

**MASTER CONTRACT** STATE EMPLOYMENT  
RELATIONS BOARD

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**between the**

**JEFFERSON LOCAL BOARD OF EDUCATION**

**and the**

**WEST JEFFERSON EDUCATION  
ASSOCIATION/OEA/NEA**

**July 1, 2013, through June 30, 2015**



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## ARTICLE I

### NEGOTIATIONS PROCEDURE

#### A. PREAMBLE

Recognizing that providing a high quality education for the children of the Jefferson Local School District is the primary purpose of this school district and that good morale within the staff is necessary for the best education of the children, the parties agree that:

1. The Board of Education, under law, has the final responsibility for establishing its policies.
2. The Superintendent and his/her staff have the responsibility of carrying out said policies.
3. The Board of Education recognizes that the objectives of the educational program are realized to a high degree when mutual understanding, cooperation and effective communications exist between the Board of Education and its staff.

#### B. RECOGNITION

The Jefferson Local Board of Education hereby recognizes for the purpose of professional negotiations the West Jefferson Education Association/OEA/NEA (hereinafter referred to as the Association.) This Association shall be the sole and exclusive negotiating agent for all certificated personnel (except, casual day-to-day substitutes having less than one hundred twenty (120) days in the same position, supervisors as defined in statute 4117.01 (F) and management level personnel as defined in statute 4117.01 (K) of the Ohio Revised Code), presently employed or who will be employed by the Board of Education during the term of this Collective Bargaining Agreement.

#### C. SCOPE OF NEGOTIATIONS

The scope of bargaining between the Board of Education and the Association shall be established by Section 4117.08 of the Ohio Revised Code. Section 4117.08 (A) states that all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining between the West Jefferson Education Association and the Board of Education of the Jefferson Local School District.

#### D. NEGOTIATIONS PROCEDURES

##### 1. Negotiating Teams

The Board, or designated representative(s) of the Board, will meet with representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements. Representation shall be limited to four (4) representatives each of the Board team and the Association team. The parties may call upon professional and lay consultants to assist in all negotiations provided there shall be no more than two (2) such consultants from each side present at any one (1) session.

##### 2. Notice to Bargain and Submission of Issues

Request for negotiation to bargain a succeeding contract may be made by either the Association or the Board by notifying the other party in writing of the intent to bargain. The notice shall be no later than March 31, prior to the expiration of this agreement, and no earlier than March 1 prior to the expiration of this agreement. However, the above dates do not prevent the parties from mutually agreeing to initiate negotiations prior to March 1 by submitting their Notice to Bargain. A mutually acceptable meeting date for the purpose of opening negotiations will be established between the parties. At this first meeting, all issues proposed by the Association shall be submitted to the representative(s) of the Board in writing. Following submission of the Association issues, the Board shall submit in writing

any issues it wishes to negotiate to the Association representative(s) at this initial meeting. The second meeting and all necessary subsequent meetings shall be called at times mutually agreed by the parties.

A two (2) day negotiation session will be scheduled. The meeting place and time will be mutually acceptable to both parties. The parties shall exchange their respective written proposals prior to their two (2) day negotiation session. The Board will pay for the release of up to four (4) negotiation team members and one observer for each of the two separate days of negotiations.

3. Negotiations Procedures

Designated representative(s) of the Board shall meet at mutually agreed upon places and times with representatives of the Association for the purpose of affecting a free exchange of facts, opinions, proposals and counter-proposals in an effort to reach mutual understanding and agreement. Both shall deal openly and fairly with each other on all matters. Following the initial meeting, as described in paragraph 2, above, such additional meetings shall be held, as the parties may require, to reach an understanding on the issue(s) or until an impasse is reached. Meetings shall be held at a time other than the regular school day unless otherwise agreed.

4. Caucus

Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time for caucus.

5. Progress Report

The parties agree that during the period of negotiations, information shall be released to the press only by head negotiators, in concert, and initialed by both.

6. Exchange of Information

Prior to and during the period of negotiations, the Board and the Association agree to provide to each other, upon written request, all regularly and routinely prepared information concerning the issue(s) under consideration.

7. Reaching Agreement

As tentative agreement is reached on each issue, it shall be so noted and initialed by each party. When consensus is reached covering all areas under discussion, the proposed total agreement shall be reduced to writing as a tentative agreement and submitted to the Association and the Board for approval. The Association shall take action on the tentative agreement within fifteen (15) days, and the Board shall approve the tentative agreement within fifteen (15) days of approval by the Association. When approved by both parties, the Agreement shall be signed by the Presidents of the Board and the Association and shall be binding on both parties.

8. Resolving Differences

In the event agreement is not reached thirty (30) days prior to expiration of the collective bargaining agreement, the Board and the Association shall meet in an attempt to agree on a mediator. If agreement is not reached in three (3) calendar days then the Association and the Board of Education shall jointly request the services of a mediator from the Federal Mediation and Conciliation Service (FMCS) or other mediation service mutually agreed upon by both parties.

The mediator shall meet with the parties or their representatives either jointly or separately, and shall take such steps as he/she may deem appropriate to persuade the parties to

resolve their differences and to affect a mutually acceptable agreement. The mediator shall not, without the consent of both parties, recommend terms of settlement.

The mediator is without power to extend the period of mediation beyond the expiration date of the contract without the expressed consent of the parties.

In the event that agreement is not reached ten days prior to the expiration of the existing agreement, then the Association shall have the right to notify the Board of Education and the State Employment Relations Board (SERB) of their right to strike as governed by Ohio Revised Code Statute 4117, and shall have the right to strike at the expiration of the contract provided no agreement is reached.

9. Good Faith

All sessions of the negotiation meetings shall be in "good faith." Good faith requires the parties to make a sincere effort to reach agreement upon matters under consideration, but requires neither party to agree nor to make a concession. The parties agree to grant to their respective representatives the power and authority necessary to negotiate within the spirit of these provisions on the matters under consideration.

10. Amendments

a. This Negotiations Procedural Agreement is subject to amendment by utilizing its provisions.

b. If any provision(s) of this Agreement be rendered contrary to law, the provision(s) shall be deemed null and void to the limits prescribed by law, with all remaining provisions to remain in full force and effect. In the event of a determination that a provision(s) of this Agreement is contrary to law, this shall be reason for immediate reopening of negotiations on that provision(s).

11. No reprisal of any kind shall be taken by the Board or Administration against any participant in negotiations as a result of their participation.

## ARTICLE II

### RIGHTS

#### A. ASSOCIATION RIGHTS

The Association shall have the exclusive organizational rights as listed in this Article.

1. Board of Education Information

a. Board Meetings – Prior to each regular or special Board meeting, the Board shall provide the Association with a copy of: (1) the Board agenda; (2) the approved minutes of the prior regular or any special meeting; and (3) any final budget or appropriation resolution.

b. Notice of Board Meeting – The Board shall give the Association reasonable advance notice of all regular and special Board meetings.

c. Board Meeting Participation – The Board shall allow upon the submission of a written request from the Association President to the Superintendent, a reasonable period of time, not to exceed five (5) minutes, to speak during the time reserved for public discussion at regular Board meetings.

d. When this Agreement requires notice to be given or a copy of a document provided, an electronic communication or electronic version will comply.

2. Directory Information

By October 1 of each school year, the Board shall provide the Association with a list of the names, addresses, and building assignments for all bargaining unit employees.

3. School Mail

The Association may make use of the regular school mailboxes and e-mail system for nonpartisan communications, provided that said use does not interfere with the Board's operational needs for the mailboxes or IT system. The Association will indemnify and hold the Board harmless for loss or corruption of data of the District due to the Association's use of the IT system.

4. Use of Bulletin Boards

The Association may use bulletin boards in school offices and teachers' lounges for nonpartisan Association-related communication and notices, provided that said use does not interfere with the Board's operational needs for the same.

5. General Teachers Meetings

The Board shall allow the Association to address teachers for a reasonable period of time, but no more than ten (10) minutes during the general teacher's meeting at the beginning of the school year.

6. Use of School Building

Right – The Association shall have the right to use school buildings for Association meetings after the teacher workday so long as such use does not interfere with student or other school activities.

Advance Notice – The Association will give the building principal reasonable advance notice of its desire to use a particular building for a meeting so that provisions may be made for appropriate custodial or security service.

Charge – The Board will charge the Association only for custodial overtime costs, if any, incurred as a result of Association meetings.

7. Use of School Equipment

The Association may use school telephones, computers, copiers, and audio-visual equipment, provided they are not being used or are not required for any school business or activity. The Association shall reimburse the Board for all long distance calls including applicable tax. When the Association uses the school copier, the Association shall purchase the paper. The Association will purchase copying paper from the Board at Board cost. The Association will indemnify and hold the Board harmless for loss or corruption of data of the District due to the Association's use of the IT system.

8. Transaction of Association Business

Duly authorized representatives of the Association and its affiliates may transact Association business on school property at any time before or after the regular school day; or during the teachers' lunch and/or conference period; provided, however, that no such business shall be transacted on any class time, nor shall such Association business in any way interfere with scheduled student-teacher, parent-teacher, or administrator-teacher conferences or other school functions or activities. Such transaction of Association business during a conference period shall in no way interfere with a teacher's need to prepare for classes or meetings with parents, students, Administration or other employees. All visitors, including Association

representatives, must report to the building office during teaching hours before transacting such business and sign in.

9. Released Time for the Association

Duly elected or designated representatives of the West Jefferson Education Association will be released from duty without loss of pay to attend grievance proceedings or meetings that are scheduled during duty time by the Administration.

10. School Functions

All bargaining unit members shall have the right to attend all school functions and events excluding charity functions and/or booster sponsored events or the like.

11. The Board and its agents will make reasonable efforts to include Association members during the hiring process of new employees or hiring committees.

