

THE COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

PARKWAY EDUCATION ASSOCIATION

AND THE

PARKWAY LOCAL BOARD OF EDUCATION

EFFECTIVE DATES:

July 1, 2021 – June 30, 2024

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ARTICLE 1.00 - TERMS OF AGREEMENT

- 1.01 The Board of Education of Parkway Local School District and the Parkway Education Association/OEA-NEA hereby agree that the items in this document be adopted effective as of 7-1-2021 and shall continue in effect through 6-30- 2024.
- 1.01.1 The Board of Education and the Parkway Education Association agree that this Document shall be the base from which future negotiations shall proceed.
- 1.01.2 In witness thereof, we, the undersigned representatives of the Board of Education and the Parkway Education Association, its officers and members, have hereunto set our hands this day.

PARKWAY EDUCATION ASSOCIATION SCHOOL


President



Negotiator


Negotiator

Negotiator

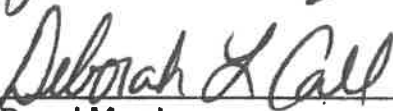
Negotiator

PARKWAY LOCAL DISTRICT


President


Treasurer


Superintendent


Board Member


Board Member

1.02 SEVERABILITY OF AGREEMENT

- 1.02.1 This contract supersedes and prevails over all statutes of the State of Ohio, except as specifically set forth in *Section 4117.10(A), Revised Code* and all policies, rules and regulations of the Employer. However, should the State Employment Relations Board or any Court of competent jurisdiction, determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated but all other provisions of the Contract shall remain in full force and effect and the parties shall meet within ten (10) days upon request of either party after the final determination to bargain over its impact and to bring the Contract into compliance.

1.03 PARKWAY EDUCATION ASSOCIATION-SOLE BARGAINING AGENT FOR FACULTY

- 1.03.1 The Parkway Board of Education and Superintendent shall recognize the Parkway Education Association negotiating committee as the sole bargaining and negotiating agent for the Parkway faculty. The P.E.A. negotiating committee shall negotiate with the Board of Education or discuss with the Superintendent all areas relative to salaries, welfare, fringe benefits, and supplemental contracts of non-administrative certified personnel.
- 1.03.2 Furthermore, any individual faculty member who may attempt to negotiate the aforementioned items with the Board of Education shall not be given audience with the Board or Superintendent but shall be referred to the P.E.A. negotiating committee to assure fulfillment of proper negotiating procedures.
- 1.03.3 The Parkway Education Association will be provided one hour during the opening school-year meeting for all certificated staff. This time will be prior to the individual building meetings and after the general session as scheduled.

1.04 DEFINITIONS

- 1.04.1 "ADMINISTRATOR" means an agent of the board acting on its behalf.
- 1.04.2 "ASSOCIATION" means the Parkway Education Association and its affiliated organization which is the exclusive bargaining agent for the bargaining unit, provided its membership meets the provisions of the above Section.
- 1.04.3 "BOARD" means the Board of Education of the School District of Parkway, that is party to this Agreement.
- 1.04.4 "DAYS" means the calendar days except when otherwise indicated in this Agreement.
- 1.04.5 "DISTRICT" means the employer known as the School District of Parkway.

- 1.04.6 "EMPLOYEE" means a person who is a member of the bargaining unit as defined in Article II of This Agreement.
- 1.04.7 "EMPLOYER" means the same as "District".
- 1.04.8 "IMMEDIATE SUPERVISOR" means the supervisor to whom the employee (teacher) directly reports.
- 1.04.9 "NEA" means the National Education Association, "PEA" means the Parkway Education Association, "OEA" means the Ohio Education Association, "Teacher" means the same as Employee, i.e., a member of the bargaining unit.

ARTICLE 2.00 - NEGOTIATIONS

- 2.01 The Parkway Local School District Board of Education recognizes the Parkway Education Association, an affiliate of the Ohio Education Association and the National Education Association, as the exclusive bargaining representative for the purposes of the Ohio Revised Code, Chapter 4117, of full-time and regular part-time certificated employees of the Board's K-12 program. The bargaining unit excludes the Superintendent, principals, and other administrators, substitutes, and all other employees of the Board.
- 2.02 Either the Association or the Board may initiate negotiations by letter of submission forwarded to the other party no sooner than 120 days but at least 60 days prior to the expiration of this contract, outlining their intent to bargain as defined in Chapter 4117 of the Ohio Revised Code.
- 2.03 Within ten days of transmittal of said submission letter, the parties shall hold their first negotiations session. At any negotiations session, either party may be represented by no more than four representatives.
- 2.04 If after sixty calendar days from the first negotiations session, agreement has not been reached on all items under negotiations, either party may call for the services of the Federal Mediation and Conciliation Service to assist in negotiations. If either party calls for mediation involvement, the other party shall join in a joint request.
- 2.05 All negotiations between the Parkway Board of Education and the Parkway Education Association shall be in accordance with Chapter 4117 of the Ohio Revised Code with the exception that both parties agree to waive the fact-finding portion of the negotiation procedures.
- 2.06 Recognition of the Parkway Education Association shall continue from July 1, 2021, through June 30, 2024.

ARTICLE 3.00 - GRIEVANCE PROCEDURE

3.01 DEFINITIONS

- 3.01.1 A "Grievance" is a claim by the Association or by one or more teachers that there has been a violation, misinterpretation or misapplication of a provision of the AGREEMENT, or a violation of its or his/her rights to ethical treatment.
- 3.01.2 A "Grievant" shall mean a teacher, or group of teachers of the Association filing a grievance.
- 3.01.3 A "Party in Interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- 3.01.4 "Days" shall mean teacher work days, except as otherwise indicated.
- 3.01.5 An "Aggrieved Person" is the person or persons making the claim.

3.02 PURPOSE

- 3.02.1 The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to grievance(s) which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

3.03 TIME LIMITS

- 3.03.1 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement.
- 3.03.2 Failure at any step in this procedure to communicate decisions in writing as called for on a grievance within the specified time limits shall permit the grievance to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step and there shall be no further right of appeal.
- 3.03.3 In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, it could result in harm to an aggrieved person, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as is practicable.

3.04 INFORMAL PROCEDURE

If a teacher feels he/she has a grievance he/she may first discuss it with his/her principal or Immediate Supervisor either individually or accompanied by the grievance representative, in an effort to resolve the problem informally.

3.05 FORMAL PROCEDURE

3.05.1 *LEVEL ONE - School Principal (Or Immediate Supervisor)*

- a. If an aggrieved person is not satisfied with the outcome of the informal procedure, the grievant may file a written grievance within ten (10) days following the informal decision. Forms for this purpose shall be available in each school office. The written grievance shall be directed toward the principal or immediate supervisor and the Association. A written grievance must be filed within 10 teacher working days of the occurrence of the act or condition on which the grievance is based.
- b. The Principal or Immediate Supervisor within five (5) days after receipt of the grievance shall render a written decision to the aggrieved person with a copy to the Association.

3.05.2 *LEVEL TWO - Superintendent of Schools*

- a. If an aggrieved person is not satisfied with the decision concerning his grievance at Level One, he/she may, within five (5) days after the decision is rendered, refer such grievance in writing to the Superintendent.
- b. The Superintendent shall schedule a meeting to take place within five (5) days from the receipt of the written grievance with the purpose of resolving the grievance. The parties in interest shall have the right to include in the representation such witnesses and representatives as they deem necessary to develop facts pertinent to the grievance.
- c. The Superintendent shall, within five (5) days after this meeting, render his decision in writing.

3.05.3 *LEVEL THREE - Board of Education*

- a. If an aggrieved person is not satisfied with the decision concerning his/her grievance at Level Two, he/she may, within five (5) days after the decision is rendered, refer such grievance in writing to the Board of Education.
- b. The Board of Education shall render a decision within two regularly scheduled board meetings.

3.05.4

LEVEL FOUR - Arbitration

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, he/she may, within five (5) days after the decision is rendered, request in writing to the Association that his/her grievance be submitted to arbitration.
- b. The Association may within five (5) days after receipt of the request, submit a grievance to arbitration by so notifying the Board in writing.
- c. The Board and Association shall begin the process, within five (5) days after the written notice is received by the board, to select an arbitrator. If the parties are unable to agree on an arbitrator, the parties shall jointly petition the American Arbitration Association for a list of seven (7) names from which the arbitrator shall be selected by the alternate strike method. Either party shall be entitled to request a second list.
- d. The arbitrator shall have the authority to hold hearings and make procedural rules as he/she deems proper so long as time is kept to a minimum. The arbitrator may not add to, subtract from, alter or modify any of the written terms of this Agreement.
- e. The arbitrator's decision shall be submitted to the Board and the Association.
- f. The arbitrator's decision shall be binding on all parties.
- g. All costs and expenses for the services of the arbitrator shall be shared equally by the Board and the Association.

3.06

Rights of Teacher to Representation: A grievant may be represented at any level of this procedure by an Association representative or representative approved by the local Association. When the aggrieved person is not represented by the Association, the Association shall have the right to be present and to state its views at all steps of the grievance procedure.

3.07

Reprisals shall not be taken against any teacher or any other participant in the grievance procedure by reason of such participation.

3.08

The Board and the Administration will cooperate with the Association in its investigation of any grievance, and further, will furnish the Association with such relevant information as is requested for the processing of any grievance.

3.09

Group Grievance: The Association may submit any grievance that involves a group or class of teachers. If it is limited in effect to one school, the grievance

shall be submitted to the building Principal, otherwise, it shall be submitted directly to the Superintendent.

- 3.10 If, in the judgment of the Association, a grievance exists, the Association may submit and continue on its own behalf a grievance through all levels of the procedure, even though the aggrieved person declines to pursue or drops the grievance.
- 3.11 In matters dealing with violations of Association rights, the grievance shall be initiated at Level Two by the Association.
- 3.12 If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after he/she has had an opportunity to hear the merits of the grievance.
- 3.13 When it is necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the day, he will, upon notice to his Principal or Immediate Supervisor by the President of the Association, be released without loss of pay in order to permit participation in the foregoing activities. Any teacher who is requested to appear in such investigation, meetings, or hearings as a witness will be accorded the same right.
- 3.14 All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personal file of any of the participants.
- 3.15 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared jointly by the Superintendent and the Association and given appropriate distribution by the Association so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the Parkway Education Association.
- 3.16 If a grievance arises from action or inaction on the part of a member of the administration at level above the Principal or Immediate Supervisor, the aggrieved person shall submit such grievance in writing to the Superintendent and the Association directly and the processing of such grievance will be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the individual aggrieved person does not wish to do so.
- 3.17 Decisions rendered at Levels One and Two of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the President of the Association. Time limits for appeal provided in each Level shall begin the day following receipt of written decision by the parties in interest.

- 3.18 All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this article.

ARTICLE 4.00 - INSURANCE AND HEALTH BENEFITS

- 4.01 One-half time or over employees on regular contract shall receive life insurance in the amount of \$25,000 (Double Indemnity - Accidental Death and Dismemberment), fully paid by the Board of Education.
- 4.02 The Board will provide medical, prescription drug, dental, and vision coverage and shall pay 87% of the premium costs for calendar years 2018-2021.
- 4.03 Certificated employees who are employed less than full-time shall have their medical, prescription drug, dental and/or vision insurance premium cost pro-rated in accordance with their salary calculation.
- 4.04 The Board of Education will have sole discretion on selection of the insurance carriers as long as there is no change in coverage. If the Mercer-Auglaize Benefit Trust approves a change in coverage, the parties agree to accept the modification to the coverage.

4.05 INSURANCE COVERAGE OPTIONS

- 4.05.1 The open enrollment period for medical, prescription drug, dental, and vision insurance coverage is approximately one month of each year as determined by the Mercer-Auglaize Benefit Trust. During the open enrollment period, employees may choose any medical plan offered by the Mercer-Auglaize Benefit Trust as an option.
- 4.05.2 This insurance shall continue in effect during absences due to illness as specified in the *Ohio Revised Code*, for which the employee may use sick leave. Employees on all other leaves of absence lasting more than ten days, may choose to continue participation in this group insurance by remitting the premiums to the Treasurer of the Parkway Board of Education. Such remittance shall not be required more than thirty (30) days in advance. When necessary, premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
- 4.05.3 Employees who are eligible for medical and prescription drug insurance, but elect not to take the coverage, will receive a \$2,000 payment for each calendar year they opt out of such coverage, unless they are insured through a family member who is a participant in the Mercer Auglaize Benefit Trust. Such payment shall be made in two (2) installments; one in June and the second in December.

4.05.4 Employees choosing the HSA option for insurance shall be reimbursed 50% of the deductible by the Parkway Board of Education into their HSA account. Twenty-five percent (25%) of the deductible will be deposited in January and the remaining twenty-five percent (25%) will be deposited in July with an annual payment cap of \$1,500 for single coverage and \$3,000 for family coverage. This HSA contribution is only available to employees for their first three years of participation in the HDHP/HSA plan.

