

15. Should this pilot continue beyond the 2004-05 school year, a job sharing partnership may continue for no more than three (3) years. At the end of the three (3) year period, the partnership may continue only if the total number of allowable partnerships is not previously filled. In that event, the partnership may continue on a year-to-year basis, subject to the approval of the Superintendent or her/his designee. Upon dissolution of the job sharing partnership, the individual job sharing teacher shall be eligible to receive a full-time position subject to his/her certification/licensure.
16. Job Share teachers will be evaluated pursuant to the Negotiated Agreement.

35.17 Catastrophic Leave

Donations of sick leave days to establish and maintain a sick leave bank will be initiated by the Human Resources Department on a form designed and furnished by the Treasurer. Individual members of the bargaining unit may donate a maximum of ten days of sick leave in any one school year.

Any member of the bargaining unit who is currently absent due to a catastrophic, long-term, life-threatening illness or accident and has exhausted all of his/her accumulated sick leave, and has applied but has not yet been approved for STRS or SERS disability, is eligible to receive sick leave days donated by other members of the bargaining unit.

For the purpose of this section, a “catastrophic illness or injury” shall be limited to matters which constitute a significant and serious medical condition such as:

- Amputation of a limb
- Spinal cord injuries
- Severe head injury/trauma
- Severe burns
- HIV spectrum disorders
- Cancer
- ALS (Amyotrophic Lateral Sclerosis)
- Cerebral Palsy
- Muscular Dystrophy
- Hemophilia
- Hepatitis
- Stroke or cerebrovascular event/accident
- Other serious rare disease(s) and/or debilitating conditions (as determined by a duly licensed physician)

Catastrophic or long-term illness is not intended to include maternity leave and/or absence due to childbirth. However, complications resulting from pregnancy or childbirth which result in a catastrophic illness or injury may be included.

Medical documentation shall be provided by the bargaining unit member to the Superintendent or his/her designee and made available when necessary for the determination of whether a catastrophic illness or injury has occurred and provided, as requested, to appropriate individuals.

The employee may make application to the Director of Human Resources to draw from the sick leave bank on an application form agreed to by the Board and the Union. Approval to draw from the sick leave bank shall be granted by the Superintendent’s designee.

Employees qualifying under this section will continue to receive regular salary/wages and benefits until all donated days are exhausted. No employee will receive more donated sick leave than the workdays remaining in the school year in which they become eligible.

Should the employee be denied eligibility to draw from the sick leave bank, the Union shall have the opportunity to appeal directly to the Superintendent who upon hearing the appeal, shall, within ten days, issue a decision to either allow the employee to draw on the sick leave bank or uphold the denial of the employee's application.

Upon notification that the employee is either denied or approved for STRS or SERS disability retirement, the employee will no longer be eligible to withdraw days from the sick leave bank.

Should the employee return to work after having drawn days from the sick leave bank, the employee shall contribute one sick day for every three days accumulated to the sick leave bank, to a maximum of five days per school year. Such contribution shall be deducted from the employee's final pay of the school year. Such deductions shall continue until such time as the contribution of sick days equals the number of sick days withdrawn from the bank or the employee retires or resigns. At the staff member's retirement from the District, any accumulated sick leave will be used to repay remaining sick leave days borrowed from the Sick Leave Bank before any redemption of unused sick leave is calculated.

36.00 EVALUATION

36.01 Program for Teacher Evaluation

The evaluation procedure that follows is the contractually agreed procedure for this bargaining unit. It was negotiated between October 1, 1989, and September 30, 1990, and became retroactively effective on September 4, 1990. It changes Ohio Revised Code only in the areas and dates delineated, including Sections 36.02 (1), (4), (5), (6), (7) and 36.04. All other rights, including hearing rights, accruing and deriving from the Ohio Revised Code, including among them, ORC Section 3319.11, are protected statutory rights of the members of the bargaining unit. Evaluations conducted under this procedure must, except for the areas and dates delineated, comply with ORC 3319.11.

The parties agree on the need for an ongoing comprehensive review of the teacher appraisal system, evaluation instrument(s), and protocol. To that end, the current Evaluation Committee will be re-constituted as the Appraisal Review Committee (ARC) with four (4) members appointed by the Union and four (4) administrators appointed by the Superintendent, in addition to the Superintendent, for the purpose of reviewing the present evaluation and appraisal system and making recommendations to the Board and Union for the adoption of improvements to the evaluation process and/or any corresponding evaluation instrument(s). The ARC shall be an ongoing collaborative committee and recommendation, if any, will be made prior to the beginning of each school year. Changes recommended by the ARC will not become a part of this Agreement unless adopted by the Board and approved by the Union. The ARC will meet no less than ten (10) times per year or as otherwise determined by the Committee.