B. INDIVIDUAL RIGHTS

1. Neither the Board nor the Association shall discriminate against bargaining unit personnel on the basis of race, color, creed, national origin, sex, religion, disability, or for the exercise of rights protected by the Constitution of the United States and the laws of the State of Ohio.
2. The provisions of this Agreement shall be applied uniformly to all teaching employees without regard to race, color, age, disability, religious creed, sex, or national origin.
3. Nothing in this document shall prohibit any member of the bargaining unit from communicating his/her views to the Superintendent or the Board.

C. PUBLIC COMPLAINTS ABOUT SCHOOL PERSONNEL

1. Complaints about personnel are investigated fully and fairly. No employee shall be disciplined or terminated based on anonymous complaints.
2. Whenever a complaint is made directly to the Board as a whole or to a Board member as an individual, the complaint should be referred to the school administration for study and possible solution.
3. Unless otherwise required by law, the administration shall notify the employee of a complaint that may become a matter of written record and attempt through a meeting with the complainant and employee to resolve the complaint unless the administrator determines such a meeting would not be helpful. No complaint shall become a matter of written record unless the employee has been informed of the complaint and has had an opportunity to respond to it.
4. If it appears necessary, the administration, the person who made the complaint or the employee involved may request an audience with the Board in executive session. Statutory restrictions on executive sessions are observed. Any Board action on the matter is taken in public session.

D. DISCIPLINE

1. No staff member shall be reprimanded in writing or suspended without pay as discipline without just cause. Directives, evaluations, documented warnings, and other similar communications with a teacher do not constitute formal discipline.
2. Before a teacher is reprimanded in writing or given a disciplinary unpaid suspension, the administrator shall have a meeting with the staff member and his/her Association representative to attempt to resolve the concern informally. The meeting shall be

delayed not more than one (1) school day to allow the staff member's representative to attend, unless the parties mutually agree to a further delay.

3. If the concern is not resolved informally, such disciplinary action against a staff member shall be conducted in private except to the extent necessary where official Board action may be required. If an affected staff member deems it necessary, he/she may request an Association representative to be present. When such request is made, the disciplinary action shall be delayed not more than one (1) school day unless mutually agreed to among the parties.

#### **E. TEACHER SUSPENSION PROCEDURE**

1. The Board agrees to follow traditional principles of progressive discipline with the usual understanding that some or all preliminary levels may be bypassed case-by-case depending upon the seriousness of the offense and all relevant surrounding circumstances. The normal progressive sequence is:
  - a. Documented warning;
  - b. Written reprimand;
  - c. Suspension without pay not to exceed ten (10) workdays (by Superintendent/designee);
  - d. Termination (with or without suspension pending the resolution of termination proceedings) in accordance with Section 3319.16 of the Ohio Revised Code and any related statutes.
2. Starting with the written reprimand level in the above sequence, discipline will be for just cause.
3. Any disciplinary action, except for documented warnings and termination proceedings under Section 3319.16 of the Ohio Revised Code, is subject to review under the grievance procedure appearing in Article IV of this Agreement.

### **ARTICLE III**

#### **ASSOCIATION – ADMINISTRATION COMMUNICATIONS**

##### **A. ASSOCIATION/PRINCIPAL LIAISON (BUILDING COMMUNICATIONS)**

1. Annually, by October 1<sup>st</sup>, each building staff will produce participants for a Communications Committee for each building which will meet with the principal once every other month during the regular school year unless altered by mutual consent. The committee's purpose is to review, discuss, and cooperatively attempt to resolve building issues and concerns.
2. The Building Communications Committee will consist of six (6) WJEA members in the elementary (three (3) of the six (6) appointed by the Association and three (3) selected by the building principal); five (5) WJEA members in the middle school (three (3) of five (5) appointed by the Association and two (2) selected by the building principal); six (6) WJEA members in the high school (three (3) of the six (6) appointed by the Association and three (3) selected by the building principal). The building principal will be considered as a committee member in all buildings. At least one (1) member of the Communications Committee will be an Association representative. All Communications Committee members will serve voluntarily.
3. The Communications Committee shall elect a Chairperson at its first meeting each year who shall prepare agendas and conduct the meeting. Each member shall have the right to have matters placed on the agenda and all teachers in the building shall receive copies of the minutes of the meetings.

##### **B. ASSOCIATION/SUPERINTENDENT COMMUNICATIONS (DISTRICT COMMUNICATIONS)**

1. An Association/Superintendent Communications Committee shall be established to facilitate communication between the Association and the District's Administration. The purpose of this Committee is to provide a forum for communications regarding issues pertaining to the smooth functioning of the educational system which impact bargaining unit members on a district-wide basis.
2. The Committee shall consist of the Association President, one (1) Association Representative per building, the Superintendent and/or his/her designee(s) (up to four (4) total). A Chairperson who shall prepare the agenda in cooperation with the administration will be selected from among the Association Representatives. Meetings will be held at the request of either the Association President or the Superintendent and will occur no more than four times during a calendar year unless by mutual consent.

## **ARTICLE IV**

### **GRIEVANCE PROCEDURE**

#### **A. STATEMENT OF BASIC PURPOSE**

Good morale is maintained by sincere efforts of all persons concerned to work toward constructive solutions to problems in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure equitable solutions to problems at the lowest possible administrative level and in the shortest period of time provided for resolving such grievances which may arise from time to time. Such procedures shall be available to all members of the bargaining unit and no reprisals of any kind shall be taken against any unit member initiating or participating in the grievance procedure.

#### **B. GRIEVANCE DEFINED**

1. A Type I grievance is an alleged violation, misapplication or misinterpretation of the terms of the written negotiated agreements between the Board and the WJEA.
2. A Type II grievance is an alleged violation, misapplication, or misinterpretation of established Board policy, established administrative procedures and practices, or individual employment contracts or employment conditions.

#### **C. GENERAL PROVISIONS**

1. An individual grievance shall be initiated by the person so aggrieved.
2. The "grievant" shall mean the bargaining unit member or the WJEA filing the grievance. A group grievance may be initiated by the Association on an alleged violation that affects two (2) or more bargaining unit members.
3. A grievance shall be reduced to writing and include: a) the alleged violation including approximate date and time; b) relief sought; and c) date of initiating procedure.
4. The Association shall be available to assist any bargaining unit member or group of bargaining unit members in preparing the proper and complete information necessary to expedite the procedure.
5. A consultant of choice may be used by all or any party(ies) involved in the grievance procedure at all levels. If the consultant for the bargaining unit member is an organizational consultant, he/she shall be the only official representative of the recognized bargaining unit member organization.
6. Time limits given shall be considered as maximum, unless otherwise extended by mutual written agreement by the parties involved.

7. Failure of the aggrieved to proceed within the specified time limits to the next level of the procedure shall mean the grievance has been resolved by the recommendation stated in the previous level.
8. Failure of the administration to respond in the time limit stated shall give the grievant the right to appeal to the next level.
9. A grievance may be initiated at Level II (Superintendent's Level) when it has been determined by the building principal in writing that the subject is not within his/her realm of responsibility or control.
10. Resolution of a grievance at any level shall apply to the stated grievance and shall in no way infringe on the statutory obligations or other policies of the Board of Education.
11. Nothing contained in this procedure shall be construed as limiting the individual rights of a bargaining unit member having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.
12. Nothing contained in this procedure shall be construed as limiting the rights of a bargaining unit member/administrator from using other professional or legal rights in resolving a grievance.
13. The term "days," when used in this procedure, shall mean school work days.
14. A grievance may be withdrawn at any level without prejudice or record.
15. The fact that a grievance is raised by an employee, regardless of its ultimate disposition, shall not be recorded in the employee's file nor shall the employee be placed in jeopardy or be subject to reprisal for having followed this Grievance Procedure.
16. Hearings and conferences under this procedure shall be conducted at a time and place which shall afford a fair and reasonable opportunity for all parties, including witnesses entitled to be present, to attend and will be held, insofar as possible, at other than assigned instructional times of the personnel involved. It is recognized that this provision may have to be waived in respect to any arbitration hearing.
17. Any investigation or other handling or processing of any grievance by the grievant shall be conducted, insofar as possible, so as to result in no interference of the instructional program and related work activities of the certified staff.

#### D. INFORMAL PROCEDURE

Either the bargaining unit member with the grievance or the WJEA Building Representative, or both, should discuss the matter with the principal or administrator concerned with the objective of resolving the matter informally. However, a written note or statement shall be given to the principal indicating that the item of discussion is a grievance needing to be informally resolved. Time and date shall be noted.

#### E. FORMAL PROCEDURE

##### Level I - Administration

A copy of the written grievance shall be submitted on the approved form to the aggrieved's immediate administrator within twenty (20) days of when a reasonable bargaining unit member should have become aware of the alleged violation, or within ten days of the completion of the informal procedure if followed.

A meeting shall be mutually agreed upon between the aggrieved and the administrator within seven (7) days of the filing of the grievance. Both the aggrieved and the administrator may have present

such people who may provide information related to the grievance. Discussion at this meeting shall be confined to the issues as stated in the grievance and the relief sought.

Within seven (7) days of the meeting, the administrator shall provide the aggrieved with a written response stating his/her position and suggestion for resolving the grievance.

#### Level II - Superintendent

If the aggrieved is not satisfied with the suggestions for resolution received in Level I, he/she may within seven (7) days of receipt of such written response, submit his/her written grievance to the Superintendent and request a meeting to discuss the grievance. The written grievance submitted to the Superintendent will contain a concise statement of the facts upon which the grievance is based, the disposition by the administration at Level I, and a statement of the questions still unresolved to the satisfaction of the aggrieved.

The meeting shall be within seven (7) days of the request.

The meeting shall be conducted in a manner as stated in Level I.

Within seven (7) days of the meeting, the Superintendent shall provide the aggrieved with a written response stating his/her position and suggestions for resolution of the grievance.

