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Akron Education Association  
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# AEA *briefs*

THE AKRON EDUCATION ASSOCIATION IS A UNION OF PROFESSIONAL EDUCATORS ADVOCATING FOR SHARED LEADERSHIP AND QUALITY PUBLIC SCHOOLS. WE ARE COMMITTED TO USING OUR VOICES TO MAKE EDUCATING ALL CHILDREN A PUBLIC POLICY PRIORITY. OUR BELIEF IS TO PUT CHILDREN AT THE CENTER OF EDUCATION. WE ENDEAVOR TO WORK TOGETHER WITH PARENTS, FAMILIES AND COMMUNITY TO ACHIEVE OUR GOALS AND SUPPORT SUCCESSFUL EDUCATION.

*Dear Colleagues,*

*Hope all of you are doing well. I know that there are many, many challenges out and around the District, and AEA is attempting to address many of them with the administration. You will find some of these issues addressed in this publication. Please continue to contact your AEA Building Representative, or this office, should you have any concerns or questions regarding any and all matters which are impacting you at your building.*

*Contract negotiations will begin the first week of March. We have received all of the AEA Surveys which were turned in, and the AEA Negotiating Team is currently developing the package which we will present to the Board's negotiating team in order to begin the process. We will keep you updated on the progress of the talks.*

*The implementation of College and Career Academies is moving forward. AEA is currently finalizing a Memorandum of Understanding with the Board which will address CCAA scheduling, PLCs, team meetings and the defined workday for members. This information will be forwarded to all of you once it is finalized. Please be aware that the MOU will approve the changes for the 2019/2020 school year only, and will be reviewed prior to the end of next school year to address any potential adjustments or changes prior to implementation in the contract.*

*We have addressed concerns regarding student grades in this issue. Please review this information on page two. We are hearing that more and more pressure is being placed on teachers, particularly at the secondary level, to "adjust" student grades. We would like to underscore that the assigning of grades is done by the teacher only, and no grades may be arbitrarily changed by anyone, nor may administrators require or demand that teachers change grades.*

*Finally, please know that AEA recognizes the stress and pressures placed on all of you each day. Remember that we are dedicated to advocating for all of our members, in the best interest of you, your students and their families. Please make yourself a priority, take time each day to "leave it at the door" and focus on yourself, your family and finding a balance in life. Take care.*



**Pat**

*Pat Shipe, President  
Akron Education Association*

## CONTRACT NEGOTIATIONS

Thank you to all members who returned the AEA Negotiations Survey. The AEA Negotiating Team is weighing your feedback as we develop the negotiating package.

Negotiations will begin the first week of March. We are hopeful, as always, that this process will move forward in a timely manner which will conclude with a fair and equitable contract. AEA will certainly keep you informed of the progress of these talks.

Your AEA Negotiating Team is;

Pat Shipe, AEA President, Michael Householder, AEA Vice-President, Janell Brown, Vice-President Elementary, Ernie Dontis, AEA Vice-President Secondary, George Niinisto, AEA Secretary/Treasurer.

## PLC MEETINGS FOR INTERVENTION SPECIALISTS

An issue that continues to reappear in different buildings across the district concerns Intervention Specialists' attendance at PLC meetings.

Intervention Specialists, as well as teachers, must attend one (1) PLC meeting a week. Even if the IS delivers services to multiple grade levels or content areas.

If you are an Intervention Specialist and are being asked or required to attend multiple PLC meetings, or fill out multiple 5-step forms, please call this office (330) 434-2181.

## ASSIGNMENT AND SUBMISSION OF GRADES (SECTION 3.05.P AND 3.37)

Please familiarize yourself with the following sections of the CBA.

**3.05.P** *"Members assigned to elementary schools shall submit student grades electronically within one week after the close of the grading period. Members assigned to high schools and middle schools shall submit grades electronically by the close of school on the third workday following the close of the grading period."*

Please have your AEA Building Representative notify this office should the window for entry of grades either not be opened, or not be up and running because of technical problems.

**3.37** reads, in part, *"Members are responsible for assigning student grades. No grade may be arbitrarily changed. If the issue of a proper grade is raised, members are expected to produce adequate records to justify a grade given."*

Teachers assign the grades which the student earns. A member may not be compelled or pressured into assigning or changing a grade at the request of an administrator. In addition, it is possible for students to receive a failing grade, even students with IEPs and 504s. A teacher may be required to *"produce adequate records to justify a grade given,"* but you may not be mandated to change a grade. It is also incorrect that students with IEPs or 504s may not receive a D or F. If a student has earned a failing grade, and you have adequate documentation that supports the grade you have given, it is a violation of the CBA for an administrator to tell you to change the grade.