4.05.5 Each year of the contract, each employee will receive one payment of one thousand nine-hundred dollars (\$1,900) for their HSA account in January. If the employee does not have an HSA account, this payment can be received as a taxed lump sum or applied toward a school approved investment program (403b or 457). Employees will need to apply the full amount to only one of these options per year.

Due to late ratification, the 2021-2022 payment will be dispersed in March 2022.

4.06 INSURANCE COVERAGE CHANGES

4.06.1 Any employee-requested insurance coverage change shall be made through the treasurer's office by the 20th day of the month so that the change can take effect upon the 1st day of the following month.

4.06.2 Failure to complete notification for any insurance coverage change by the 20th may result in the employee being held responsible for his/her portion of the insurance premium for the following month.

4.07 SECTION 125 PLAN

4.07.1 The Board of Education shall provide a "Section 125" plan for the tax sheltering of certain employee health care costs. The Board of Education shall pay for local administrative costs incurred in the maintenance of Section 125 plan. Under the plan, employees will have the option of either or both of the following:

4.07.2 Designating the amount of the monthly premium cost for insurance paid by the employee to a flexible spending account in order to tax shelter that contribution; and/or

4.07.3 Designating additional amounts from the employee's compensation to a flexible spending account for the employee's use in paying health insurance deductible, co-insurance, dependent care, and out-of-pocket costs as provided by federal regulations. (At the end of calendar year, any unspent monies in the flexible spending accounts must revert to the Board of Education's general fund under federal law.)

- 4.07.4 The implementation and maintenance of this Section 125 plan shall not increase any employee's compensation or create new or additional costs for the Board of Education other than the local cost to administer the plan.

4.08 INSURANCE COMMITTEE

In order to facilitate an understanding of current employee insurance coverage and to periodically explore the marketplace as needed for improved coverage and/or reduced costs, an Insurance Study Committee may be established by the Board and the Association. If established, both organizations will appoint up to three (3) representatives to serve on this Committee. The Insurance Study Committee will establish its own rules for meetings. The Committee will have the authority to analyze and monitor claims utilization, review benefits plans, and screen different plans for recommendation to the parties. The Board shall retain the authority to accept or reject the Committee's unanimous proposal. In no instance, shall any confidential medical information be viewed by the Committee or disclosed in contravention of HIPPA regulations.

ARTICLE 5 - TEACHER EVALUATION

5.01 EVALUATION PROCEDURE DEFINED

- 5.01.1 The evaluation procedure established in this agreement conforms to the framework for the evaluation of teachers developed pursuant to section 3319.112 of the Ohio Revised Code. Each completed evaluation will result in the assignment of a teacher effectiveness rating. The teacher effectiveness rating shall be derived from a holistic evaluation based on Ohio Teacher Evaluation System (OTES) 2.0 including a supervisor observation/s, walkthroughs and two forms of high quality student growth measures (HQSD).

5.02 DEFINITIONS

- A. Evaluation Cycle: The period from the establishment of a professional growth or improvement plan through the issuance of an evaluation rating, in the year in which an evaluation rating is required by this contract or Ohio Rev. Code.
- B. Evaluation Factors: The walkthrough(s), observation(s), and 2 high quality student data pieces as required by Ohio Rev. Code to be used in the teacher evaluation procedure
- C. Evaluation Framework: The document created and approved by the ODE that establishes the Standards Based evaluation of teachers in accordance with Ohio Rev. Code § 3319.111(A).
- D. Evaluation Instruments/Teacher Performance: The forms used by the teacher's evaluator. The approved evaluation instruments are attached to this agreement as Appendices A and B.
- E. Evaluation Procedure: The procedural requirements set forth in this

agreement which conform with and provide specificity to the statutory obligations established by Ohio Rev. Code § 3319.111 and § 3319.112.

- F. **Evaluation Rating:** The final summative evaluation level that is assigned to a teacher based on the holistic review of all Evaluation Factors, observed during the Evaluation Cycle. The rating shall be "accomplished", "skilled", "developing", or "ineffective".
- G. **Evidence:** Information collected by the evaluator and/or information provided to the credentialed evaluator by the teacher, to support and inform the accurate reflection of the Evaluation Factors. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, student portfolios, summative assessments, and student work samples.
- H. **High Quality Student Data (HQSD):** Quantitative information, derived from instrument(s) rigorously reviewed and approved by locally determined education experts, which provides evidence of student learning that can be directly attributed to the teacher being evaluated.
- I. **Improvement Plan:** A detailed, written plan collaboratively developed between the teacher and evaluator, utilized solely when a teacher receives an Evaluation Rating of ineffective. The approved form for the Improvement Plan is attached to this agreement as Appendix C.
- J. **Ohio Evaluation System (OhioES):** The electronic system used by the District to report aggregate, summative teacher evaluation ratings to the Ohio Department of Education (ODE).
- K. **Ohio Teacher Evaluation System 2.0 (OTES 2.0):** The teacher evaluation system required by Ohio Rev. Code § 3319.111 and § 3319.112.
- L. **Poorly Performing Teacher:** A teacher who receives an evaluation rating of ineffective for a period of no less than two (2) out of the last three (3) years under OTES 2.0.
- M. **Professional Growth Plan:** A written plan, self-directed or jointly developed between the teacher and evaluator, designed for the sole purpose of continuing teacher growth focused on areas identified in the teacher's observations and/or evaluation.

5.03 PURPOSE

5.03.1 The purpose of teacher evaluation is to use fair, objective, and reasonable practices to:

- A. Advance the professional learning and practice of teachers individually and collectively in the school District.

- B. Inform instruction.
- C. Assist teachers and administrators in identifying, implementing, and supporting best educational best practices that will provide the greatest opportunity for student learning and growth.
- D. To help the evaluator make recommendations of personnel action including contract status, limited contract renewal, contract non-renewal, or termination.

5.04 APPLICATION

5.04.1. The teacher evaluation procedure contained in this agreement applies to the following employees of the District:

- A. Teachers working under a license issued under Ohio Rev. Code § 3319.22, § 3319.26, § 3319.222, or §3319.226 and who spend at least fifty percent (50%) of their time providing student instruction.
- B. Teachers working under a professional or permanent certificate issued under section Ohio Rev. Code §3319.222, as it existed prior to September 2003, and who spend at least fifty percent (50%) of their time providing student instruction.

5.04.2. The District shall not conduct an evaluation for any teacher who:

- A. Was on leave for fifty percent (50%) or more of the school year;
- B. Submitted notice of retirement, and such notice has been acted upon by the Board of Education, on or before December 1 of the school year in which they plan to retire;

5.04.3 The District may conduct an evaluation for any teacher who is participating in the teacher residency program established by Ohio Rev. Code § 3319.223 so long as the teacher, for the first time, takes at least half of the performance-based assessments prescribed by the State Board of Education for resident educators.

5.05 COMMITTEES FOR TEACHER EVALUATION

5.05.1 EVALUATION TOOL COMMITTEE

- A. The Association and the Board agree to establish a standing joint Evaluation Development Committee for the purpose of establishing the policy, procedure and process for the evaluation of certified teachers in the District including the evaluation instrument for the evaluation of teachers in the District and to regularly review the effectiveness of the aforementioned items.
- B. The Board and the Association shall bargain, during regular contract

negotiations, all elements of the teacher evaluation procedure and these negotiations shall be satisfactorily completed prior to the implementation of the evaluation procedure or prior to any modification or amendment of same. Any agreement that is achieved through said negotiations shall be subject to ratification by both parties.

- C. If either party wishes to consider any change, deletion, or addition to the evaluation procedure or process, including the evaluation instruments, during the term of this agreement, it shall discuss the matter with the committee. If the discussion results in a recommendation by the committee with 67% approval by the entire committee, changes or revisions to the evaluation procedure or process will occur in the next school year. If the committee is deadlocked, then the proposed changes to the evaluation procedure will be subject to ratification by both parties.
- D. The committee shall be comprised of three (3) Association members appointed by the Association President and three (3) members appointed by the Superintendent/designee. In addition, each party may appoint up to one ad hoc non-voting member to assist and/or attend committee meetings.
- E. The committee shall be chaired jointly by a committee member from the Association and a committee member appointed by the Superintendent/designee.
- F. PEA committee members shall serve staggered terms of not more than 3 years.
- G. PEA committee members shall be representative of elementary, middle school, secondary, and specialty areas (i.e., music, art, special education) and programs (i.e. career tech) within the District.
- H. After the Association member's term or removal, the Association President shall appoint a successor.
- I. All decisions of the committee shall be achieved by consensus. A consensus of the committee is 67% approval by the entire committee, changes or revisions to the evaluation procedure or process will occur in the next school year. If the committee is deadlocked, then the proposed changes to the evaluation procedure will be subject to ratification by both parties.
- J. The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.
- K. In the event of legislative action by the Ohio General Assembly that impacts in any way on the evaluation procedure (OTES 2.0), the parties to the collective bargaining agreement (CBA) agree to reconvene and determine adjustments to professional evaluation procedures only.

5.06 EVALUATORS

5.06.1 QUALIFICATIONS AND ASSIGNMENT

- A. An evaluator must be a full-time, credentialed contracted employee of the District as agreed upon by the Board and the Association. pursuant to sections 3319.01 or 3319.02 of R.C., holding at least one (1) administrator certificate/license under section 3319.22 of R.C. and shall be credentialed at the time of any walkthrough, observation, or evaluation.
- B. A teacher's evaluator shall be assigned, and the teacher shall be notified of the assignment in writing, no later than September 15, or in the case of a new teacher, within thirty (30) days of the first day employed.
- C. Evaluator assignments shall be made pursuant to the following requirements:
 - i. For those teachers with an evaluation rating of skilled, developing, or ineffective on their most recent evaluation, the evaluator shall be the teacher's immediate administrator.
 - ii. For those teachers with an evaluation rating of accomplished on their most recent evaluation, the teacher shall select their evaluator no later than September 30 in the year of their evaluation cycle and notify the Superintendent or his/her designee of said selection.
 - iii. In the event a teacher performs work under more than one (1) administrator, only one (1) administrator shall be designated as the evaluating administrator.
 - iv. Should an unforeseen emergency arise, a new evaluator must be chosen in consultation with the teacher.
 - v. Upon request of the teacher, the teacher shall be assigned a new evaluator if documentation shows the evaluator has discriminated against the teacher, made false claims against the teacher, or the evaluator received an ineffective rating on his/her most recent evaluation.
- D. In assessing a teacher's performance, evaluators shall not make judgments, or otherwise discriminate, based on a teacher's age, length of service, gender, gender identity, gender expression, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership, or union activism.
- E. Any administrator who violates any provision of this evaluation system more than two (2) times in a three (3) year period shall be deemed unqualified to perform evaluations under OTES until the administrator successfully passes the credentialing assessment.
- F. Evaluators who fail to pass re-credentialing or recalibration will be prohibited from evaluating teachers for the evaluation cycle. A list of

accredited evaluators will be provided to the Association President at the beginning of the school year (by September 1).

5.07 SCHEDULE OF EVALUATION

No teacher shall be subject to more than one (1) Evaluation Cycle per school year. An evaluation cycle includes at least two formal observations and 2 informal walk-through observations throughout the school year.

- A. Teachers who receive an overall rating of Accomplished on the previous year's evaluation will not have a full evaluation cycle for two (2) years unless they are in the last year of a limited contract. These teachers shall be subjected to an abbreviated evaluation cycle for two (2) years. Their evaluation will consist of one (1) informal walkthrough and an optional post-conference with their evaluator. The teacher will need to complete their HQSD inventories every year. If severe deficits are observed during the informal walkthrough, then a teacher will have a post-conference with their evaluator and may be moved to a full formal evaluation.
- B. Teachers who receive an overall rating of Skilled on the previous year's evaluation will not have a full evaluation cycle for one (1) year unless they are in the last year of a limited contract. These teachers shall be subjected to an abbreviated evaluation cycle. Their evaluation will consist of at least one (1) informal walkthrough and an optional post-conference with their evaluator. The teacher will need to complete their HQSD inventories every year. If severe deficits are observed during the informal walkthrough, then a teacher will have a post-conference with their evaluator and may be moved to a full formal evaluation.
- C. Any teacher who receives an Ineffective or Developing rating from the Evaluator's part of the evaluation in the previous year, will receive a full evaluation cycle.
- D. The evaluation cycle shall be completed no later than May 1 and the teacher shall receive the final written report of the cycle, including the assigned evaluation rating, not later than May 10.

