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10-MED-04-0446
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COLLECTIVE BARGAINING AGREEMENT



Between The

FREDERICKTOWN EDUCATION ASSOCIATION

And The

**FREDERICKTOWN LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

July 1, 2010

To

June 30, 2013

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ARTICLE I

RECOGNITION

1.01 RECOGNITION

The Fredericktown Local School District Board of Education (hereinafter referred to as the Board) recognizes the Fredericktown Education Association (hereinafter referred to as the FEA), affiliated with the North Central Ohio Education Association, Ohio Education Association, and the National Education Association, as the sole and exclusive bargaining representative of teachers, tutors, nurses, licensed/certificated librarians, and guidance counselors employed under regular limited or continuing teaching contracts in matters pertaining to wages, hours, terms and conditions of employment and the continuation, modification or deletion of an existing provision of this Agreement. Members of the bargaining unit are hereinafter referred to as unit members.

Substitutes, educational assistants (aides), home tutors, noncertificated employees, principals, assistant principals, supervisors, athletic director with evaluative responsibility and other confidential, supervisory or management level employees as defined in Section 4117.01 of the Ohio Revised Code are excluded from the bargaining unit. The State Employment Relations Board shall determine any questions concerning the composition of the bargaining unit.

1.02 LENGTH OF RECOGNITION

Recognition of the FEA as the exclusive representative of unit members shall be for the term of this Agreement as provided for in Sections 4117.04(A) and 4117.05(B) of the Ohio Revised Code and will continue thereafter until the FEA is successfully challenged or decertified as provided for in Sections 4117.05 and 4117.07 of the Ohio Revised Code.

ARTICLE II

PROCEDURES FOR CONDUCTING NEGOTIATIONS

2.01 COMMITMENT TO BARGAINING

- A. Scope of Negotiations – The Board shall enter into negotiations with the FEA for the purpose of achieving an agreement covering all matters pertaining to or affecting wages, hours, and terms and conditions of employment and the continuation, modification or deletion of an existing provision of the Agreement.
- B. Directing Requests – Requests to open negotiations shall be in writing and either sent by certified mail or delivered in person to the receiving party. Board requests shall be directed to the FEA President, and FEA requests shall be directed to the Superintendent. A copy shall be filed with the State Employment Relations Board (SERB) by the initiating party.

The initial request shall be made ninety (90) to one hundred twenty (120) days prior to the expiration of the current agreement. The first session shall be arranged by mutual agreement but shall take place within fifteen (15) days of the request to open negotiations. Such meetings shall not be conducted during the regular school day unless an emergency occurs. Both parties must agree to declare such an emergency.

2.02 REPRESENTATION

- A. Negotiating Teams – The Board and the FEA shall be represented by a team of negotiators, not to exceed four (4) members each. Neither party shall have any control over the negotiation or bargaining representatives of the other party. While no final agreement shall be executed without ratification by the FEA and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and to make concessions in the course of negotiations. All negotiations shall be conducted exclusively between the teams, and in executive session. In addition, each party shall be authorized to admit no more than two (2) observers to each meeting.
- B. Consultants – The parties may call upon professional and lay consultants. Such consultants may be used at the discretion of the negotiators. The expense of such consultants shall be borne by the party requesting them.

2.03 INITIAL BARGAINING SESSION

- A. The first bargaining session shall be held for the exchange of fully written proposals and shall establish dates for future sessions.

- B. Once packages are submitted, no new items shall be added unless mutually agreed to.

2.04 WHILE NEGOTIATIONS ARE IN PROGRESS

- A. Progress Reports – Periodic written progress reports may be issued to the public provided that any such release shall have the prior approval of both parties.
- B. Reporting – Interim progress reports may be made to the FEA by its representatives and to the Board by its representatives. Any information derived from such reports shall not be disclosed to the general public.
- C. Good Faith Negotiations – “Good Faith” requires that the FEA and the Board be willing to react to each other’s proposals and give reasons. “Good Faith” obligates the parties’ representatives to meet at reasonable times to deal with each other openly and fairly in an effort to reach an agreement on those matters being negotiated. The obligation to meet does not compel either party to agree on a proposal or make a concession.
- D. Tape Recording – Bargaining sessions may be taped only by mutual agreement.
- E. Information – The Board and the FEA agree to supply available public information that is specifically requested and routinely prepared in a timely fashion. All costs of reproduction shall be assumed by the requesting party.

2.05 NEGOTIATION TIME LIMITS

- A. Caucus – Upon request, either party may caucus for a reasonable period.
- B. Length – Meetings shall not exceed three (3) hours unless extended by mutual agreement.

2.06 AGREEMENT

- A. All tentative agreements shall be reduced to writing and initialed by both parties. Once a tentative agreement is reached, no further discussions shall take place on the issue unless by mutual agreement.
- B. If agreement is reached on all matters being bargained, the tentative agreement shall be reduced to writing and submitted to the FEA for ratification and to the Board for approval. Once ratified, the Board shall take action within sixteen (16) days following the FEA’s action. This Agreement shall then be signed by both parties and become binding.
- C. Further Terms of Agreements – Any agreement reached and accepted by the FEA and the Board shall supersede any contrary or inconsistent terms contained in any individual unit member contracts hereinafter in effect. All future individual unit member contracts shall be made expressly subject to terms of this Agreement.

2.07 IMPASSE PROCEDURES

- A. Pursuant to Section 4117.14(C)(1) and 4117.14(E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedures which supersede the procedures listed in Section 4117.14(C)(2)-(6) and any other procedures to the contrary. This article does not diminish or preclude the FEA's rights under Section 4117.14(D)(2) of the Ohio Revised Code, provided that the procedures herein have been followed.
- B. If agreement is not reached within sixty (60) calendar days after the initial negotiating session held under this article or forty-five (45) calendar days before the expiration of this Agreement, whichever comes sooner, either party may declare a bargaining impasse. Thereupon, the parties shall jointly request the services of a mediator from the Federal Mediation and Conciliation Service. The mediation period shall terminate on the expiration date of this Agreement, unless the parties otherwise agree.
- C. If there are costs for such service, the costs shall be shared equally by the Board and the FEA.

2.08 MISCELLANEOUS

- A. Upon final approval by both the FEA and the Board, two (2) copies of the total agreement shall be signed by the Board President and the FEA President. Both parties shall retain a signed copy of the final agreement.
- B. The Board shall be responsible for typing the final agreement. The FEA and the Board shall be responsible for duplication and distribution of the agreement to unit personnel and Board members.
- C. All present language unless deleted or modified will be incorporated into a successor agreement at such time a successor agreement is ratified and approved.

ARTICLE III

PROFESSIONAL GRIEVANCE PROCEDURE

3.01 DEFINITIONS

- A. Grievance: A “grievance” is defined as an alleged misapplication, misinterpretation, or violation of only the specific and express written provisions of this Agreement.
- B. Grievant: is a unit member who files a grievance, or in the event of a group grievance, the FEA.
- C. Days: means workdays during the regular school year. During the summer months, “days” means calendar days excluding Saturdays, Sundays, and legal holidays and administrative non-workdays.

3.02 GENERAL PROVISIONS

- A. Time Limits: The number of days indicated at each level shall be considered maximum, and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual written agreement. Failure of the Board to process a grievance within the time limits specified shall permit the grievant to proceed to the next step. Failure of the grievant to initiate the grievance or appeal a decision within the time limits specified shall result in the grievance being deemed waived and void.
- B. Representation: The unit member has the right to have a representative present at any formal meeting. Such representative may be an FEA representative.
- C. Written Decisions: Except at the informal level, all decisions rendered, at all levels of the grievance procedure, shall be in writing, setting forth the decision and shall be transmitted promptly to all parties.
- D. Reprisals: No reprisals of any kind shall be taken by the Board or any of its agents against any grievant, any representative, any member of the FEA, or any other participant in the grievance procedure by reason of such participation. Similarly, no reprisals of any kind shall be taken by the grievant, his representative of the FEA against the Board, or any of its agents.

3.03 PROCEDURE

- (Step 1) The grievant shall first discuss the grievance with the lowest level administrator who has the authority to resolve the issue. If the issues involve unit members in

more than one building, the grievance shall be directly filed with the Superintendent. This meeting shall be on an informal basis.

- (Step 2) If the discussion does not resolve the grievance to the satisfaction of the grievant, the aggrieved may file a written grievance with the building principal within thirty (30) days following the act or condition which is the basis of the grievance. The grievant shall be granted a conference to be conducted within five (5) days after the immediate supervisor's receipt of the request. The grievant shall be advised in writing of the time, place and date of such conference. The action taken shall be reduced in writing and copies sent to the individual, President of the FEA, and Superintendent.
- (Step 3) If the action taken by the building principal does not resolve the grievance, the aggrieved may appeal in writing to the Superintendent and request a conference. Failure to file such appeal within five (5) days from receipt of the written disposition at Step 2 shall constitute a waiver of the right to appeal. Upon request, a conference shall be conducted by the Superintendent within five (5) days. The Superintendent shall address the grievance, in writing, within five (5) days after the conclusion of the conference. Copies of the written disposition shall be sent to the grievant, building principal, and FEA President.
- (Step 4) If the action taken by the Superintendent does not resolve the grievance, the aggrieved may appeal the grievance to the Board within ten (10) days of receipt of the written Step 3 disposition. The appeal to the Board shall be in writing and filed with the Board Treasurer. The Board Treasurer shall place the item on the agenda for the next regular meeting of the Board. If it chooses to do so, the Board may conduct a special meeting to deal with the situation. The grievant shall be assured the right to present his/her case and argument with representation before the Board.

The Board shall act on the appeal no later than the next regular Board meeting following the Board meeting at which the grievance was received. The Board's action shall be based upon the recommendation of the Superintendent and the arguments presented by or on behalf of the unit member. The Board shall notify the aggrieved in writing of its decision within ten (10) days following the Board meeting during which the decision is made on the grievance. Copies of the action shall be sent to the grievant, building principal, Superintendent, and FEA President.

- (Step 5) If the grievant is not satisfied with the disposition of the grievance at Step 4, the grievant may request a hearing before an arbitrator. The grievant's request for arbitration shall be made within five (5) days following the receipt of the disposition of the grievance by the Board. The grievant's request for arbitration shall be by certified mail with return receipt requested to the Superintendent.
- A. Such request for advisory arbitration of the grievance shall specify the act or condition upon which the grievance is based, the names and addresses of the parties, the contractual clause(s) alleged to have been misapplied, and the remedy sought. Within five (5) days following receipt of the grievant's request for arbitration, the Superintendent (or designee) and the

grievant or his/her representative shall attempt to mutually agree on a third party to hear the case and render an advisory opinion. If such mutual agreement cannot be made within five (5) days, the parties may mutually petition the American Arbitration Association (AAA) to provide both parties with a list or lists of names in which an arbitrator will be selected and notified in accordance with the AAA's Voluntary Labor Arbitration Rules.

- B. Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the AAA's Voluntary Labor Arbitration Rules. If the parties mutually agree, the AAA's Expedited Labor Arbitration Rules may be used.
- C. The arbitrator shall hold the necessary hearing promptly and issue the decision. The decision shall be in writing and a copy sent to both parties. The decision of the arbitrator shall be advisory only.
- D. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining contract, or add to, detract from, modify the language therein in arriving at his/her decision concerning any issue. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for advisory arbitration and shall have no authority to decide any other issue(s) not submitted.
- E. The cost of the arbitrator and the services of the AAA shall be borne by the losing party. However, in the event the arbitrator renders a decision in which neither party is clearly identified as the loser, such costs shall be borne by both parties according to a distribution of costs received by the arbitrator.
- F. Any other expenses resulting from the arbitration shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses except where it is agreed that such hearing is during a witness's regular hours of employment.

See Appendix A, pp. 57-58.

ARTICLE IV

BOARD AND ASSOCIATION RIGHTS

- 4.01 Exclusive recognition shall entitle the FEA to the following organizational rights:
- A. Use of designated building bulletin boards in each unit members' lounge and the unit members' workroom for FEA information.
 - B. Right of the FEA President (or designated representative) to make brief announcements at the conclusion of staff meetings.
 - C. Use of the school public address system for FEA meeting/information announcements during non-student contact time.
 - D. Use of staff mailboxes for distribution of FEA information.
 - E. The FEA President shall be provided with the agenda, together with public records provided to Board members, of all regularly scheduled and special Board meetings. The FEA shall be responsible for picking up the packet at the Board office. The packet will not include items that are confidential in nature and not subject to disclosure as public records.
 - F. The FEA President shall be provided with the minutes of all Board meetings at no cost to the FEA.
 - G. The FEA shall have the right to use school buildings and facilities during non-school hours without charge for meetings held during the custodian's scheduled work time so long as such meetings do not interfere with other building activities. The FEA shall make arrangements with the Superintendent and/or building principal(s) for such use at least twenty-four (24) hours prior to any proposed meeting(s). The Association shall use the building according to Section 3313.79 of the Ohio Revised Code with no rental charge except reimbursement to the Board for custodial overtime wages.
 - H. A representative of the FEA will be permitted to address the Board at each regularly scheduled Board meeting during the committee reports agenda item.

Except by agreement, the FEA comments will be limited to ten (10) minutes and will not include pending grievances or issues that should be resolved or concern the collective bargaining process.

4.02 RIGHT TO ORGANIZE

All teachers shall have the right to join or not to join any organization for their professional or economic improvement and membership in any organization or payment of dues or fees to any such organization shall not be a condition of employment or continued employment.

4.03 ASSOCIATION LEAVE

The Board will allow an aggregate of six (6) days' Association Leave, with pay, for the express use of conducting FEA business. These days shall include attendance at the OEA Representative Assembly. Such leave shall be automatically granted if verified by the FEA President as being appropriate. No more than two (2) members from the same building may use Association Leave at the same time.

4.04 FAIR SHARE FEE

A. Right to Fair Share

1. Payroll Deduction of Fair Share Fee

The Board shall deduct from the pay of unit members who elect not to become or to remain members of the FEA a fair share fee for the representation of such non-members each school year. (No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the FEA's work in the realms of collective bargaining.)

2. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee (which shall not be more than 100% of the unified dues of the FEA), shall be transmitted by the FEA to the Board Treasurer on or before September 15 of each year for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the FEA.

3. Schedule of Fair Share Fee Deductions

Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15 annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

sixty (60) days' employment in a unit position or

January 15

Upon Termination of Membership During the Membership Year

The Board Treasurer shall, upon notification from the FEA 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. The deduction shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.

4. Transmittal of Deductions

The Board further agrees to accompany each such transmittal with a list of the names of the unit members for whom all such deductions were made, the period covered, and the amounts deducted for each.

5. Procedure for Rebate

The FEA represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each unit member who does not join the FEA and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

6. Entitlement to Rebate

Non-members may apply to the OEA for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the OEA.

7. Indemnification of Board

The FEA shall indemnify the Board for any costs associated with the Board's compliance with this Agreement. This shall include any litigation costs. The FEA reserves the right to designate counsel to represent and defend the Board. However, this provision shall not prevent the Board from employing its own counsel, at its own expense, to assist in such representation. Furthermore, the FEA agrees that counsel it designates shall accept and act upon the Board's reasonable instructions and recognize his/her primary obligation to his/her client. In no event shall the FEA impose such representation upon the Board as will create or foster a conflict of interests.

4.05 BOARD RIGHTS

Except as specifically abridged, delegated, granted, or modified by a specific and express term of this Agreement, the Board hereby retains its legal authority which shall include, but not be limited to, the right to: determine matters of inherent managerial policy which

include, but are not limited to areas of discretion or policy such as the functions of programs of the Board, standards of services, its overall budget, utilization of technology and organizational structure; direct, supervise, evaluate, and hire employees; maintain and improve the efficiency and effectiveness of school operations; determine the overall methods, process, means, or personnel by which school operations are to be conducted; suspend, discipline, demote, or discharge for just cause; or lay off, nonrenew, transfer, assign, schedule, promote, or retain employees; determine the adequacy of the work force; determine the overall mission of the school district as an educational unit; effectively manage the work force; take actions to carry out the missions of the school district; and the Superintendent's right to direct, assign, supervise, evaluate, schedule, and transfer employees. The Board's and the Superintendent's exercise of the foregoing management rights requires neither prior negotiation with nor agreement of the FEA, except as the foregoing affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of the Agreement.