Should you encounter any of the situations listed above, or have any further questions regarding student grading, please see your AEA Building Representative or call this office.

**LOCAL PROFESSIONAL  
DEVELOPMENT COMMITTEE**

**Who Doesn't Need a Hand?**

While the LPDC can't wash your dishes, mow your lawn or fill your gas tank, they can provide many services to our hardworking members!

The LPDC can help with license renewals, questions about professional development options, provide ideas about endorsements and licensure areas, inform you of licensure possibilities within licensure areas or work with you on HQT.

Since it is now the time of year to begin renewal procedures, please do not hesitate to contact the LPDC should you need assistance with your license renewal. If you have a license expiring in 2019, your coursework should be complete and your application submitted no later than 6/30/19, however, we recommend that you handle the processing of your renewal well before that date. If you wish to teach during the summer, this process needs to be completed prior to applying for those positions.

March 19, 20 and 21, 3:30-6:00, Room 205 at Ott SDC is reserved for licensure renewal help to assist all licensed teachers and Resident Educators who are renewing, advancing or extending their license this year.

Please contact Lisa O'Rourke, LPDC Consultant, at (330) 761-3027 or lorourke@apslearns.org should you have any questions or need additional information.

**ENRICHMENT/INTERVENTION PERIODS AS A DUTY**

Several years ago, we began seeing a trend by which members were assigned a duty period which was once known as a study hall, but have since been renamed "enrichment or intervention periods."

One can argue the reasoning behind sending students to a room for as little as 15 minutes and expect them to be "enriched" in coursework rather than complete assignments, homework or study, however, we will not argue that point here.

Whatever the intent of these periods, the time is still considered a contractual duty period, not an instructional period. The following criteria should apply;

- No lesson plans are required.
- No teacher preparation, of any kind, is required.
- No administrative walkthroughs or evaluations may be done.
- No grading of assignments is required.
- No gradebook must be kept by the teacher.
- No progress monitoring may be required.
- No grades must be given.
- No data must be collected.
- The period will be counted as a duty period, not an instructional period, on the member's schedule.

Should you be assigned one of these duty periods, and have concerns or questions regarding what is being required of you, please see your AEA Building Representative or call this office.



# Your Union At Work For You



## COMMUNICATION WITH AEA

Should you have to communicate with AEA regarding any sensitive issues, it is advised that you utilize your own private email and send to AEA's [akronteach.org](mailto:akronteach.org) system.

Any emails sent from or to Akron Public Schools' email system becomes, not only a matter of public record, but also may be reviewed by APS Administration at any time. This includes [apslearns.org](mailto:apslearns.org) addresses and [akron.k12.oh.us](http://akron.k12.oh.us) addresses.

When possible, do not use your APS email when communicating private matters. Also send emails directly to the AEA [akronteach.org](mailto:akronteach.org) addresses.

## STAFF MEETINGS CALAMITY DAYS

After the recent district calamity days, the staff at some APS buildings were made to attend "make-up" staff meetings to take the place of meetings which were cancelled because the district closed buildings due to weather.

It is the Associations position that regularly scheduled meetings or activities which are cancelled when the District makes the decision to close schools for any reason, are not required to be made -up.

The Association will be addressing this matter with the administration and taking appropriate action.

In addition, any member who was required to attend a "make-up" staff meeting due to a regularly scheduled meeting being cancelled because of a calamity day, please contact this office at (330) 434-2181 or [pshipe@akronteach.org](mailto:pshipe@akronteach.org).

## UNFAIR LABOR PRACTICE FILED APS CODE OF STUDENT BEHAVIOR

On 9/24/18, the Akron Board of Education changed the Akron Public Schools Code of Student Behavior without negotiating the change, which is required by the Collective Bargaining Agreement. We believe that this action is, not only a violation of the CBA, but also violates the terms and conditions of the Memorandum of Understanding the Board entered into in May, 2018 as a result of AEA's grievance regarding student discipline.