5.08 EVALUATION INSTRUMENT

5.08.1 Criteria for Performance Assessment

- A. A teacher's performance shall be based on the Ohio Standards for the Teaching Profession (or aligned standards) and rubrics for teaching and the criteria set forth in the evaluation instrument included as Appendix A of this contract.

- B. Teacher performance shall be based on the evidence provided by the teacher and on the formal observations and walkthroughs by the teacher's assigned evaluator.
- C. A teacher may provide evidence to the credentialed evaluator to support and inform an accurate reflection of the Evaluation Factors being evaluated. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, professional education organization work, education awards, and student work samples. All evidence presented shall be included in the report and will be considered in the evaluator's assessment of the teacher.
- D. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- E. No misleading, inaccurate, untimely, undocumented, or unsubstantiated information may become part of a teacher's performance assessment. All results and conclusions of performance assessments shall be documented and supported by evidence collected by the evaluator.
- F. In implementing performance assessments, the District shall conduct all assessments so as to observe the legal and constitutional rights of teachers; and no teacher performance information shall be collected by video or audio devices without the express, written consent of the teacher being evaluated.
- G. The District will not use video/audio evidence submitted to the ODE by the Resident Educator as evidence to assess teaching performance unless the Resident Educator gives written consent.
- H. A teacher may be required to complete a self-assessment, but the self-assessment will not be submitted. (e.g., OTES Self-Assessment Form).

5.08.2

Observations

A. Schedule of Observations

1. For teachers previously assessed as developing, ineffective or are in the last year of a limited contract, the Board shall perform two (2) formal observations in a year as part of the evaluation cycle. Each formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least ten (10) days between formal observations. The first formal observation shall be completed no later than February 1 of the school year. The second formal observation shall be completed no later than May 1 of the school year.

2. For teachers previously assessed as skilled or accomplished, the Board shall perform one (1) informal walkthrough in a year. The informal observation shall be completed no later than May 1 of the school year.
3. The Board shall perform a minimum of three (3) formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher under Ohio Revised Code § 3319.11. The observation schedule shall comply with (1) above and the third formal observation shall occur at least fifteen (15) working days following the second post-observation conference. The third formal observation shall be completed no later than May 1st of the school year.
4. Teachers shall not receive a formal observation on a day before or after the administration of standardized testing.
5. A teacher may request a formal observation at any time in addition to those required by this procedure.
6. All formal observations shall be announced.

B. Observation Conferences

1. A pre-observation conference may (optional) occur between the evaluator and the teacher. At the pre-observation conference, the teacher may provide evidence for the work situation to be observed on the pre-observation form.
2. A post-observation conference shall be held after each formal observation. The post-observation conference shall take place not more than thirty (30) days following the formal observation. Teachers shall be given the opportunity to provide evidence, which must be utilized to inform the evaluator's rating in all areas of the observation and shall include a discussion of the progress being made on the teacher's professional growth or improvement plan.
3. The evaluator shall provide the teacher with copies of all written documentation including but not limited to notes, scripts, artifacts, and evidence collected during formal observations and walkthroughs.

5.08.3 WALKTHROUGHS

- A.** A walkthrough is a formative assessment process that focuses on one (1), but not more than two (2), of the following components which results in brief written note(s) or a summary:

- B.
 - i. Evidence of planning;
 - ii. Lesson delivery;
 - iii. Differentiation;
 - iv. Resources;
 - v. Classroom environment;
 - vi. Student engagement;
 - vii. Assessment;
 - viii. Any other component of the Standards for Ohio Educators and rubrics approved for teacher evaluation.
- C. The walkthrough shall be at least fifteen (15) consecutive minutes, but not more than twenty-nine (29) consecutive minutes in duration.
- D. The teacher shall be provided a copy of the walkthrough form, including all scripted and anecdotal documents relative to the walkthrough, no later than seven (7) days following the walkthrough.
- E. At the request of the teacher, a formal debriefing shall occur no later than seven (7) days after the walkthrough to discuss observations of the evaluator.
- F. Walkthroughs shall not disrupt the learning environment in the classroom.
- G. Teacher's may request a walkthrough at any time.

5.08.4 HIGH QUALITY STUDENT DATA (HQSD)

- A. Each evaluation shall contain two (2) measures of high-quality student data (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD. All HQSD will be approved by the district.

5.08.5 PROFESSIONAL GROWTH AND IMPROVEMENT PLANS

- A. Professional growth and improvement plans shall be developed as follows:
 - a. Teachers whose evaluation rating is Accomplished shall develop a self-directed plan for continuing professional growth and may choose the credentialed evaluator for their next evaluation cycle as set forth in this agreement.
 - b. Teachers whose evaluation rating is Skilled shall develop a professional growth plan collaboratively with his/her credentialed evaluator and shall have input on the selection of the credentialed

evaluator for their next evaluation cycle as set forth in this agreement.

- c. Teachers whose evaluation rating is Developing shall develop a professional growth plan with their assigned evaluator, pursuant to the terms of this agreement.
 - d. Teachers whose evaluation rating is Ineffective shall develop a professional improvement plan with their assigned evaluator, pursuant to the terms of this agreement.
- B. The Board shall provide professional development, mentoring/coaching, the allocation of financial resources to accelerate teacher growth and improvement; and support to poorly performing teachers.
- C. A teacher in their first year of employment with the District shall not be placed on an improvement plan.
- D. An improvement plan shall include:
 - a. Specific, measurable instructional practices to be observed;
 - b. Specific, evidence-based resources, and assistance to be provided;
 - c. Clearly articulated timelines for the completion of the plan; and
 - d. Time, material, and human resources (possible mentorship) sufficient to realize the expectations set forth in the plan; and,
 - e. Shall utilize the form found in Appendix C of this agreement.
- E. Professional growth and improvement plans shall be aligned to the teacher's evaluation and, if applicable, include one (1) component of the District's or Building level improvement plan required under the "Elementary and Secondary Education Act on 1965", as amended.
- F. No Improvement Plan or Professional Growth Plan will have more than two (2) achievable goals per Evaluation Cycle.

5.08.6

FINALIZATION OF EVALUATION

A. Written Report

Before the evaluation cycle is final, and not later than May 10, a copy of the evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.

The teacher shall have the right to make a written response within ten (10) days and have it attached prior to it being placed in the teacher's

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

B. Completion of Evaluation Cycle

1. The summative evaluation rating shall be based upon a preponderance of the evidence, assessed in a holistic manner, that is aligned to the Ohio Standards for the Teaching Profession.
2. The evaluation shall acknowledge, through the gathered evidence, the performance strengths of the teacher evaluated as well as performance deficiencies, if any.
3. The evaluator shall file all information during the evaluation cycle that was used to support the conclusions reached in the final evaluation report.
4. The evaluation report shall be signed by the evaluator and the teacher to verify notification to the teacher that the evaluation shall be placed on file. The teacher's signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report. Electronic signatures (e.g. a 'PIN') may be used.
5. The evaluation report shall be completed, signed by both parties, and filed with the Superintendent no later than May 10.
6. Any teacher who receives an evaluation rating of "skilled" shall not be subject to another evaluation cycle for two (2) years unless they are in the last year of a limited contract. These teachers shall be subjected to an abbreviated evaluation cycle.
7. Any teacher who receives an evaluation rating of "accomplished" shall not be subject to another evaluation cycle for three (3) years unless they are in the last year of a limited contract. These teachers shall be subjected to an abbreviated evaluation cycle for three years.
8. The Superintendent shall annually file a report to the ODE including only the following information:
 - a. the number of teachers for whom an evaluation was conducted;
 - b. the number of teachers assigned each rating (Accomplished, Skilled, Developing or Ineffective) aggregated by the institution where they received their teaching degree and the year in which they graduated.

All other information and documents obtained through the evaluation process shall be stored and maintained by the District.

9. Upon request, teachers shall be given copies of all information and documents obtained through the evaluation process.

5.09 DUE PROCESS

- A. Teachers who disagree with and provide evidence that identifies errors with, data sources, data collection or calculation, performance ratings, and/or the summative evaluation rating shall be permitted to request a different credentialed evaluator. Such requests shall be documented and approved by the District.
- B. Failure by the District to adhere to any timeline or condition established in this agreement shall render the evaluation, including the summative rating, void. Such errors shall automatically require re-employment of the teacher under the appropriate contract which they are otherwise eligible to receive under the collective bargaining agreement and/or Ohio law.
- C. Any violation of either procedural or substantive due process shall automatically require re-employment of the teacher under appropriate contract which they are otherwise eligible to receive under the collective bargaining agreement and/or Ohio law.
- D. All provisions of OTES shall be governed by this Agreement, in compliance with Ohio Rev. Code, and shall be grievable under the applicable grievance provisions of this Agreement. The timeline for initiating a grievance shall begin with the reporting of a teacher's evaluation rating at the end of her/his evaluation cycle.
- E. The Board shall amend its evaluation policy to conform to the terms of this agreement.

- 5.09.1. Teachers that have been determined to be ineffective may request a different evaluator the following year.

5.10 PERSONNEL ACTION REQUIREMENTS

- 5.10.1 Per Ohio Law, if any teacher is deemed ineffective for two consecutive years in the evaluation process, he/she will be terminated from his/her teaching position.
- 5.10.2 If the evaluator or the Superintendent decides to recommend contract non-renewal, contract termination, denial of continuing contract, or any other adverse personnel action, the employee shall be given the reasons in writing at least five (5) days prior to any official employer action. Any employee shall be entitled to association representation at any conference held during this procedure. No teacher shall be terminated, suspended, or non-renewed without just cause. Teachers employed after July 1, 1996, may be terminated, suspended, or non-renewed without just cause for a period of two years. Teachers who do not have

just cause protection shall have their employment governed by *R.C. 3319.11* and *R.C. 3319.111* and shall be non-renewed only after strict compliance with the evaluation procedure which shall include written goals and objectives and a plan for improvement.

5.11 EVALUATION INSTRUMENT FOR NON-OTES 2.0 PROFESSIONALS

(Appendix I in the previous contract for individuals not covered under OTES 2.0)

**** Documents to be added to the appendices of the contract will be the OTES 2.0 rubric and the improvement plan.**

ARTICLE 6.00 – LICENSURE / PROFESSIONAL DAYS

6.01 LICENSURE

6.01.1 Teachers are required to keep all licenses current. If college coursework beyond the normal requirements is required by the district to renew a license, the Board of Education will pay eighty percent (80%) of the cost of that coursework.

6.01.2 If a teacher does not have a valid license on the first day of school in any given school year, the Board of Education may terminate employment immediately.

6.02 PROFESSIONAL DAYS

6.02.1 Professional days and fees will be awarded at the discretion of the administration. Forms can be obtained from the offices.

6.02.2 District personnel shall be granted professional leave upon approval of the superintendent. This leave shall be for attending professional meetings, to make building visitations, and attend conferences or programs that will benefit the district personnel or the local school program.

6.02.3 The superintendent shall be authorized to grant 1 day of professional leave to the P.E.A. delegate to the O.E.A. Spring Assembly with the P.E.A. paying delegate expenses and the Board of Education paying substitute expenses.

6.02.4 Professional leave for teaching staff:

- a. Shall be limited to 3 days per year (District-requested leave shall not count against this reimbursement limit).
- b. Prior to submission to the superintendent, the staff member shall complete the necessary application form and have approval of the appropriate building principal(s).

c. Should professional day requests be initially denied solely for cost reasons, the administration reserves the right to approve them on a limited dollar amount basis or with the staff member paying the expenses.

d. Round trip mileage to be paid from school to meeting site only.

6.02.5

The professional leave form will provide a place where the building principal and superintendent will give reasons why the leave is approved or denied.