4.06 CONFERENCE COMMITTEE

- A. The Superintendent (and/or designated representative) and the FEA agree to establish a Labor/Management Relations Committee to confer on issues of mutual concern.

The purpose of the Committee shall be to aid in communications between both parties. Its procedures shall consist of informal discussions aimed at clarifying issues or answering questions. The discussion held by this Committee shall not be construed as negotiations or as an official decision-making process. The discussions of this Committee shall not result in modifications or additions to this Agreement.

- B. This Committee shall consist of representatives of both the FEA and the Board.

The Superintendent and/or designee and the three (3) building principals will serve on the Committee: The FEA President (and/or designee) and one (1) member from each building, selected by the FEA President, will serve on the Committee. The Superintendent (or designee) will chair the Committee.

- C. Either party can request a meeting of the Committee. Arrangements are to be made in advance and an agenda shall be submitted with the request. Matters taken up at the conference shall be limited to those included in the agenda.
- D. The meeting shall be held at times and places mutually agreed upon within seven (7) calendar days after the request. An extension of this timetable may be made if both parties agree.
- E. A joint statement prepared and agreed to by the FEA representatives and the Board representatives will be made at the conclusion of each Committee meeting. The Committee reports will be sent to all concerned parties.
- F. Prior to a building level issue coming to the Conference Committee, the issue must first be raised at the building level with the Building Advisory Committee.

The role of the Building Advisory Committee shall be to improve and to facilitate communications among the staff on matters involving the operation of the school. The Building Advisory Committee shall be composed of three (3) members, two (2) of whom are current FEA members, who have been employed in the District for at least one (1) year. One (1) Building Advisory Committee member shall be the building's FEA-appointed representative on the Conference Committee. The remaining two (2) members shall be appointed in August by the building principal to serve for one (1) year, with the further understanding that the FEA Executive Committee must approve at least one (1) of these remaining members. The building principal will notify the FEA President in writing of the two (2) appointees by not later than August 15, and the FEA will likewise notify the principal in writing of the FEA-appointed representative on the Conference Committee by not later than August 15.

The Building Advisory Committee shall hold monthly meetings at the request of either party. Their recommendations will be reported at building meetings or through bulletins. Unit members shall be given student-parent handbooks and unit member handbooks each year and may make suggestions for changes in these handbooks through the Building Advisory Committee.

ARTICLE V

COMPENSATION AND BENEFITS

5.01 SALARY INDEX

	BA	BA+8	BA+16	150 HOURS	MA	MA+15	MA+30
Step 0	1.0000	1.0200	1.0350	1.0500	1.1500	1.1800	1.2100
Step 1	1.0500	1.0700	1.0850	1.1000	1.2000	1.2300	1.2600
Step 2	1.1000	1.1200	1.1350	1.1500	1.2500	1.2800	1.3100
Step 3	1.1500	1.1700	1.1850	1.2000	1.3000	1.3300	1.3600
Step 4	1.2000	1.2200	1.2350	1.2500	1.3500	1.3800	1.4100
Step 5	1.2500	1.2700	1.2850	1.3000	1.4000	1.4300	1.4600
Step 6	1.3000	1.3200	1.3350	1.3500	1.4500	1.4800	1.5100
Step 7	1.3500	1.3700	1.3850	1.4000	1.5000	1.5300	1.5600
Step 8	1.4000	1.4200	1.4350	1.4500	1.5500	1.5800	1.6100
Step 9	1.4500	1.4700	1.4850	1.5000	1.6000	1.6300	1.6600
Step 10	1.5000	1.5200	1.5350	1.5500	1.6500	1.6800	1.7100
Step 11	1.5500	1.5700	1.5850	1.6000	1.7000	1.7300	1.7600
Step 12	1.5500	1.5700	1.5850	1.6500	1.7500	1.7800	1.8100
Step 13	1.5500	1.5700	1.5850	1.6500	1.8000	1.8300	1.8600
Step 15	1.6000	1.6200	1.6350	1.7000	1.8500	1.8800	1.9100
Step 20	1.6500	1.6700	1.6850	1.7500	1.9000	1.9300	1.9600
Step 25	1.7000	1.7200	1.7350	1.8000	1.9500	1.9800	2.0100
Step 27	1.7500	1.7700	1.7850	1.8500	2.0000	2.0300	2.0600

5.02 SALARY SCHEDULE

A. Effective July 1, 2010, the BA, Step 0 base salary shall be \$30,111.00 (0% w/steps).

	BA	BA+8	BA+16	150 HRS	MA	MA+15	MA+30
0	30,111	30,713	31,165	31,617	34,628	35,531	36,435
1	31,617	32,219	32,671	33,122	36,134	37,037	37,940
2	33,122	33,725	34,176	34,628	37,639	38,542	39,446
3	34,628	35,230	35,682	36,134	39,145	40,048	40,951
4	36,134	36,736	37,187	37,639	40,650	41,554	42,457
5	37,639	38,241	38,693	39,145	42,156	43,059	43,962
6	39,145	39,747	40,199	40,650	43,661	44,565	45,468
7	40,650	41,252	41,704	42,156	45,167	46,070	46,974
8	42,156	42,758	43,210	43,661	46,672	47,576	48,479
9	43,661	44,264	44,715	45,167	48,178	49,081	49,985
10	45,167	45,769	46,221	46,672	49,684	50,587	51,490
11	46,672	47,275	47,726	48,178	51,189	52,092	52,996
12	46,672	47,275	47,726	49,684	52,695	53,598	54,501
13	46,672	47,275	47,726	49,684	54,200	55,104	56,007
15	48,178	48,780	49,232	51,189	55,706	56,609	57,512
20	49,684	50,286	50,737	52,695	57,211	58,115	59,018
25	51,189	51,791	52,243	54,200	58,717	59,620	60,524
27	52,695	53,297	53,749	55,706	60,223	61,126	62,029

B. Effective July 1, 2011, the BA Step 0 base salary shall be \$30,563.00 (1.5% w/steps).

	BA	BA+8	BA+16	150 HRS	MA	MA+15	MA+30
0	30,563	31,174	31,633	32,091	35,147	36,064	36,981
1	32,091	32,702	33,161	33,619	36,676	37,592	38,509
2	33,619	34,231	34,689	35,147	38,204	39,121	40,038
3	35,147	35,759	36,217	36,676	39,732	40,649	41,566
4	36,676	37,287	37,745	38,204	41,260	42,177	43,094
5	38,204	38,815	39,273	39,732	42,788	43,705	44,622
6	39,732	40,343	40,802	41,260	44,316	45,233	46,150
7	41,260	41,871	42,330	42,788	45,845	46,761	47,678
8	42,788	43,399	43,858	44,316	47,373	48,290	49,206
9	44,316	44,928	45,386	45,845	48,901	49,818	50,735
10	45,845	46,456	46,914	47,373	50,429	51,346	52,263
11	47,373	47,984	48,442	48,901	51,957	52,874	53,791
12	47,373	47,984	48,442	50,429	53,485	54,402	55,319
13	47,373	47,984	48,442	50,429	55,013	55,930	56,847
15	48,901	49,512	49,971	51,957	56,542	57,458	58,375
20	50,429	51,040	51,499	53,485	58,070	58,987	59,903
25	51,957	52,568	53,027	55,013	59,598	60,515	61,432
27	53,485	54,097	54,555	56,542	61,126	62,043	62,960

C. Effective July 1, 2012, the BA Step 0 base salary shall be \$_____. Reopener – salary at the end of second year of contract – June 30, 2012.

5.03 EXTRACURRICULAR SALARY SCHEDULE

	<u>Step 0</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 10</u>
GROUP 1	0.139	0.147	0.155	0.163	0.171	0.191
GROUP 2	0.108	0.113	0.118	0.123	0.128	0.138
GROUP 3	0.100	0.104	0.108	0.112	0.116	0.126
GROUP 4	0.084	0.088	0.092	0.096	0.100	0.110
GROUP 5	0.072	0.076	0.080	0.084	0.088	0.098
GROUP 6	0.038	0.042	0.046	0.050	0.054	0.064
GROUP 7	0.025	0.029	0.033	0.037	0.041	0.051
GROUP 8	0.012	0.016	0.020	0.024	0.028	0.038
GROUP 9	Class Advisors: (Each salary is to be divided among the advisors in that position.)					
	Senior Class	0.046				
	Junior Class	0.061				
	Sophomore Class	0.020				
	Freshman Class	0.020				

GROUP 1

Head Varsity Football
Head Boys' Varsity Basketball
Head Girls' Varsity Basketball
Head Varsity Volleyball
Instrumental Music

GROUP 2

Head Girls' Track
Head Boys' Track
Head Cross Country
Head Baseball
Head Softball
Head Wrestling
Strength Coach

GROUP 3

Junior Varsity Football
Junior Varsity Basketball
Junior Varsity Volleyball
Boys' Basketball Program Asst.
Girls' Basketball Program Asst.
Volleyball Program Asst.
Medical Equipment Mgr.
Asst. Instrumental Music
Yearbook Advisor

GROUP 4

Freshman Football
Freshman Basketball
Freshman Volleyball
Assistant Track
Asst. Cross Country
Asst. Baseball
Asst. Softball
Asst. Wrestling

GROUP 5

Jr. High Football
Jr. High Basketball
Jr. High Volleyball
Jr. High Track
Jr. High Wrestling
Golf
Sr. High Cheerleading
Choral Music Director
Play Director
Musical Director

GROUP 6

Jr. High Cheerleading
Jr. High Games Manager
Cheerleading Asst.

GROUP 7

National Honor Society
HS Student Council

GROUP 8

Jr. High Student Council
Science Fair Coordinator
Computer Club Advisor
Ski Club Advisor
Director of Special Enrichment
Speech and Debate

5.04 INSURANCE (Reopener - insurance at the end of second year of contract – June 30, 2012.)

- A. The Board will pay a maximum of 85% of the family plan for married employees and 85% of the single plan for single employees per month towards the cost of the following or coverage equal to the following benefits to the extent elected by the employee. The difference between the Board’s contribution and the total premium shall be paid by the unit member using payroll deduction procedures.

Vision Care – present plan

Dental Care – Major Dental Program III

- B. The Board agrees to provide and pay one hundred percent (100%) of a Twenty Thousand Dollar (\$20,000.00) life insurance policy for all employees.

- C. Medical Plan Benefits

A Comprehensive Medical Benefit Plan with the following annual deductibles will be provided.

	Network Deductible	Non-Network Deductible
Single	\$200.00	\$500.00
Family	\$400.00	\$1,500.00

The deductible amounts indicated above will apply during a calendar year period and will apply separately to network and non-network services covered under the plan of benefits. For example, amounts paid by a plan participant toward satisfaction of the annual network deductible will not count against the annual non-network deductible, and amounts paid by a plan participant toward satisfaction of the annual non-network deductible will not count against the annual network deductible required under the plan.

Following satisfaction of the deductible amounts shown above, generally, plan participants will be required to pay a portion of covered expenses; however, the portion of plan expenses payable by plan participants beyond the deductible will be subject to an annual out-of-pocket limit as shown in the following table:

	Network Out-of-Pocket Limit	Non-Network Out-of-Pocket Limit
Single	\$600.00	\$1,500.00
Family	\$800.00	\$3,000.00

The portion of covered plan expenses payable by participants beyond the deductible, except as noted below, will be 20% (subject to the annual network out-of-pocket limit) in the case of services rendered by a network provider. In the case of non-network care, the portion of covered plan expenses payable by participants beyond the deductible will equal 40% (subject to the annual non-network out-of-pocket limit) of the reasonable and customary charge for such service. The annual out-of-pocket limits indicated above will apply during a calendar year period and will apply separately to network and non-network services covered under the plan of benefits. For example, amounts paid by a plan participant toward the satisfaction of the annual out-of-pocket limit, and amounts paid by a plan participant toward satisfaction of the annual non-network out-of-pocket limit will not count against the annual network out-of-pocket limit.

Certain services rendered by network providers will be payable at 100% under the plan. Charges for covered diagnostic testing performed by a network provider will be reimbursed at 100% by the plan not subject to the network deductible. Charges for qualifying home health care and hospice care services rendered by a network provider will be covered at 100% under the plan without a deductible requirement.

Unmarried dependent children will be eligible for medical, dental, and vision coverage under the plan until the attainment of age 19. Beyond age 18 until attainment of age 23, in order for unmarried dependent children to be covered under the plan, they must also be considered full-time students dependent upon the eligible employee.

No coverage will be available under the plan in the case of:

1. Charges incurred in connection with voluntary sterilization procedures performed by non-network providers.
2. Charges incurred in connection with services provided by a non-network skilled nursing care facility.
3. Charges incurred in connection with abortions performed by a non-network provider, and
4. Charges incurred in connection with any non-medically necessary procedure, including but not limited to preventive care services, performed by a non-network provider.

The number of services eligible for reimbursement during any calendar year under the plan will be limited in the following cases:

1. Coverage for outpatient mental health care services will be limited to a maximum of twenty (20) network or ten (10) non-network visits during a calendar year with each visit to a network or non-network provider counted against both the network and non-network annual visit limits.
2. Coverage for outpatient substance abuse care will be limited to a maximum of twenty (20) network or ten (10) non-network visits during a calendar year with each visit to a network or non-network provider counted against both the network and non-network annual visit limits.
3. Coverage for outpatient physical therapy services will be limited to a maximum of sixty (60) network or fifteen (15) non-network visits during a calendar year with each visit to a network or non-network provider counted against both the network and non-network annual visit limits.
4. Coverage for home health care services provided by a non-network provider will be limited to a maximum of fifty (50) visits during a calendar year with each home health care visit by a network or non-network provider counted against the non-network visit limits.
5. Coverage for chiropractic care services provided by a non-network provider will be limited to a maximum of ten (10) visits during a calendar year with each visit for chiropractic services by a network or non-network provider counted against the non-network limits.
6. Pre-admission notification is required for all non-emergency hospital admissions. Post-admission notification is required for all emergency hospital admissions. If not received, a penalty of \$200.00 will be applied to the hospital confinement. If the patient is unconscious or unable to follow the requirements of this program due to illness or injury rendering the patient physically or mentally incapable, the penalty will be waived until the patient is able to follow the terms of the program. The Treasurer will decide if a patient qualifies for the waiving of a penalty fee.
7. Coordination of Benefits/Non-Duplication of Benefits

This Plan will always either pay its benefits in full or a reduced amount which, when added to the benefits payable by another plan or plans, will not exceed the benefit it would have paid in the absence of other coverage. The non-duplication of benefits shall also apply to the dental and vision care plans effective January 1, 2008.

8. Per participant lifetime benefits provided under the medical plan are limited to a total combined limit of \$1,000,000.00, whether such services are delivered by a network or non-network provider.

D. Prescription Drug Plan Benefits

A prescription drug plan will be provided to covered employees with such plan requiring a co-payment of \$15.00 per dispensed prescription in the case of prescribed generic drugs, and a co-payment of \$25.00 per dispensed prescription in the case of prescribed non-generic medications.

The prescription drug plan will cover prescription contraceptives.

5.05 SECTION 125 ACCOUNT

For the 2001-2002 school year, the Board shall implement an Internal Revenue Code Section 125 flexible spending account for all unit members under which the employee share of insurance premiums is paid with pre-tax dollars.

Beginning with the 2002-2003 school year, the Board shall extend the flexible spending account to include, consistent with law, unreimbursed health care and dependent care expenses. Participation in these accounts shall be at the option of each unit member and shall be by payroll deduction. Each unit member shall pay the monthly fee for the account. The selection of the plan administrator shall be made by the Board, and the Board shall assume all administrative costs except as otherwise stated in the immediately preceding sentence.