The Akron Education Association filed an Unfair Labor Practice complaint against the district with the State Employment Relations Board (SERB). AEA's position is that the Board's actions are in violation of ORC 4117.11.(A)(5) "*Refusal to bargain collectively with the representative of the employees recognized as the exclusive representative or certified pursuant to chapter 4117 of the Revised Code.*"

AEA Attorney Donald J. Malarcik has submitted a response to the SERB filing with arguments and supporting documentation as to AEA's position on this matter. The APS Board will do the same.

We are currently awaiting SERB's response or decision concerning this case . We will keep you informed as we receive any updates or rulings on the matter.

## WHEN TO PROVIDE A WRITTEN OR VERBAL STATEMENT

AEA always encourages its members to cooperate with administrators and provide statements of record regarding incidents which happen in APS schools. It becomes a problem, however, when those statements are then used against a member for disciplinary purposes. This type of scenario is, unfortunately, becoming more and more common.

We are advising all members, prior to making either a verbal or written statement to administrators, to check with their AEA Building Representative or call this office. Should you make such a statement without representation, that statement may become a matter of record in any future proceedings.

You are certainly within your rights to tell your administrator that you will provide a statement within 24 hours.

## **OHIO TEACHER EVALUATION SYSTEM (3.09)**

**It is the Association's belief that the Ohio Teacher Evaluation System (OTES) is being implemented correctly, per Section 3.09, in most buildings throughout the district. There have been a few instances during the first evaluation cycle of the 2018/2019 school year, however, when the evaluation system was not properly utilized. There were also a number of cases during which evaluations were administered in a concerning manner. It seems that most of the problems are arising around the timeline of the process.**

- An elementary teacher received seven walkthroughs, a pre-conference, an observation and a post-conference.....all on the same day, which was two days prior to winter break.
- An elementary teacher's post conference was scheduled and canceled by her administrator four times and did not fall into the ten (10) day deadline required for post-observations.
- A secondary teacher was not given a copy of her rubric during the post-conference and, therefore, was not able to address any of the information, concerns or accuracy of the rubric. The evaluator also included evaluative information from an administrator other than the teacher's evaluator.
- Many teachers have reported that their rubrics contain false information, even when the evaluator was presented evidence to the contrary. The evaluator refused to change or make corrections to the rubric. Much of the evidence presented to the evaluator was completely verifiable and was still ignored.
- A secondary teacher was given an observation on 12/5/18, for the first semester. The evaluator told the teacher that she would receive her post-conference by the end of the day on 12/18/18. (Still past the 10-day contractual deadline). She finally received a post-conference document in her mailbox on Monday, 1/7/19 with no final summative score. The teacher still has not been given the opportunity to sign the form.
- A secondary teacher is being asked to schedule a first semester observation on 2/14/19 because the evaluator did "not have time" to complete her observation before December 31st.

Please review the following timeline for OTES evaluations, and the contract language on the following page. Should you have a question about the timeline or concerns regarding questionable implementation of your evaluation, please contact this office at (330) 434-2181.

If you are on an OTES cycle, the following should occur;

- ◆ A maximum of four (4) OTES walkthroughs may take place annually, not to exceed fifteen (15) minutes per walkthrough. The "Classroom Walkthrough Form," (found on page 161 of the contract) is used for OTES walkthroughs, and should be identified as an OTES walkthrough in the upper left corner of the form. A copy of the form should be given to the member at the completion of the walkthrough. Only your evaluator for that cycle may complete the OTES walkthroughs. No other walkthroughs may be used for OTES evaluation.
- ◆ A pre-conference must be completed at least two (2) working days prior to the formal observation. The purpose of the pre-conference is to allow the member and evaluator to discuss what the evaluator will observe during the classroom visitation. This process, as with the entire OTES cycle, is a growth model and should be entirely collaborative between the evaluator and member.
- ◆ Only one evaluator should be completing the entire OTES cycle. For instance, you should not have one evaluator for walkthroughs, and another completing your observation.
- ◆ Teachers in their "off-year" must maintain student growth. Should your student growth fall below the expected growth measure, you will be put back into the OTES Cycle.
- ◆ Teachers on an "off" year will only be observed (not evaluated) once during the year and complete a post-conference with their administrator. No evidence needs to be submitted, and there are no OTES walkthroughs or pre-conferences.
- ◆ A post-conference must take place not later than ten (10) working days following each formal observation. During an OTES post-conference, the member should be provided with a copy of the rubric so that the evaluators findings may be discussed and so that additional evidence of student learning may be considered by the evaluator in support of the teacher's performance during the observation. Members shall have the right to permanently attach to any report a written response or reaction within thirty days of receipt of the report. A member's signature on the form indicates the member has received the form and not necessarily that he or she agrees with its content.
- ◆ No audio or video equipment may be used during the observation or evaluation of a member's performance during OTES, unless the member has provided written permission for such equipment to be used.