#### Level III - Arbitration

If the aggrieved is not satisfied with the suggestion for resolution received in Level II, the association may within seven (7) days of the written response, submit the grievance (if Type I) to the American Arbitration Association.

Attorneys may be used, providing they are not from a competitive bargaining unit member organization, by either party at the arbitration level of this procedure.

The arbitrator shall be selected by the Association and Superintendent.

If the Association and Superintendent cannot agree on an arbitrator, the arbitrator shall be selected from the American Arbitration Association according to its voluntary rules and regulations.

The arbitrator shall hold such meetings, as he/she determines necessary to make a fair and impartial ruling on the grievance as stated.

The ruling of the arbitrator shall be made in writing to the aggrieved and the Board.

The ruling of the arbitrator shall be final and binding on all parties to the limit of the grievance as stated insofar as the grievance is found to be a Type I grievance as defined herein.

Cost of the arbitrator shall be shared equally by the aggrieved and the Board.

**GRIEVANCE FORM**

\_\_\_\_\_ Level of Grievance

(Circle)

Mr./Mrs./Ms. \_\_\_\_\_ Position \_\_\_\_\_

Name of Grievant \_\_\_\_\_

Date Submitted \_\_\_\_\_

School \_\_\_\_\_ Principal \_\_\_\_\_

Grievant accompanied by: \_\_\_\_\_

Section for Grievant: Briefly state the problem, indicating the provisions of agreement allegedly violated.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If additional space is needed, use other side

\_\_\_\_\_

Did grievant have oral discussion with principal? Yes \_\_\_\_\_ No \_\_\_\_\_

What remedy is sought? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_ Grievant's Signature \_\_\_\_\_

## ARTICLE V

### REDUCTION IN FORCE

- A. When for financial reasons or reasons set forth in Section 3319.17 of the Ohio Revised Code, the Board determines that it will be necessary to reduce the number of bargaining unit members; it may make a reasonable reduction in keeping with the provisions of this Article.

B. RIF PLANNING

In determining the position(s) to be reduced, eliminated, or not filled, the following sequence shall be used:

1. Position(s) vacated as a result of voluntary resignation, retirement, death or otherwise will not be filled.
2. The Board of Education shall act on all continuing contracts prior to implementation of this procedure.
3. RIF may only occur at the end of a school year, and contract suspensions must be effective before the first work day of the next school year. For this section, school year is defined as days teachers are scheduled to be at work. However, in the event the Superintendent notifies the Association, prior to failure of the levy, that failure may result in a reduction in force, the Board may implement a RIF if the levy fails, that takes effect at the beginning of the second semester.

C. NOTIFICATION OF ANTICIPATED RIF

1. Prior to June 1 the employer shall notify the Association President of any RIF to be implemented for the next school year, otherwise such notice shall be given at least twenty-one (21) days before Board action. This shall be the only time RIF shall be implemented. The notification shall include the reason(s) for the RIF; the anticipated position(s) to be reduced or eliminated; the anticipated name(s) of the employees to be affected; the anticipated date of employer action to implement the RIF and the effective date of the RIF. The employer shall provide the employee to be laid off due to a RIF with fourteen (14) days' advance written notification prior to the implementation of the RIF. The notice shall state the reason for the RIF and the effective date of the suspension.
2. Within ten (10) days of receipt of the written notification, two representatives of the Association, the Superintendent and the Treasurer of the Board or the President of the Board shall meet to review and discuss the proposed RIF.

D. IMPLEMENTATION PROCEDURE

1. Suspension of contracts shall be recommended by licensure/certification area and shall be based on the following order:
  - a. First, affected position(s) vacated as a result of voluntary resignation, retirement, other separation or death will not be filled.
  - b. Second, limited contract teachers shall be reduced first utilizing the following order:
    - i. Licensure/Certification.
    - ii. Competency as determined by formal evaluation.
    - iii. When evaluations are comparable, seniority in the District shall prevail.

- iv. For the purpose of determining a "comparable final evaluation rating," anyone with an evaluation rating of Accomplished, Proficient or Developing will be considered comparable until the end of the 2014-15 school year. Thereafter, the District's evaluation instrument will determine "comparable final evaluation rating."
  - v. A teacher must be evaluated for two (2) school years before s/he can obtain a "comparable final evaluation rating" that would allow him/her any rights over a more senior bargaining member during a RIF situation.
  - vi. After the end of the 2014-15 school year, a first year teacher who has received an Accomplished evaluation rating shall be an exception to Section 5.
- c. Third, continuing contract teachers shall be reduced by utilizing the following order:
- i. Licensure/Certification.
  - ii. Competency as determined by formal evaluation.
  - iii. When evaluations are comparable, seniority in the District shall prevail.
  - iv. For the purpose of determining "comparable final evaluation rating," anyone with an evaluation rating of Accomplished, Proficient or Developing will be considered comparable until the end of the 2014-15 school year. Thereafter, the District's evaluation instrument will determine "comparable final evaluation rating."
- d. If a teacher has not been evaluated in the most recent school year, the teacher's rating shall be "Proficient" for the purposes of D(1) above.
2. Layoff shall occur by suspension of contract.
  3. Using the criteria in this provision, the District will establish the order in which members' contracts are suspended and will recall members in reverse order.
  4. Reasons for all RIFs shall not be arbitrary, capricious, or discriminatory.

#### E. BUMPING RIGHTS

1. A bargaining unit member(s) whose position(s) is/are RIFed shall have the right to bump the least senior person with a comparable evaluation or lower final evaluation rating in an area for which they hold a certificate/license, provided, beginning with the 2014-15 school year, the bargaining unit member must be able to substantiate to the Superintendent by the following September 1 that s/he is highly qualified or will become highly qualified as outlined by the Ohio Department of Education for the position into which s/he bumps. If the bumping employee has more than one area of certification/licensure, the employee to be displaced will be the employee with the least District seniority in any of the bumping employee's areas of certification/licensure with a comparable evaluation. The bargaining unit member being bumped may in turn bump another bargaining unit member using the same criteria until all bumping is completed. The actual change in teaching assignments will be accomplished through assignment and/or transfer by the Superintendent.
2. Written notice of intent to exercise bumping rights must be given to the Superintendent or designee in writing, within five (5) days of receipt of the written notice of intent to RIF notification. A copy should be sent to the Association President. Within five (5) days of receipt of written notice of intent to exercise bumping rights, the Superintendent or designee will provide notification in writing to the displaced employee, using the same criteria until all

bumping is completed, and send a copy to the Association President. All written notifications will be sent the same day using electronic mail and regular U.S. mail.

#### F. LAYOFF RIGHTS

An employee on RIFed or layoff status shall have the following rights:

1. The right to continue receipt of group insurance coverage at the employee's expense in accordance with COBRA.
2. Credit for salary placement, upon recall, for teaching service performed while on layoff status as determined under Article VII.
3. The right to be notified by e-mail of all postings for bargaining unit positions. The bargaining unit member is responsible for notifying the administrative office in writing of any changes to e-mail and postal mailing address(es).
4. Recognition of additional certification, license, or entry-level requirements earned or reported while on layoff status for recall purposes, provided such information is filed with the Superintendent prior to recall.
5. The right to priority status on the substitute list upon request.

#### G. RECALL RIGHTS

1. Laid off employees shall be recalled in reverse order of layoff, per Section F above, in keeping with contract status and certification/licensure. The Association shall be sent a copy of said notification at the same time. The notice shall state the area of licensure/certification needed for the recalled assignment, the assignment, the effective date of contract resumption, and whether the assignment constitutes a full workday or a fraction thereof, which, if so, shall be specified.
2. Any employee shall be considered to have recall rights if the employee is either laid off or is working in a position of lower pay or fewer hours than the position s/he held prior to the reduction in force.
3. The employee shall be notified in writing by email and U.S. certified mail of an offer of recall and given seven (7) days to accept such offer and shall be granted a minimum of five (5) days from the date of acceptance to report to work. It is the employee's responsibility to notify the Administration of any change of email or residential address.
4. Recall eligibility shall expire three (3) years after the date on which the Board took action to place the teacher on layoff.

#### H. LIMITATIONS

1. No new hire shall be employed in a bargaining unit position until all laid off employees who are certified/licensed in area(s) of the open position(s) have been offered such position(s) in accordance with Sections F and G above.
2. No transfer or reassignment shall be made during a period of RIF that prevents the recall of an employee on layoff status. No vacancy shall be posted until all eligible employees have been recalled.
3. No current, non-bargaining unit employee shall be assigned to fill a bargaining unit position while an eligible employee remains on layoff status.
4. Work previously performed by laid off employees shall not be subcontracted.

- 5. Qualifications for a bargaining unit position shall not be upgraded to prevent the recall of a laid off employee, provided, however, that the Board may change or upgrade qualifications for a position for good faith educational reasons. Such reasons shall not be capricious or arbitrary.
- I.
    - 1. All members of the bargaining unit will be placed on a seniority list for each teaching field for which they are properly certified. Bargaining unit members serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Bargaining unit members serving under limited contracts will be placed on the list under continuing contract bargaining unit members, also in descending order of seniority.
    - 2. Seniority will be defined as the length of continuous service as a certified employee under a regular contract in this District.

**ARTICLE VI**

**FAIR DISMISSAL**

**A. STATEMENT OF PURPOSE**

The Board and the recognized organization recognize that in the interest of maintaining good morale and in the interest of effective personnel management, fair dismissal rights should be accorded all bargaining unit members and should be embodied in every type of contractual agreement between the Board and the bargaining unit member.

**B. NEW EMPLOYEES**

New employees should be informed by their immediate supervisor or building level principal as to the evaluation criteria used to assess their employment status.

**C. POSITIVE ASSISTANCE**

Each unit member shall be provided definite, positive assistance to correct performance problems and time to incorporate the recommended changes and shall be apprised of their professional competency through the appropriate evaluation procedure.