Should a change in law occur that permits a unit member to rollover and/or be reimbursed for unused funds in the member's flexible spending account at the end of a plan year, representatives of the FEA and the Board will promptly meet for the purpose of achieving a consensus on implementing such change in law.

5.06 PAYROLL PRACTICES

A. Association Dues Deductions

1. The Board agrees to deduct from the pay of unit members, dues for "United Education Professions" (UEP) when so authorized in writing by each unit member desirous of having such dues deducted. FEA shall be responsible for the clerical work necessary to present such authorization and list to the Treasurer at no expense to the Board.
2. Individual authorization forms for dues deductions shall be furnished by the FEA.

3. Dues deductions shall be transmitted by the Treasurer to the FEA Treasurer as soon as possible after deductions are made.
4. Dues deduction authorizations shall be filed annually prior to October 1. The deductions shall be made in twenty (20) consecutive installments, beginning with the first pay in October.
5. If a unit member is hired after the October 1 deadline in 4 above, a dues deduction authorization may be filed no later than February 15. The deductions shall be made in five (5) monthly installments, beginning in March.
6. The right to refund to unit members monies deducted from their pay shall lie solely with FEA. The FEA agrees to reimburse any unit member directly from FEA treasury for the amount of any dues deducted by the Board and paid to FEA whenever the deduction is in excess of the proper deduction, and agrees to hold the Board harmless from all claims of insufficient or excessive dues deductions.
7. Upon receipt of the "Continuing Membership Enrollment Form" (provided by FEA), dues deductions for the (UEP) shall be continued from year to year until the Board Treasurer is notified in writing that the individual unit member no longer wishes to participate in the continuing membership program. The withdrawal of continuing membership must be done between the first contracted day of the school year and September 20 of that year. The Board Treasurer shall notify the FEA President of any such withdrawals.
8. If for any reason the Board fails to make a deduction for any unit member as above provided, Board shall make an additional deduction from the unit member's next pay in which such deduction is normally deducted after the error has been called to the Board's attention by the unit member.

B. Other Payroll Deductions

Unit members shall have the opportunity to authorize payroll deductions: (1) the FEA Scholarship Fund; (2) annuities; (3) OEA Fund for Children and Public Education; (4) credit union; (5) United Way; and/or such other purposes mutually agreed to between the Board and FEA or as required by law.

C. Pay Periods

1. Unit members will be paid in twenty-six (26) equal pays on an every other Friday basis. The parties recognize that, by operation of the calendar, a three (3) week hiatus between pays will occur every several years in order to avoid the necessity of a twenty-seventh (27th)

pay. The Board Treasurer will notify each unit member by not later than the first regularly scheduled payday in January of the year of occurrence.

2. A year-long supplemental will be paid in three (3) equal installments, the first on the last payday in October, the second on the last payday in February, and the third on the last payday in May.
3. A seasonal supplemental will be paid in two equal installments, the first on a regularly scheduled payday after half the duties have been performed and the second on a regularly scheduled payday after all the duties have been performed.

D. Record of Accumulated Leaves

The Treasurer will provide each unit member with information pertaining to accumulated leave and other information concerning compensation, a minimum of once each month on the unit member check stub.

E. Direct Deposit

All unit members will be paid by electronic direct deposit.

5.07 SEVERANCE PAY

Unit members may, at the time of retirement from service with the District, elect to be paid in cash for one-fourth (1/4) of the value of their accumulated sick leave. Unit members employed for the 2007-08 school year and thereafter shall have at least ten (10) years of service in the District at the time of service retirement under STRS to be eligible for severance pay. Only those unit members whose effective date of STRS service retirement is no longer than ninety (90) calendar days after the last paid day of service with the District shall be eligible for severance pay.

Severance pay shall be made only once to any unit member. Thus, should a unit member have received severance pay from another political subdivision of the State of Ohio, the unit member is not eligible for additional severance pay by this Board.

If the unit member should die while employed by the District, his/her severance pay shall be paid to his/her beneficiary as named on the District life insurance policy. Severance pay shall be calculated in accordance with this provision.

Severance shall be paid by the Board Treasurer according to the following schedule:

thirty percent (30%) on the first regular pay following the effective date of retirement; and

seventy percent (70%) on the first regular pay in January in the year following the effective date of retirement.

5.08 TUITION REIMBURSEMENT

- A. Upon approval of the Superintendent, the Board will reimburse unit members for course work. Course work must be taken from an institution accredited by the Ohio Board of Regents or other recognized accreditation agency. Reimbursement will not exceed two hundred dollars (\$200.00) per quarter hour and two hundred fifty dollars (\$250.00) per semester hour. No reimbursement will be provided unless the unit member receives a grade of B or better in the course(s) or S in the case of S/U grading scale.
- B. All proposed course work from a four-year college or graduate school must be part of an approved, accredited program as verified by a university or college advisor and the Superintendent. This program, if approved by the Superintendent, must relate to the unit member's assigned teaching and/or related area of responsibility in the District or must be necessary for successful completion of the unit member's individual professional development plan (IPDP).
- C. The request for approval form and requisition may be obtained from the Superintendent's office. The request for approval must be submitted prior to the first class meeting for which the approval form and requisition is being submitted. There is a limit of three (3) semester hours or three (3) quarter hours for any one approval request form and requisition submitted. Based on available monies, up to three (3) semester hours will be reimbursed for courses taken first semester, second semester, and summer semester. In the case of quarter hours, up to three (3) quarter hours will be reimbursed for courses taken fall, winter, spring, and summer quarters.
- D. If a unit member takes more than three (3) hours per term, he/she can submit a separate approval request form and requisition prior to the first class. These additional hours may be reimbursed at the end of the fiscal year if budgeted monies are still available. Reimbursement for these requests will be made not later than October 31 and will be calculated by dividing the budgeted monies remaining, if any, by the number of hours requested, if any, up to the caps appearing in A of this section. Requests will be considered only if the course work was started by not later than the immediately preceding June 30 and documentation of eligibility is submitted to the Board Treasurer by not later than September 30.
- E. Unit members must submit evidence of satisfactory completion of the course taken and fees paid. Reimbursement for summer courses will only be made to unit members who are under contract in the District the following school year.
- F. The Board agrees to appropriate \$27,500.00 per school year. The FEA President will be given a quarterly report of the fund's balance. Employees who receive tuition reimbursement during their first year of employment and

who leave the district at the end of that first year for reasons other than termination, RIF, or non-renewal shall repay the district.

- G. Unit members on educational leave shall not be eligible for tuition reimbursement.
- H. Tuition will be prorated in accordance with the unit member's full-time equivalency.
- I. If the unit member's educational institution offers the option of pre-certification of payment by the Board, it is the unit member's responsibility to submit all necessary forms to Treasurer's office and the institution.

5.09 MILEAGE

The mileage reimbursement will be at the current Internal Revenue Service (IRS) allowance per mile for the required, authorized use of a personal vehicle in the performance of any school related activity(ies).

5.10 BENEFIT REFUND

The Board wishes to encourage unit members to utilize personal and sick leave only when absolutely necessary. Therefore, a bonus benefit refund for use of one (1) day or less of sick leave and/or personal leave during the 12 month period (July 1 through June 30) may be requested at the end of the school year (July 1 to June 30).

If requested, a bonus benefit refund equal to \$100.00 (less tax and withholding deductions) for non-use of sick and/or personal leave, or \$50.00 (less tax and withholding deductions) for use of only one (1) day of sick and/or personal leave shall only be reimbursed to unit members who work five (5) or more hours per day. Such reimbursement shall be made with the June paycheck of the 12 month period (July 1 through June 30). Part-time unit members shall receive a prorated payment in proportion to their contract terms.

Personal Leave Benefit Refund Schedule

0 days used, \$100.00
1 day used, \$50.00

Sick Leave Benefit Refund Schedule

0 days used, \$100.00
1 day used, \$50.00

5.11 STRS PICK-UP

The Board agrees to STRS "pick-up" utilizing the salary reduction method under the following terms:

- A. The amount to be “picked-up” on behalf of each unit member shall be the current approved STRS unit member contribution rate. The unit member’s annual compensation shall be reduced, at no cost to the Board, by an amount equal to the amount “picked-up” for the purposes of state and federal tax only.
- B. The “pick-up” percentage shall apply uniformly to all unit members and shall become effective with the first pay in the new school year.
- C. No unit member shall have the option to elect a wage increase or other benefit in lieu of the employer “pick-up.”
- D. Payment for all paid leaves, sick leave, personal leave, severance and supplementals including unemployment and workers’ compensation shall be based on the unit member’s daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in a unit member’s contract).

Each unit member will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the “pick-up” in combination with other tax deferred compensation plans.

If the foregoing “pick-up” provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this section shall be declared void.

5.12 PLACEMENT ON SALARY SCHEDULE

When a teacher completes sufficient additional semester hours of college training to qualify for a higher classification within this salary table and files a transcript of college credits or other valid proof of such completed semester hours to the local treasurer, on or before the 15th of September of the first (1st) semester or January 20 of the second (2nd) semester, said teacher shall then qualify for the higher classification beginning with the first day of either the first or second semester.

MA = Teachers who have earned a master’s degree.

MA + 15 and MA + 30 = master’s degree plus fifteen (15) or thirty (30) semester hours, or equivalent. Accumulation of “plus” credit hours must begin after the awarding of the master’s degree.

5.13 EMPLOYMENT OF STRS RETIREES

- A. This section governs the terms and conditions of employment of any superannuate or “other system retirant” (as those terms are statutorily defined for purposes of Section 3307.35 of the Ohio Revised Code) whom the Board may regularly employ, after the application of Section 7.07 of this Agreement, in a position that falls within the description of the bargaining unit appearing in Article I, Section 1.01 of this Agreement. Except as otherwise

specified below, any such employee will become a bargaining unit member upon employment and be subject to the provisions of this Agreement.

1. For initial placement purposes on the unit members' salary schedule, the employee will receive horizontal and vertical credit in accordance with the normal rules, with the further understanding that in no event will the employee receive more than ten (10) years of vertical credit unless otherwise specified by the Superintendent case by case.
 2. The employee will receive a one-year limited contract of employment (if employed after the start of the school year, such contract will be for the remainder of that school year). If subsequently reemployed, the employee will be awarded successive one-year limited contracts. In no event will the employee qualify for a continuing contract or a multi-year limited contract.
 3. Neither the evaluation procedures resulting from Article VII of this Agreement, nor the procedures appearing in 3319.111 of the Ohio Revised Code shall apply to the employee. The sole requirement for effecting the nonrenewal of the employee's limited contract and severing the employment relationship upon expiration of the employee's contract is receipt by the employee of written notice of nonrenewal on or before April 30 of the school year to which the contract applies. The procedures appearing in Section 3319.111 of the Ohio Revised Code, including the post-nonrenewal procedures in Section 3319.11(G), shall not apply to any such contract renewal.
 4. Upon employment, the employee will be credited with zero (0) years of seniority and thereafter will not accumulate seniority for any purpose under this Agreement.
 5. The employee is not eligible to participate in any insurance fringe benefits offered under Article V, Section 5.04 of this Agreement unless the employee is precluded by STRS policy from participating in insurance fringe benefits furnished by STRS.
 6. The employee will in no event qualify for tuition reimbursement under Article V, educational leave under Article VI, or severance pay under Article V of this Agreement.
- B. The provisions of this section supersede and prevail over any inconsistent terms that may appear elsewhere in this Agreement or in any part of the Ohio Revised Code.

ARTICLE VI

LEAVES OF ABSENCE (PAID AND UNPAID)

6.01 SICK LEAVE

- A. A unit member shall be entitled to fifteen (15) days of sick leave, with pay, for each year he/she is under contract. Sick leave is credited at the rate of one and one-fourth (1 ¼) days per month. After ten (10) consecutive workdays of absence due to personal illness unit members will be required to provide a written statement from a doctor indicating that the unit member had been under his/her treatment. Unit members using sick leave for personal illness may be disqualified from sick leave if found by the Board to be using such leave for the purpose of other employment during the school day. The Board's action is subject to the grievance procedure beginning at Step 3.
- B. Unused sick leave may be accumulated up to a maximum of two hundred forty (240) days effective July 1, 2010. Newly employed unit members may transfer up to that number of accumulated and unused sick days from another public employer in this state if that date of termination of the other employment was less than ten (10) years prior to employment in this District.
- C. Unit members who render part-time, per diem, or hourly service shall be credited with sick leave for time actually worked at the same rate as full-time employees. Substitute teachers shall not earn, accumulate, or use sick leave until they have served sixty (60) days in the same assignment and go on contract.
- D. A unit member who has no accumulated sick leave will be advanced unearned sick leave up to fifteen (15) days when such an advancement is necessary. Any such advanced sick leave credit will be charged against the subsequent accumulation of that member or against any monies due at separation of service.

Subsequent advancements must be applied for and may be granted by the Superintendent to a maximum of fifteen (15) additional days.
- E. Sick leave may be used for absence necessitated by personal illness or injury, including any disabling condition caused by pregnancy, by exposure to a communicable disease, or by illness, injury, or death in the unit member's immediate family, as defined herein.
- F. For purposes of illness or injury, immediate family shall be defined as the unit member's parent, sibling, spouse, child, in-laws bearing any of these relationships, or any dependent living in the unit member's household.

- G. A unit member may use up to five (5) days of accumulated sick leave each school year for purposes of illness or injury of an aunt, uncle, grandparent, grandchild, or in-laws bearing any of these relationships. Additional time may be approved in this category if the unit member's absence from work is necessitated by the relative's illness or injury.
- H. For purposes of death, immediate family shall be defined as the unit member's parent, spouse, child, sibling, grandparent, grandchild, aunt, uncle, in-laws bearing any of these relationships, or any dependent living in the unit member's household.
- I. Absence for a portion of a day up to one-half (1/2) day shall result in a one-half (1/2) day deduction. Absence for a portion of a day greater than one-half (1/2) day shall result in a one (1) day deduction.
- J. A unit member is required to notify his/her immediate supervisor as soon as possible after becoming aware of the need to use sick leave.
- K. Not later than the second workday after returning to work from sick leave, a unit member shall complete, sign, and submit the Board provided absence form. No sick leave payment shall be made until the required form is submitted. Falsification of any information on the form shall constitute grounds for termination of the unit member's contract.

6.02 ASSAULT LEAVE

In accordance with Section 3319.143 of the Ohio Revised Code, assault leave shall be provided to a unit member who is absent from his/her assigned duties because of physical injury resulting from an assault. The leave shall not be charged against sick leave or any other form of leave. The unit member shall be maintained on full pay status during such absence. See Appendix B, pg. 59.

A unit member shall be granted assault leave according to the following rules:

- A. The incident, resulting in the physical disability of the unit member, must have occurred during the course of employment with the Board.
- B. Upon notice to the principal or immediate supervisor that an assault upon a unit member has been committed, any unit member having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the unit member's knowledge regarding said assault, sign said statement and present it to the building principal or immediate supervisor.
- C. If the unit member is absent from his/her assigned duties due to the physical disability, a certificate from a licensed physician, stating the nature of the

disability and its duration, will be required before assault leave payment is made.

- D. A unit member shall not qualify for payment of used assault leave until the Assault Leave form has been submitted.
- E. The unit member shall not be permitted to accrue assault leave.
- F. Payment shall be discontinued when the unit member elects to retire or is no longer under contract with the Board.
- G. Falsification of either a signed statement or a physician's certificate is reason for termination of employment under Section 3319.16 of the Ohio Revised Code.
- H. A unit member shall be entitled to a maximum of fifty (50) days of assault leave.

6.03 PERSONAL LEAVE

A maximum of three (3) days of personal leave shall be available each school year to each unit member. Personal leave is to be used to do things which only could be done on that particular day or time. See Appendix C, pg. 60.