ARTICLE 7.00 – COMPENSATION

7.01 2021-2022 SALARY SCHEDULE

Parkway LSD Salary Schedule, Effective 2021-22

BASE SALARY: \$38,498.97

YRS. EXP.	BACHELOR'S DEGREE	BACHELOR'S +15 HOURS *	MASTER'S DEGREE	MASTER'S +15 HOURS *	MASTER'S +30 HOURS *
0	38,499 1.0000	38,884 1.0400	40,039 1.1200	43,716 1.1355	44,274 1.1500
1	40,039 1.0400	40,439 1.0850	45,005 1.1690	45,602 1.1845	46,160 1.1990
2	41,579 1.0800	41,995 1.1300	46,892 1.2180	47,488 1.2336	48,047 1.2480
3	43,119 1.1200	43,550 1.1750	48,778 1.2670	49,375 1.2825	49,933 1.2970
4	44,659 1.1600	45,105 1.2200	50,665 1.3160	51,261 1.3315	51,820 1.3460
5	46,199 1.2000	46,661 1.2650	52,551 1.3650	53,148 1.3805	53,706 1.3950
6	47,739 1.2400	48,216 1.3100	54,438 1.4140	55,034 1.4295	55,593 1.4440
7	49,279 1.2800	49,771 1.3550	56,324 1.4630	56,921 1.4785	57,479 1.4930
8	50,819 1.3200	51,327 1.4000	58,210 1.5120	58,807 1.5275	59,395 1.5420
9	52,359 1.3600	52,882 1.4450	60,097 1.5610	60,694 1.5765	61,301 1.5910
10	53,899 1.4000	54,438 1.4900	61,983 1.6100	62,580 1.6255	63,206 1.6400
11	55,439 1.4400	55,993 1.5350	63,870 1.6590	64,467 1.6745	65,111 1.6890
12	56,978 1.4800	57,548 1.5800	65,756 1.7080	66,353 1.7235	66,911 1.7380
15	58,518 1.5200	59,104 1.6250	67,643 1.7570	68,239 1.7725	68,798 1.7870
18	59,288 1.5400	59,881 1.6475	68,586 1.7815	69,645 1.8090	70,684 1.8360
20	60,058 1.5600	60,659 1.6700	69,529 1.8060	71,050 1.8455	72,571 1.8850
25	60,828 1.5800	61,437 1.6925	70,472 1.8305	72,455 1.8820	74,457 1.9340
30	61,598 1.6000	62,214 1.7150	71,416 1.8550	73,860 1.9185	76,343 1.9830

HOURLY RATES

Summer School / Adult	\$21
After School Program / Tutoring	\$16

* = graduate semester hours after degree is obtained

LONGEVITY

Following 5 Years of Service	\$600
Following 10 Years of Service	\$825
Following 15 Years of Service	\$1,100
Following 20 Years of Service	\$1,300
Following 25 Years of Service	\$1,550

7.02 2022-2023 SALARY SCHEDULE

Parkway LSD Salary Schedule, Effective 2022-23

BASE SALARY: \$39,461.44

YRS. EXP.	BACHELOR'S DEGREE		BACHELOR'S +15 HOURS *		MASTER'S DEGREE		MASTER'S +15 HOURS *		MASTER'S +30 HOURS *	
0	39,461	39,856	41,040	41,450	44,197	44,639	44,808	45,257	45,381	45,834
	1.0000		1.0400		1.1200		1.1355		1.1500	
1	41,040	41,450	42,816	43,244	46,130	46,592	46,742	47,210	47,314	47,787
	1.0400		1.0850		1.1690		1.1845		1.1990	
2	42,618	43,045	44,581	45,037	48,084	48,545	48,676	49,162	49,248	49,740
	1.0800		1.1300		1.2180		1.2335		1.2480	
3	44,197	44,639	46,367	46,831	49,998	50,498	50,609	51,115	51,181	51,693
	1.1200		1.1750		1.2670		1.2825		1.2970	
4	45,775	46,233	48,143	48,624	51,931	52,451	52,543	53,068	53,115	53,646
	1.1600		1.2200		1.3160		1.3315		1.3460	
5	47,354	47,827	49,919	50,418	53,865	54,404	54,477	55,021	55,049	55,599
	1.2000		1.2650		1.3650		1.3805		1.3950	
6	48,932	49,422	51,694	52,211	55,798	56,356	56,410	56,974	56,982	57,552
	1.2400		1.3100		1.4140		1.4295		1.4440	
7	50,511	51,016	53,470	54,005	57,732	58,309	58,344	58,927	58,916	59,505
	1.2800		1.3550		1.4630		1.4785		1.4930	
8	52,089	52,610	55,246	55,798	59,666	60,262	60,277	60,880	60,850	61,458
	1.3200		1.4000		1.5120		1.5275		1.5420	
9	53,668	54,204	57,022	57,592	61,599	62,215	62,211	62,833	62,783	63,411
	1.3600		1.4450		1.5610		1.5765		1.5910	
10	55,246	55,798	58,798	59,386	63,533	64,168	64,145	64,786	64,717	65,364
	1.4000		1.4900		1.6100		1.6255		1.6400	
11	56,824	57,393	60,573	61,179	65,467	66,121	66,078	66,739	66,650	67,317
	1.4400		1.5350		1.6590		1.6745		1.6890	
12	58,403	58,987	62,349	62,973	67,400	68,074	68,012	68,692	68,584	69,270
	1.4800		1.5800		1.7080		1.7235		1.7380	
15	59,981	60,581	64,125	64,766	69,334	70,027	69,945	70,645	70,518	71,223
	1.5200		1.6250		1.7570		1.7725		1.7870	
18	60,771	61,378	65,013	65,663	70,301	71,004	71,386	72,100	72,451	73,176
	1.5400		1.6475		1.7815		1.8090		1.8360	
20	61,560	62,175	65,901	66,560	71,267	71,980	72,826	73,554	74,385	75,129
	1.5600		1.6700		1.8060		1.8455		1.8850	
25	62,349	62,973	66,788	67,456	72,234	72,957	74,266	75,009	76,318	77,082
	1.5800		1.6925		1.8305		1.8820		1.9340	
30	63,138	63,770	67,676	68,353	73,201	73,933	75,707	76,464	78,252	79,035
	1.6000		1.7150		1.8550		1.9185		1.9830	

HOURLY RATES

Summer School / Adult	\$21
After School Program / Tutoring	\$16

* = graduate semester hours after degree is obtained

LONGEVITY

Following 5 Years of Service	\$600
Following 10 Years of Service	\$825
Following 15 Years of Service	\$1,100
Following 20 Years of Service	\$1,300
Following 25 Years of Service	\$1,550

Parkway LSD Salary Schedule, Effective 2023-24

BASE SALARY: \$ 40,250.67

YRS. EXP.	BACHELOR'S DEGREE		BACHELOR'S +15 HOURS *		MASTER'S DEGREE		MASTER'S +15 HOURS *		MASTER'S +30 HOURS *	
0	40,251	40,653	41,861	42,279	45,081	45,532	45,705	46,162	46,288	46,751
	1.0000		1.0400		1.1200		1.1355		1.1500	
1	41,861	42,279	43,672	44,109	47,053	47,524	47,677	48,154	48,261	48,743
	1.0400		1.0850		1.1690		1.1845		1.1990	
2	43,471	43,905	45,483	45,938	49,025	49,516	49,649	50,146	50,233	50,735
	1.0800		1.1300		1.2180		1.2335		1.2480	
3	45,081	45,532	47,295	47,767	50,998	51,508	51,621	52,138	52,205	52,727
	1.1200		1.1750		1.2670		1.2825		1.2970	
4	46,691	47,158	49,106	49,597	52,970	53,500	53,594	54,130	54,177	54,719
	1.1600		1.2200		1.3160		1.3315		1.3460	
5	48,301	48,784	50,917	51,426	54,942	55,492	55,566	56,122	56,150	56,711
	1.2000		1.2650		1.3650		1.3805		1.3950	
6	49,911	50,410	52,728	53,256	56,914	57,484	57,538	58,114	58,122	58,703
	1.2400		1.3100		1.4140		1.4295		1.4440	
7	51,521	52,036	54,540	55,085	58,887	59,476	59,511	60,106	60,094	60,695
	1.2800		1.3550		1.4630		1.4785		1.4930	
8	53,131	53,662	56,351	56,914	60,859	61,468	61,483	62,098	62,067	62,687
	1.3200		1.4000		1.5120		1.5275		1.5420	
9	54,741	55,288	58,162	58,744	62,831	63,460	63,455	64,090	64,039	64,679
	1.3600		1.4450		1.5610		1.5765		1.5910	
10	56,351	56,914	59,973	60,573	64,804	65,452	65,427	66,082	66,011	66,671
	1.4000		1.4900		1.6100		1.6255		1.6400	
11	57,961	58,541	61,785	62,403	66,776	67,444	67,400	68,074	67,983	68,663
	1.4400		1.5350		1.6590		1.6745		1.6890	
12	59,571	60,167	63,596	64,232	68,748	69,436	69,372	70,066	69,956	70,655
	1.4800		1.5800		1.7080		1.7235		1.7380	
15	61,181	61,793	65,407	66,061	70,720	71,428	71,344	72,058	71,928	72,647
	1.5200		1.6250		1.7570		1.7725		1.7870	
18	61,986	62,606	66,313	66,976	71,707	72,424	72,813	73,542	73,900	74,639
	1.5400		1.6475		1.7815		1.8090		1.8360	
20	62,791	63,419	67,219	67,891	72,693	73,420	74,283	75,025	75,873	76,631
	1.5600		1.6700		1.8060		1.8455		1.8850	
25	63,596	64,232	68,124	68,805	73,679	74,416	75,752	76,509	77,845	78,623
	1.5800		1.6925		1.8305		1.8820		1.9340	
30	64,401	65,045	69,030	69,720	74,665	75,412	77,221	77,993	79,817	80,615
	1.6000		1.7150		1.8550		1.9185		1.9830	

HOURLY RATES

Summer School / Adult	\$21
After School Program / Tutoring	\$16

* = graduate semester hours after degree is obtained

LONGEVITY

Following 5 Years of Service	\$600
Following 10 Years of Service	\$825
Following 15 Years of Service	\$1,100
Following 20 Years of Service	\$1,300
Following 25 Years of Service	\$1,550

7.04 LONGEVITY

- 7.04.1 Certificated teaching staff members shall receive longevity pay based upon years of teaching experience in the Parkway Local Schools under a teaching contract or contract requiring teacher certification from the Ohio Department of Education.
- 7.04.2 Following 5 years of experience \$ 600.00
Following 10 years of experience \$ 825.00
Following 15 years of experience \$1,100.00
Following 20 years of experience \$1,300.00
Following 25 years of experience \$1,550.00
- 7.04.3 Longevity pay shall be pro-rated for positions of less than full time.
- 7.04.4 Longevity pay shall not be figured into the daily rate for any position.
- 7.04.5 Part-time employees shall receive full year experience toward longevity but longevity payment shall be pro-rated for that particular year.

7.05 SUPPLEMENTAL SALARY SCHEDULES

7.05.1 Supplemental Salary Schedule - 2021-2022

		Base Salary: \$ 38,499		+ Service Experience Increments			
Supplemental Position	Parkway # of Positions	% of Base Salary	Amount	3 Yrs.	6 Yrs.	9 Yrs.	12 Yrs.
Class 1							
Athletic Director	1	21.0	\$ 8,085	\$ 420	\$ 735	\$ 1,050	\$ 1,365
Class 2							
Head Basketball - B&G	2	16.0	6,160	320	560	800	1,040
Head Football	1						
Class 3							
Head Baseball	1						
Head Softball	1						
Head Track - B&G	2	13.0	5,005	260	455	650	845
Head Volleyball	1						
Head Wrestling	1						
Class 4							
Head Band Instructor	1	12.0	4,620	240	420	600	780
Class 5							
Assistant Basketball - B&G	4						
Assistant Football	4	10.0	3,850	200	350	500	650
Assistant Band Director	1						
Weight Room Coordinator	1						
Class 6							
Head Cheer Advisor	1						
Head Cross Country	1						
Head Golf - B&G	2	9.0	3,465	180	315	450	585
Head Bowling - B&G	2						
Head Yearbook Advisor	1						
Class 7							
Assistant Baseball	2						
Assistant Softball	2						
Assistant Track B&G	2						
Assistant Volleyball	2	8.0	3,080	160	280	400	520
Assistant Wrestling	2						
HS Choir Director	1						
Jr. High Basketball B&G	4						
Jr. High Football B&G	1						
Class 8							
Jr. High Assistant Football	2						
Freshman Basketball - B&G	2						
Freshman Baseball	1	7.0	2,695	140	245	350	455
Freshman Volleyball	1						
Assistant Cross Country	1						
Drama Club	1						

2021-2022 Continued

		Base Salary: \$ 38,499		+ Service Experience Increments			
Class 9							
High School Choir Director	1						
Jr. High Baseball	2						
Jr. High Softball	2						
Jr. High Track - B&G	2	6.0	2,310	120	210	300	390
Jr. High Volleyball	2						
Assistant Band Instructor	1						
Jr. High Assistant Track - B&G	2						
Public Relations Coordinator	1						
Class 10							
Junior Class Advisor	1						
FBLA Advisor	1	5.0	1,925	100	175	250	325
Class 11							
Scholastic Bowl Advisor	1						
Assistant Yearbook Advisor	1						
Jr. High Cheerleader Advisor	1	4.0	1,540	80	140	200	260
Flag Corp Advisor	1						
Jr. High Musical Director	1						
Jr. High Choir	1						
Assistant Drama Club	1						
Class 12							
Intermural Director (B & G)	2						
Senior Class Advisor	1	3.0	1,155	60	105	150	195
Athletic Event Coordinator	5						
HS Student Council Advisor	1						
Class 13							
Assitant Cheerleader Advisor	1						
Jr. High Assistant Musical Director	1						
Freshman Class Advisor	1	2.0	770	40	70	100	130
Sophomore Class Advisor	1						
JH Student Council Advisor	1						
Class 14							
Pep Club Advisor	1						
Art Club Advisor	1						
Foreign Language Club Advisor	2	1.5	577	30	53	75	98
National Honor Society Advisor	1						
Science Club Advisor	1						
Class 15							
JH Pep Club Advisor	1						
HS Talent Show Coordinator	1	1.0	385	20	35	50	65
Future Teachers of America Advisor	1						