36.02 Evaluators, Procedures, Dates

1. Evaluators must be administrators and have one of the following (a through g) certificate/licenses or qualifications except for the entry year internship.
 - a. Principal Certificate/License
 - b. Assistant Superintendent Certificate/License
 - c. Superintendent Certificate/License
 - d. Educational Administrative Specialist Certificate/License
 - e. General Supervisor Certificate/License

- f. Career Technical Education Supervisor Certificate/License
- g. Certain Administrators without the above certificate/license explained below:

During internship (#1 above) the assignment of the evaluator shall be determined by the entry year internship mentor-teacher program according to the rules of the entry year internship mentor-teacher program.

Certain administrators (#g above) are certificated/licensed staff who do not have administrative certification/licensure. When such an administrator is assigned supervisory responsibility for certificated/licensed staff, the Director of Human Resources may assign that administrator to evaluate as well as supervise the assigned staff.

- a. Administrators who are not based in school buildings and who are responsible as evaluators shall be responsible for writing all formal observations and evaluations of any teacher assigned to them for evaluation purposes.
- b. These administrators shall consult with the building principal(s) of all teachers assigned to them for evaluation purposes.
- c. Should the consultations between the teacher's assigned evaluator and the building principal(s) result in the issuance of a "U" unsatisfactory rating on the formal evaluation based on input from the building principal(s), that principal shall be present at the evaluation conference and will also sign the evaluation form.
- d. If the evaluating administrator is unable to complete the evaluation because of an extended unforeseen absence, for example for a serious illness, the Director will assign another administrator to complete the evaluation.

During a school year, each certificated/licensed staff member will be evaluated by only one of the above people (#s 1.a through g).

- 2. At least two thirty-minute observations must be made for each evaluation by the evaluator assigned.
- 3. Should a written evaluation note areas of performance in which improvement is desired, then the same written evaluation must include specific recommendations for improvement in the area or areas noted.
- 4. No limited contract teacher may be non-renewed for performance unless the evaluations specified in Section 7 below have been performed. Teachers non-renewed for reasons of reduction in staff pursuant to Article 28 need not be evaluated.
- 5. The first evaluation must be completed with a written report to the teacher no later than January 15.
- 6. The second evaluation must be completed with a written report to the teacher no later than April 1.
- 7. Limited Contract Evaluation Schedules:

- a. The two evaluations per September-June school year noted with the completion dates of January fifteenth and April first shall be effective for limited contract teachers hired/employed previous to December first of that school year.
- b. One evaluation with a completion date of April first shall be considered sufficient for limited contract teachers hired between December first and February fifteenth of a September-June school year.
- c. Evaluation is not required for limited contract teachers hired after February fifteenth of a September-June school year.
- d. Generally, limited contract teachers with seven or more years of teaching experience in the district shall be placed on a two year evaluation cycle.

Other than through a peer evaluation program, such as a mentor program, no member of this bargaining unit will be required to evaluate any other member of this bargaining unit.

36.03 Continuing Contract Teachers

Generally, evaluations of continuing contract teachers shall occur on a three-year cycle and observations may or may not be incorporated into the evaluation process.

36.04 Pertinent Dates

Teacher Report Day	Evaluations begin
October 1	Notification deadline for evaluation of continuing contract people
November 30	Last hire date for two evaluation people
January 15	First evaluation deadline
February 15	Last hire date for one evaluation people
March 20	Last date for filing of credentials for continuing contract eligibility
April 1	Second evaluation deadline
June 1	Evaluations completed on continuing contract people

36.05 Evaluation Procedures Delineated

36.051 Introduction & Goals

The goal of the Performance Appraisal Program is to implement a revised teacher observation and evaluation process. The major objectives of this plan include the following:

- 1. Provide recognition and commendation for quality instruction.
- 2. Improve instruction in all areas at all levels.
- 3. Promote a supportive and nurturing classroom environment.
- 4. Eliminate ineffective instructional practices.
- 5. Develop more positive and cooperative staff attitudes.
- 6. Develop greater flexibility and adaptability to new ideas and situations.

7. Assure that only the best possible candidates receive tenure in our district.
8. Assure greater uniformity and consistency within the evaluation process.

36.052 The Guidelines

The use of this supporting document will help ensure standards of expectation that will be used uniformly across the district by all administrators who are involved in the observation and evaluation process.

The supplement is a description of those characteristics which indicate the expectations for teacher behavior. It is intended that the observation, commentary, and evaluation forms will be completed using the sections, categories, defined indicators and supporting comments as the primary descriptors of the teacher's performance.