Personal leave will be prorated for a unit member who is hired after the start of a work year or who is on approved unpaid leave for part of a work year. Should a unit member sever employment for any reason prior to the end of a work year, the employee's entitlement to personal leave for that work year will also be prorated and if, prior to the severance date, the employee has already used personal leave in excess of such prorated amount, the Board will recoup such excess cost through payroll deduction.

Personal leave is to be used in accordance with the following provisions:

- A. Written request on the form, as herein incorporated, must be given to the principal for acknowledgement and to the Superintendent at least five (5) days prior to the requested date, except in emergencies. In emergency situations, the form shall be submitted as early as possible.
- B. Personal leave shall be used in one-half (1/2) or one (1) day increments.
- C. Approved personal leave shall be at regular pay.
- D. Personal leave may not be accumulated from year to year.
- E. The personal leave shall require a signed certification that the leave will not be used for seeking or engaging in gainful employment.

- F. Except in special circumstances, which must be explained in writing, personal leave shall not be used to extend a holiday or vacation period.
- G. Personal leave will be approved provided that all provisions of this section have been met.
- H. However, no more than five (5) percent of any building may use personal leave on a given day except by prior agreement when a position can be covered with a substitute.

6.04 EDUCATIONAL LEAVE

After five (5) years of employment in the District, a leave may be granted by the Board for up to one (1) year for the purpose of educational betterment or continued training in the field of education. The following provision will apply:

- A. A unit member must submit, in writing, a plan for professional growth to the Superintendent, prior to permission being granted, and, at the conclusion of the leave, provide written evidence that the plan was followed.
- B. Leaves will be granted at the beginning of a semester or at other times, but only if a suitable substitute is available.
- C. A unit member on educational leave must inform the Superintendent, in writing, of the unit member's intention to return to active service. Failure to submit this written intent prior to April 10 of the year preceding the school year of the unit member's return shall forfeit the unit member's right to return to the District.
- D. Only one (1) extended leave of absence will be granted every five (5) years.
- E. Extended leave of absence shall be limited to a maximum of one (1) unit member at any time.
- F. Educational leave shall be granted without regular pay.
- G. The unit member shall have the right to maintain, in force, health and life insurance benefits, pending approval and conditions of the carrier(s) involved. The unit member shall pay 100% of the premiums directly to the Board Treasurer by the 1st of each month. Failure to pay such premiums by the 1st of each month shall void the unit member's right to maintain insurance benefits for the duration of his leave.
- H. The unit member shall return to the District upon completion of the educational leave.

The Superintendent shall attempt to reinstate the unit member to that unit member's original position or comparable position upon return to service from educational leave.

- I. A unit member on educational leave shall not be eligible for tuition reimbursement.

6.05 PROFESSIONAL LEAVE

- A. Subject to the availability of funds appropriated for this purpose, unit members may obtain professional leave. Leave may be taken for meetings, workshops, visitations, conferences and clinics pertaining to a unit member's field.
- B. A unit member applying for leave shall submit a written request to the principal at least ten (10) workdays in advance of the activity, if possible. The request shall be made on forms provided by the Board and shall state the nature of the event, the dates when attendance is requested, where the event is to occur, a list of anticipated expenses (including fees, room, meals and travel), the name of the unit member and the date the request is submitted. No leave may be taken without the advance approval of the Superintendent (or designee).
- C. Approval to attend such meetings shall include payment of the unit member's salary while in attendance and verified expenses within the budget established when the request was approved. Requests for reimbursement shall be submitted to the Treasurer within five (5) workdays after the unit member's return from leave. Receipts for room, meals, fees, and miscellaneous expenses shall be attached to the request for reimbursement. See Appendix G, pg. 77.
- D. Upon request, a unit member shall report on the activity attended to other unit members and/or members of the administration.

6.06 FAMILY AND MEDICAL LEAVE

The Board will comply with all provisions of the Family and Medical Leave Act (FMLA) of 1993. For purposes of family leave benefits, the twelve (12) month period shall be defined as a rolling twelve (12) month period measured backward from the date that the employee goes on leave.

All unit members will be provided written information explaining their rights and obligations under the FMLA.

6.07 COURT LEAVE

A unit member called for jury service or subpoenaed as a witness in a court action where neither the unit member nor the FEA is a party shall be excused from work for

the days on which he/she serves, and shall receive for each such day on which he/she otherwise would have worked the per diem rate of pay minus any payment received for witness service. The unit member will submit a statement of attendance and reimbursement as authorized and issued by the Clerk of Courts to the Superintendent (or designee) as proof of such service. The unit member will communicate with the principal daily to apprise him/her of the expected duration of the absence.

6.08 CHILD CARE LEAVE

- A. Child care leave shall be defined as a Board-approved leave without salary or Board-paid (including partially Board-paid) fringe benefits.
- B. The individual contract of any unit member on an unpaid leave shall continue during the period of leave, and shall therefore be subject to renewal, non-renewal, or suspension as otherwise provided by law.
- C. All requests for unpaid leave must be submitted, in writing, to the Superintendent. The request shall include the purpose and the proposed starting and ending dates of leave.
- D. Requests for child care leave shall be submitted as far in advance of the requested leave date as possible. The minimum advance notification will be ninety (90) calendar days, except in the case of an impending adoption. In the case of an adoption, the unit member shall notify the Superintendent in writing at the time his/her application has been approved, and shall provide as much notice as possible prior to the assumption of custody and the beginning of the leave.
- E. The Superintendent may waive the advance notice requirement in special or unusual circumstances.
- F. Child care leave will not be approved for any period that begins prior to the unit member's completion of one (1) year of employment in the District. This requirement may be waived in emergency situations upon application by the unit member.
- G. The maximum length of a child care leave shall be for the remainder of the school year in which it begins and the next succeeding school year. A unit member may not return from a child care leave except at the beginning of a school semester, unless special permission is granted in writing by the Superintendent.
- H. If all requirements of this section are met, the unit member's request for child care leave will be approved.
- I. A unit member may continue to participate in District group insurance programs only if he/she is willing to assume the full cost of such coverage.

Such payments shall be made in advance by the unit member in the manner prescribed by the Treasurer's office.

- J. Use of leave for a purpose other than that stated in the approved leave request shall constitute grounds for termination of the unit member's contract.
- K. Time spent on approved leave shall not count towards seniority. Time spent on an approved leave shall not count toward salary schedule increments or retirement. An approved leave shall not be considered an interruption of continuous service for the purpose of determining seniority.
- L. Upon the expiration of leave, the unit member shall assume the contract status held at the time the leave was granted, including any modification of that status arising out of B above. Returning unit members will be assigned to a position for which they are properly licensed/certified.

ARTICLE VII

EMPLOYMENT PRACTICES AND CONDITIONS

7.01 INDIVIDUAL CONTRACTS, REGULAR

All unit members employed to perform regular duties by the Board shall receive written contracts. The contract shall include:

- A. Name of unit member;
- B. Name of Board;
- C. Type of contract, i.e., limited or continuing. A limited contract will include the length of the contract.
- D. Annual regular salary to be paid and the basis used to determine the amount:
 - 1. Said information shall apply only for the initial year on a multi-year or continuing contract. Thereafter, this information will be included on the annual salary notification during the term of the contract; and
 - 2. Such information shall apply for each limited contract.
- E. Signature of the Board President, Board Treasurer, and unit member;
- F. In addition to the regular contract, unit members shall receive the following:
 - 1. Unit members under contract shall be notified of their tentative assignment by the end of the present school year.
 - 2. Salary notices shall be given to unit members under continuing contract no later than July 10 by Superintendent (or his designee).
- G. New unit members shall be provided with a copy of this Agreement.
- H. A unit member is presumed to have accepted employment unless he/she notifies the Board in writing to the contrary on or before the first day of June.

7.02 INDIVIDUAL CONTRACTS, SUPPLEMENTAL

- A. All unit members paid to perform extracurricular or supplemental duties shall be given written supplemental contracts, in addition to their teaching contract. The supplemental contract shall include the following:
 - 1. Name of unit member;

2. Name of Board;
 3. Duration of contract and time period in which supplemental duty is to be performed;
 4. Title of the supplemental duty;
 5. The amount of pay, basis of pay, and pay periods;
 6. Signature of the Board President, Board Treasurer, and the unit member.
- B. The Board will give first consideration for supplemental positions to qualified unit members who meet the stated minimum qualifications, as stipulated in the job description. Posting and filling of supplemental positions shall be in accordance with Article VII, Section 7.07 of this Agreement.
- C. Any unit member who applies for a supplemental position but is not selected may request in writing a meeting with the Superintendent and the unit member's immediate supervisor. At such meeting, the Superintendent shall discuss his/her rationale for such recommendation. The affected unit member and the administration shall have the right to representation at such meeting.
- D. Job descriptions shall be provided to each supplemental contract holder at the time he/she is provided his/her supplemental contract.
- E. If the Board approves a supplemental contract prior to June 1 of any year, a unit member is presumed to have accepted such employment unless he/she notifies the Board, in writing, to the contrary on or before the first day of June. Acceptance of a supplemental contract shall be voluntary.
- F. Supplemental contracts will be nonrenewed annually, effective June 30, and will require neither Board action nor notice for nonrenewal. However, if a unit member is not offered the supplemental contract for the subsequent year, the reason(s) for such decision will be identified in writing and provided to the unit member within five (5) workdays of the Board action where the contract is not offered for the following year. The evaluation process must be considered by the Board in making a decision not to offer the supplemental contract for the following year.
- G. All supplemental contract holders shall have all pay (in accordance with Article V, Section 5.03), duties and qualifications (in accordance with the job description) of the extracurricular and/or supplemental position(s) spelled out in the supplemental contract.
- H. Prior service in any school district for the same or similar supplemental contract position shall be credited for placement of a unit member on the

extracurricular salary schedule up to step four (4). Only in-district service shall count toward steps beyond step four (4).

- I. Each head coach shall meet with the athletic director at the midpoint of each season. The meeting shall be for the purpose of providing feedback on the coach's performance. All coaches shall be evaluated at the end of the season.

7.03 SEQUENCE OF CONTRACTS

Limited Contract

- A. The sequence of limited contracts shall be:
 - 1. One (1) year, upon initial employment;
 - 2. One (1) year, upon reemployment, for the second contract;
 - 3. Two (2) years, upon reemployment, for the third contract;
 - 4. Three (3) years, upon reemployment, for the fourth contract;
 - 5. Four (4) years, upon reemployment for all succeeding contracts.
- B. If a unit member is not on paid status for at least one hundred twenty (120) workdays during a particular school year, that year shall not count for purposes of this section, and the employee's limited contract shall automatically be extended for an additional year. The Board shall provide written notice of this extension to the effected unit member and the FEA President by July 1 following the particular school year. This section shall not be construed to impact the calculation of a unit member's seniority.
- C. Any unit member on or eligible to receive a multi-year contract may be offered a contract of less duration based on reason(s) that have been identified in the evaluation process between the unit member and his/her evaluator(s) in accordance with the adopted evaluation procedure.
- D. Any unit member on limited contract who resigns or retires and returns to service at a later time must begin the contract sequence with a one-year limited contract as in A. 1.

Continuing Contract

- A. To be considered for reemployment under a continuing contract to be effective at the start of the next school year, a unit member must file written notice with the Superintendent, by not later than January 1 of the school year in which such consideration is sought, that the employee will have met all applicable eligibility requirements (see Appendix J for a description of the service and professional credential/course work requirements) by not later

than April 1 of that year. If such notice is not received by January 1, consideration will be deferred until the following school year.

- B. If the unit member's notice to the Superintendent is received in a school year other than the final year of a multi-year limited contract, the above procedure will apply with the further understanding that the employee will receive such early consideration for a continuing contract only if he/she has requested a full year evaluation cycle prior to the school year in which notice to the Superintendent is given.

7.04 SCHOOL CALENDAR

- A. The FEA and the Board agree that the Board must maintain the autonomy to work with other schools in calendar development. However, the FEA and the Board agree that staff input is both valuable and desirable. Therefore, for the purpose of advisory input a committee from the FEA is to meet annually during the month of November with the administration to discuss calendar concerns before the yearly calendar is considered. The notification to initiate this committee shall be from the FEA President. The Board shall maintain the final authority to adopt the school calendar. An effort will be made to coordinate the District's calendar with those of the Knox County Career Center and the other Knox County school districts.
- B. Unit members must be paid when schools are closed due to epidemic or other public calamity. However, if the number of calamity days exceed the allotted days allowed by law in any school year, those days that exceed the allowable days shall be made up as a part of the contractual salary arrangement of the school year.
- C. If make-up days must be added to the calendar for calamities prior to Easter, for which no provision has been made in the original calendar and which exceed the statutory five (5) days, a committee shall be established with equal representation from the FEA and the Administration/Board to develop specific alternatives for making up the days. The alternatives shall be submitted to the entire staff, including non-teaching personnel, to vote on the alternatives. The alternative that receives the most votes shall be submitted to the Superintendent who shall recommend the choice to the Board. The Board shall maintain the final authority to adopt the school calendar and any necessary revisions. This section is intended to cover make-up days that do not involve an emergency situation. In the case of an emergency this provision shall be waived.
- D. Spring parent-teacher conferences, if required, will be held after third quarter grades have been submitted. No parent-teacher conferences shall be scheduled during the week that the Ohio Proficiency Tests are administered, with the understanding that this provision does not apply to any make-up period for administering such tests.

- E. Other than on the day of monthly staff meeting, the unit member workday shall not exceed seven and one-quarter (7 ¼) hours, which will include a thirty (30) minute duty-free lunch period. Staff meetings will not typically exceed forty-five (45) minutes.

Bargaining unit members working more than six (6) hours per day are entitled to 200 minutes per week for the purpose of lesson planning, evaluating student progress, conferencing, and/or team planning as defined by OAC 3301-35-05.

- F. The unit member work year shall be one hundred eighty-four (184) days. One hundred eighty (180) of the days shall be with students. Four (4) of the days shall be for professional purposes with students not in attendance occurring as follows:

One (1) day uninterrupted staff workday on the first or second unit member workday, as recommended by the committee established under paragraph A of this section.

Two (2) in-service days, designated by the Board.

One (1) workday after students' last day.

If requested to work beyond 184 days, and the unit member agrees to do so, they shall be paid for each day at the member's per diem rate. One orientation/open house may be held under this provision. Such event will be for a maximum of two (2) hours.

If requested by the administration to attend a voluntary in-service which is held during non-school hours, unit members will be paid at the sub-rate or per diem rate, as prescribed by the grant, or whichever is greater.

- G. The FEA and the Board agree that unit members will be excused from attendance on days school is declared closed due to a calamity.

Cancellation of practices and rehearsals scheduled for the school day shall be at the building principal's discretion. If the number of calamity days exceed five (5) in any school year, those days beyond five (5) would be made up as a part of the contractual salary arrangement for that year. If legislation is enacted that alters the way in which calamity days are handled, representatives of the Board and the FEA will meet within thirty (30) calendar days to bargain regarding the impact.

- H. The responsibility for planning and conducting the local in-service requirements of the District will be a cooperative process of the FEA and the local District administration.

Expenses for in-service shall be paid by the Board within the budget appropriated.

- I. No interim reports or grades shall be due on a Monday or on the first school day following a break in the calendar. The Superintendent (or designee) and the FEA President shall meet annually to determine a schedule for submission of interim reports and grades.

7.05 EVALUATION

A. Philosophy

Evaluation is a method to improve the educational program. The procedure should be cooperative, supportive, constructive, and personalized. It should provide a comprehensive and objective plan for improvement based upon clearly defined and attainable professional goals. The system should accomplish two objectives: 1) the development of a professional goal as it relates to a district SMART goal, 2) the evaluation of the unit member as he/she fulfills the position to which he/she is assigned.

Formal appraisal, for individual professional growth and for performance of duties, must be constant. Each area of an appraisal system must have as its underlying principles the basic philosophy, goals, and objectives of the school system involved. In designing an appraisal system, the individual child's educational growth, the professional staff and the school system should be considered.