**AGAIN, PLEASE CONTACT THIS OFFICE WITH ANY QUESTIONS OR CONCERNS REGARDING YOUR OTES EVALUATION. (330) 434-2181**

### **3.09 Evaluation**

Evaluation is the process of arriving at a decision about a member's performance. The evaluation program pertaining to the performance of a member shall be conducted openly and with the full knowledge of the member.

This model is a professional growth model and is intended to be used continually to assist educators in improving teacher performance. This process is to be collaborative and in support of the teacher.

Members who spend at least fifty percent of the time providing student instruction and who work under one of the categories below shall be evaluated annually, unless otherwise noted under this teacher evaluation system.

1. A license issued under R.C. 3319.22, 3319.26, 3319.222 or 3319.226; or
2. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2003; or
3. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2006; or
4. A permit issued under R.C. 3319.301.

Long-term substitute teachers, instructors of adult education, and members for whom 1 through 4 above do not apply are not subject to evaluation under this teacher evaluation program. Said full time bargaining unit members shall be evaluated using the evaluation process in place prior to the effective date of this contract.

Observations and evaluations shall be conducted by an evaluator who is eligible to be an evaluator under ORC 3319.111 (D), who has been credentialed as an evaluator by the Ohio Department of Education, and who has completed State-sponsored evaluation training and has passed an online credentialing assessment.

Audio or video equipment may not be used for the purpose of observing or evaluating a member's performance unless the member has provided written permission for such equipment to be used.

#### **A. FORMAL OBSERVATIONS AND WALKTHROUGHS**

Except as noted herein, two (2) formal observations shall be completed annually by a qualified and credentialed building level administrator or by a qualified and credentialed evaluator as defined under 3319.111 D. (3). One formal observation shall take place prior to December 31. A second formal observation shall take place no later than April 30. The member and the evaluator shall set a time for the formal observation to take place, and reset the scheduled date and time as necessary if the observation is not conducted as planned.

Each formal observation shall be preceded by a pre-conference between the evaluator and the member at least two (2) working days prior to the observation. The purpose of the pre-conference is to allow the member and the evaluator to discuss what the evaluator will observe during the classroom visitation. A post-conference shall take place not later than ten (10) working days following each formal observation. Teachers may bring additional evidence that supports the lesson observed to share with the evaluator at the conference. The evaluator may consider this as evidence of student learning or evidence to support the teacher's performance.

The pre- and post-conference requirements may be waived by mutual consent of the teacher and the evaluator, except for teachers on an improvement plan. The "Post-Observation Conference Rating Rubric Form" must be provided to the member regardless of whether the post-conference was held or mutually waived. A member's signature on the form indicates the member has received the form and not necessarily that he or she agrees with its content.

In addition, a maximum of four (4) OTES walkthroughs may take place annually, not to exceed fifteen (15) minutes per walkthrough. Non-OTES walkthroughs are not used for evaluation purposes. It is best practice that evaluators offer members feedback following a non-OTES walkthrough.

Members on limited contracts pursuant to ORC 3319.11 who are under consideration for nonrenewal, shall be formally observed not less than four times prior to May 15. The limitation of four (4) walkthroughs per year shall not apply to these members. Principals shall have the right to make classroom visits and review lesson plans during any classroom visit, and to discuss classroom performance with teachers any time during the teachers' employment.

#### **B. SUMMATIVE EVALUATION**

Evaluations shall be completed by May 1 and a written copy provided to members no later than May 10.

Each evaluation will result in an effectiveness rating of "Accomplished," "Skilled," "Developing," or "Ineffective." An effectiveness rating is based on the following two components: 1) Teacher Performance and 2) Student Growth Measures. Teacher Performance shall account for fifty percent (50%) of the evaluation and Student Growth shall account for fifty percent (50%). These components shall be combined using the Evaluation Matrix below to determine the summative teacher rating.

A member's summative evaluation shall be determined by using the Ohio Department of Education framework in effect at the time of the evaluation.