36.053 Evaluation/Observation/Commentary Forms

The Classroom Observation Form (#HR2921), the Teacher Evaluation Form (#HR2922) and the Commentary Form (#HR2923) are typically provided by the Human Resources Department. However, these forms may be computerized and prepared by another administrator or designee other than the Human Resources Department. As long as the content of the form is identical to the content of the form which is prepared by the Human Resources Department and incorporated into this Negotiated Agreement in the Appendix, the form shall be acceptable despite differences in appearance such as type of font style, spacing, paper size, margins, tabs, and other items in like category. There are four sections:

- Teaching Methods/Approaches/Performance
- Teacher/Pupil Relations
- Classroom Appearance and Organization
- Professional Duties and Responsibilities

These sections are supported by formal and informal classroom observations, verbal and written directives, commendations, reprimands and conferences.

The KEY is used to mark the performance of a teacher.

Satisfactory: This mark is given when the teacher has successfully fulfilled all defined indicators.

Unsatisfactory/Needs Improvement: This mark is given to the numbered category when one or more of the defined indicators is judged to be unsatisfactory.

Not Applicable: This mark is used when the observer/evaluator judges the category to be irrelevant to the evaluator or observer.

Not Observed: The category and/or defined indicators have not been observed.

36.054 Comments

This section is reserved for laudatory statements concerning performance and/or statements concerning areas that have been marked **Unsatisfactory or Needs Improvement**. When these marks are given, specific deficiencies must be stated and specific recommendations and means for improvement must be included.

When additional pages are needed for comments, the evaluator and teacher should initial and date each sheet.

36.055 Recommendation for Employment

This section is completed for each teacher evaluated. Recommendations could include nonrenewal, extended limited, renewal and/or tenure.

36.056 Teacher Signature

If a teacher refuses to sign an observation, commentary or evaluation form, the evaluator is to record and date this fact on the form.

36.057 Copies

- A. Teacher Evaluations & Commentary
Copies of evaluations and commentaries must be distributed to teacher, evaluator, and to the Board Personnel File.
- B. Classroom Observation
Copies of observations are distributed to teacher and evaluator.

36.058 Evaluation Cycles

- A. The Director of Human Resources will supply each evaluator with a list of all their staff to be evaluated during the current school year.
- B. The Director of Human Resources will distribute to all evaluators a list of the staff assigned to more than one (1) building, their cycle and the evaluator responsible for the evaluation.

36.059 Evaluator's Responsibilities

- A. Evaluator will notify those teachers being evaluated during the current school year.
- B. Evaluator will retain a copy of the completed evaluation, commentary and observation forms.

NOTE: It is important to remember that an evaluator's files can be subpoenaed should there be legal action taken against the school district.

36.060 CLASSROOM OBSERVATION AND EVALUATION FORMS TEACHING METHODS / APPROACHES / PERFORMANCE

1. Teacher preparation

- a. The lesson relates to previous work.
- b. Appropriate follow-up activities or assignments have been planned.
- c. The teacher has planned for evaluation of instruction.

2. Lesson plans

- a. Written lesson plans are available, up to date, include specific objectives, and give directions for instruction and implementation of courses of study.
- b. Lesson plans are available to substitutes.

- c. The teacher uses classroom performance and test data to revise instruction.
- 3. Preparation of students for lesson**
- a. The teacher clearly explains what the students are expected to do during class time.
 - b. The teacher clearly explains the assignment.
 - c. The teacher fosters good work habits on the part of the students.
 - d. The teacher appropriately prepares students for lessons/experiences such as assemblies, field trips, speakers, etc.
- 4. Quality of classroom instruction**
- a. Instruction contains elements of a good lesson: introduction, goal setting, direct instruction, practice, summation and closure.
 - b. The teacher encourages classroom discussion.
 - c. The teacher engages the students in the lesson.
 - d. The teacher stimulates and challenges the students to use higher levels of thinking skills.
 - e. The teacher encourages the students to ask questions.
 - f. The teacher plans classroom activities so students can work cooperatively.
 - g. The teacher paces the lesson appropriate for students' understanding.
 - h. The teacher employs a hierarchy of questions.
 - i. The teacher uses effective motivational techniques in the classroom.
- 5. Attention to individual differences**
- a. The teacher gives individual students tasks appropriate to their ability/achievement level.
 - b. The teacher varies questions and teaching strategies when a student is unable to understand.
 - c. The teacher uses available school/district resources to meet the needs of students.
 - d. The teacher attempts to elicit responses from all students.
 - e. The teacher demonstrates the ability to work with individuals, small groups and large groups.
- 6. Use of class time (time on task)**
- a. The teacher begins the lesson promptly.
 - b. The teacher provides a task-oriented environment.
 - c. The teacher uses class time efficiently.
 - d. The teacher plans for smooth transitions between activities to maximize time on task.
 - e. The teacher discourages interruptions from the lesson and classroom activity.
 - f. The teacher fosters efficient classroom management routines; i.e., material/equipment ready and available, material distribution and collection, attendance, announcements.
- 7. Variety of approaches to subject**
- a. The teacher effectively and appropriately uses a variety of the following: lecture, lecture and discussion, lecture and demonstration, small group discussions/interactions, class projects, individual seat work, learning stations, role playing, simulations, audiovisual, debates or experiments.
 - b. The teacher varies the approach to accommodate students' learning styles.
 - c. The teacher uses a variety of materials and resources.
- 8. Knowledge of subject matter**
- a. The teacher exhibits current knowledge of the subject.
 - b. The teacher correctly responds to subject questions posed by the students.
 - c. The teacher expands beyond printed material used.