The evaluation procedures shall accomplish three primary goals: 1) assist all personnel in developing sensitivity to their competencies; 2) identify the general areas in behavior, competencies and skills in which improvement is needed; 3) develop realistic objectives, both long and short range, to assist the professional growth of individuals.

B. Evaluation Procedure

Unit members on full evaluation (during years when a member's limited contract is up for renewal, or every four (4) years for members on continuing contracts) will be observed twice per evaluation by their building administrator.

Unit members who are not scheduled for full evaluation by their building administrator or Superintendent will not have "formal" observations by their building administrator, unless they have been placed on full evaluation for a specific reason known to both the unit member and administrator, so that appropriate improvement goals may be set. Any unit member on probationary or tenure status whose performance becomes less than satisfactory in any success criteria area will be on full evaluation annually until performance

becomes satisfactory or employment is severed. Satisfactory is defined as average or above.

C. Evaluation Instrument

All unit members newly employed for the 2007-08 school year, and for all years thereafter, will be required to be evaluated using the “Praxis based” instrument (Appendix K, pp. 83-95).

Unit members employed for the 2006-07 school year, and any years prior thereto, will have the option to be evaluated under the “old procedures” detailed in the parties’ 2004-07 Agreement (Appendix D, pp. 61-74) or to be evaluated using the “Praxis based” instrument. Once a unit member chooses the “Praxis based” instrument, all subsequent evaluations shall be with the “Praxis based” instrument.

D. Non-teaching Unit Members

Non-teaching unit members will be evaluated using an instrument that relates to their job description. A committee of unit members, appointed by FEA, and administrators shall be formed to develop these instruments. The instruments will be completed by June 30, 2011. The instruments shall be approved by the FEA executive committee prior to its initial use. These positions include nurse, media specialists, speech and language pathologist, guidance counselor, and technology coordinator.

E. Evaluation Sequence

	Action by:
Unit members on full evaluation	
1. Orientation for full-evaluation staff	October 1
2. Two 30-minute observations completed by building principal	January 15
3. First written evaluation to unit member by principal	January 25
4. Two 30-minute observations completed by building principal	*From January 1 through March 31
5. Second written evaluation to unit member by principal	April 10
6. Action on any non-renewal	April 30

*Note: Following the receipt of the first written evaluation.

Formal evaluation forms and any “Needs Improvement” forms will become part of the unit member’s personnel file in the office of the Superintendent.

- F. The provisions of this Article do not apply to a unit member who is on leave during a particular school year. If the member is on leave for only part of a school year, the requirements and time deadlines of this Article will be adjusted, as appropriate in light of the particular circumstances, to take into account the member’s absence from duty.
- G. In the event of a short-term unanticipated absence of either the unit member being evaluated or the evaluator, the time limits appearing in this Article will be relaxed and adjusted, as appropriate in light of the particular circumstances, to accommodate the absence.
- H. The provisions of this Article and Appendix D supersede Section 3319.111 of the Ohio Revised Code.

7.06 CERTIFICATION/LICENSURE

It will be the responsibility of the unit member to have a valid unexpired teaching credential, or true copy thereof, on file at the Board office for the position to which they are assigned. No unit member shall receive compensation for performance of duties if a valid unexpired teaching credential for the position to which they are assigned is not on file at the Board office. The Board and/or its agents shall not assign a unit member to a position for which the unit member is not certified or is not able to obtain certification/licensure.

The Board shall notify a unit member during the school year in which the unit member’s certificate/license expires, that renewal or upgrading of the certificate/license will be necessary.

7.07 TRANSFER AND VACANCY

A. Vacancy

1. During the school year, announcements of vacancies, which are existing or newly created teaching, supplemental, or administrative positions shall be posted on faculty bulletin boards and in the principal’s office in each school building and in the Central Office for no less than five (5) workdays, prior to any public posting. Deadline for application shall be stipulated. This provision shall be mutually waived if the vacancy occurs within ten (10) calendar days prior to the start of a semester, or during a time when school is in session. It may also be waived due to other situations with the consent of the FEA President. The Board reserves the right to make the determination of the best qualified individuals available for filling or not filling any position(s) in the District. During the summer recess, there will be a one-time posting of all anticipated vacancies. The announcement will

be posted on or before June 15. Any vacancies which occur after the end of the school year shall be posted promptly on the District's web site. The FEA President or designee in his/her absence will be notified of vacancies or potential vacancies prior to posting.

Each posting shall clearly stipulate the required licensure/certification for the position, a description of the duties to be performed, minimum qualifications (in accordance with the job description), salary, and the procedures for application.

2. Extended sick leave or unpaid leaves of absence are not considered vacancies.

B. Voluntary Transfers

1. Letters of Intent forms will be utilized as the application for any vacancy of an existing position that is open or becomes open during the summer recess. All unit members will be encouraged to state their intent for any position that they may wish to fill and for which they are certified or licensed. The unit member has the right to amend their Letter of Intent form.
2. The unit member will be offered the opportunity to interview for any vacancy for which they have applied and are qualified pursuant to B. 1.

C. Involuntary Transfers

1. If the Superintendent (or designee) directs an involuntary transfer in building, subject, and/or grade level, notification shall be given to the involved unit member. Within three (3) days of such notification the unit member may request a meeting with the Superintendent (or designee). No involuntary transfer shall be effective sooner than five (5) administrative working days following the notification or three (3) administrative working days following the meeting, whichever is later.
2. Any unit member has the option of resigning in lieu of accepting an involuntary transfer.
3. If the unit member requests a meeting with the Superintendent (or designee), at such meeting, the Superintendent (or designee) shall discuss his/her rationale for such transfer. After notification to the Superintendent (or designee), the unit member may, at his/her option, have a representative of his/her choosing present at the meeting. The administration may also have representation of their choice at such meeting.

4. The Board shall transport school supplies and materials for a unit member who has been transferred.
- D. Staffing needs are a concern of the Board, administration, unit members, and community. The Board, as a management function, must retain the prerogative of determining the staffing needs. This prerogative cannot be relinquished although input from the FEA is both desirable and appreciated.
 - E. The right of assignment of all personnel shall rest with the Superintendent as per Section 3319.01 Ohio Revised Code. The Superintendent's judgment in assigning (transferring) unit members will not be grievable but the procedures in this section shall be.

7.08 REDUCTION IN FORCE

If after consideration of all alternatives, the Board determines it necessary to reduce the number of teaching positions the following procedures shall apply:

A RIF may occur for the following reasons only:

1. Decrease in overall pupil enrollment from the previous school year, in a grade level, or program area.
2. Suspension of schools or territorial changes.
3. Return to duty of a unit member from a leave of absence.
4. Curriculum changes.
5. Financial reasons.

Procedure

- A. The FEA President shall be notified of the extent of any staff reduction at least thirty (30) calendar days prior to Board action and shall be further notified as to which unit members shall be suspended. Implementation of any reduction in staff shall be restricted to an effective date of August 15.
- B. Reduction shall first be covered by attrition; however, the Board shall not be required to fill any vacancy.

If additional reductions are necessary it shall be done through seniority as defined herein.

1. Seniority – For the purpose of this contract, seniority shall be defined as the number of years of continuous service in the bargaining unit. Seniority shall accrue for all time a unit member is on active pay status

or is receiving workers' compensation benefits or is on layoff status or FMLA leave.

Time spent on inactive pay status (e.g., unpaid leave of absence) shall not contribute to the accrual of seniority but shall not constitute a break in seniority. Part-time unit members' seniority shall be determined on a percentage basis. The percent of seniority shall be equal to the percent of the part-time employment. If two (2) or more unit members have equal seniority as defined herein, then the following shall apply:

- a. The date of the Board meeting at which the unit member was hired, then by;
 - b. The date on which the unit member submitted a completed job application.
2. A unit member on layoff status shall not accrue service credit for the purposes of placement on the salary schedule, but shall accrue seniority as defined above.

- C. Those unit members on limited contracts with the least seniority in the area of licensure/certification affected shall have their contracts suspended first. In the event that continuing contract unit members must be reduced, their contracts shall be suspended on the basis of seniority as defined herein. Those unit members who may be RIF'd from a position shall have the right to bump a less senior unit member in another area if they are properly licensed/certified for that position. (Limited contract unit members shall not be allowed to bump continuing contract unit members.)

The Superintendent shall provide the FEA President with a seniority list on or before March 15 of each school year. The seniority list shall be made up for each area of licensure/certification with unit members placed on all lists for which they are licensed/certified. Part-time unit members shall appear on the seniority lists but shall be listed separately from the names of full-time unit members.

- D. Recall shall be done in inverse order, continuing contracts with most seniority first, then limited contracts with the most seniority. Recall shall be to a position for which the individual is properly licensed/certified. No new unit members may be hired until laid off unit member(s) have been offered the position and have rejected the offer, or is removed from the recall list as outlined below.

Rights While on Suspension

- A. If recalled, the unit member shall have the right to return to the same contract status, seniority level, total sick leave accumulation and any other benefits of employment that had accrued to the employee prior to the suspension.

- B. The unit member shall have the right to all insurance benefits for a period of thirty-six (36) months providing the unit member meets the eligibility requirements set forth by the carrier. The unit member must pay the full cost of the premium fifteen (15) days prior to the due date.
- C. The Board shall not act to interfere with the unit member's lawful right to unemployment compensation benefits while on layoff.

Recall Rights

- A. Unit members who are suspended shall be retained on the recall list for twenty-four (24) months.
- B. A unit member may be removed from the recall list if he/she:
 - 1. Waives his/her recall rights in writing.
 - 2. Resigns.
 - 3. Fails to accept recall to a position for which he/she is licensed/certified within five (5) days of notification.
 - 4. Fails to report to work within ten (10) working days after receipt of the notice of recall, unless sick or injured.

The unit member who has been affected by a staff reduction shall be responsible for keeping an updated address and telephone number on file in the Superintendent's office.

All recall notices and acceptance notices shall be mailed by certified mail with knowledge of receipt provided to the Superintendent, or by hand delivery.

7.09 PERSONNEL FILES

- A. Location and Maintenance – The official personnel files of all unit members will be kept at the Board Building. Official personnel files of all unit members are maintained by the Superintendent (and/or designee).
- B. Contents – The personnel files shall include, if available, the following:
 - 1. Application for employment;
 - 2. Preemployment references (non-confidential);
 - 3. Transcripts of training and education records;
 - 4. Copies of individual employment contracts;

5. Copies of current, applicable certificates and other licenses which are provided by the unit members;
 6. Copies of formal evaluations;
 7. Appropriate letters or records of commendation or reprimand;
 8. Unit members replies to letters or evaluation;
 9. Appropriate medical records.
- C. A unit member shall have access to his/her personnel file upon reasonable request. A representative of a unit member shall have access to the unit member's personnel file when the unit member requests in writing such access to the Superintendent (and/or designee).
- D. Except as otherwise required by law, access to the personnel file of a unit member by others shall be limited to Board members, current school system administrators, confidential central office personnel, or the designee of the unit member. A unit member will be notified, in writing, of the name of any person other than those cited above who requests to view the unit member's file. Such notification shall be made prior to access by the person requesting.
- E. A unit member shall be entitled to a copy of any specific material(s) in his/her file upon written request.
- F. Unit members shall have the right to place any items as listed in B. 7. into their personnel file.
- G. All materials placed in a unit member's personnel file shall be accurate, relevant, timely, and complete.

7.10 PUBLIC COMPLAINT PROCEDURE

Any complaint regarding a unit member that relates to any employment duties which is brought to the attention of the administration and/or Board member shall be processed in the following manner:

- Step 1: The complaint will be directed by the building principal to the unit member(s) involved. If the complaint is of such a nature that the building principal does not believe that he/she need become immediately involved in the situation, the principal may direct the unit member to attempt to resolve the issue with the complainant. If the complaint is of such a nature that the principal believes he/she may resolve the matter without involving the unit member, he/she may attempt to resolve the matter. Upon resolution, the unit member must be informed of the outcome.

- Step 2: Any complaint unresolved at Step 1 may be submitted at the request of the unit member or complainant, either orally or in writing, to the building principal who shall attempt to resolve the matter to the satisfaction of all parties concerned.
- Step 3: Any complaint unresolved at Step 2 shall be forwarded by the building principal to the Superintendent. The complaint must be in writing and signed by the complainant.
- Step 4: Upon receipt of the complaint, the Superintendent shall confer with all parties. The unit member shall have the right to be present at all meetings of the Superintendent and the complainant. All parties shall have the right to representation if they so choose.
- Step 5: If the Superintendent is unable to resolve the complaint to the satisfaction of all parties concerned, at the request of the complainant or the unit member, the Superintendent shall forward the results of the discussion at Step 4 along with his/her recommendations, in writing, to the Board and provide a copy of such to all parties involved.
- Step 6: After receipt of the findings and recommendations of the Superintendent and before action is taken thereon, the Board shall afford the parties an opportunity to meet with the Board. The unit member may choose to have a representative of his/her choosing present at the meeting. Copies of any action taken by the Board shall be forwarded to all parties.

The Board will make every effort to secure a complainant's compliance with this procedure, but shall not be responsible for a third party's noncompliance.

If a complaint pertains to a unit member's actions while fulfilling the duties of a supplemental contract, the building principal or athletic director, whichever is appropriate, shall process the complaint under Steps 1-3 above. Further, the Athletic Department Handbook shall be followed for complaints about athletics.

An anonymous complaint will not be maintained in a unit member's personnel file, nor processed under the procedures of this section. This provision is not intended to preclude the Board or administration from taking appropriate action to address a problem that may surface in an anonymous complaint and that is independently corroborated; in no event, however, will action be taken against a unit member unless the unit member, with FEA representation if requested by the unit member, has been afforded an opportunity to respond to the issue.

The FEA and Board mutually recognize that any reprisal against a complainant or a complainant's child is inappropriate.

7.11 ACADEMIC FREEDOM

A unit member shall have the right to perform his/her professional responsibilities in the classroom in ways which best encourage a broad and complete understanding of educational subject matter. Such right shall be exercised within the bounds of professional responsibility and Board-adopted educational philosophy, policy, and curricula. However, this does not exclude the right and obligation of the administration to question, consult and direct whenever necessary.

7.12 ACCESS

The Board shall provide for an extension of the building office telephone to be available to unit members in a location affording privacy for business telephone calls. Unit members shall use such telephones only for calls related to the performance of their contractual duties.

7.13 LESSON PLANS

Lesson plans will show evidence of direction for instruction and implementation of courses of study.

7.14 ADMINISTERING MEDICATION/MEDICAL PROCEDURES

- A. Unit members, except school nurses, shall not be required to administer medication or perform medical procedures to pupils, but are required to take reasonable measures to assure the welfare of pupils. Unit members may be required to supervise the student's self-administration of medication in accordance with Board policies and procedures.
- B. Unit members, except school nurses, shall not routinely be required to check students for head lice. In special circumstances, unit members may be required to conduct such examinations under the supervision of qualified medical personnel to protect the health and welfare of pupils.

7.15 MEDICAL

- A. Hearing and Vision – Unit members will be provided the opportunity to have hearing and vision checkups at least every three (3) years. These tests will be administered by school personnel at Board expense.
- B. Physical Examination – The Board may require unit members to obtain physical examinations from a Board-appointed physician when necessary to protect the health and safety of pupils, unit members, and other school employees. The Board shall pay for all such examinations. The Board shall reimburse the unit member for the cost of a second physical obtained by the

unit member after his/her examination by the Board-appointed physician when the Board physician determines the examination was necessary to confirm the results of the initial physical.