##### **1. Teacher Performance Component**

Teacher performance is evaluated during the formal observations and periodic classroom walkthroughs. Fifty percent of the effectiveness rating will be attributed to teacher performance through a holistic evidence-based process utilizing an evaluation rubric based upon the *Ohio Standards for the Teaching Profession*.

## **2. Student Growth Measures Component**

“Student growth” means the change in student achievement for an individual student between two or more points in time. This component of the evaluation includes one or a combination of the following:

- a) Teacher-level Value-Added Data
- b) ODE-approved Assessments; and/or
- c) Locally-determined Measures, including SLOs

Students with forty-five (45) or more excused or unexcused absences shall not be included in calculating student academic growth.

Data from among these multiple measures will be scored on five levels in accordance with ODE guidance and converted to a score in one of three levels of student growth: 1) “Above”; 2) “Expected”; and 3) “Below.”

## **C. PROFESSIONAL GROWTH AND IMPROVEMENT PLANS**

Members must develop professional growth or improvement plans based on their most recent summative teacher rating no later than October 15.

Any member who does not have a prior summative rating but who becomes subject to OTES shall write a professional growth plan.

Members who are rated Accomplished must develop a self-directed professional growth plan and choose their credentialed evaluator for the evaluation cycle from a list provided by the Superintendent.

Members who are rated Skilled or Developing must develop a professional growth plan collaboratively with a credentialed evaluator for the evaluation cycle.

A credentialed evaluator may modify a member’s professional growth plan at any point during the year to address serious teacher performance deficiencies arising following the implementation of the growth plan and requiring immediate attention. The credentialed evaluator shall inform the Superintendent and the AEA President of the modification and the reason for the modification.

Members who are rated Ineffective must comply with an improvement plan developed by the credentialed evaluator assigned by the Superintendent/designee for the evaluation cycle.

## **D. EVALUATION OF FIRST YEAR TEACHERS**

The Board and the Association hereby agree that:

The decision to renew or nonrenew a full-time teacher in their first year with the District shall be made by a vote of the IBOR Committee, based upon a recommendation of the Consulting Teacher. The parties agree that such decisions shall be final and that first-year teachers for whom the IBOR Committee has accepted a recommendation for nonrenewal from the consulting teacher shall not have the right to appeal this decision pursuant to O.R.C. 3319.11, nor may such decision be challenged through the grievance process or in any other legal forum.

## **E. THE FOLLOWING EXCEPTIONS APPLY TO THE SUMMATIVE EVALUATION, OBSERVATION, AND OTES WALKTHROUGH PROVISIONS HEREIN**

- 1. Members who were rated “Accomplished” on their 2013-2014 Summative Evaluation shall be evaluated every three (3) years.
- 2. In the event a member’s student academic growth measure for the most recent school year for which data is available is at the expected or above-expected level, a member rated “Accomplished” on his/her most recent Summative Evaluation shall be evaluated every three (3) years, and a member rated “Skilled” on his/her most recent Summative Evaluation shall be evaluated every two (2) years.
- 3. Notwithstanding the provisions of E. 1. above, any member who is not evaluated in a given year shall be observed once during that year by a credentialed evaluator who shall hold a post-observation conference with the member in conjunction with said observation. For purposes of this observation, the Classroom Walkthrough form shall be used to record the evaluator’s observation.
- 4. Resident Educators shall be evaluated annually during their first three (3) years in the District.
- 5. A member to whom the following applies shall not be evaluated:
  - a. A member who has notified the Board not later than December 1 of his/her intention to retire during or at the close of the current school year. Members are subject to all components of OTES until such time as the member announces his or her intent to retire, which shall include a specific retirement effective date, and the notice is accepted by the Board.
  - b. A member who was on a Board-approved leave of absence for at least fifty percent (50%) of the current school year. For members in Job Code 006, Time Schedule 380, fifty percent (50%) of the school year shall mean ninety-five (95) days. For all other members subject to OTES evaluations, fifty percent (50%) of the school year shall mean one-half (1/2) of the total number of days in the member’s work year, including paid holidays.

# AEA CHILDRENS' CHRISTMAS PARTY

A great time was had by all at the 2018 AEA Annual Reindeer Games! Please make sure that you join the fun next holiday season. Thank you to all of the teacher volunteers. We would also like to thank all of the student volunteers from the I Promise program and the Firestone IB program. Your participation was certainly appreciated.

