - JS FOOTBALL CHEER 8 COACH	4
8081 - JS FOOTBALL 7 HEAD COACH	5
8082 - JS FOOTBALL 7 ASST COACH	4
8083 - JS FOOTBALL CHEER 7 COACH	4
8084 - JS GOLF COACH B/G	4
8086 - JS TENNIS COACH B/G	3
8087 - JS TRACK HEAD COACH B/G	6
8088 - JS TRACK ASST COACH B/G	5
8089 - JS VOLLEYBALL 8 COACH	4
8090 - JS VOLLEYBALL 7 COACH B/G	4
8091 - JS WRESTLING HEAD COACH	5
8092 - JS WRESTLING ASST COACH	4
8093 - JS WRESTLING CHEER COACH	4
8094 - SPORTS INFORMATION DIR	10
8096 - BOWLING TEAM HEAD COACH	6
8098 - BOWLING TEAM ASST COACH	5
8099 - HS VOLLEYBALL TRAINING SPEC	5
8205 - SPECIAL ASSIGNMENT	5
8207 - HS AUDITORIUM SOUND & EQUIP COOR	4

8209 - JUNIOR CLASS SPONSOR	4
8211 - MU ALPHA THETA ADVISOR	6
8212 - MULTICULTURAL ENHANCE CLUB	5
8213 - NATIONAL HONOR SOCIETY SPONSOR	5
8214 - HS NEWSPAPER SPONSOR	8
8217 - HS PRINT AND PUBLICATION	3
8218 - RADIO STATION DIRECTOR	9
8232 - JS STUDENT COUNCIL	4
8233 - JS YEARBOOK SPONSOR	3
8235 - ES STUDENT COUNCIL	2
8302 - GRD LVL DEPT CHAIR 3-5 FTE	4
Job Code and Title	Category
8303 - GRD LVL DEPT CHAIR 6-9 FTE	5
8304 - GRD LVL DEPT CHAIR 10-13 FTE	6
8310 - JS NATL HONOR SOCIETY	4
8349 - HS THEATER VOCAL DIRECTOR	4
8350 - HS THEATER ASST DIRECTOR/COORDINATOR	7
8353 - HS COLOR GUARD DIRECTOR	9
8356 - HS MARCHING BAND ASSISTANT DIRECTOR	9
8357 - HS MARCHING BAND DIRECTOR	11
8358 - HS PLAY MUSICAL DIRECTOR	4
8361 - HS THEATER DIRECTOR/COORDINATOR	9
8362 - HS THEATER TECH DIRECTOR	5
8363 - HS THEATER VOCAL DIRECTOR	4
8372 - GRD LVL DEPT CHAIR 14-22 FTE	7
8373 - GRD LVL DEPT CHAIR >22 FTE	8
8376 - HS MARCHING BAND SECTION DIRECTORS	6
8402 - HS JAZZ COMBO DIRECTOR	6
8403 - HS PEP BAND DIRECTOR	4
8404 - HS SPANISH CLUB	5
8405 - HS FRENCH CLUB SPONSOR	4
8406 - HS GERMAN CLUB SPONSOR	4
8408 - HS MOCK TRIAL ADVISOR	5
8409 - HS CHOREOGRAPHER	4
8416 - HS JR STATE OF AMERICA ADVISOR	5
8417 - HS THUNDER CLUB ADVISOR	4
8418 - HS ART CLUB ADVISOR	5
8419 - HS MENTOR COORDINATOR LEHS	2
8426 - HS DANCE TEAM COACH	7
8428 - HS LATIN CLUB ADVISOR	5
8439 - HS WEBSITE COORDINATOR	4
8453 - JS DANCELINER	3
8456 - DRAMA CLUB DIRECTOR	4
8459 - ART CLUB INSTRUCTOR	3
8466 - POWER OF THE PEN	4
8469 - MATH TEAM COACH	4
8482 - CHESS CLUB SPONSOR 7-8	3
8493 - ACADEMIC AWARDS COORD	1
8528 - INTRAMURAL DIRECTOR	3
8588 - ES WEB PAGE MANAGER	3
8616 - ASST DANCE TEAM COACH	5
8618 - LPDC PROFESSIONAL CHAIR	7
8619 - ES ART CLUB SPONSOR	3
8665 - JS TEACHING TEAM LEADER	2

8673 - SCRAPBOOKING SPONSOR	2
8677 - ES CHESS CLUB	3
8712 - DRAMA DIR "ACTS IN EXCELLENCE"	5
8991 - EXT. SERV DYS	0
8992 - EXTRA HOURS	0

This Memorandum of Understanding shall be subject to the Grievance Process of the Current Master Agreement between the Lakota Local Board of Education and the Lakota Education Association (Article IV) and shall expire on June 30, 2014.

For the Board

For the Association

Joan Powell 5/25/11
 Joan Powell, President of the BOE Date

Sharon Mays 5/27/11
 Sharon Mays, President Date

Any memorandum of understanding is subject to review and approval by the LEA Executive Committee and Counsel for the Board of Education.