**D. LIMITED CONTRACTS**

1. Limited contracts for teachers employed on teaching contracts for the 2008-09 school year or previously shall have the following durations:

- a. First Contract 1 year
- b. Second Contract\* 1 or 2 years
- c. Third Contract\* 1 or 2 years
- d. Fourth Contract and thereafter 3 years

\*As determined by the Board of Education

2. Limited contracts for teachers employed on teaching contracts to begin with the 2009-10 school year or thereafter shall have the following durations:

- a. First Contract 1 year
- b. Second Contract 1 year
- c. Third Contract\* 2 years

- d. Fourth Contract\* 2 years
- e. Fifth Contract and thereafter 3 years

\* A teacher new to West Jefferson School District shall upon his/her initial employment be offered a one year limited contract. (If his/her services are evaluated to be satisfactory he/she will be recommended for another one (1) year limited contract.) If his/her services are evaluated to be satisfactory he/she will be recommended for a two year (2) limited contract in each of the next two limited contract sequences. However, if his/her services are evaluated and documented to be less than satisfactory he/she may receive a one (1) year limited contract in regard to the teacher's third and/or fourth contract.

Thereafter, if his/her services are evaluated to be satisfactory he/she will be recommended for a three (3) year limited contract.

#### E. CONTINUING CONTRACT

Any bargaining unit member who is eligible and wishes to be considered for a continuing contract during the term of a multi-year limited contract shall be considered on individual merit for a continuing contract upon meeting the requirements of the Ohio Revised Code.

Any staff member who is eligible and wishes to be considered for a continuing contract shall notify his/her building administrator in writing no later than October 1 the school year for which they are eligible or believes that he/she would be eligible. See Appendix E.

#### F. NON-RENEWAL OF LIMITED CONTRACTS

1. The Superintendent shall, on or before the first of May, deliver or cause to be delivered to the bargaining unit member, a written notification of the intent of the Superintendent to recommend to the Board of Education that the bargaining unit member will not be re-employed at the expiration date of the limited contract.

Reasons for the decision to non-renew must be stated in the letter. Evaluation data or other information in support of the recommendation will be made available to the bargaining unit member or designated representative upon request.

- a. In the event that the bargaining unit member desires a meeting with the Board, the bargaining unit member shall deliver or cause to be delivered, within ten days of written notice, a written request to the Treasurer of the Board and Superintendent.
  - b. The Board will give the bargaining unit member at least twenty-four (24) hours written notice of the date, time and place of the meeting.
  - c. The meeting shall be of private nature and shall be conducted in executive session of the Board.
  - d. The bargaining unit member shall have the right to be accompanied at the meeting and to be represented by up to a maximum of five (5) persons.
2. If the Board overrules the recommendation of the Superintendent for renewal, written reasons must be given for non-renewal by the Board.
  3. When considering bargaining unit members for their fifth (5<sup>th</sup>) and succeeding contracts, the Board may non-renew a bargaining unit member only for just cause.
  4. The procedures set forth in this Article shall be the sole and exclusive procedures utilized by the Jefferson Local School District for the non-renewal of limited contracts issued to members of this bargaining unit. These procedures shall supersede Ohio Revised Code Section 3319.11(G).

## ARTICLE VII

### SALARY AND FRINGE BENEFITS

#### A. SALARY AND INDEX

The base salary (Step 0) on the Index attached shall be as follows:

July 1, 2013 through June 30, 2014 (0%)	\$34,380
July 1, 2014 through June 30, 2015 (1.7%)	\$34,964

#### B. PAYROLL PRACTICES

##### 1. Pay Plan

Twelve equal installments, September through August. Payments will be made on the 22<sup>nd</sup> of each month.

##### 2. Practices

a. Deductions for any authorized deductions (other than payroll deductions for professional associations, United Way, and political contributions) will be calculated and deducted in equal installments.

b. All payroll deductions shall be transmitted to the receiving agency or institution within fifteen (15) days of pay day.

c. Direct Deposit - Each bargaining unit member will be paid by electronic transfer to a financial institution participating in the automatic clearinghouse system. A check/stub shall be sent electronically or otherwise for each pay.

##### 3. Credit for Experience (new employees)

a. Credit shall be given for military service in accordance with the Ohio Revised Code.

b. Full credit shall be given for all years of teaching experience in an Ohio public school or in a state chartered school up to, but not to exceed, ten (10) years.

##### 4. Column Placement: BS: 150 hr.; MA.; MA+30

##### 5. Hourly Rate

a. Tutors shall be placed on the salary schedule, Step 0, based on their training and experience. An hourly rate shall be based on this step, pro-rated on the workday.

b. Tutors shall be paid for all scheduled hours, regardless of student attendance.

#### C. DUTY-FREE LUNCH PERIOD

Full time bargaining unit members (on duty for more than three and one-half (3½) hours a day) shall receive a minimum of a thirty (30) minute uninterrupted, duty-free lunch period each working day. Bargaining unit members shall not be required to take assignments during their lunch period nor during their scheduled conference and planning periods.

**D. SCHOOL IMPROVEMENT ACTIVITIES**

Bargaining unit members (on duty for more than three and one-half (3½) hours a day) asked to participate in school committees outside of the regular school day are under no contractual obligation to participate. The Association encourages all members of the bargaining unit to participate in a reasonable number of school improvement activities. The lack of interest or involvement by Association members in improvement activities shall not have an adverse effect on the Association members. These meetings are provided to allow bargaining unit members to voluntarily contribute to the overall decision-making process of the district.

Bargaining unit members who elect to participate shall be paid an hourly rate of \$21.59 for working on a project brought to this district from an outside organization for which the staff member must contribute his/her own time and efforts outside the normal contracted work day.

Effective July 1, 2007, bargaining unit members who participate in activities that require them to stay overnight while providing supervision of students will be paid a flat fee of ninety dollars (\$90) per night, not to exceed ten (10) staff members.

**E. COURSE WORK COMPLETION**

Bargaining unit members will be granted a semi-annual adjustment in salary if they have completed course work for monetary advancement on the current salary schedule. Evidence of this advancement must be given to the Superintendent's office on or before the 10<sup>th</sup> day of September or on or before the 10<sup>th</sup> day of January each year.

**F. SUBSTITUTE TEACHING COMPENSATION FOR BARGAINING UNIT MEMBERS**

Effective July 1, 2007, bargaining unit members who substitute during their scheduled conference/planning time shall be paid at the rate of eighteen dollars (\$18) per occurrence inclusive of elementary staff when they must cover their own students when special teachers (i.e. physical education, music, art, and librarians) are absent. Special teachers shall not be used as substitutes in regular classrooms, except in extreme emergencies.

The building administrator shall approve in advance all substitutes being used during individual scheduled conference time. It is required that all time used by an individual for substitute purposes be turned in to the building principal by the 12<sup>th</sup> day of each month to be included on the individual's payroll check on the 22<sup>nd</sup> of that month.

G. For the life of the contract the extra curricular salary schedule shall be figured on the base salary of the teacher's salary schedule.

**Extra Duty Salary Schedule – Sub Section III and IV**

<b>EXTRA DUTY SALARY SCHEDULE STEPS</b>		<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>	<b><u>4</u></b>	<b><u>5</u></b>	<b><u>6</u></b>
I.	H.S. Athletic Director H.S. Head Football H.S. Head Boys' Basketball H.S. Head Girls Basketball H.S. Head Wrestling M.S. Athletic Director	.145	.155	.165	.175	.185	.195
II.	H.S. Assist. Football (3)* H.S. Assist. Boys' Basketball H.S. Assist. Girls' Basketball H.S. Assist. Wrestling (2) H.S./M.S. Instrumental Music Physical Fitness (split four ways)	.10	.11	.12	.13	.14	.15
III.	Freshman Head Football	.08	.09	.10	.11	.12	.13

**EXTRA DUTY SALARY SCHEDULE STEPS**

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
Freshman Head Basketball						
H.S. Co-Ed Track						
H.S. Head Girls' Volleyball						
H.S. Head Boys' Baseball						
H.S. Head Girls' Softball						
H.S. Co-Ed Tennis						
H.S./M.S. Vocal Music						
H.S. Head Co-Ed Golf						
H.S. Head Girls' Soccer (1)						
H.S. Head Boys' Soccer (1)						
IV. H.S. Flag Corps Director	.06	.07	.08	.09	.10	.11
M.S. Head Football (8th)						
M.S. Head Boys' Basketball (8th)						
M.S. Head Softball Coach						
M.S. Head Soccer (1)						
H.S. Cheerleader Advisor (Football)						
H.S. Cheerleader Advisor (Basketball)						
H.S. Yearbook Publication						
M.S. Head Volleyball (8th)						
M.S. Head Girls' Basketball (8th)						
M.S. Head Co-Ed Baseball						
M.S. Head Co-Ed Track						
M.S. Head Boys' Wrestling						
H.S. Assist. Volleyball						
H.S. Assist. Soccer (2)						
Freshman Assist. Boys' Football						
V. H.S. Assist. Boys/Girls Track (one as needed)	.04	.05	.06	.07	.08	.09
E.S. Safety Patrol (2)						
H.S. Assist. Boys' Baseball						
H.S. Assist. Tennis						
H.S. Newspaper						
H.S. Assist. Softball (1)						
M.S. Assist. Softball						
M.S. Assist. Boys' Basketball (7th)						
M.S. Assist. Girls' Volleyball (7th)						
M.S. Assistant Co-Ed Track						
H.S. Drama Advisor						
M.S. Assist. Girls' Basketball						
H.S. Freshman Volleyball						
M.S. Asst. Wrestling						
M.S. Asst. Baseball						
H.S. Musical						
M.S. Cheerleading Advisor (Football)						
M.S. Cheerleading Advisor (Basketball)						
M.S. Assistant Football (2)						
Freshman Cheerleading Advisor (Football)						
Freshman Cheerleading Advisor (Basketball)						
* represents the # of contracts issued						
VI. E.S. Yearbook Advisor	.02	.03	.04	.05	.06	.07
H.S. Yearbook Accountant						
H.S. Student Council Advisor						
M.S. Yearbook Advisor						
M.S. Newspaper Advisor						

**EXTRA DUTY SALARY SCHEDULE STEPS**

**1      2      3      4      5      6**

- H.S. Class Advisor
  - Freshman
  - Sophomore
  - Junior
  - Senior
- H.S. National Honor Society Advisor
- H.S. National Honor Society Advisor
- H.S. Quick Recall (1)
- Spanish Club (1)
- Varsity J (1)

- VII. Elementary Musicals (1 Fall/1 Spring) .03 of Yearly Base
- Two - 5th Grade Spelling Contest Advisor
  - Two - 5th Grade Math Contest Advisor
  - Two - M.S. Math Contest Advisor
  - Two - M.S. Spelling Contest Advisor
  - M.S. Student Council Advisor
  - Art Show Advisor (3)

Bargaining unit members may sign up by August of a school year to be in the pool of persons who may qualify for Event Site Managers on an as-needed basis.