7.16 UNIT MEMBERS WITH CONTAGIOUS DISEASES

- A. If there is reason to believe that a unit member is afflicted with a contagious disease on the basis of a written report submitted to the Superintendent, which shall identify the person(s) making the report, and shall stipulate the reason(s) why the reported unit member is suspected of being a carrier, the unit member will be required to submit to a medical evaluation in accordance with Section 3313.71 of the Ohio Revised Code. If a report is received which does not meet the above requirements, it shall not be acted on. The costs for any such medical evaluation and/or related procedures shall be paid by the Board.
- B. The determination of whether a unit member diagnosed as having a contagious disease is to be permitted to remain employed in a capacity that involves contact with students or other school employees shall be made by the Superintendent on a case-by-case basis in consultation with, and based upon, the recommendation of a medical review team composed of the unit member's treating physician, the Board's physician, and a county or state public health care official. Any costs of such a medical review team evaluation shall be paid by the Board. In making the recommendation the medical review team shall consider:
1. The nature of the risk of the unit member's medical condition (how the disease is transmitted);
 2. The duration of the medical condition (how long is the carrier infectious);
 3. The severity of the risk of the medical condition (what is the potential harm to third parties); and
 4. The probability the disease will be transmitted and will cause varying degrees of harm.
 5. Whether or not the unit member is otherwise qualified to remain in his/her current job. "Otherwise qualified" means that the unit member is able to meet all of the job requirements in spite of the unit member's medical condition.
- C. In making a determination of whether a unit member diagnosed as having a contagious disease is permitted to remain employed in the capacity that involves contact with students or school staff, the Superintendent shall comply with the provisions of this Agreement and Section 3319.13 of the Ohio Revised Code and shall consider the recommendation of the individuals identified in B above and shall base his/her decision on the following factors:

(a) whether the disease or infection is currently contagious; and (b) whether the unit member constitutes a direct threat to the health of others or is unable, by reason of the disease or infection, to perform his/her job. Pending such a determination, the unit member will be permitted to continue working unless it is determined the unit member poses an immediate threat to the health of others.

- D. The unit member will be unconditionally assigned to his/her current position unless the Superintendent, utilizing factors in C above, assigns the unit member to a work assignment under restrictive conditions, or the unit member upon exhaustion of accumulated sick leave is placed on a leave of absence with pay, or disability leave by Board action.
- E. If a unit member is placed on an involuntary leave of absence under C and D as a result of his/her physical inability to perform his/her job duties, the unit member will have a right to a hearing in accordance with Section 3319.16 of the Ohio Revised Code.
- F. A unit member may request a reconsideration of any action taken under C and D, provided such request is accompanied by medical evidence of a change in the unit member's health status.
- G. Subsequent to the determination that temporary or permanent removal of a disabled unit member is justified, the Board shall support the unit member's application for disability retirement, if the unit member elects to make such application.
- H. The medical records of all unit members shall remain confidential, except where disclosure is necessary for the administration of this article or mandated by law.

The identity of the infected unit member shall not be revealed to the general public. Any media contact will be referred to the Superintendent or his/her designee.

- I. The Board shall not discharge any unit member nor otherwise discriminate against any unit member with respect to wages, hours, terms or other conditions of employment on the basis of the fact that such unit member has contracted a chronic communicable disease or handicap related thereto, consistent with the medical review team evaluation.

All reports of suspected carriers, and all aspects of the medical evaluation shall be treated as "highly confidential." Any report received or rendered during these procedures shall be released only to the Superintendent and the unit member. Any discussion of a report by the Board shall be conducted in executive session. The unit member's immediate supervisor will be informed of the medical status of the unit member.

- J. The Board shall implement education programs for all school employees, students, and the school community regarding chronic communicable diseases and their transmission. The purpose of such programs shall be to reduce irrational fears regarding the diseases and their transmission within the school environment.

7.17 CLASS COVERAGE

When it becomes necessary to ask a unit member to cover the class responsibilities for another unit member for a period or less, the unit member asked may or may not accept the additional assignment according to the pre-planned use of the time involved. (Library or study hall assignment does not alter the basic responsibility of said unit member and is therefore exempt from this provision.) Whenever possible, substitute teachers will be employed for half day or longer assignments.

If an elementary specialist (art, music, physical education, technology instructor, or teacher of character education/guidance services/test prep) is absent and a substitute is unavailable, the regular classroom unit member may be required to supervise his/her students during the specialist scheduled time with the students. The classroom unit member shall be compensated at the rate of seventeen dollars (\$17.00) per hour. See Appendix E, pg. 75.

7.18 CLASS SIZE

It is recognized by the Board that pupil-unit member ratio is an important aspect of an effective educational program. The Board agrees to continue its efforts to keep class sizes at an acceptable number as dictated by the financial condition of the classroom space availability of the District. The Board will provide for a pupil-unit member ratio that meets or exceeds state standards. When crowded conditions exist in any classroom, the unit member may request a meeting with the Principal's Advisory Committee to discuss options for dealing with the problem. These options could include a unit member aide's assistance, forming another class, regrouping of students, or hiring more staff. The Principal's Advisory Committee will submit its recommendations to the Superintendent. The Superintendent will consider the request of the Principal's Advisory Committee and make a recommendation to the Board. The final decision will rest with the Board.

7.19 MASTER SCHEDULE

Building principals will hold a voluntary department/grade level meeting for the purpose of receiving input with respect to master schedules.

7.20 STUDENTS WITH SPECIAL NEEDS

The Board recognizes the rights of regular and special area unit members to preserve the educational balance in their classrooms. When a student with special needs is placed into the regular classroom, the unit member will be given information of the student's academic, emotional, physical, or other problems. The following may be

used by the unit members who have or will have one or more special needs students included into their classes:

- A. The receiving unit member, or any unit member, can request an IT meeting at any time to review the special needs of a student. This meeting will take place within ten (10) working days from the date of the request.
- B. Intergrade level meetings including support staff will be held at the end of the school year to provide necessary communication to next year's unit members concerning the needs of students having severe special needs.
- C. Whenever possible, the same educational aide will be assigned to a special needs student.
- D. Special unit members will be given the class assignments of their students as soon as they are determined in order to inform unit members about students' IEP and other learning problems.
- E. All staff who are involved with the student will be notified of initial placement meetings. The school psychologist will inform unit members of test results and arrange meetings with parents. Unit members need to know of these meetings at least five (5) working days before the meeting time, when possible.
- F. All parties will attempt to schedule IEP, IT, ETR, IAT, and Section 504 Plan conferences during the unit members' normal workday. The school psychologist or designated personnel will be responsible for scheduling all such meetings. With respect to any such conferences that cannot be scheduled within the normal workday, or any such conference during the normal workday that results in the loss of all or part of a unit member's planning time, the following shall apply.
 1. The parties will attempt to schedule the presence of any required regular classroom unit member, as opposed to special education unit member, during the first part of the conference, and such regular classroom unit member will be dismissed when his/her presence is no longer required; and
 2. Any unit member whose presence in such a conference is required for more than six (6) hours, over the course of the school year, of what would otherwise be scheduled planning time combined with time outside the normal workday will be compensated at the hourly rate of nineteen dollars and fifty cents (\$19.50) for such mandatory IEP, IT, ETR, IAT, and Section 504 Plan conference time in excess of six (6) hours, rounded to the nearest quarter (1/4) hour, but not less than one-quarter (1/4) hour. See Appendix F, pg. 76. The unit member will submit time documentation under this provision to the District's special education coordinator on a form to be jointly developed by the

District and the FEA, and payment will be made not later than the last regularly scheduled payday in June.

7.21 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

- A. The LPDC shall be comprised of five (5) members. Three members will be unit members chosen by the FEA and the other two (2) will be appointed by the Superintendent. The Superintendent's appointees may include himself/herself and/or any other licensed/certificated educator.
- B. All members shall be issued a supplemental contract for \$1,500.00 per year. Payment will be made in three (3) equal installments on the second regular payday in October, the first regular payday in February, and the last regular payday in June.
- C. Each committee member shall be granted up to six (6) days' release time per year for appropriate LPDC training.
- D. The FEA, pursuant to its constitution, shall determine method(s) of recalling or replacing LPDC unit members.
- E. The Superintendent shall determine the recall and replacement of the non-teacher LPDC members.

ARTICLE VIII

OTHER PROVISIONS

8.01 CONFLICT WITH LAW

If any provision of this Agreement, or any application of the provisions of this Agreement, or any agreement reached under its terms, conflicts with Ohio or federal law, regulation, ruling or order, now or hereafter enacted or issued, such provisions, applications or agreement shall be inoperative but the remaining provisions herein shall remain in effect. In the event of any such conflict, the parties shall meet within thirty (30) days to attempt to negotiate a valid substitute to the invalid provision.

8.02 ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this Agreement constitutes the entire contract between them and settles all demands and issues on all matters within the scope of bargaining.

All prior negotiated agreements not contained herein shall not be binding upon the parties.

8.03 DURATION

This Agreement shall become effective July 1, 2010, and shall remain in effect until midnight June 30, 2013.

Notwithstanding the above, representatives of the Board and the FEA will convene on or about May 10, 2012, for the limited purpose of reopening bargaining only on the base salary (Article V, Section 5.01) and insurance (Article V, Section 5.04) that will be effective with the 2012-13 school year. If agreement is not achieved within fourteen (14) calendar days, the impasse mediation provisions of Article II, Section 2.07, of this Agreement shall apply. If agreement is not achieved during mediation, it is recognized that the FEA may exercise the rights appearing in Section 4117.14(D)(2) of the Ohio Revised Code.

FREDERICKTOWN EDUCATION
ASSOCIATION

Brendin J. Gallagher

D. L. F. Hertz

Teresa A. Vesper-Snyder

Kimble

Gyach

FREDERICKTOWN LOCAL
BOARD OF EDUCATION

Betty Weller

Mark A. Overholt

Al R...

J. B. ...

James B. ...

Pat Miller

GRIEVANCE REPORT FORM
(To be Filed in Triplicate)

Grievance # _____ Date Filed _____

Name of Aggrieved _____

Building _____ Assignment _____

STEP 2
(Submitted to Immediate Supervisor)

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance
(Cite specific article[s] and section[s] of the agreement.)

2. Relief Sought

Signature of Aggrieved

Date

B. Disposition of Supervisor

Signature of Supervisor

Date

STEP 3
(Submitted to Superintendent)

A. Position of Aggrieved or Association

Signature of Aggrieved

Date

B. Disposition by Superintendent or Designee

Signature of Superintendent or Designee

Date

STEP 4
(Submitted to Board)

A. Position of Aggrieved or Association

Signature of Aggrieved

Date

B. Disposition by Board

Signature of Board President

Date

FREDERICKTOWN LOCAL SCHOOLS

ASSAULT LEAVE

Name _____ Date _____

School _____

Assault leave has been taken in accordance with Section 3319.143 of the Ohio Revised Code and the Assault Leave Policy of the Agreement between the Fredericktown Local Board of Education and the Fredericktown Education Association.

_____ day(s) of assault leave was/were taken beginning at _____ on
time

_____/_____, 20____ and ending at _____ on
day month time

_____/_____, 20____.
day month

The following information must be stated:

Duration of Medical Attention _____

Name of Physician _____

Office Address _____

Unit Member's Signature

Principal

Superintendent

PERSONAL LEAVE FORM

Unit Member _____

Building _____

Date of Request _____

Day(s) and date(s) for which leave is requested _____

Personal leave is to be used in accordance with the following provisions:

Written request on the form, as herein incorporated, must be given to the principal for acknowledgement and to the Superintendent at least five (5) days prior to the requested date, except in emergencies. In emergency situations, the form shall be submitted as early as possible.

Personal leave shall be used in one-half (1/2) or one (1) day increments.

Approved personal leave shall be at regular pay.

Personal leave may not be accumulated from year to year.

The personal leave shall require a signed certification that the leave will not be used for seeking or engaging in gainful employment.

Except in special circumstances, which must be explained in writing, personal leave shall not be used to extend a holiday or vacation period.

Personal leave will be approved provided that all provisions of this section have been met.

However, no more than five (5) percent of any building may use personal leave on a given day except by prior agreement when a position can be covered with a substitute.

I hereby certify that the above personal leave will be/was used for an appropriate reason. I understand that a violation of this certification of the use of personal leave for a reason prohibited by E of the personal leave section constitutes grounds for suspension or termination.

Unit Member's Signature

Principal's Acknowledgement

Superintendent's Signature

Date

EXPLANATION OF FORMS

Classroom Observation/Evaluation Checklist: This form may be used by a principal when observing a teacher. It is the principal's option to use or not to use this form. When the form is used both the principal and teacher should sign the form. Only areas observed need to be completed on the form.

Evaluation Summary: This form is to be used by the building principal for summarizing conferences with the teachers. It is used at a minimum of twice a year for teachers on full evaluation. The final summary should summarize a teacher's evaluation including professional goals for the year. More than one page can be used if needed, but all pages used must be signed.

Evaluatee's Evaluation Response: This form is optional for the evaluatee to use if the evaluatee does not agree with the evaluation summary. More than one page may be used if needed, but all must be signed.

Improvement Area Form: This form can be used by the evaluator at any time during the school year. It is to be used by the evaluator when the evaluator wishes to document any area the evaluator feels needs to be improved.

Recommendations for improvement along with a time line must be listed when using this form. This form could be attached to the evaluation summary. More than one page can be used if needed. However, all pages must be signed.

**FREDERICKTOWN LOCAL SCHOOL DISTRICT
CLASSROOM OBSERVATION/EVALUATION CHECKLIST**

Teacher _____ Period/Time _____

Observer _____

Date _____ Class _____

	Excellent	Good	Satisfactory	Needs Improvement	Comments
1. Lesson plans					
2. Learning Environment - Neat, Attractive					
3. Bulletin Board Displayed					
4. Tasks Oriented					
5. Appearance, voice quality, enthusiasm					
6. Knowledge of subject matter					
7. Classroom discipline and control is evident					
8. Good rapport with students is evident					
9. Student attention and participation					
10. Explanation and demon- strations (clear and informative)					
11. Assignments are meaningful and clearly given					
12. Use of variety of ideas and teaching techniques					
13. Productive use of time					
14. Use of questioning techniques					
15. Use of teaching aides (AV- resources, etc.)					

COMMENTS:

SIGNATURE – PRINCIPAL _____

TEACHER _____

(Signature denotes receipt of this form, not necessarily agreement.)

EVALUATION SUMMARY

EVALUATEE:

EVALUATOR:

DATE:

PRINCIPAL _____ DATE _____

TEACHER _____ DATE _____

(Signature denotes receipt of this form, not necessarily agreement with evaluator.)

EVALUATEE'S RESPONSE (Optional)

TEACHER _____ DATE _____

PRINCIPAL _____ DATE _____

(Signature denotes receipt of this form, not necessarily agreement with response.)

IMPROVEMENT AREA FORM

DATE _____

SPECIFIC IMPROVEMENT TO BE MADE:

RECOMMENDATIONS FOR IMPROVEMENT:

TIME LINE:

SIGNATURES: Principal _____

Teacher _____
(Signature denotes receipt of this form, not necessarily agreement.)

**FREDERICKTOWN LOCAL SCHOOLS
GUIDANCE COUNSELOR EVALUATION FORM
HIGH SCHOOL**

NAME _____ DATE _____

Data Sources (for example: conference, observation)

The proper use of these forms will assist the counselor and administrator in their analysis of performance behaviors and the development of prescriptive measures for the improvement of performance. It is understood that an “unsatisfactory” marking obliges the administrator to work with the counselor to improve performance in the designated area within an agreed upon period of time. Documentation of such improvement is required.

CODES

S	=	Satisfactory	Meets or exceeds the district’s expectations.
NI	=	Needs Improvement	Performance improvement is needed in this area.
U	=	Unsatisfactory	The performance does not meet the district’s expectations and is unacceptable.
N/A	=	Not Applicable	Does not apply at this time.

EVALUATION GUIDELINES

The appraisal on each standard is marked by placing an “X” in the appropriate box.

Comments are optional, but encouraged. If a standard is marked “unsatisfactory” or “needs improvement” appropriate comments shall be included.