7.05.1 Supplemental Salary Schedule - 2022-2023

Supplemental Position	Base Salary: \$ 39,461 + Service Experience Increments						
	Parkway # of Positions	% of Base Salary	Amount	3 Yrs.	6 Yrs.	9 Yrs.	12 Yrs.
Class 1							
Athletic Director	1	21.0	\$ 8,287	\$ 420	\$ 735	\$ 1,050	\$ 1,365
Class 2							
Head Basketball - B&G	2	16.0	6,314	320	560	800	1,040
Head Football	1						
Class 3							
Head Baseball	1						
Head Softball	1						
Head Track - B&G	2	13.0	5,130	260	455	650	845
Head Volleyball	1						
Head Wrestling	1						
Class 4							
Head Band Instructor	1	12.0	4,735	240	420	600	780
Class 5							
Assistant Basketball - B&G	4						
Assistant Football	4	10.0	3,946	200	350	500	650
Assistant Band Director	1						
Weight Room Coordinator	1						
Class 6							
Head Cheer Advisor	1						
Head Cross Country	1						
Head Golf - B&G	2	9.0	3,552	180	315	450	585
Head Bowling - B&G	2						
Head Yearbook Advisor	1						
Class 7							
Assistant Baseball	2						
Assistant Softball	2						
Assistant Track B&G	2						
Assistant Volleyball	2	8.0	3,157	160	280	400	520
Assistant Wrestling	2						
HS Choir Director	1						
Jr. High Basketball B&G	4						
Jr. High Football B&G	1						
Class 8							
Jr. High Assistant Football	2						
Freshman Basketball - B&G	2						
Freshman Baseball	1	7.0	2,762	140	245	350	455
Freshman Volleyball	1						
Assistant Cross Country	1						
Drama Club	1						

2022-2023 Continued

		Base Salary: \$ 39,461		+ Service Experience Increments			
Class 9							
High School Choir Director	1						
Jr. High Baseball	2						
Jr. High Softball	2						
Jr. High Track - B&G	2	6.0	2,368	120	210	300	390
Jr. High Volleyball	2						
Assistant Band Instructor	1						
Jr. High Assistant Track - B&G	2						
Public Relations Coordinator	1						
Class 10							
Junior Class Advisor	1						
FBLA Advisor	1	5.0	1,973	100	175	250	325
Class 11							
Scholastic Bowl Advisor	1						
Assistant Yearbook Advisor	1						
Jr. High Cheerleader Advisor	1	4.0	1,578	80	140	200	260
Flag Corp Advisor	1						
Jr. High Musical Director	1						
Jr. High Choir	1						
Assistant Drama Club	1						
Class 12							
Intermural Director (B & G)	2						
Senior Class Advisor	1	3.0	1,184	60	105	150	195
Athletic Event Coordinator	5						
HS Student Council Advisor	1						
Class 13							
Assitant Cheerleader Advisor	1						
Jr. High Assistant Musical Director	1						
Freshman Class Advisor	1	2.0	789	40	70	100	130
Sophomore Class Advisor	1						
JH Student Council Advisor	1						
Class 14							
Pep Club Advisor	1						
Art Club Advisor	1						
Foreign Language Club Advisor	2	1.5	592	30	53	75	98
National Honor Society Advisor	1						
Science Club Advisor	1						
Class 15							
JH Pep Club Advisor	1						
HS Talent Show Coordinator	1	1.0	395	20	35	50	65
Future Teachers of America Advisor	1						

7.05.1 Supplemental Salary Schedule - 2023-2024

Base Salary: \$ 40,434 + Service Experience Increments							
Supplemental Position	Parkway # of Positions	% of Base Salary	Amount	3 Yrs.	6 Yrs.	9 Yrs.	12 Yrs.
Class 1							
Athletic Director	1	21.0	\$ 8,491	\$ 420	\$ 735	\$ 1,050	\$ 1,365
Class 2							
Head Basketball - B&G	2	16.0	6,469	320	560	800	1,040
Head Football	1						
Class 3							
Head Baseball	1						
Head Softball	1						
Head Track - B&G	2	13.0	5,256	260	455	650	845
Head Volleyball	1						
Head Wrestling	1						
Class 4							
Head Band Instructor	1	12.0	4,852	240	420	600	780
Class 5							
Assistant Basketball - B&G	4						
Assistant Football	4	10.0	4,043	200	350	500	650
Assistant Band Director	1						
Weight Room Coordinator	1						
Class 6							
Head Cheer Advisor	1						
Head Cross Country	1						
Head Golf - B&G	2	9.0	3,639	180	315	450	585
Head Bowling - B&G	2						
Head Yearbook Advisor	1						
Class 7							
Assistant Baseball	2						
Assistant Softball	2						
Assistant Track B&G	2						
Assistant Volleyball	2	8.0	3,235	160	280	400	520
Assistant Wrestling	2						
HS Choir Director	1						
Jr. High Basketball B&G	4						
Jr. High Football B&G	1						
Class 8							
Jr. High Assistant Football	2						
Freshman Basketball - B&G	2						
Freshman Baseball	1	7.0	2,830	140	245	350	455
Freshman Volleyball	1						
Assistant Cross Country	1						
Drama Club	1						

2023-2024 Continued

		Base Salary: \$ 40,434		+ Service Experience Increments			
Class 9							
High School Choir Director	1						
Jr. High Baseball	2						
Jr. High Softball	2						
Jr. High Track - B&G	2	6.0	2,426	120	210	300	390
Jr. High Volleyball	2						
Assistant Band Instructor	1						
Jr. High Assistant Track - B&G	2						
Public Relations Coordinator	1						
Class 10							
Junior Class Advisor	1						
FBLA Advisor	1	5.0	2,022	100	175	250	325
Class 11							
Scholastic Bowl Advisor	1						
Assistant Yearbook Advisor	1						
Jr. High Cheerleader Advisor	1	4.0	1,617	80	140	200	260
Flag Corp Advisor	1						
Jr. High Musical Director	1						
Jr. High Choir	1						
Assistant Drama Club	1						
Class 12							
Intermural Director (B & G)	2						
Senior Class Advisor	1	3.0	1,213	60	105	150	195
Athletic Event Coordinator	5						
HS Student Council Advisor	1						
Class 13							
Assitant Cheerleader Advisor	1						
Jr. High Assistant Musical Director	1						
Freshman Class Advisor	1	2.0	809	40	70	100	130
Sophomore Class Advisor	1						
JH Student Council Advisor	1						
Class 14							
Pep Club Advisor	1						
Art Club Advisor	1						
Foreign Language Club Advisor	2	1.5	607	30	53	75	98
National Honor Society Advisor	1						
Science Club Advisor	1						
Class 15							
JH Pep Club Advisor	1						
HS Talent Show Coordinator	1	1.0	404	20	35	50	65
Future Teachers of America Advisor	1						

7.05.2 Numbers in parenthesis () are estimates based on participation. Low participation may result in not hiring a position versus high participation may result in mutual agreement between the Board and the Association for additional supervisors.

7.05.3 ***Multiple Positions*** - If one person holds the supplemental contract for two positions of the same category, the pay may be calculated by multiplying the sum of the percentages by a 75% combination factor. The decision of whether the positions should be paid using this method or separately shall be decided by the Superintendent and the Board of Education.

7.05.4 **HOURLY RATES:**

- a. Summer School / Adult Education \$21.00
- b. After School Program / Tutoring \$16.00

7.05.5 ***Extended Season Pay for Tournament Play*** - In the event that an interscholastic team advances beyond the first level in tournament competition, the following schedule will apply.

Head Softball	\$200 per additional week
Head Football	\$200 per additional week
Head Volleyball	\$200 per additional week
Head Basketball	\$200 per additional week
Head Baseball	\$200 per additional week
Head Track	\$100 per additional week
Golf	\$100 per additional week
Bowling	\$100 per addition week
Wrestling	\$100 per addition week
Cross Country	\$100 per additional week
Asst. HS Coaches	\$100 per additional week
Asst. Track	\$ 50 per additional week
Cheerleader	\$ 50 per additional week
Asst. Wrestling	\$50 per additional week

7.06 **PROFESSIONAL EXPENSE REIMBURSEMENT**

Expenses for Professional meetings or Board approved business shall be paid at the following rates:

Mileage	IRS rate adopted each January 1
Registration & Materials	100%
Hotel	100% up to \$120/night
Meals	\$20.00 per day for overnight trips
Air Transportation	100% of coach class, up to \$250.00

If the Professional meeting or Board approved business is located 120 miles or more from the school, and begins before 9 a.m., the Board of Education will pay for a hotel room on the night before the meeting or business at the above rate.

7.07 COLLEGE TUITION REIMBURSEMENT

7.07.1a Reimbursement shall be made at the rate of one hundred fifty dollars (\$150) per semester hour of recognized college training for all additional work completed. Course work must have the prior approval of the local superintendent. Reimbursement will not exceed nine hundred (\$900) dollars in any one calendar year (January 1 through December 31), and the request for reimbursement must be submitted within three (3) months of course completion. In order to be eligible for reimbursement, teachers must submit proof of course grade of "C" or better to the Treasurer. If fee waiver slips are used in courses taken, money will not be reimbursed by the district for that portion of the tuition. The end of course date will determine the calendar year of reimbursement.

7.07.1b Correspondence coursework (mail-in, online, or video courses)

1. Correspondence coursework that is necessary for fulfillment of a degree program shall be reimbursed according to college coursework allowances above in Section 7.07.1a. A syllabus showing requirement of the course and proof of fulfillment is required for reimbursement.
2. Correspondence coursework not part of a degree program is subject to prior approval of the Superintendent. She/he may authorize the district to reimburse the teacher in full or half or none given the contents of the coursework studied. Reimbursement will follow the rates given in Section 7.07.1a.

7.07.1c In the event a teacher leaves the District within two (2) years following the completion of the work, the teacher must repay the amount the teacher received from the Board as reimbursement. The District may deduct any amounts owed from the teacher's remaining paychecks.

7.07.2 A faculty member asked to take additional college courses by the administration for the purposes of certification will, upon the approval by the Board of Education, receive 80% reimbursement. In the event a teacher leaves the District within two (2) years following the completion of the work, the teacher must repay the amount the teacher received from the Board as reimbursement. The District may deduct any amounts owed from the teacher's remaining paychecks.

7.08 LICENSURE RENEWAL REIMBURSEMENT

7.08.1 The Board of Education will reimburse a teacher for license renewal every five years if the teacher has had good evaluations in accordance with 7.08.2 below. If a teacher leaves the district within three years from receiving this benefit, the license renewal fee will be refunded to the district.

7.08.2 Using the new adopted evaluation form, a teacher must have five out of seven instructional planning indicators (as listed below) in the skilled or accomplished rating and no ineffective rating.

1. Focus for Learning
2. Prior content knowledge/sequence/connections
3. Knowledge of Students
4. Lesson Delivery
5. Differentiation
6. Resources
7. Classroom Environment

7.09 PERSONAL DAY REIMBURSEMENT

7.09.1 Unused personal days shall be reimbursed at current substitute pay rate unless no personal days are used; in which case, personal days shall be reimbursed at \$100 per day. Payment will be made at the end of each school year.

7.10 RETIREE TEACHERS

7.10.1 Any retired teacher employed by the Parkway Local Board of Education will be paid at the eight year experience step for their current educational degree level. If the retired teacher is rehired by the Parkway Local School District, he/she will be guaranteed a hearing to return to the same position that was held prior to retirement for the first year only. In the event there is an active list of members on recall, which resulted from a reduction in force, all recall rights of those reduced bargaining unit members will supersede any retire/rehire member applications until the recall list has been exhausted. If the retired teacher is reemployed in subsequent years, he/she will remain at the eight year step, but will receive the benefit of any negotiated base salary increase. This section shall not be construed as a guarantee that retired teachers will be rehired either initially or year to year after retirement.