**GENERAL PROVISIONS**

1. Those activities which are performed during the school day are not to be considered for compensation. ESP people should be working seven (7) hour and twenty (20) minute days.
2. Each year in a given activity will be accepted as one (1) year of experience in that activity for placement on the salary schedule.
3. If transferring in, or if reinstated in the same activity, each year's experience as head coach, director, or activity advisor will be accepted as one (1) year of experience in that activity for placement on the salary schedule.
4. When moving from assistant to head positions, each two (2) years of experience as an assistant in a given activity will be accepted as one (1) year of experience in that activity for placement on the coaches' scale. Partial years will be dropped.
5. Activities that are additions to the present salary schedule will be determined by the Administration and approved by the Board of Education.
6. When there is an adjustment in the time factor allocated for an activity or an increase or decrease in the responsibility (load): The activity will be re-evaluated and placed in the appropriate category as deemed necessary by the Superintendent.
7. Coaches and activity directors cannot draw two (2) salaries in the same activity at the same time.
8. Any activity supervisor in a changed category which would result in a cut in percent of pay shall remain frozen in that category for salary purposes until he/she leaves that position.
9. A formal application must be developed and used for filling all extra-curricular activity positions.
10. The Board of Education reserves the right not to fill a position.

11. Bargaining unit members shall be placed on this supplemental salary schedule based on their experience whether it is consecutive or nonconsecutive experience, in that activity.

For the duration of this contract, to be placed on an advanced step of the Extra Duty Salary Schedule, bargaining unit members currently under a supplemental contract must provide documentation of their prior related experience to the superintendent or his designee.

12. Licensed employees shall have priority over non-licensed employees and non-employees, in accordance with Section 3313.53(D) of the Ohio Revised Code.

#### H. EXTENDED SERVICE

The extended service figure will be based on the bargaining unit member's daily salary rate multiplied by the number of days the person is on extended service.

Example: If a bargaining unit member has twenty (20) days extended service, this would equal a month's salary.

#### I. SEVERANCE PAY

1. Definition of "Retirement"

Retirement is defined herein as a person's meeting the qualification as set forth through the State Teacher's Retirement System (STRS) and/or School Employee's Retirement System (SERS) at the time a person severs employment with the Jefferson Local Schools.

Bargaining unit employees who have zero years through nine (9) consecutive years of service will receive twenty-five percent (25%) of the employee's accumulated sick leave at the time of his/her retirement. Employees who have ten (10) through nineteen (19) years of service shall qualify for thirty percent (30%) of their accumulated current sick leave upon retirement. Employees with twenty (20) or more years of service will receive thirty-five percent (35%) of earned sick leave upon retirement from the Jefferson Local School system. All percentages will be calculated on a maximum number of accrued sick leave days allowed by the contract.

Those employees retiring must submit a written application for severance pay to the Treasurer's office within ninety (90) days after the issuance of the employee's last check

2. Severance Benefits Extended

Severance Benefits may be available through January of the following year after separation.

3. Statement of Clarification

For clarification purposes, please refer to Ohio Revised Code, Section 124.38 as stated below:

"The previously accumulated sick leave of an employee who has been separated from the public service shall be placed to his/her credit upon his/her re-employment in the public service, provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service."

4. In the event of a bargaining unit member's demise while under contract with the district, he/she shall have the rights of survivorship for his/her designated beneficiary(ies), to be paid within sixty (60) days of the bargaining unit member's demise. The rate of pay shall be a flat rate of ten percent (10%) of their accumulated sick leave.

**J. PAYMENT FOR COLLEGE/UNIVERSITY EXPENSES**

The Board of Education shall pay a preset amount (see chart below) for college/university credit hours provided the course work is within the bargaining unit member's area of certification or in the field of education, up to a preset maximum (see chart below) for the bargaining unit. The total hours allotted for the year will be divided equally among each quarter: Fall, Winter, Spring and Summer. The Superintendent or Treasurer will provide the WJEA president with a breakdown on a quarterly basis of how much was applied for, how much was approved and the dollar amount remaining in each account. Hours not utilized in fall, winter, and spring will accumulate and will be applied to the number of hours allotted for summer studies. Each bargaining unit member is limited to six (6) courses per year. The Superintendent may, at his/her discretion, authorize additional hours for a bargaining unit member(s). CEU's other than those granted at a convention or conference which is Board-paid will be reimbursed at one hundred percent (100%).

A written response shall be forwarded to bargaining unit members within fourteen (14) days of the receipt of the request, indicating approval or disapproval of course work.

Bargaining unit members shall receive their reimbursement check within thirty (30) days following the submission of transcript or grade sheet and proof of payment to the Treasurer of the Board.

**Reimbursement Schedule**

<b>\$ per quarter hour</b>	<b>\$ per semester hour</b>
<b>\$150</b>	<b>\$200</b>
<b>Max quarter hours</b>	<b>Max semester hours</b>
<b>250</b>	<b>300</b>

**K. FRINGE BENEFITS**

Effective January 1, 2015, In-Network Deductibles and Copay Maximums become \$250 single/\$500 family and \$800 single/\$1400 family, respectively, and Non-Network Deductibles and Copay Maximums become \$400 single/\$800 family and \$1,100 single/\$1,600 family, respectively.

The fringe benefit package for bargaining unit members shall include the following:

Cafeteria style will not be offered, the option will be to take all of the benefits or none of the benefits

If covered employee and his/her spouse are both bargaining unit members, the additional premium beyond the family rate will be waived.

Medical – Bargaining unit members who elect to participate in the plan shall pay the following monthly premiums:

Payment of Premiums	
*Family	\$140
Single	\$70

\*(Family unit includes two (2) + sixteen dollars (\$16) for each additional member)

**Co-Insurance Percentage**

Network	85%
Non-Network	70%

Annual Out-of-Pocket Expenses	

Family, In Network	\$1,400
Single, In Network	\$800
Family, Out of Network	\$1,500
Single, Out of Network	\$1,000

Child Wellness Program of \$1000 per plan year through the age of 13, which takes effect November 1, 2010.

**Board 4 Best Practices by the School Employees Health Care Board:**

Routine physical examinations (employee and spouse age 50 and up only): The plan will pay 100% benefit percentage (network or non-network) for one exam per calendar year not to exceed a maximum payable of \$300 (includes examination, facility, x-ray and laboratory tests, blood work, colonoscopies, sigmoidoscopies); additional eligible expenses above the \$300 routine physical examination maximum are covered subject to the network or non-network comprehensive major medical expense coverage calendar year deductible amount, benefit percentage and out-of-pocket maximum.

Bone density test (employee or spouse age 50 and up only): The plan will pay a 100% benefit percentage (network or non-network) for one exam per calendar year not to exceed a maximum payable of \$300 (includes examination, x-ray and laboratory tests); additional eligible expenses, above the \$300 routine physical examination maximum, are covered subject to the network or non-network comprehensive major medical expense coverage calendar year deductible amount, benefit percentage and out-of-pocket maximum.

Prescription Drugs	
Family	\$40
Single	\$20

Lifetime maximum coverage = \$2,500,000.

**Pharmacy Network**

100% after \$40.00	co pay/non-formulary
100% after \$25.00	co-pay/formulary
100% after \$10.00	co-pay/generic

**Mail Order**

100% after \$60.00	co pay/non-formulary
100% after \$37.50	co-pay/formulary
100% after \$15.00	co-pay/generic

Dental	
Family	\$20
Single	\$10

Routine visits twice (two (2) times) per calendar year and coverage capped at one thousand five hundred dollars (\$1,500)/plan year per participant, effective November 1, 2010. Fifteen hundred dollars (\$1,500) per plan year for orthodontia per participant.

**Vision**

**Payment of Premiums**

Family	\$0.00	Fully paid by Employer
Single	\$0.00	Fully paid by Employer

- a. Ten dollars (\$10) per person deductible for exam

- b. Lenses and frames once per calendar year effective April 1, 2010.
- c. Full coverage for necessary contact lenses
- d. One hundred and eighty dollars (\$180) cosmetic contact lens allowance

**Life Insurance**

Each bargaining unit member shall have fifty thousand dollars (\$50,000) of term life coverage.

The Board and the WJEA agree to form a joint/ongoing insurance committee.

**L. STATE TEACHERS RETIREMENT SYSTEM (STRS)**

- 1. The Board shall make available to certificated staff members the STRS pick-up.
- 2. The pick-up will be of no cost to the Board and is solely for the purpose of reducing current tax for certificated staff members and will remain in effect as long as Internal Revenue Ruling 81-36 remains substantially unchanged.
- 3. Certificated staff members are individually responsible for reviewing the relationship between the pick-up and their other tax deferred arrangements, if any.