**FREDERICKTOWN LOCAL SCHOOLS
GUIDANCE COUNSELOR EVALUATION FORM
HIGH SCHOOL**

PERFORMANCE RESPONSIBILITIES:

	S	NI	U	N/A	Comments
1. Remains readily available to students to provide counseling that will lead each student to increased personal growth, self-understanding, and maturity.					
2. Works with students on an individual basis in the solution of personal or academic problems.					
3. Works to resolve students' educational handicaps utilizing the IBA/IEP process.					
4. Maintains student records and protects their confidentiality.					
5. Organizes a planned program of individual and group counseling, group guidance instruction, staff consultation, parent consultation, staff information service, guidance resource service, and guidance research and evaluation service.					
6. Is available for consultation on discipline, emotional and social problems of students.					
7. Confers with parents whenever necessary.					
8. Works with community groups interested in improving the total growth of our children.					
9. Advises administrators and faculty on the matters of student problems/counseling.					
10. Assists in the orientation of new faculty members regarding the guidance function.					
11. Assists students in evaluating their aptitudes and abilities through the interpretation of individual standardized test scores and other pertinent data, and works with students in evolving education and occupation plans in terms of such evaluation. This will be done in cooperation with other staff members.					

**FREDERICKTOWN LOCAL SCHOOLS
GUIDANCE COUNSELOR EVALUATION FORM
HIGH SCHOOL**

	S	NI	U	N/A	Comments
12. Obtains and disseminates occupational information to students and to classes studying occupations.					
13. Helps students evaluate career interests and choices through the ICP (Individual Career Plan) process.					
14. Plans guidance field trips to schools, colleges, and industry for interested students.					
15. Aids students in course and subject selections.					
16. Assists with student scheduling and makes all schedule changes in accordance with Board policy.					
17. Assists in registering/scheduling students and orients them to school procedures and the school's varied opportunities for learning.					
18. Works in cooperation with the High School principal and Career Center staff to facilitate the placement and education of district students enrolled in a Career Center.					
19. Schedules all recruitment representatives of military and post-secondary institutions.					
20. Assists in the preparation and processing of college, scholarship and employment applications when needed.					
21. Makes recommendations to colleges for admissions and scholarships including post-secondary enrollment.					
22. Arranges for home instruction tutors in cooperation with building principal.					
23. Conducts student group guidance programming as needed.					
24. Performs records check for majors, minors, and graduation requirements of all students.					

**FREDERICKTOWN LOCAL SCHOOLS
GUIDANCE COUNSELOR EVALUATION FORM
HIGH SCHOOL**

	S	NI	U	N/A	Comments
25. Coordinates special education placement meetings and follows all state and federal regulations regarding special education.					
26. Provides student information to colleges and potential employers according to provisions of the Board's policy on student records.					
27. Is available to guide students in their participation in school activities.					
28. Coordinates the administration of the district and students' testing with the building principal.					
29. Works to prevent students from dropping out of school.					
30. Utilizes effective verbal and written skills to interpret the school's objectives to students, parents, and the community at large.					
31. Works in cooperation with other staff.					
32. Communicates guidance activities and programs through appropriate media.					
33. Abides by and observes all Board policies, administrative rules, directives, and procedures.					
34. Performs other related duties under the supervision of the building administrator during the assigned working day.					

**FREDERICKTOWN LOCAL SCHOOLS
GUIDANCE COUNSELOR EVALUATION FORM
HIGH SCHOOL**

Additional Comments by Evaluating Administrator:

Recommendations for Improvement with a Time Line:

Counselor Comments and Response:

ACKNOWLEDGEMENT

The information contained herein has been read and discussed by those whose signatures appear below.

Counselor _____ Date _____

Administrator _____ Date _____

**FREDERICKTOWN LOCAL SCHOOLS
GUIDANCE COUNSELOR EVALUATION FORM
PRIMARY/INTERMEDIATE**

NAME _____ DATE _____

Data Sources (for example: conference, observation)

The proper use of these forms will assist the counselor and administrator in their analysis of performance behaviors and the development of prescriptive measures for the improvement of performance. It is understood that an “unsatisfactory” marking obliges the administrator to work with the counselor to improve performance in the designated area within an agreed upon period of time. Documentation of such improvement is required.

CODES

S	=	Satisfactory	Meets or exceeds the district’s expectations.
NI	=	Needs Improvement	Performance improvement is needed in this area.
U	=	Unsatisfactory	The performance does not meet the district’s expectations and is unacceptable.
N/A	=	Not Applicable	Does not apply at this time.

EVALUATION GUIDELINES

The appraisal on each standard is marked by placing an “X” in the appropriate box.

Comments are optional, but encouraged. If a standard is marked “unsatisfactory” or “needs improvement” appropriate comments shall be included.

**FREDERICKTOWN LOCAL SCHOOLS
GUIDANCE COUNSELOR EVALUATION FORM
PRIMARY/INTERMEDIATE**

PERFORMANCE RESPONSIBILITIES:

	S	NI	U	N/A	Comments
1. Remains readily available to students to provide counseling that will lead each student to increased personal growth, self-understanding, and maturity.					
2. Works with students on an individual basis in the solution of personal or academic problems.					
3. Works to resolve students' educational handicaps utilizing the IBA/IEP process and follows all state and federal regulations regarding special education.					
4. Maintains student records and protects their confidentiality.					
5. Coordinates activities and programs in the areas of substance abuse and prevention, sexual harassment, and conflict resolution.					
6. Organizes a planned program of individual and group counseling, group guidance instruction, staff consultation, parent consultation, staff information service, guidance resource service, and guidance research and evaluation service					
7. Is available for consultation on discipline, emotional and social problems of students.					
8. Confers with parents whenever necessary.					
9. Works with community groups interested in improving the total growth of our children.					
10. Advises administrators and faculty on the matters of dealing with student problems.					
11. Assists in the orientation of new faculty members regarding the guidance function.					

**FREDERICKTOWN LOCAL SCHOOLS
GUIDANCE COUNSELOR EVALUATION FORM
PRIMARY/INTERMEDIATE**

	S	NI	U	N/A	Comments
12. Through the counseling role, assists students in evaluating their aptitudes and abilities through the interpretation of individual standardized test scores and other pertinent data, and works with students in evolving education and occupation plans in terms of such evaluation. This will be done in cooperation with other staff members.					
13. Obtains and disseminates occupational information to students and to classes studying occupations.					
14. Helps students evaluate career interests and choices through the ICP (Individual Career Plan) process.					
15. Helps plan trips to schools and industry for interested students.					
16. Aids students in course and subject selections.					
17. Assists in registering/scheduling students and orients them to school procedures and the school's varied opportunities for learning.					
18. Assists in arranging for home instruction tutors in cooperation with building principals.					
19. Provides information to students in their participation in school/community activities.					
20. Communicates guidance activities and programs through appropriate media.					
21. Utilizes effective verbal and written skills to interpret the school's objectives to students, parents, and the community at large.					
22. Abides by and observes all Board policies, administrative rules, directives, and procedures.					
23. Performs other related duties under the supervision of the building administrator during the assigned working day.					

**FREDERICKTOWN LOCAL SCHOOLS
GUIDANCE COUNSELOR EVALUATION FORM
PRIMARY/INTERMEDIATE**

Additional Comments by Evaluating Administrator:

Recommendations for Improvement with a Time Line:

Counselor Comments and Response:

ACKNOWLEDGEMENT

The information contained herein has been read and discussed by those whose signatures appear below.

Counselor _____

Date _____

Administrator _____

Date _____

APPLICATION FOR EDUCATIONAL ADVANCEMENT COSTS

INSTRUCTIONS: Attach a completed requisition for reimbursement and submit both to the Superintendent for approval prior to the first class meeting.

Name _____

Teaching Field _____

College or University Attending _____

Dates of Attendance _____

List Course or Courses to be Taken this Semester (up to 3 hrs.)* Sem. Cr. Hrs.

*If more than 3 semester hours are requested per semester, please complete a separate application that will be considered for reimbursement for extra hours in October. (Current year is considered class start dates between July 1 – June 30.)

For Reimbursement			
Hours		Hours	
_____ Semester I		_____ Semester III	
_____ Semester II		_____ Extra	

Date Application Received _____

Approved _____ Disapproved _____

Administrative Signature

For Treasurer's Office Use

Date Transcript Received Verifying Completion _____

Date of Payment _____

**FREDERICKTOWN LOCAL SCHOOLS
MEDICAL BENEFITS**

Plan Type	Network Benefits	Out-of-Network Benefits
Waiting Period and Eligibility	Immediate	Immediate
Dependents covered	Spouse, children to 19 or 23 if student	Spouse, children to 19 or 23 if student
Deductible	\$200 with no cross application	\$500 with no cross application
Family Deductible	\$400 with no cross application	\$1,500 with no cross application
Out-of-Pocket Limits (excl. deductible)	\$600 per person and \$800 per family	\$1,500 per person and \$3,000 per family with no cross application
Lifetime Benefits	\$1,000,000	\$1,000,000
Coinsurance Levels	80%	60%
Pre-Admission Notification	Yes	Yes
Inpatient	80% after ded., subject to OOPL	60% after ded., subject to OOPL
Inpatient Mental Nervous/Substance Abuse	80% after ded., subject to OOPL limited to 30 days annually cross applied	60% after ded., subject to OOPL limited to 20 days annually cross applied
Surgery	80% after ded., subject to OOPL	60% after ded., subject to OOPL
Emergency Room Visit	80% after ded., subject to OOPL	60% after ded., subject to OOPL
Physician Office Visit	80% after ded., subject to OOPL	60% after ded., subject to OOPL
Specialist Office Visit	80% after ded., subject to OOPL	60% after ded., subject to OOPL
Diagnostic Lab & X-ray	100%	60% after ded., subject to OOPL
Radiotherapy	80% after ded., subject to OOPL	60% after ded., subject to OOPL
Speech Therapy	80% after ded., subject to OOPL	60% after ded., subject to OOPL
Outpatient Physical Therapy	80% after ded., subject to OOPL limited to 60 visits annually cross applied	60% after ded., subject to OOPL limited to 15 visits annually cross applied
Outpatient Inhalation Therapy	80% after ded., subject to OOPL	60% after ded., subject to OOPL
Chemotherapy	80% after ded., subject to OOPL	60% after ded., subject to OOPL
Outpatient Cardiac	80% after ded., subject to OOPL with \$1,000/yr.	60% after ded., subject to OOPL
Outpatient Mental Nervous	80% after ded., subject to OOPL limited to 20 visits annually cross applied	60% after ded., subject to OOPL limited to 10 visits annually cross applied
Outpatient Substance Abuse	80% after ded., subject to OOPL limited to 20 visits annually cross applied	60% after ded., subject to OOPL limited to 10 visits annually cross applied

Plan Type	Network Benefits	Out-of-Network Benefits
Outpatient Accident	80% after ded., subject to OOPL	60% after ded., subject to OOPL
Voluntary Sterilization	80% after ded., subject to OOPL	Not covered
Ambulance	80% after ded., subject to OOPL	60% after ded., subject to OOPL
Home Health Care	100%	60% after ded., subject to OOPL limited to 50 visits annually cross applied
Durable Medical Equipment	80% after ded., subject to OOPL	60% after ded., subject to OOPL
Skilled Nursing Facility	80% after ded., subject to OOPL	Not covered
Hospice	100%	60% after ded., subject to OOPL
Chiropractic Services	80% after ded., subject to OOPL	60% after ded., subject to OOPL limited to 10 visits annually cross applied
Radial Keratotomy, Refractive Keratoplasty & any other procedure to correct nearsightedness & farsightedness	Not covered	Not covered
Abortion	80% after ded., subject to OOPL	Not covered
Transgender	Not covered	Not covered
Well Child Preventative	80% after ded., \$500 limit to age 1 and \$150 from age 1 to age 9	Not covered
Adult Preventative Care	\$75 biennially	Not covered
Pap Smear, Mammogram, Prostate Exam	Annually	Not covered
Prescription Drugs	\$15 / \$25	\$15 / \$25
Prescription Contraceptive Coverage		

To be eligible, upon reemployment, for a continuing contract effective at the start of the next school year, a unit member must satisfy both the following service and professional credential/coursework requirements:

A. Service Requirement

By the end of the school year in which the unit member receives consideration for reemployment under a continuing contract, the employee (if continuing contract status has not previously been attained in a different Ohio public school district) must have taught in the Fredericktown District for at least three (3) of the last five (5) school years; if the unit member has previously attained continuing contract status in another Ohio public school district, the employee must have served at least two (2) years in the Fredericktown District.

For this purpose, a “year” means actual regular (not including substitute) teaching service of not less than 120 days within a particular school year.

B. Credential/Coursework Requirement

By not later than April 1 of the school year in which the unit member receives consideration for reemployment under a continuing contract, effective at the start of the next school year, the employee must either:

1. Hold a valid professional, permanent, or life teacher’s certificate issued by the Ohio Department of Education; or
2. Hold a valid professional educator license issued by the Ohio Department of Education and also has completed one of the following:
 - a. If the unit member did not hold a master’s degree at the time of initially receiving a teacher’s certificate (under former Ohio law) or an educator license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in State Board of Education rules;
 - b. If the unit member held a master’s degree at the time of initially receiving a teacher’s certificate (under former Ohio law) or an educator license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in State Board of Education rules.

Should the legal requirements for continuing contract eligibility change, this Appendix shall be amended to reflect all such changes.

TEACHER _____

DATE _____

Is staff member on Full Evaluation this year? Yes No (circle one)

FREDERICKTOWN LOCAL SCHOOLS

TEACHER EVALUATION

Adopted: July 1, 2007

GRADE LEVEL: _____ SUBJECT: _____

Memorandum of Understanding

This evaluation instrument and procedure is a dynamic, diagnostic tool that is to be reviewed every six (6) years or every other contract negotiation starting with the 2007/2008 school year. A committee consisting of not more than six (6) unit members, to be designated by the Fredericktown Education Association President, and one (1) Administrator, designated by the Superintendent, will be formed no later than November 1 of the school year the evaluation instrument is up for review. This committee will appoint a chair for the committee reviewing the evaluation instrument. Any recommendations will be submitted to the Board of Education and Fredericktown Education Association and must be ratified by both the Board of Education and FEA for implementation in the next contract. In the event that the Board and Association and FEA do not agree with the recommendations of the committee, the evaluation instrument will not have any changes made to the most recently approved instrument.

This memorandum has been thoroughly read and understood by both the Fredericktown Education Association and the Fredericktown Board of Education. Each party has had the opportunity to review with legal counsel, and designated individuals have the right to sign this agreement.

Instructions:

M = Meets I = Improvement Needed U = Unsatisfactory Nothing Checked = Not Applicable

DOMAIN A: Planning and Preparation

	M	I	U	COMMENTS
1. Demonstrates knowledge of content.				
2. Demonstrates knowledge of characteristics of age group.				
3. Goals are valid and clearly expressed.				
4. Demonstrates awareness of prior content knowledge.				
5. Designs coherent instruction/implements effective intervention strategies/uses best practices.				
6. Assessments are aligned with clear goals.				
7. Goals demonstrate multiple levels of thinking and integration.				
8. Available resources are utilized.				
9. Instructional groups are appropriate to goals.				
10. Instructional lessons are structured, defined and activities are relevant.				
11. Criteria and standards are clearly communicated.				
12. Demonstrates usage of prior assessments in planning.				

DOMAIN B: Classroom Environment

	M	I	U	COMMENTS
1. Teacher interaction with students demonstrates caring and respect.				
2. Conveys behavioral expectations; monitors and responds to student behavior.				
3. Expectations for learning and achievement are established.				
4. Offers an environment that is safe and accessible to learning.				
5. Executes non-instructional duties in order to optimize instructional time.				

DOMAIN C: Instruction

	M	I	U	COMMENTS
1. Makes the content comprehensible.				
2. Monitors students' understanding and provides feedback.				
3. Differentiates instruction; uses best practices.				
4. Uses instructional materials, resources, activities or lessons in an effective manner.				
5. Structure is defined and pacing.				
6. Questioning and discussion techniques provide students with time to respond.				