- 7.10.2 Full-time returning retirees are eligible for the contracted single health insurance plans, and they may upgrade to a family plan at the employee's expense.
- 7.10.3 Retirement constitutes a break in service to the Parkway Local Schools for the purpose of severance, longevity, service credit, seniority, reduction in force, accumulation of sick leave, and Medicare. However, the retired teacher will be allowed to participate in the sick leave policy, the personal day absence policy, the section 125 policy, and the sick leave bank policy. The retired teacher may use only a maximum of five (5) sick leave days per semester from the sick leave bank.
- 7.10.4 The Board of Education will make STRS employer contributions for the retired teacher in accordance with STRS rules and the state law.
- 7.10.5 A teacher shall be deemed "retired" under this Agreement when he/she has been approved for service retirement by the state teachers retirement system (STRS). Upon the retired teacher's "second" retirement he/she will not receive severance pay or any other retirement payments or incentives.
- 7.10.6 Indemnification: The rehired employee agrees to indemnify and hold the Board and Association harmless against any judgments for any costs, expenses, or other liabilities the Board or Association might incur as a result of the implementation and enforcement of this section of the collective bargaining agreement between the parties.

ARTICLE 8.00 - LEAVE/ BENEFIT SECTION

8.01 DEFINITION OF LEAVE

A leave of absence is an extended period of absence from duty which has been granted by the board of education upon written request by the employee. Without a written request, the board may grant a leave of absence to an employee because of physical or mental illness.

8.02 REASONS FOR LEAVE OF ABSENCE

School employees may request a leave of absence for the following reasons.

- a. Personal Illness
- b. Physical Disability
- c. Education or Professional Advancement
- d. Maternity/Family Leave (according to Federal Family & Medical Leave Act)
- e. Military Service

8.03 DOCTOR'S STATEMENT

Leave of absence for illness or physical disability will require a signed statement from the family doctor stating the reason and length of absence.

8.04 LENGTH OF LEAVE

Upon written request by the employee, the board may grant a leave of absence for no longer than one year. Upon written request, the board may renew the leave for an employee not to exceed one year.

8.05 LEAVE WITHOUT PAY

All leave of absences are without pay.

8.06 SICK LEAVE

8.06.1 Each full-time employee shall be entitled, for each completed month of service, to sick leave of one and one-fourth (1 ¼) workdays with pay. Employees in continuous service will accumulate fifteen (15) days per year.

8.06.2 Accumulation of unused sick leave shall be limited to two hundred and thirty (230) days.

8.06.3 The previously accumulated unused sick leave of an employee from public school service shall be accepted up to the level set forth in Section 8.06.2 upon employment as an employee of the school.

8.06.4 Employees may use sick leave, upon approval of the Superintendent, as follows:

- a. For absence due to personal illness, injury, exposure to a contagious disease which could be communicated to others, and for absence due to illness, injury in the employee's immediate family. Immediate family is defined as spouse, child, parent, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or resident in the employee's home.
- b. Up to five (5) days of sick leave, and additional days upon approval of the Superintendent, in the event of a death of a member of the employee's immediate family as defined in 8.06.4 a. above.
- c. One (1) day of sick leave, and additional days upon approval of the Superintendent, may be used to attend the funeral of other relatives not considered immediate family members.

- 8.06.5 New employees with no accumulative sick leave shall be granted five (5) workdays of sick leave, effective immediately; however, this will not be in addition to their yearly entitlement.
- 8.06.6 Falsification of sick leave shall be subject to disciplinary action in accordance with O.R.C. 3319.141.
- 8.06.7 After use of five (5) consecutive days of sick leave, if requested by the Superintendent, the employee shall furnish a written signed statement from a physician justifying the use of sick leave.
- 8.06.8 A regular or full-time employee who leaves the employment of the board of education by resignation, removal, or any other cause, forfeits all unused days of sick leave until such time when he may be re-employed by the board of education or transfers such leave to another school district.
- 8.06.9 Absence due to reasons cited in 8.06.4 above in excess of accumulated sick leave shall result in loss of salary based on the employee's daily rate.
- 8.06.10 Provisional appointees or those who render part-time, seasonal, intermittent per diem, or hourly service shall be entitled to sick leave for the time actually worked at the same rate as that granted for full-time employees, when employed under regular contract by the board of education.

8.07 SEVERANCE PAY

Upon retirement any certified employee age fifty-four (54) or younger in the year of separation from active service who meets the state requirement of a minimum of ten years of active service, shall be paid severance pay during the following January. Severance pay shall be calculated as follows: The maximum payment shall be for one-fourth of one hundred ninety-five (195) days, plus an additional one (1) day for each year over twenty years of service in unused sick leave credit in the Rockford, Willshire, Mendon, and Parkway School systems (62 day maximum) multiplied by the employee's daily rate of pay at the time of retirement. Retirement shall be defined as disability or service retirement under the State Teachers Retirement System. Upon payment, all sick leave credit accrued by the employee is eliminated.

For all certified retiring employees age fifty-five (55) or older in the year of separation of service: In lieu of payment during the following January, the Parkway Local Board of Education will make a contribution in an amount equal to the afore mentioned severance pay calculation to the retiring employee's 403(b) Plan adopted by the Board of Education on December 1, 2007.

8.08 JURY SERVICE

The law states that the board of education may pay a full-time employee, including hourly and per diem employees, the difference between such employee's regular compensation and the remuneration received by him for serving as a juror 3313.211 O.R.C.

An employee may turn payment for jury duty into the treasurer or keep that payment and have that sum deducted from his regular pay.

8.09 STAFF TRANSFER, REASSIGNMENT, VACANCIES

In the event that staff transfers and/or reassignments are necessary within the Parkway School District, the following criteria will be used:

- a. Licensure/Endorsements
- b. Seniority in the district
- c. Experience in level/subject area/job category

8.09.1 Should two or more staff have similar qualifications, interviews with the administration only will be conducted and the position determined on that basis.

8.09.2 Staff vacancies shall be posted for current staff by placing a written notification in each employee's mailbox or via email. Minimum posting of vacancies shall be 72 hours. Letters of intent shall also be reviewed when making staffing decisions. Vacancies that occur ten (10) working days or less prior to the commencement of a new school year may be filled without posting. Positions filled in this manner shall be reposted the following spring no later than May 1.

8.10 REDUCTION IN FORCE

If the Board of Education determines that it is necessary to reduce the number of certificated staff due to legitimate reasons such as decreased enrollment, return to duty of regular staff after leave of absence, consolidation of schools, territorial changes, mergers, program adjustments, or financial reasons, the following procedures shall apply:

8.10.1 In making reductions, the Board shall proceed to suspend contracts in consideration of the recommendation of the Superintendent, who shall, within each teaching field affected, give preference to teachers on continuing contract. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations. The

reassignment of a bargaining unit member from a full-time to a part-time contract shall constitute a reduction under this Article.

8.10.2 If two (2) or more bargaining unit members under continuing contracts have comparable evaluation results and qualifications, their ranking will be determined by their length of continuous service.

8.10.3 A bargaining unit member whose contract has been suspended by virtue of this reduction procedure will be given first consideration as a substitute teacher and have the right to be recalled, with due consideration given to evaluation results, to a position for which qualified or certified until the last contracted school day of the year following such date of the notification of reduction. All reasonable steps shall be taken to achieve the earliest possible notification of reduction or recall. If recalled, the bargaining unit member shall resume the seniority, salary and contract status held prior to the reduction.

8.11 SENIORITY

8.11.1 **Definition** - Seniority shall be defined as the length of continuous service as a certificated staff member of the Parkway Local School District.

- a. For reduction purposes only, employees employed under a continuing contract shall have greater seniority than those employed under a limited contract.

8.11.2 SENIORITY LIST

- a. A seniority list by area of certification shall be developed by the superintendent or his/her designee by September 30 of each school year.
- b. The seniority list will be based upon certification information that is available to the superintendent in the individual employee's personnel file.
- c. The seniority list will be maintained by the superintendent and will be available for individual review upon request.

8.11.3 MEASURING LENGTH OF SERVICE

- a. Date of hire shall be the date on which nominations are made by the Superintendent and approved by the Board.
- b. Length of continuous service will not be interrupted nor increased by Board approved leaves of absence.

- c. Where two or more teachers have the same length of service, seniority shall be determined by Administration on the basis of the last three evaluations, and supplemental positions held.

8.12 PERSONAL LEAVE POLICY

8.12.1 To assist the District with the securing of substitutes, teachers should request personal leave at least seven (7) days in advance. Teachers will be notified within three (3) days of the request on the decision of leave approval. Employees may be contacted and required to reschedule personal days contingent upon substitute availability.

- a. Teachers must submit requests on the kiosk for personal day use and wait for approval.

- b. Upon approval, teachers need to request a substitute. If no substitute is available, then employees may be contacted and required to reschedule.

8.12.2 Teachers may carry over one (1) personal day each year and accumulate up to five (5) personal days.

- a. If a teacher chooses to carry over a personal day, he/she will be compensated at the daily substitute rate for any remaining personal days as described in Section 7.09.1, negating any bonus that would have been available.

- b. A thirty (30) day advance notice is required to use more than three (3) personal days for a single absence.

- c. A maximum of two (2) members of the teaching staff per building will be permitted to use personal days for a multiple-day span (4 or 5 days) at the same time.

8.12.3 Use of personal days during State of Ohio testing requires prior authorization of the superintendent.

8.12.4 With thirty (30) days prior notice, one personal day may be used in the last ten (10) days of the year for chaperoning a son/daughter's school activity or preparing for son/daughter's graduation. Excluding the previous, no personal days may be used in the last ten (10) days except in emergency situations approved by the superintendent or his designee. (See also Section 7.09)

8.13 FAMILY AND MEDICAL LEAVE ACT RIGHTS

8.13.1 Teachers may use sick leave for pregnancy or childcare.

- 8.13.2 In addition, bargaining unit members may use sick leave for absences due to childcare and other FMLA areas for up to twelve (12) weeks as defined by the Family and Medical Leave Act of 1993. The use of the FMLA will not be counted against any other existing leave within the Master Agreement.

8.14 ASSOCIATION LEAVE

The association president or his/her designee shall be granted three (3) days of leave to be used for the conduct of association business. The association president must provide seventy-two (72) hours notice except when time is waived by the superintendent.

8.15 SICK LEAVE BANK

All current certified staff members may contribute one (1) day of their accumulated sick leave per year to a district-wide sick leave bank. The enrollment date deadline for the sick leave bank is September 15 of each year.

- 8.15.1 If a certified staff member, who was eligible at the inception of the sick leave bank, chooses to join after the inception they must make up all days which they would have been assessed if they had joined when they were first eligible.
- 8.15.2 All newly hired certified staff members will be eligible to join by donating one day of their sick leave.
- 8.15.3 The association president will appoint members to a Sick Leave Bank Committee, which will determine the operation of the sick leave bank.
- 8.15.4 The Sick Leave Bank Committee will notify the Treasurer of the number of days that a member of the bank is to receive from the sick leave bank.
- 8.15.5 All certificated employees will be provided with an annual options form to indicate participation in the sick leave bank. These forms will be forwarded to the Treasurer within ten (10) working days of the enrollment date deadline.
- 8.15.6 No days may be used from the sick leave bank until all accumulated sick and personal days are used by the employee.

8.16 ASSAULT LEAVE

- 8.16.1 "Assault" means the causing of or attempt to cause physical harm to a teacher by any person when the teacher charges such person with an offense prohibited by Title Twenty-Nine (29) of the Ohio Revised Code.
- 8.16.2 Pursuant to and in accordance with *Section 3319.143 of the Ohio Revised Code*, assault leave shall be granted to a teacher who: (1) is unable to work and,

therefore, is absent from his/her assigned duties because of physical injury resulting from an assault and battery which is clearly unprovoked, and (2) files criminal charges against his/her assailant as soon as he or she is physically able. Assault leave shall not be charged against sick leave earned under *Section 3319.141* of the *Ohio Revised Code*. The teacher shall be granted the aforementioned assault leave and shall be maintained on full pay status during such absence, up to a maximum of forty-five (45) working days.

8.16.3 A teacher shall be granted assault leave according to the following rules:

- a. The incident resulting in the absence of the teacher must have occurred during the course of employment with the Board while on the Board premises or at a Board approved or sponsored activity/event or in the course of transporting pupils or materials to or from said premises, activity or event; provided, however, that a teacher may also qualify in the case of an off-premises assault by clearly establishing that the assault had a direct and immediate connection with an occurrence in the teacher's performance of his or her job duties.
- b. Upon notice to the principal or superintendent that an assault upon a teacher has been committed, a teacher having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the teacher's knowledge regarding said assault, sign said statement, and present it to the building principal or superintendent.
- c. To qualify for assault leave, the teacher shall furnish a certificate from a medical doctor, stating the nature of the disability and its likely duration, if requested by the superintendent. The superintendent may require a medical doctor's statement justifying the continuation of the leave. The board may require an exam by a physician of its choice, at Board expense.