**M. REEMPLOYMENT OF RETIRED TEACHERS**

- 1. Previously Retired Teachers (PRTs) shall be awarded one-year contracts of employment that shall automatically expire at the end of each school year without requirement for any performance evaluation and without any notice of non-renewal.
- 2. PRTs may be re-employed from year to year, with Board approval, but shall not be eligible for continuing contract status. If rehired for the following year, the teacher shall move to the next longevity step on the salary schedule column.
- 3. PRTs shall not be eligible to participate in the contractual retirement incentive program, if any, or for severance pay upon separation from employment.
- 4. Prior employment in the District is no guarantee of post-retirement employment or a particular assignment, if hired.
- 5. A teacher retired under STRS (reemployed teacher) may be reemployed under the following conditions:

The reemployed teacher will start with salary schedule placement not to exceed ten (10) years and education credit of up to a Master's Degree plus 30. The reemployed teacher will be advanced one (1) year on the salary schedule for each year of reemployment service in the District.

Designation of health care coverage for reemployed teachers will be governed by the STRS rules in effect at the time of the reemployment and is subject to change if the STRS rules change during the period of reemployment.

Reemployed teachers may commence their reemployment with up to fifteen (15) days of accumulated sick leave if said days are carried forward from their prior employer.

Subject to these provisions, reemployed teachers are part of the bargaining unit.

**N. PART-TIME EMPLOYEES**

The Board of Education may employ bargaining unit members on a part-time basis. The part-time employee shall be placed on the salary schedule based on training and experience. An hourly rate shall be based on this step, pro-rated based on contract hours worked.

The percentage of the premium paid by the Board for any of the following benefits:

- Health Insurance
- Dental Insurance

Prescription Drug Insurance  
Vision Insurance  
Life Insurance

Shall be based on the following pro-rated benefit schedule:

Work	% of Premium Board Paid
80% of contract hours worked	100%
61-79% of contract hours worked	75%
26-60% of contract hours worked	50%
0-25% of contract hours worked	25%

**O. NATIONAL BOARD CERTIFIED**

The Board shall pay a stipend of two thousand dollars (\$2,000) per year to any bargaining unit member who acquires National Board Certification. Proper certification by the Ohio Department of Education and a completed, signed stipend form must be presented to the treasurer's office on or before the tenth (10<sup>th</sup>) day of September or on or before the tenth (10<sup>th</sup>) day of January each year. The Treasurer shall have the authority to waive these dates for unforeseen circumstances not the fault of the bargaining unit member. Payment to the teacher shall be by the next payroll date after receipt of the form by the Treasurer.

**P. BACKGROUND CHECKS**

The Board will pay the cost for state and federal background checks required by the Ohio Revised Code for all employees who are under contract and go to the Madison County Sheriff's Department, but excludes yearly new employees. Such payment will be made directly to the Bureau of Criminal Identification and Investigation once the unit member completes the background check.

## **ARTICLE VIII**

### **LEAVES OF ABSENCE**

**A. SICK LEAVE**

Each bargaining unit member shall be granted one and one-half (1½) days sick leave for each complete month of employment. Sick leave shall accumulate during active employment on a continuous year-to-year basis. Maximum sick leave accumulation shall be two hundred sixty-five (265) days for the duration of the contract.

An employee new to the school system may transfer accumulated sick leave from a previous position. It will be the bargaining unit member's responsibility to see the transfer is made.

Bargaining unit members who render part-time, seasonal, intermittent, per diem or hourly service shall be entitled to sick leave based on the time actually worked on the same basis as that granted to full-time employees.

A bargaining unit member who expects to exhaust all of his/her accumulated sick leave and expects that additional days are still needed may request through the Association that additional days be transferred from other bargaining unit member's accumulated sick leave. The individual bargaining unit members shall authorize, in writing to the Treasurer of the Board, the number of days to be deducted from their account and who will be receiving the transferred days.

#### **Use of Sick Leave**

Bargaining unit members may use sick leave for absence due to personal illness, maternity reasons, injury, exposure to contagious disease which could be communicated to students or other

employees, and illnesses, injury, or death in the bargaining unit member's immediate family. Notwithstanding the foregoing, up to five (5) days of sick leave shall be unrestricted and no reason need be given. Bargaining unit members may not use more than three (3) days of unrestricted leave in a row, or on the day immediately before or after a legal holiday, or during the first or last week of school year, unless there are extraordinary circumstances as approved by the Superintendent. If they elect this option, they lose the use of the remaining two (2) days as unrestricted, unless there is an emergency situation with approval from the Superintendent. The three (3) days in a row option cannot be taken in May. No more than ten percent (10%) of the bargaining unit members may be absent from any building on unrestricted leave at any one time. Notice to use unrestricted sick leave is to be given at least two (2) working days prior to absence.

Bargaining unit members shall be required to furnish a written, signed statement on forms prescribed by the Board to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when he/she was consulted.

When legal holidays, or other days not in session approved by the Board of Education, are included in the period of absence due to illness, such days shall not be charged against the accumulated sick leave. In emergency situations, the bargaining unit member shall call in his/her absence. Upon return to work, the bargaining unit member shall complete the proper form(s) for being absent.

#### Definition of Immediate Family

For purposes of this Agreement, immediate family shall include husband, wife, father, mother, brother, sister, son, daughter, grandparents, grandchildren, and spouse's parents. Also included are other relatives or dependents not listed above who make their home with the bargaining unit member. Sick Leave may also be used for absences due to bereavement of a member's immediate family, and their aunt, uncle, niece, nephew, spouse's siblings and spouse's grandparents.

#### Illness Leave

A bargaining unit member may request a leave of absence without pay for a period of time up to one (1) school year due to physical inability to perform required duties.

Such request for leave shall be submitted in writing accompanied by a doctor's statement relative to the condition. Such leave may be approved by the Board of Education for any period up to one (1) school year.

The leave of absence for medical reasons shall not prejudice the bargaining unit member's position on the salary schedule, seniority or sick leave provided the bargaining unit member returns to the same or similar position. Sick leave shall not accumulate during the period of leave.

#### Quarantine

Full salary will be paid for absence due to the quarantine of bargaining unit member's residence provided that the bargaining unit member has accumulated sick leave credit. Such days shall be deducted from the accumulated sick leave credited to the bargaining unit member.

#### Notification of Absence

An employee who is absent or expects to be absent from duty shall notify the responsible principal as early as possible, and such notification shall be given in advance unless conditions beyond the control of the employee make such notification impossible.

#### Cumulative Sick Leave

Bargaining unit members shall be compensated for unused sick leave under either of the two (2) plans listed below:

1. Plan One

A bargaining unit member may elect to maintain his/her current sick leave.

2. Plan Two

A bargaining unit member who has accumulated two hundred sixty five (265) days or more of unused sick leave in the current year and has used no more than five (5) days in the current school year will be paid for the current year's accrued and unused sick leave.

- a. Unused sick leave days accumulated between July 1<sup>st</sup> and June 30<sup>th</sup> will be reported in the paycheck and will be paid in the July check of that year.
- b. Not later than the July payroll, the Treasurer shall remit to each bargaining unit member a sick leave check equal to unused sick leave days for the year times twenty-five percent (25%) of his/her regular daily pay.
- c. All days purchased by the Board shall be removed from the individual total sick leave accumulation.
- d. If a bargaining unit member leaves mid-year, the member will be eligible for accrued unused sick leave on a pro-rated basis rounded to the nearest whole, half or quarter day(s).

This section shall supersede Section 3319.141 of the Ohio Revised Code.

B. ATTENDANCE IN COURT

Absence in Response to Subpoena or Jury Summons:

1. A professional staff member who is summoned for jury duty and/or subpoenaed to appear in court during normal teaching hours will be granted a leave of absence from normal teaching duties to permit compliance, provided the professional staff member meets the following:
  - a. Notifies the superintendent within two (2) days after receipt of the jury summons or subpoena; and
  - b. Court leave does not include bargaining unit members initiating or pursuing action against the Board of Education, its employees or agents.

C. The Family Medical Leave Act of 1993 shall govern bargaining unit members, provided that the benefits of the law supplant and do not detract from the collective bargaining agreement.

FMLA entitles eligible employees to take up to twelve (12) weeks of unpaid, job-protected leave in a twelve (12) month period for specified family and medical reasons. The law contains provisions on employer coverage; employee eligibility for the law's benefits, entitlement to leave, maintenance of health benefits during leave, and job restoration after leave.

Based on FMLA law currently in effect, Jefferson Local Schools will grant eligible employees up to twelve (12) weeks of leave during the twelve (12) month period beginning July 1<sup>st</sup> and ending June 30<sup>th</sup>. Spouses are jointly entitled to a combined total of twelve (12) workweeks of family leave.

Unless specifically addressed elsewhere in the collective bargaining unit agreement, absences, if qualifying, will be covered under the following FMLA provisions.

Any absence of three (3) or more consecutive days will be applied to the annual twelve (12) week family medical leave, providing the absence is FMLA qualifying. To qualify, the leave must be for one of the following reasons:

The birth and care of the newborn child of the employee;  
For placement with the employee of a son or daughter for adoption or foster care;  
To care for an immediate family member with a serious health condition; or  
To take medical leave when the employee is unable to work because of a serious health condition.

To be eligible for FMLA benefits, an employee must (1) work for a covered employer; (2) have worked for the employer for a total of twelve (12) months; and (3) have worked at least one thousand two hundred fifty (1,250) hours over the previous twelve (12) months.

Subject to certain conditions, employees may choose to use accrued paid leave to cover qualifying FMLA leave. Jefferson Local Schools shall have the right and responsibility for designating if an employee's use of paid leave counts as FMLA based on information from the employee. Employees must submit documentation to support FMLA qualifying absences.