DOMAIN D: Professional Responsibilities

	M	I	U	COMMENTS
1. Reflects on teaching/effectiveness for future teaching.				
2. Maintains accurate instructional and non-instructional records.				
3. Maintains relationships with administration support staff and other teachers.				
4. Collaborates with colleagues and participates in decision-making.				
5. Uses information about individual students.				
6. Maintains effective relationships with students				
7. Maintains effective relationships with parents.				
8. Completes forms and reports in an accurate and timely manner.				
9. Follows district and school policies and procedures.				

EVALUATOR'S SUMMATION AND RECOMMENDATION FOR IMPROVEMENT:

Specific improvement(s) to be made:

Recommendation(s) for improvement:

Timeline:

TEACHER'S RESPONSE :

Please initial one :

_____ This evaluation is an accurate assessment of my teaching ability.

_____ This evaluation is not an accurate assessment of my teaching ability.

Signature of Teacher

Date

- 1. First observation. _____ Date
- 2. Time of first observation (minimum of 30 minutes). _____ Time In _____ Time Out
- 3. Second observation. _____ Date
- 4. Time of second observation (minimum of 30 minutes). _____ Time In _____ Time Out

Teacher received evaluation. _____ Date

Post-conference date (should be conducted within five (5) school days of the observation). _____ Date

I certify that this evaluation represents my best judgment.

Signature of Evaluator _____ Date

I have read and received a copy of this document. (A signature does not necessarily indicate agreement, only that the evaluation has been completed, discussed, and a copy made available to the teacher.)

Signature of Teacher _____ Date

Four Domains of Teaching

- A. **Planning and Preparation.** This domain includes demonstrating knowledge of content, pedagogy, and students, along with being able to select appropriate instructional goals, resources and designing instruction and assessment.
- B. **Classroom Environment.** This domain includes creating an environment of respect and rapport, establishing a culture for learning and managing classroom procedures and student behavior.
- C. **Instruction.** This domain is daunting, as it includes complex communication, questioning, and discussion skills, along with being able to engage students in learning and providing meaningful feedback to students. Finally, all experienced teachers know that demonstrating flexibility and responsiveness is key to successful instruction.
- D. **Professional Responsibilities.** This domain has a broad range of components essential to teacher success: maintaining accurate records, communicating with families, contributing to the school and community are ways to be professional to others. Being professional within includes reflecting on teaching and continuing to grow and develop professionally.

Evaluation Guidelines

DOMAIN A: PLANNING AND PREPARATION

Element	Unsatisfactory	Improvement Needed	Meets
Demonstrates knowledge of content	Teacher makes content errors or does not correct content errors students make.	Teacher displays basic content knowledge but cannot articulate connections with other parts of the discipline or with other disciplines.	Teacher displays solid content knowledge, makes connections between the content and other parts of the discipline and other disciplines and shows evidence of continuing pursuit of such knowledge.
Knowledge of characteristics of age group	Teacher displays minimal knowledge of developmental characteristics of age group.	Teacher displays generally accurate knowledge of developmental characteristics of age group.	Teacher displays thorough understanding of typical developmental characteristics of age group as well as exceptions to general patterns and the extent to which each student follows patterns.
Goals are valid and clearly expressed	Goals are either not clear or do not permit viable methods of assessment.	Goals are only moderately clear or include a combination of goals and activities. Some goals do not permit viable methods of assessment.	Goals are clear and include a few activities. Most permit viable methods of assessment and are evident in the form of student learning.
Demonstrates awareness of prior content knowledge	Teacher displays little understanding of prerequisite curriculum important for student learning of the content.	Teacher indicates some awareness of prerequisite curriculum, although such knowledge may be incomplete or inaccurate.	Teacher's plans and practices build on understanding of prerequisite curriculum among topics and concepts and identifies causes for student's misunderstanding.
Designs coherent instruction / implements effective interventions strategies	Teacher displays little understanding of teaching/ learning methods issues involved in student learning of the content and is unfamiliar with the different approaches to learning that students exhibit, such as learning styles, and multiple intelligences.	Teacher displays basic pedagogical knowledge but does not anticipate student misconceptions and displays general understanding of the different approaches to learning that students exhibit.	Teacher displays continuing search for best practice within the discipline and anticipates student misconceptions and displays understanding of the different approaches to learning that individual students exhibit. Teacher uses knowledge of varied approaches to learning in instructional planning.
Assessments are aligned with clear goals	Content and methods of assessment are absent or lack congruence with instructional goals.	Some of the instructional goals are assessed through the proposed approach, but many are not.	The proposed approach to assessment is congruent with the instructional goals, both in content and process.
Goals demonstrate multiple levels of thinking and integration.	Goals represent low expectations, do not reflect important learning, do not follow an organized progression, and reflect only one type of learning and one discipline or strand.	Goals are moderately valuable in either their expectations or conceptual understanding for students. The importance of learning and the progression of activities in the unit are unbalanced and reflect several types of learning but no effort at coordination or integration.	Goals are valuable in their level of expectations, conceptual understanding, and importance of learning. The teacher can also clearly articulate how goals establish high expectations and relate to the curriculum. The progression of activities in the unit is even and reflects several different types of learning, opportunities for integration, and a student initiative in establishing important learning.

Available resources are utilized	Appropriate materials and resources are not evident or do not support the instructional goals or engage students in meaningful learning experiences.	Some of the materials and resources support the instructional goals. Some engage students in meaningful experiences.	Materials and resources support the instructional goals. Most engage students in meaningful learning experiences.
Instructional groups are appropriate to goals	Instructional groups do not support the instructional goals and offer no variety.	Instructional groups are inconsistent in suitability to the instructional goals and offer minimal variety.	Instructional groups are varied, as appropriate to the different instructional goals. There is evidence of student choice in selecting different patterns and/or roles of instructional groups.
Instructional lessons are structured, defined and activities are relevant	The lesson or unit has no clearly defined structure, or the structure is chaotic. Time allocations are not reasonable.	The lesson or unit has 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 and allows for different pathways according to student needs. Time allocations are reasonable.
Criteria and Standards are clearly communicated	The proposed approaches contain no clear criteria or standards and are not communicated.	Assessment criteria and standards have been developed, but they are either not clear or have not been clearly communicated to students.	Assessment and standards are clear and have been clearly communicated to students.
Demonstrates usages of prior assessment in planning	The assessment results minimally affect planning.	Teacher uses assessment results to plan for the class as a whole.	Teacher uses assessment results to plan for individuals and groups of students. Students are aware of how they are meeting the established standards and participate in planning the next steps.

DOMAIN B: CLASSROOM ENVIRONMENT

Element	Unsatisfactory	Improvement Needed	Meets
Teacher interaction with students demonstrates caring and respect.	Teacher interaction with at least some students is negative, demeaning, sarcastic, or inappropriate to the age or culture of the students.	Teacher-student interactions are generally appropriate but may reflect occasional inconsistencies, favoritism, or disregard for students' cultures.	Teacher-student interactions are friendly and demonstrate general warmth, caring, and respect. Such interactions are appropriate to developmental and cultural norms. Teacher demonstrates genuine caring and respect for individual students. Students exhibit respect for teacher.
Conveys behavioral expectations, monitors and responds to student behavior	No standards of conduct appear to have been established, behavior is not monitored, and teacher is unaware of what students are doing. The teacher does not respond to misbehavior, or the response is inconsistent, overly repressive, or does not respect the student's dignity.	Standards of conduct appear to have been established for most situations, and most students seem to understand them. Teacher is generally aware of student behavior but may miss the activities of some students. The teacher attempts to respond to student misbehavior but with uneven results, or no serious disruptive behavior occurs.	Standards of conduct are clear to all students. Teacher is alert to student behavior at all times and monitoring is subtle and preventive. Teacher response to misbehavior is appropriate, effective and sensitive to student's individual needs while respecting the student's dignity. Or behavior is entirely appropriate.
Expectations for learning are achievement are established	No standards of conduct appear to have been established, or students are confused as to what the standards are.	Standards of conduct appear to have been established for most situations, and most students seem to understand them.	Standards of conduct and achievement expectations are clear to all students and have been developed with student participation.

Offers an environment that is safe and accessible to learning	The classroom is unsafe, or the furniture arrangement is not suited to the lesson activities, or both.	The classroom is safe, and classroom furniture is adjusted for a lesson, or if necessary, a lesson is adjusted to the furniture, but with limited effectiveness.	The classroom is safe, the furniture arrangement is a resource for learning activities, and students adjust the furniture to advance their own purposes in learning.
Executes non-instructional duties in order to optimize time	Considerable instructional time is lost in performing non-instructional duties.	Systems for performing non-instructional duties are fairly efficient, resulting in little loss of instructional time.	Efficient systems for performing non-instructional duties are in place and well established, with students assuming considerable responsibility for efficient operation resulting in minimal loss of instructional time.

DOMAIN C: INSTRUCTION

Element	Unsatisfactory	Improvement Needed	Meets
Makes the content comprehensible	Teacher directions and procedures are confusing to students; spoken and/or written language is difficult to understand and may contain many grammar and syntax errors. Vocabulary may be inappropriate, vague, or used incorrectly, leaving students confused.	Teacher directions and procedures are excessively detailed or require clarification after initial student confusion. Teacher's spoken language is audible, and written language is legible. Both are used correctly. Vocabulary is correct but limited or is not appropriate to students' ages or background.	Teacher directions and procedures are clear to students and contain an appropriate level of detail and anticipate possible student misunderstanding. The spoken and written language is clear, correct and expressive, with well-chosen vocabulary that enriches the lesson and is appropriate to students' age and interests.
Monitors students' understanding and provides feedback	Teacher assessment of student progress is of poor quality, he/she ignores students' questions or interests, and feedback is either not provided or is of uniformly poor quality.	Teacher attempts to relate assessment to instructional goals and documents student progress as well as attempts to accommodate students' questions or interests, and feedback is inconsistent in quality: Some elements of high quality are present, others are not.	Teacher assessment reflects instructional goals, documents student progress, successfully accommodates students' questions or interests, and seizes opportunities to enhance learning by building on a spontaneous event. Student has responsibility for self-assessment, which reflects the instructional goals and documents his/her own progress. Feedback is consistently high quality. Provision is made for students to use feedback in their learning.
Differentiates instruction; uses best practices	Content, substance, activities and assignments are inappropriate and unclear or use poor examples and analogies and the students are not engaged.	Content, substance, activities and assignments are inconsistent in quality. Some are done skillfully, with good examples; other portions are difficult to follow. Some are appropriate to students and engage them, but others do not.	Content, substance, activities and assignments are appropriate and link well with student's knowledge and experience. All students are actively engaged in them and students contribute to content and substance in the activities and assignments in their exploration of content. Students initiate or adapt activities and projects to enhance understanding
Uses instructional materials, resources, activities or lessons in an effective manner.	Instructional materials, resources and activities are unsuitable to the instructional goals or do not engage students.	Instructional materials, resources and activities are partially suitable to the instructional goals, or student's level of engagement is moderate.	Instructional materials, resources and activities are suitable to the instructional goals and actively engage students. Students initiate the choice, adaptation, or creation of materials to enhance their own learning.

Structure and Pacing	The lesson has no clearly defined structure, or the pacing of the lesson is too slow or rushed, or both.	The lesson has a recognizable structure, although it is not uniformly maintained throughout the lesson. Pacing of the lesson is appropriate for most students.	The lesson has a clearly defined structure around which the activities are organized and is highly coherent. Pacing of the lesson is appropriate for all students allowing for reflection and closure as appropriate.
Questioning and discussion techniques provide students with time to respond.	Teacher's questions are of poor quality and interaction between teacher and students is predominantly recitation style with teacher mediating all questions and answers. Students are not given ample time to respond.	The quality of teacher's questions is uneven. Only some invite a response and the teacher makes some attempt to engage students in a true discussion with uneven results. Students are occasionally given ample time to respond.	Teacher's questions are of high quality, resulting in high quality student response with adequate time for students to respond. Classroom interaction represents true discussion, with limited teacher participation in discussions so students assume considerable responsibility for the success of the discussion. Ample time is provided for student response.

DOMAIN D: PROFESSIONAL RESPONSIBILITIES

Element	Unsatisfactory	Improvement Needed	Meets
Reflects on teaching / effectiveness for future teaching	Teacher does not know if a lesson was effective or achieved its goals, or profoundly misjudges the success of a lesson and has no suggestions for how a lesson may be improved another time.	Teacher has a generally accurate impression of a lesson's effectiveness and extent to which instructional goals were met and makes general suggestions about how a lesson may be improved.	Teacher makes an accurate assessment of a lesson's effectiveness and extent to which it achieved its goals and can cite examples from the lesson in reference to support the judgment. Teacher makes a few specific suggestions of what he may try another time. Drawing on an extensive repertoire of skills, the teacher offers specific alternative actions, complete with probable successes of different approaches.
Maintains accurate instructional and non-instructional records	Teacher's system for maintaining information on student completion of assignments is in disarray, or has no system for maintaining information on student progress in learning. Records for non-instructional activities are in disarray, resulting in errors and confusion.	Teacher's system for maintaining information on student completion of assignments, information on student progress in learning and records for non-instructional activities are adequate, but are rudimentary, only partially effective and require frequent monitoring.	Teacher's system for maintaining information on student completion of assignments, student progress in learning and information on non-instructional activities is effective and students contribute to its maintenance.
Maintains relationships with administration support staff and other teachers.	Teacher has a poor relationship with administration, support staff, and colleagues. There is little evidence of a plan for improvement in this area.	Teacher struggles to maintain a good working relationship with administration, support staff, and colleagues. He/she has a plan for improvement.	Teacher maintains a professional and courteous working relationship with administration, support staff, and colleagues.
Collaborates with colleagues and participates in decision making	Cooperation with colleagues is not evident with little attempt to work with others collaboratively. Relationships with colleagues are poor; do not collaborate on decisions.	Cooperation with colleagues is consistent but irregular and occasionally collaborates with others on instruction. Relationships with a majority of colleagues are good; participates in decisions involving instruction.	Cooperation with all colleagues is ongoing and collaborates regularly with others on instruction to create interdisciplinary lessons that show connections. Relationships with all colleagues are good. Provides ideas as well as supports others in instructional decisions.

Uses of information about individual students	Teacher has no system for maintaining information on student progress in learning or the system is in disarray.	Teacher's system for maintaining information on student progress in learning is rudimentary and only partially effective.	Teacher's system for maintaining information on student progress in learning is effective, accurate and students contribute information and interpret the records.
Maintains effective relationships with students	Teacher has no rapport with students, uses inappropriate communication, and routinely intimidates students.	Teacher communicates with students but displays inconsistent levels of appropriate interaction.	Teacher's interaction with students is always appropriate, communication and rapport is consistently high, and mutual respect is established.
Maintains effective relationships with parents	Teacher provides families with little information and makes no attempt to engage families in the instructional program, provides minimal information to parents and does not respond or responds inappropriately to parent concerns about students.	Teacher adheres to the school's required procedures for communicating to parents but offers little additional information, makes modest and inconsistently successful attempts to engage families in the instructional program, and responds minimally to parent concerns.	Teacher provides frequent information to parents, as appropriate, about the instructional program and communicates with parents about student's progress on a regular basis, providing information to parents frequently on both positive and negative aspects of student progress, and is available as needed to respond to parent concerns. Frequently engages families in the instructional program. Teacher's efforts to engage families in the instructional program are frequent and successful.
Completes forms and reports in an accurate and timely manner.	Teacher routinely misses deadlines or does not complete forms and/or reports in an accurate and timely manner.	Teacher demonstrates an attempt to complete paperwork and meet deadlines but is inconsistent.	Teacher meets deadlines and completes all paperwork properly.
Follows district and school policies and procedures	Demonstrates a lack of knowledge, understanding of and/or lack of desire to adhere to building or district guidelines and/or policies, state and federal law.	Demonstrates an attempt to follow guidelines and/or policy but may not be fully knowledgeable of all rules and procedures.	Displays consistent and thorough knowledge of and adherence to administrative guidelines and board policy, state and federal law.

NOTES