ARTICLE 9.00 - SCHOOL CALENDAR/DAY

9.01 CHANGES IN SCHOOL DAY LENGTH, INSTRUCTION TIME, PLANNING TIME

- 9.01.1 The administration will notify P.E.A. of any changes affecting the above-mentioned items. Input will be sought from those teachers affected by such changes. The Board of Education, however, will maintain sole discretion as to changes in the length of the school day and year, instruction time, and planning time.
- 9.01.2 Except for new hires, the maximum number of employee work days shall not exceed 184. New hires shall work 185 days.
- 9.01.3 On the full-day parent-teacher conference day, which will be no more than seven hours and fifteen minutes, teachers will be permitted a sixty-minute meal break.

- 9.01.4 Teachers will not be required to attend more than ten staff meetings per school year. A "staff meeting" is a meeting that is required to be attended by all teachers in a building that last approximately twenty minutes before or after the start of school. The opening meeting at the beginning of the school year shall not be considered a "staff meeting."
- 9.01.5 All teachers are required to complete one (1) teacher work day, without students, at the end of the school year as part of their current 184 working days. Staff meetings on last day may be held to a maximum of 2 hours that day.
- 9.01.6 The District shall provide teachers with access to a telephone in a private location.
- 9.01.7 In place of working on Martin Luther King Day, one of the four teacher work days will be an in-service scheduled by each teacher on his/her own time between May 1 and Martin Luther King Day. The in-service, being job-related and pre-approved by the Superintendent, will include at least six (6) hours and proof of attendance will be submitted to the Superintendent before Martin Luther King Day each year.

9.02 CALENDAR INPUT

- 9.02.1 A calendar committee consisting of three (3) bargaining unit representatives appointed by the association president, the superintendent or his designee, and two (2) non-bargaining unit members appointed by the superintendent shall develop two (2) calendar options. The two (2) options shall be presented to the staff for a vote. The top vote-getter shall be recommended to the Board of Education for adoption with the Board of Education retaining the final authority over the calendar.
- 9.02.2 The calendar shall list the make-up days in order with no make-up day being scheduled without a week's notice to the students and staff. Parent teacher conference days, and all pay days will be included on the Board adopted calendar.
- 9.02.3 After the district has reached five (5) calamity days, a virtual learning day (E-day) may be implemented for any additional calamity days. An E-day will follow a two (2) hour delay schedule for the teachers with the end of online classroom activities at 3:00 p.m.

9.03 SALARY NOTIFICATION

Salary notifications shall be provided to teaching staff in accordance with the July 1 deadline if negotiations are complete and salary schedules are approved. If negotiations are in progress or incomplete, salary notifications will be delayed until negotiations are completed.

9.04 PAY PRACTICES

- 9.04.1 Each school year, teachers shall be paid on a basis of twenty-four (24) pays. Teachers shall be paid on the fifth (5th) and the twentieth (20th) of each month. If the 5th or 20th falls on a holiday or weekend, payday will be on the last prior business day.
- 9.04.2 There will be twenty-four (24) deductions for insurances, tax sheltered annuities, and other items agreed to. The first two (2) pay periods shall contain no deductions for Association dues. Deductions for Association dues will be done in equal amounts over the remaining pay periods for the next twenty-two (22) pay periods.
- 9.04.3 All pay days will be established in the Board adopted calendar.

ARTICLE 10.00 - TEACHER RIGHTS

10.01 INTERNAL SUBSTITUTION

An administrator may ask but not require members of the bargaining unit to cover a class during their prep time. Bargaining unit members who agree to the non-required work shall be reimbursed at a rate of \$10.00 per hour (\$7.50 per 40-45 minute class period). The administrator and staff member shall submit a completed time sheet to the treasurer's office to verify such work.

- 10.02 An administrator shall not require special education teachers and the media specialist to substitute teach in regular education programs.

- 10.03 Teachers shall not be required to participate in bomb searches but shall participate in monitoring students or walking them to safe locations should such a situation occur. (Participation shall be defined as physically searching the premises for such items).

10.04 LABOR MANAGEMENT COMMITTEE

A labor-management committee shall be created. There shall be three bargaining unit members, one from each elementary, middle, and high school, who shall be appointed by the Association President. The Association president or his/her designee shall also be a member. The administration may choose up to five members. This committee may address items which are covered under ORC 4117, board policy and procedures and other statutory provisions related to education. Any recommendations from this committee shall first be approved by both parties' bodies.

ARTICLE 11.00 - MENTOR PROGRAM

- 11.01 The superintendent/supervising administrator will approve a mentor for 1% of the base for new teachers to the district with 0 years of experience.
- 11.02 Teachers new to the district, but above 0 years of experience will be guided to grade level/subject specific personnel for guidance. (No mentor supplemental will be dispersed)

ARTICLE 12.00 - PROFESSIONAL PERSONNEL RECORDS

- 12.01 A personal file of all professional staff members shall be maintained in the Administrative office.
- 12.02 All negative (complaints/reprimands) file entries shall be signed and dated by the supervisor submitting the entry and the staff members shall be notified when that entry is placed in the file.
- 12.03 All such files will be maintained with the accuracy, relevance, timeliness, and completeness that is necessary to assure fairness in any determination made with respect to a person on the basis of the information. The file shall be limited to work performance, discipline, and routine personnel data such as insurance forms, payroll forms, etc. Anonymous letters or materials shall not be placed in a staff member's file, nor shall they be made a matter of record.
- 12.04 Individual professional staff members shall have access to their personnel file upon request. Requests of professional staff members to have access to their personnel files shall be handled by the Superintendent or designee.
- 12.05 Individual professional staff member shall have the right to write letters of rebuttal for any items contained in their personnel files.
- 12.06 Confidentiality shall prevail within the scope of the law.

ARTICLE 13.00 - PARENTAL COMPLAINT

13.01 SCOPE AND APPLICATION

Nothing in this Article prevents the Board or an administrator from taking action or documenting an issue or incident based upon the administration's observation, verification, or investigation.

13.02 STEP 1, BUILDING PRINCIPAL

Complaints lodged against teachers by students, parents, or members of the community should be referred to and resolved informally by the building principal. The principal will inform teachers who are the subject of any complaint, oral or written, lodged in accordance with this paragraph as soon as possible after it is lodged if the administration believes the complaint serious enough that it may become a matter of the teacher's written record.

13.03 STEP 2, SUPERINTENDENT

If efforts to resolve the complaint do not lead to understanding or resolution of the problem at the building level, the complainant may have the complaint reduced to writing for submission to the Superintendent. The teacher shall be given a copy of the complaint as soon as possible after submission.

13.04 STEP 3, BOARD OF EDUCATION

If efforts to resolve the complaint do not lead to understanding or resolution of the problem at the Superintendent's level, the complainant may submit a written complaint to the Board of Education. If the Board discusses the complaint, such meeting shall be held in executive session of the Board. Complaints lodged with the Board first shall immediately be referred to the first or second step of this procedure, as appropriate.

- 13.05 The teacher shall be informed and invited to meet with the Superintendent or Board in Steps 2 or 3 above to discuss the complaint if the complainant and/or his/her representative(s) have a meeting with the Superintendent or Board. The complainant and/or the teacher may be accompanied by representative(s) of their choosing. Conferences regarding such complaints shall be private.
- 13.06 Any material placed in the teacher's folder must meet the conditions of Article 12 (Professional Personnel Files) of the negotiated agreement.

ARTICLE 14.00 - MEDICAL DUTIES

- 14.01 No teacher shall be required to administer medication, perform any medical procedures, or handle problems with bowel or bladder control or body fluids. The classroom teacher shall not be responsible for any lifting, diapering, or procedures such as catheterization for any student.
- 14.02 This provision shall not apply to administering medication on field trips. However, no teacher shall be required to administer an injection to a student on a field trip.

APPENDIX A – TEACHER PERFORMANCE EVALUATION RUBRIC

EVIDENCE COLLECTION FORM

Teacher Performance Evaluation Rubric

The *Teacher Performance Evaluation Rubric* is to be scored holistically. This means evaluators will assess which level provides the best overall description of the teacher. The rating process is to occur on completion of each 30-minute observation and post-conference. To determine the rating for each 30-minute observation, the evaluator is to consider evidence gathered during the pre-conference, observation, post-conference and classroom walkthroughs, if applicable. Note that when completing the performance rubric, evaluators are not expected to gather evidence on all indicators for each observation cycle. Likewise, teachers may, but are not required to, bring additional pieces of evidence to address all indicators. The professionalism section of the rubric may use evidence collected during the pre-conferences and post-conferences as well as information from the Professional Growth and/or Improvement Plan, if applicable.

FOCUS FOR LEARNING (Standard 1: Students, Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction) <i>Possible Sources of Evidence:</i> pre-conference, artifacts, portfolios, analysis of student data, lesson plans, student surveys, common assessments	Use of High-Quality Student Data	The teacher does not use high-quality student data to develop measurable and developmentally appropriate student growth goal(s).	The teacher uses one source of high-quality student data and attempts to analyze patterns to develop measurable and developmentally appropriate student growth goal(s). The analysis may be incomplete or inaccurate.	The teacher thoroughly and correctly analyzes patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s).	The teacher thoroughly and correctly analyzes trends and patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s).
	Evidence				
	Connections to prior and future learning	The teacher plans lessons that demonstrate no connections to student prior learning or future learning.	The teacher plans lessons that attempt to make connections with student prior learning or future learning. These connections are not clear.	The teacher plans lessons that intentionally make clear and coherent connections with student prior learning and future learning and includes strategies that communicate the connections to students.	The teacher plans lessons that intentionally make clear and coherent connections with student prior and future learning and includes strategies that communicate the connections to students - among lesson content, other disciplines and/or real-world experiences. The teacher plans
	Element 1.1 Element 1.2 Element 1.3 Element 3.3				
	Element 1.2 Element 2.1 Element 2.2 Element 2.4 Element 2.5				

		Instruction	Assessment	Learning	Accomplished
FOCUS FOR LEARNING (continued)	Connections to prior and future learning (continued)				lessons that use the input and contributions of families, colleagues and/or other professionals to understand each student's prior knowledge while supporting the student's development.
	Evidence				
	Connections to state standards and district priorities Element 2.3 Element 4.1 Element 4.7	The teacher's instructional plan does not reference Ohio's Learning Standards.	The teacher's instructional plan references Ohio's Learning Standards, but goals and activities do not align with student needs, school and district priorities or the standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards. The teacher participates in studying and evaluating advances in content and/or provides input on school and district curriculum.
	Evidence				

KNOWLEDGE OF STUDENTS (Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication) Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys	Planning instruction for the whole child	Effective	Developing	Proficient	Exemplary
	Element 1.2 Element 1.4 Element 1.5 Element 4.2 Element 4.4 Element 5.4 Evidence	The teacher's instructional plan makes no connections to and the teacher is not familiar with student experiences, culture, developmental characteristics or backgrounds.	The teacher's instructional plan makes minimal connections to student experiences, culture, developmental characteristics or student backgrounds.	The teacher's instructional plan reflects connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, talents, backgrounds, skills, language proficiency and interests.	The teacher's instructional plan reflects consistent connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, individual talents, backgrounds, skills, language proficiency and interests. The instructional plan draws upon input from school professionals and outside resources.