#### D. CHILD CARE LEAVE

##### 1. Sick Leave for Maternity Purposes

Option 1 – Bargaining unit members shall have the option of requesting a maternity leave under FMLA. The bargaining unit member shall receive twelve (12) weeks paid leave, if bargaining unit member has the proper amount of sick leave to cover the twelve (12) weeks.

A bargaining unit member may elect to receive the remainder of a semester in a non-paid status. If insurance is carried through the school district, the full premium will be paid by the employee during the non-paid status.

Option 2 – A bargaining unit member may request a leave of absence for maternity purposes and shall be granted a paid leave for the remainder of the semester if the bargaining unit member has a proper amount of sick leave to cover the semester.

A bargaining unit member may elect to receive a 2<sup>nd</sup> semester in a non-paid status.

##### 2. Interim Maternity Leave

Any bargaining unit member whose accumulated sick leave days are insufficient to cover the period of leave set forth in this Article (12 weeks of paid) may use accumulated sick leave and following the exhaustion of accumulated unused sick leave, shall be granted an interim maternity leave without pay for the remainder of the 12 weeks allowed by FMLA, following termination of pregnancy. If such a member is unable to resume her duties because of complications or disabilities arising out of such pregnancy, said member shall be placed on maternity leave in accordance with the provisions of paragraph C. 1. of this Article.

##### 3. Adoption

A unit member adopting a child will be entitled, upon request, to use his/her accumulated sick leave up to four (4) weeks in connection with adoption of a child six (6) years of age or younger. Thereafter, the unit member will be entitled to a leave without pay to commence at any time during the first year after receiving defacto custody of said infant child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption.

The unit member shall provide written notice to the Superintendent of his/her intent to adopt at the time of application with the adoption agency. A request for adoption leave shall be

filed with the local Superintendent at the earliest possible date prior to the effective date of said leave. The request shall state the beginning and the ending date of such leave. Adoption leave shall not continue longer than one (1) full semester beyond the semester during which the leave began.

**E. ABSENCE FOR MILITARY SERVICE**

An employee who leaves his/her position to serve in the armed services of the United States, as defined by law, shall be considered to be on special leave of absence and he/she shall be entitled to return to the service of the Jefferson Local Schools under terms of pertinent status, except that said employee must return to service with the school before one (1) year or such other period as established by law has elapsed from date of discharge. Upon such return, the employee shall be returned to service in the school without loss of professional or financial status.

**F. ASSAULT LEAVE**

In case of an assault on a bargaining unit member, arising out of and in the course of the bargaining unit member's employment, including co-curricular activities, which results in the bargaining unit member's being disabled from performing his/her duties as determined by the bargaining unit member's physician, psychologist, psychiatrist, therapist, or other diagnostic agent licensed by the State, the Board shall grant, without charge to sick leave, up to a maximum of ten (10) days of absence. Additional days may be granted if the situation warrants as determined by the Superintendent. The board may require a second opinion examination and certificate from a physician, psychologist, psychiatrist, therapist, or other diagnostic agent licensed by the State, mutually agreed upon by the member and the Board, and paid by the Board, indicating that the bargaining unit member is disabled from performance of duties and the nature and duration of such disability.

Bargaining unit members applying for assault leave shall be required to submit an application for Worker's Compensation. Should Worker's Compensation be approved and the bargaining unit member is reimbursed for salary on days absent while on assault leave and sick leave, said reimbursement shall be assigned to the Treasurer of the Board.

**G. SABBATICAL LEAVE**

1. Sabbatical leave will be made available to bargaining unit members in the following criteria:
  - a. The bargaining unit member must have taught in the Jefferson Local School District for a period of five (5) consecutive years before being eligible to apply for sabbatical leave.
  - b. The leave is subject to approval by the Board.
  - c. A pre-arranged plan must be made and presented to the administration for consideration on or before May 15<sup>th</sup>. At the conclusion of said leave, the bargaining unit member must provide evidence that the plan was followed.
2. Subject to the provisions of Section 1 above, sabbatical leave shall be granted for the following reasons:
  - a. Professional Growth - Professional growth shall be defined as follows: A bargaining unit member having a Bachelor's degree in his/her current teaching area may enroll full-time as an undergraduate student or graduate student at an accredited college or university. Exception - no person shall be approved for professional growth who does not hold basic certification in their basic teaching area. An example would be a bargaining unit member not having a degree and/or who is teaching on a temporary, shall not be granted leave to gain credit towards a standard or provisional certificate.

- b. Research - Research involvement in foundation projects or other recognized research.
  - c. Personal Research - This includes material for book, thesis or dissertation.
  - d. Exchange Teaching Program - This is defined as a recognized teacher training program between two (2) schools, one being the local school and the other being an overseas school.
  - e. Travel - The type of travel that would benefit the bargaining unit member in his/her subject area taught, general professional growth and cultural growth.
  - f. Or for other reasons deemed to have value for the school system as determined by the Board of Education.
3. If previous and acceptable arrangements have been made as described under dependent on 1-c, a teacher may then return from sabbatical leave and be reinstated in the same capacity he/she had when he/she requested the leave or an equivalent position. The bargaining unit member shall also be reinstated on the same salary and benefit schedule according to years of experience and training.
  4. After five (5) years in the Jefferson Local Schools, a qualified bargaining unit member may request a sabbatical leave any year. Once the leave has been granted, a bargaining unit member may apply again for a similar leave after five (5) years in the Jefferson Local School District.
  5. A sabbatical leave shall not exceed one (1) year in duration.
  6. A bargaining unit member on sabbatical leave shall be carried as employed by the Jefferson Local Schools and entitled to one-half (1/2) of the base B.S. on the five (5) year step and full payment of all benefits regularly offered certificated employees.
  7. Following such an approved leave, the bargaining unit member shall be required to return to service in the district for a period of at least one (1) school year. Failure to return shall cause the bargaining unit member to be liable to the Board for reimbursement of all partial salary payments made under this provision.

H. PHYSICAL EXAMINATION ON REQUEST FOR A RETURN FROM LEAVE OF ABSENCE

In case a leave of absence has been for personal illness, the employee shall be required to have such health examinations as may be necessary to determine mental and physical capabilities to perform the duties required by the position. The certification of fitness may be made by the family physician. However, the Board of Education reserves the right to appoint the physician to perform a mental examination at Board expense.

I. RETURN FROM LEAVE OF ABSENCE

Return from leave of absence prior to the stipulated expiration date thereof may be allowed by the Superintendent, subject to the limitation of these rules and regulations, whenever the need for such leave no longer exists and when a suitable vacancy is available, provided, that approval by the Board of Education shall be required for such termination of leave of absence. A bargaining unit member on leave of absence which expires during the school year may be returned to service at the expiration date if a suitable vacancy is available. If such a vacancy is not available, an appointment will be made as soon as possible thereafter.

J. PROFESSIONAL LEAVE

Professional leave for one (1) conferences/convention shall be granted per contractual year with pay upon written notification to the Superintendent by the individual staff member. A second day of

professional leave shall be granted per contractual year with pay provided the conference/convention meets those objectives of the district or building Continuous Improvement Plan as approved by the Superintendent. The following provisions shall govern the use of professional leave.

1. The use of the professional leave day(s) mentioned above shall be limited to:
  - a. Professional workshops, seminars, and/or conventions relating to area of teaching. One (1) of these days may be related to extra duty assignments.
  - b. Visitation to other school districts.
  - c. Notification should be submitted in writing, on the approved form, to the individual's building principal ten (10) calendar days prior to use of professional leave.
  - d. When there is more than one (1) application for attendance at any particular conference, seminar, workshop, assembly, or other professional improvement session, consideration shall be given to district-wide representation in approving or disapproving application.
  - e. Travel expenses within the state are limited to mileage rates as established by the Board of Education for use of staff member's personal auto.
  - f. Registration fees for each bargaining unit member shall be paid by the Board. The amount of funds shall be fifteen thousand dollars (\$15,000) per year for the life of the contract.
2. If attendance at a convention, seminar, or workshop is requested by the administration, these shall not count against the professional leave days outlined above.

**K. ASSOCIATION LEAVE**

The Association President and/or his/her designee(s) shall be granted five (5) days Association leave per year.

**L. RELIGIOUS LEAVE**

An employee may be absent on a day identified through established tradition and doctrine by a duly constituted religious body as a religious holiday, provided the religious body has recommended that in order to properly observe such day normal work should not be performed, and provided the Employee is an active member of the religious body. Requests for such absences shall be made to the Superintendent at least three (3) working days prior to the holiday. Such absence shall not exceed two (2) days during the school year, and shall be charged against the member's sick leave accumulation.

**ARTICLE IX**

**WORKING CONDITIONS AND EMPLOYMENT PRACTICES**

**A. EVALUATION PROGRAM**

1. Definition of "Teacher"

This policy applies to District employees who meet one of the following categories and is not a substitute:

1. A teacher working under a license issued under Ohio Revised Code (ORC) Sections 3319.22, 3319.26, 3319.222 or 3319.226 who spends at least 50% of his/her time

- providing content-related student instruction; or
- 2. A teacher working under a permanent certificate issued under ORC 3319.222 as existed prior to September 2003 who spends at least 50% of his/her time providing content-related student instruction; or
- 3. A teacher working under a permanent certificate issued under ORC 3319.222 as it existed prior to September 2006 who spends at least 50% of his/her time providing content-related student instruction; or
- 4. A teacher working under a permit issued under ORC 3319.301 who spends at least 50% of his/her time providing content-related student instruction.

Separate evaluation procedures shall apply to other bargaining unit members who are not within the above definition. These other bargaining unit members include nurses, school counselors and library media specialists.

## 2. Assigning an Effectiveness Rating

Each evaluation will result in an effectiveness rating of "Accomplished," "Proficient," "Developing," or "Ineffective." A teacher's overall effectiveness rating is based on the following two categories: 1) Teacher Performance; and 2) Student Growth Measures. Fifty percent (50%) of the evaluation will be attributed to Teacher Performance and fifty-percent (50%) will be attributed to multiple Student Growth Measures or such lower percentage as allowed by law.