- 9. Appropriateness of lesson**
- a. The teacher follows the approved curriculum and course of study.
 - b. The teacher gives students tasks appropriate to their ability/achievement level.
 - c. The teacher checks student records and test information to plan instruction.
- 10. Effectiveness in communication**
- a. The teacher speaks and writes clearly, using correct English.
 - b. The teacher uses rules of spelling, punctuation and grammar in all written materials.

TEACHER/PUPIL RELATIONS

- 11. Rapport between students and teacher**
- a. The teacher shows respect and concern for students as individuals.
 - b. The teacher provides feedback in a positive manner.
 - c. The teacher encourages students to show respect for others.
- 12. Maintenance of appropriate discipline**
- a. The teacher communicates his/her expectations for classroom behavior (rules & classroom procedures).
 - b. The teacher implements rules and procedures consistently and fairly.
 - c. The teacher displays self-control in difficult situations.
 - d. The teacher maintains control of student behavior.
 - e. The teacher encourages students to take responsibility for their own behavior.
- 13. Consciousness of equity issues**
- a. The teacher's behavior reflects respect for students regardless of race, color, religion, sex, national origin, ancestry, age or disability.
 - b. The teacher sets equitable expectations for students regardless of race, color, religion, sex, national origin, ancestry, age or disability.

CLASSROOM APPEARANCE AND ORGANIZATION

- 14. General classroom appearance**
- a. The room is neat, orderly, attractive and safe.
 - b. The physical arrangement of the classroom maximizes opportunities for student learning, i.e. learning centers, seating arrangement, and access to supplementary learning materials.
- 15. Appropriate displays**
- a. Samples of student work are visible in the classroom.
 - b. There are displays, bulletin boards, charts, and other materials related to current instruction.
 - c. Building safety instructions and bulletins are displayed.

PROFESSIONAL DUTIES AND RESPONSIBILITIES

- 16. Appropriate dress and language**
- a. Recognizing that there is no dress code, the teacher dresses and grooms him/herself appropriately.
 - b. The teacher uses appropriate language with students, parents and colleagues.

17. **Workday responsibilities outside the classroom**
 - a. The teacher effectively carries out assigned responsibilities, i.e. hall, cafeteria, playground duty.
 - b. The teacher assists in monitoring student behavior outside the classroom.

18. **Punctuality/Contractual Hours**
 - a. The teacher is prompt to all assignments.
 - b. The teacher adheres to the contractual work day for his/her assignment.

19. **Record keeping and reporting**
 - a. The teacher is prompt and accurate in record keeping, i.e. report cards, student records, disciplinary reports, attendance, emergency reports, etc.
 - b. The teacher is able to substantiate the rationale for grades/reports with appropriate documentation.

20. **Cooperation with staff**
 - a. The teacher shares student information necessary to the instructional program with colleagues.
 - b. The teacher cooperates in carrying out school and district projects during the work day.
 - c. The teacher shows respect and support for colleagues.
 - d. The teacher demonstrates willingness to share ideas, materials and resources with colleagues.

21. **Cooperation with parents/guardians**
 - a. The teacher provides reports and information to parents/guardians.
 - b. The teacher responds to requests for information in a timely and professional manner.
 - c. The teacher is respectful and professional in communication with parents/guardians.

22. **Compliance with policies and directives**
 - a. The teacher follows policies and directives.
 - b. The teacher implements policies and directives.

23. **Cooperation with administration**
 - a. The teacher is professional with administrators.
 - b. The teacher demonstrates pride for his/her school and district.

24. **Willingness to assume responsibilities**
 - a. The teacher displays a positive and helpful attitude.
 - b. The teacher initiates positive action in problematic situations.

37.0 DISCIPLINARY PROCEDURE

If an administrator determines there may be cause for disciplinary action and intends to make it a matter of record, the teacher shall be informed of the following:

- a. Reason for the meeting.
- b. Scheduled meeting time(s) and date(s).
- c. Topic of the meeting.
- d. The right to a representative from The Union.

At the meeting(s), the teacher will have the opportunity to respond to, rebut, offer mitigation, and/or accept the allegation(s) and intended action.