LESSON DELIVERY (Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction, Standard 5: Learning Environment, Standard 6: Collaboration and Communication) Possible Sources of Evidence: pre-conference	Communication with students	Effective	Developing	Proficient	Exemplary
	Element 2.2 Element 4.3 Element 4.6 Element 6.1	<p>The teacher does not communicate learning goals and expectations for mastery and does not model exemplary performance to students. Students cannot discern learning goals. Differentiated learning goals are not used.</p> <p>The teacher does not demonstrate content knowledge by using content-specific, developmentally appropriate language or content-specific</p>	<p>The teacher inconsistently communicates learning goals, expectations for mastery and models of exemplary performance to students. There is limited use of differentiated learning goals.</p> <p>The teacher demonstrates some content knowledge by using limited content-specific, developmentally appropriate language and limited content-specific strategies. Students</p>	<p>The teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to students.</p> <p>The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and</p>	<p>The teacher is consistent and effective in communicating differentiated learning goals (such as needs based, interest based, strength based), expectations for mastery and models of exemplary performance to students through multiple communication techniques.</p> <p>The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The</p>

		ineffective	the prototype	effective	exemplary
<p>post-conference, formal observation, classroom walk-throughs/informal observations, peer review</p> <p>LESSON DELIVERY (continued)</p>	<p>Communication with students (continued)</p>	<p>strategies. There is no student engagement.</p> <p>The teacher does not give students feedback.</p>	<p>demonstrate little engagement in the lesson.</p> <p>Feedback to students is general, occasional or limited and may not always support student learning.</p>	<p>content-specific strategies to engage students. The teacher's communication strategies and questioning techniques check for understanding and encourage higher-level thinking.</p> <p>The teacher gives students substantive, specific and timely feedback to support their learning.</p>	<p>teacher's communication strategies and questioning techniques engage students in higher-level and creative thinking and stimulate student-to-student interactions.</p> <p>The teacher gives students substantive, specific and timely feedback to support individual student learning. The teacher gives students opportunities to engage in self-assessment, provide feedback to each other and reflect on their own strengths and challenges.</p>
	Evidence				
	<p>Monitoring student understanding</p> <p>Element 3.2 Element 3.3</p>	<p>The teacher fails to monitor and address student confusion and misconceptions.</p>	<p>The teacher inconsistently monitors or incorrectly addresses student confusion and misconceptions.</p>	<p>The teacher consistently monitors and addresses common student confusion and misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.</p>	<p>The teacher consistently monitors, addresses, articulates and anticipates individual student confusion or misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.</p>
	Evidence				

LESSON DELIVERY (continued)	Student-centered learning	Teacher-directed	Primarily teacher directed	Balance	Primarily self-directed
	Element 3.5 Element 4.5 Element 4.6 Element 5.3 Element 5.4	<p>Learning is entirely teacher directed. Students are not participating in learning activities.</p> <p>There are no opportunities for student choice about what will be learned and how learning will be demonstrated. There is no evidence of differentiated instructional strategies or resources.</p>	<p>Learning is primarily teacher directed. Students participate in whole class learning activities.</p> <p>There are few opportunities for student choice about what will be learned and how learning will be demonstrated. The teacher uses limited differentiated instructional strategies or resources.</p>	<p>Learning is a balance between teacher-directed instruction and student-directed interaction as students apply their knowledge and skills as developmentally appropriate. The teacher effectively combines collaborative and whole class learning opportunities to maximize student learning.</p> <p>Teacher gives opportunities for student choice about student learning paths or ways to demonstrate their learning. Teacher uses differentiated instructional strategies and resources for groups of students.</p>	<p>Learning is primarily self-directed with the teacher in the role of facilitator encouraging students to apply their knowledge and skills as developmentally appropriate. The teacher encourages students to persist in the learning tasks. The teacher effectively combines independent, collaborative and whole class learning opportunities to maximize student learning.</p> <p>Teacher routinely promotes opportunities for students to actively take part in developing goals toward mastery, and students are responsible for deciding how to demonstrate their learning. Instructional strategies, pacing and resources are differentiated to make the lesson accessible and challenging for all students, while supporting the various learning needs of individual students.</p>
Evidence					

		Ineffective	Developing	Effective	Accomplished
CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment) <i>Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review, student surveys</i>	Classroom routines and procedures Element 5.5	The teacher has not established routines and procedures. Effective transitions are not evident, resulting in a significant loss of instructional time and frequent off-task behavior.	The teacher establishes routines and procedures but uses them inconsistently. Transitions are sometimes ineffective, resulting in a loss of instructional time. Off-task behavior is sometimes evident. The teacher makes decisions about classroom operations.	The teacher consistently uses routines, procedures and transitions that effectively maximize instructional time. On-task behavior is evident. Students assume appropriate levels of responsibility for effective operation of the classroom.	The teacher and students have collaboratively established consistent use of routines, procedures and transitions that are effective in maximizing instructional time. On-task behavior is evident and ensured by students. Students initiate responsibility for effective operation of the classroom.
	Evidence				
	Classroom climate and cultural competency Element 1.4 Element 5.1 Element 5.2	There is no evidence of rapport or expectations for respectful, supportive and caring interactions with and among students and the teacher. There is no demonstration of regard for student perspectives, experiences and culture. The teacher does not address needs related to student sense of well-being.	There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is inconsistent demonstration of regard for student perspectives, experiences and culture. The teacher is aware of needs related to student sense of well-being but does not address them effectively.	There is consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being.	The teacher intentionally creates a classroom environment that shows consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being. The teacher seeks and is receptive to the thoughts and opinions of individual students and the class. When appropriate, the

		Ineffective	Developing	Proficient	Exemplary
CLASSROOM ENVIRONMENT (continued)	Classroom climate and cultural competency (continued)				teacher includes other school professionals and/or community resources to ensure all students are recognized and valued.
	Evidence				
ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment)	Use of assessments Element 3.1 Element 3.2 Element 3.3 Element 3.4	The teacher does not use varied assessments.	The teacher makes limited use of varied assessments.	The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments.	The teacher intentionally and strategically selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher offers differentiated assessment choices to meet the full range of student needs.
<i>Possible Sources of Evidence; pre-conference, formal observation, classroom walk-throughs/informal observations, assessments, student portfolios, post-conference</i>		The teacher fails to analyze data and makes little or no attempt to modify instruction to meet student needs.	The teacher attempts to analyze data and modify instruction, though the modifications do not meet student needs.	The teacher analyzes patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet the needs of groups of students.	The teacher analyzes data trends and patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet individual student needs.
	Evidence	The teacher does not share evidence of student learning with students.	The teacher shares evidence of student learning with students.	The teacher shares evidence of student learning with parents and students to plan instruction to meet student needs.	The teacher shares evidence of student learning with colleagues, parents and students to collaboratively plan instruction to meet individual student needs.

		Ineffective	Developing	Signed	Accomplished
ASSESSMENT OF STUDENT LEARNING (continued)	Evidence of student learning Element 1.3	The teacher's assessment data demonstrates no evidence of growth and/or achievement over time for most students.	The teacher uses one source of high-quality student data to demonstrate clear evidence of appropriate growth and/or achievement over time for some students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of expected growth and/or achievement for most students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of above expected growth and/or achievement for most students.
	Evidence				

		Ineffective	Developing	Signed	Accomplished
PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility and Growth) <i>Possible Sources of Evidence:</i> Professional Growth Plan or Improvement Plan, pre-conference, post-conference, artifacts, self-assessment, peer review	Communication and collaboration with families Element 6.1 Element 6.2	The teacher does not communicate with students and families.	The teacher inconsistently or unsuccessfully uses communication and engagement strategies with students and families. These do not contribute adequately to student learning, well-being and development.	The teacher uses effective and appropriate communication and engagement strategies with students and families, resulting in partnerships that contribute to student learning, well-being and development.	The teacher uses multiple effective and appropriate communication and engagement strategies with individual students and families. These ongoing strategies promote two-way communication, active participation and partnerships that contribute to each student's learning, well-being and development.
	Evidence				

		Not Effective	Developing	Effective	Exemplary
PROFESSIONAL RESPONSIBILITIES (continued)	Communication and collaboration with colleagues Element 6.3	The teacher does not communicate and/or collaborate with colleagues.	The teacher inconsistently or unsuccessfully communicates and/or collaborates with colleagues, resulting in limited improvement of professional practice.	The teacher effectively communicates and collaborates with colleagues to examine instructional practice and analyze patterns in student work and student data to identify and implement targeted strategies for improving professional practice.	The teacher initiates effective communication and collaboration with colleagues outside the classroom, resulting in improvements in student learning, individual practice, school practice and/or the teaching profession.
	Evidence				
	District policies and professional responsibilities Element 7.1	The teacher demonstrates a lack of understanding and regard for district policies, state and federal regulations, and the License Code of Professional Conduct for Ohio Educators.	The teacher demonstrates minimal understanding of district policies, state and federal regulations, and the License Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the License Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the License Code of Professional Conduct for Ohio Educators. The teacher exemplifies effective leadership characteristics beyond the classroom. The teacher helps shape policy at the school, district or state level.
	Evidence				

		Effective	Developing	Struggling	Unsatisfactory
PROFESSIONAL RESPONSIBILITIES (continued)	Professional learning Element 7.2 Element 7.3	Ineffective The teacher sets short-term and long-term professional goals but fails to monitor progress or take action to meet the goals.	The teacher sets and monitors short-term and long-term professional goals but fails to take appropriate action to meet the goals.	The teacher sets short-term and long-term professional goals and monitors progress in meeting them based on self-reflection and data analysis. The teacher takes appropriate action to meet the goals.	The teacher consistently pursues best practices and sets, monitors and reflects on progress toward meeting short-term and long-term professional goals based on data analysis to improve student learning. The teacher takes appropriate action to meet the goals. The teacher collaborates with colleagues and others to share best practices.
	Evidence				

APPENDIX B – WALKTHROUGH: GENERAL FORM

Walkthrough: General Form

Teacher Name: _____

Grade(s)/Subject Area(s): _____

Date: _____

Evaluator Name: _____

Time Walkthrough Begins: _____

Time Walkthrough Ends: _____

Directions: This form serves as a record of a walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation, nor is this an exhaustive list of evidence that may be observed. This record, along with records of additional informal observations, will be used to inform the holistic evaluation of the teacher.

EVALUATOR OBSERVATIONS	
<input type="checkbox"/> Teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals	<input type="checkbox"/> Communication strategies and questioning techniques check for understanding and encourage higher-level thinking
<input type="checkbox"/> Instructional time is used effectively	<input type="checkbox"/> Information is presented in multiple formats
<input type="checkbox"/> Teacher combines collaborative and whole class learning opportunities	<input type="checkbox"/> Routines, procedures and transitions are consistent, effective and maximize instructional time
<input type="checkbox"/> Rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher are evident	<input type="checkbox"/> Feedback is substantive, specific, timely and supports student learning
<input type="checkbox"/> Lesson makes clear and coherent connections with student prior learning and future learning	<input type="checkbox"/> Teacher selects, develops and uses multiple assessments
<input type="checkbox"/> Teacher demonstrates content knowledge and uses content-specific language and strategies to engage students	<input type="checkbox"/> Teacher uses differentiated instructional strategies and resources for groups of students
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____

Identify Focus Areas and Align Evidence, if Applicable
--

Evaluator Summary/Comments

Evaluator Signature: _____

☐ Photocopy to Teacher

Walkthrough: Open-Ended Form

Teacher Name:

Grade(s)/Subject Area(s):

Date:

Evaluator Name:

Time Walkthrough Begins:

Time Walkthrough Ends:

OBSERVATIONS

EVALUATOR COMMENTS

Evaluator Signature: _____

☐ Photocopy to Teacher

APPENDIX C – IMPROVEMENT PLAN

Improvement Plan

Improvement Plan

Teacher
Name: _____

Grade Level/ Subject: _____

School year: _____

Building: _____

Date of Improvement Plan
Conference: _____

A written Improvement Plan is to be developed when an educator has a Final Holistic Rating of Ineffective. However, districts have discretion to place any teacher on an Improvement Plan at any time based on deficiencies in any individual component of the evaluation system. The notice requirements for being placed on an Improvement Plan, the components of the plan and the implementation process for the plan may be subject to the terms of a collective bargaining agreement. The purpose of the Improvement Plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If the teacher does not take corrective actions in the timeline specified in the Improvement Plan, the evaluator may recommend the teacher be dismissed or continue working under the plan.

Section 1: Improvement Statement—List specific area(s) for improvement related to the Ohio Standards for the Teaching Profession. Attach documentation.

Performance Standard(s) Addressed in Plan	Current Level of Performance	Desired Level of Performance

Section 2: Desired Level of Performance—List specific goal(s) to improve performance. Indicate what will be measured for each goal.

List Goal Statement(s) indicating performance on Ohio Standards for the Teaching Profession	Beginning Date	Ending Date	Specific Evidence/Measurement Target(s)

Ohio Teacher Evaluation System

Improvement Plan *continued*

Section 3: Specific Plan of Action—Describe in detail specific actions the teacher must take to improve performance. Indicate the sources of evidence the evaluator will use to document the completion of the Improvement Plan.

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Section 4: Assistance and Professional Development—Describe in detail specific supports that will be provided as well as opportunities for professional development.

--

Section 5: Alignment to District and/or Building Improvement Plan(s)—Describe the alignment to district and/or building improvement plan(s).

--

Comments:

Date for Improvement Plan to be evaluated: _____

Teacher's Signature: _____

Date: _____

Evaluator's Signature: _____

Date: _____

The evaluator's signature on this form verifies the proper procedures as detailed in the local contract have been followed.

Improvement Plan. continued

Improvement Plan: Evaluation of Plan

Teacher
Name: _____

Grade Level/
Subject: _____

School year: _____

Building: _____

Date of Evaluation: _____

The Improvement Plan will be evaluated at the end of the time specified in the plan. Outcomes from the Improvement Plan will be one of the following.

- ☐ Improvement is demonstrated and performance standards are met to a satisfactory level of performance.
- ☐ The Improvement Plan should continue for time specified: _____
- ☐ Dismissal is recommended.

Comments: Provide justification for recommendation indicated above and attach evidence to support the recommended action.

I have reviewed this evaluation and discussed it with my evaluator. My signature indicates I have been advised of my performance status; it does not necessarily imply I agree with this evaluation.

Teacher's Signature: _____

Date: _____

Evaluator's Signature: _____

Date: _____

The evaluator's signature on this form verifies the proper procedures as detailed in the local contract have been followed.

Ohio Teacher Evaluation System