Teacher Performance and Student Growth Measures ratings shall be combined to reach the summative teacher effectiveness rating. The Evaluation Matrix is attached hereto as Evaluation Appendix 1 and incorporated herein.

Student Growth Categories include:

Above Expected Growth = 90%	= 5
Expected Growth = 60-89%	= 4, 3, or 2
Below Expected Growth = 0-59%	= 1

The Board shall annually submit to the Ohio Department of Education (ODE), in accordance with ODE guidelines, the number of teachers assigned an effectiveness rating, aggregated by the teacher preparation programs from which, and the years in which, the teachers graduated.

## 3. Calculating Teacher Performance

Teacher Performance is evaluated during the minimum two or three (if in contract year) formal observations and periodic classroom walkthroughs. Fifty-percent (50%) of the teacher's effectiveness rating will be attributed to Teacher Performance through a holistic process based upon the following *Ohio Standards for the Teaching Profession* and training for credentialed evaluators:

1. Understanding Student Learning and Development and Respecting the Diversity of the Students they Teach;
2. Understanding the Content Area for which they have Instructional Responsibility;
3. Understanding and Using Varied Assessment to Inform Instruction, Evaluate and Ensure Student Learning;
4. Planning and Delivering Effective Instruction that Advances Individual Student Learning;
5. Creating Learning Environments that Promote High Levels of Learning and Student Achievement;
6. Collaborating and Communicating with Students, Parents, Other Educators, District Administrators and the Community to Support Student Learning; and
7. Assuming Responsibility for Professional Growth, Performance and Involvement.

The OTES (as revised and attached hereto as Evaluation Appendix 2) shall constitute the tools to be used in calculating the Teacher Performance fifty percent (50%) aligned to the *Ohio Standards for the Teaching Profession*.

### Calculating Student Growth Measures

For purposes of the Ohio Teacher Evaluation System (OTES), "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 some combination of the following: 1) Teacher-level Value-Added Data; 2) ODE-Approved Assessments; and/or 3) Locally-determined Measures.

1. **Teacher-level Value-Added:** "Value-Added" refers to the value-added methodology provided by ODE. Where value-added data for grades 4-8 for English language arts and mathematics exists (via state-provided assessments), value-added data must be one of the multiple measures used in calculating student growth. Value-added data shall constitute 100% of the student growth data, except in cases where teachers have multiple teaching assignments. For teachers who teach multiple assignments (some with value-added data, some without) the evaluation of student growth will be based on 50% SLO and 50% value-added data.
2. **ODE Approved List of Assessments:** Assessments, if utilized by the district, must be included as one of the multiple measures of student growth. Assessments utilized must be included when calculating the fifty percent (50%) attributed to student growth measures. The Superintendent/designee, in consultation with teachers and subject to Board approval, will utilize the assessments on the approved list deemed necessary and appropriate. Vendor assessments must be included in the students' growth percentage, between 10-50% as determined by each grade level.
3. **Locally-determined Measures:** For courses of instruction in which neither teacher level value-added data nor ODE-approved assessments are available, the Superintendent /designee, in consultation with teachers and subject to Board approval, shall establish a process in accordance with ODE guidance to create Student Learning Objectives (SLOs) to measure student growth in the courses of instruction. Written SLO(s) will be submitted to the administrator by September 30 of the current school year. The administrator shall provide approval or recommendation for improvement of the SLO(s) by October 14 of the current school year. Final approval of the SLO(s) shall occur on or before October 21 of the current school year. See Evaluation Appendix 3. See Evaluation Appendix 4.

In the calculation for student academic growth, a student who has sixty or more excused and/or unexcused absences for the school year will not be included, or such lower absences as allowed by law.

Data from these multiple measures will be scored on five levels (5 = 90%; 4, 3, or 2 = 60-89%; 1 = 59% or less) in accordance with ODE guidance and converted to a score in one of three levels of student growth: 1) "Above Expected Growth"; 2) "Expected Growth"; and 3) "Below Expected Growth."

See Evaluation Appendix 7.

#### 4. Evaluation Timeline

Credentialed evaluators shall conduct an evaluation of each teacher subject to this policy at least once annually. Each evaluation shall include: 1) A minimum of two formal observations of at least thirty (30) minutes each; and 2) A minimum of two classroom walkthroughs by the evaluator. A walk-through is a formative written assessment that has the following components:

- A focus of the walk-through should be identified and communicated to the teacher.
- The walk-through should be at least ten consecutive minutes but no more than twenty consecutive minutes.
- Walk-through forms/data must be shared with the teacher within five (5) school days after the walk-through. See Evaluation Appendix 6.

Each formal observation will include a pre- and post-conference. The pre-observation conference shall be held within five (5) work days prior to the formal observation conference. A post-observation conference shall be held no more than five (5) days after each formal observation. All teacher evaluations shall be completed by May 1 and each teacher subject to this policy shall be provided with a written copy of the evaluation results by May 10. See Evaluation Appendix 5.

One observation must be completed by the end of the second grading period. In the event the teacher evaluation process is not completed by May 1, the teachers shall be rated at least "Proficient" and the Board shall take no adverse action against the teacher as a result of the untimely or incomplete evaluation.

The formal observations should not be any closer than fifteen (15) school days apart.

The deadlines and timeframes of this policy and the forms shall be adjusted due to the absence of the teacher or evaluator, or other unforeseen interruption, except for the statutory deadline for completion of the evaluation (May 1) and the deadline for the written evaluation to be provided to the teacher (May 10). A teacher on approved leave, including but not limited to sick and/or FMLA, for not less than sixty (60) cumulative work days shall be treated as not having received a formal evaluation for the applicable school year.

For those teachers who are on limited or extended limited contracts pursuant to ORC 3319.11 and who are under consideration for nonrenewal, at least one evaluation consisting of at least three formal observations must be conducted annually by May 1. Each teacher on a limited or extended limited contract shall be provided with a written copy of the evaluation results by May 10.

The Board elects to evaluate a teacher receiving an effectiveness rating of "Accomplished" on the teacher's most recent evaluation conducted pursuant to this policy at least once every two years. Any biennial evaluation conducted under this provision must be conducted and completed by May 1 of the applicable school year, and the teacher shall be provided with a written copy of the evaluation results by May 10.

#### Response to Evaluation

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

#### Evaluation Restrictions

With the exception of a PAR program, the evaluator shall not be a bargaining unit member. The evaluator must hold at least one certificate/license named under Division (E) (F) (H) (J) or (L) of ORC Section 3319.22 and must be credentialed as stated in Ohio law.

#### 5. Credentialed Evaluators

The Board will adopt a list of approved credentialed evaluators. Each teacher evaluation conducted under this policy shall be conducted by a person: 1) who is eligible to be an evaluator in accordance with ORC 3319.111(D); and 2) who holds a credential established by ODE for being an evaluator. Every evaluator must complete state-sponsored evaluation training and is required to pass an online credentialing assessment.

If any formal observation reflects deficiencies, such as being ineffective or unsatisfactory or under consideration for nonrenewal or termination of the teacher, then all remaining or subsequent walkthroughs and formal observations of that teacher for that school year shall be performed by the building principal.

#### 6. Professional Growth and Improvement Plans

Written improvement plans are to be developed in the circumstances when an educator makes below expected academic growth with his/her students AND/OR receives an overall ineffective rating or an ineffective rating on any of the components of the OTES system.

Teachers must develop professional growth or improvement plans based on the Evaluation Matrix. The Professional Growth Plan of each teacher shall be documented on the form attached to this policy. See Evaluation Appendix 8.

All teachers will develop a Professional Growth Plan, unless they are rated overall Ineffective, or Below Student Growth Measures, in which case those teachers must write an Improvement Plan. The Improvement Plan of each teacher shall be documented on the form attached to this policy. See Evaluation Appendix 9. No teacher shall be responsible for the cost of the instruction, fees or registration for a class that is not for college credit and taken under an Improvement Plan. Teachers may use Article VI(J) for reimbursement of college course work taken for an Improvement Plan.

#### 7. Testing for Teachers in Core Subject Areas

Beginning with the 2015-16 school year, teachers who teach in a "core subject area" are required to register for and take all written examinations of content knowledge selected by ODE if the teacher has received an effectiveness rating of "Ineffective" on evaluations for two of the three most recent school years. "Core subject area" means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history, physical education, health, and geography.

#### 8. Retention and Promotion Decisions

The Board adopts the following procedures to be used by district administrators in making retention and promotion decisions:

1. The most recent three (3) school years' evaluations for affected teachers shall be considered (to the extent the teacher has been employed by the district during that time).

Seniority shall not be a basis for making retention decisions, except when making a decision between teachers who have comparable evaluations.

#### 9. Removal of Poorly-Performing Teachers

The Board adopts the following procedures to be used by district administrators in removing poorly-performing teachers:

1. The process of nonrenewal of teachers if they are in their last year of a limited contract, taking into account their last three (3) school years' evaluations, to the extent that the teacher has been employed by the district during that time.
2. The process of RC 3319.16 to determine a continuing contract teacher or a limited contract teacher during the term of the limited contract, taking into account written evaluations during the most recent three (3) years to the extent the teacher has been employed by the district during that time.
3. The Board will comply with ORC 3319.58.

#### 10. Professional Development

The Board's plan for the allocation of financial resources to support professional development is as follows:

1. The determination of the Superintendent for priority in the use of resources.
2. Consideration by the Board annually of the amount of public money that can be devoted to professional development, given the District's financial condition and other needs.
3. The optimization of available federal, state or organizational grants, for professional development.

#### 11. Evaluation Committee

The Association and the Board agree to establish a standing joint Evaluation Development Committee for the purpose of reviewing the policy, procedure and process for the evaluation of certified teachers in the district.

#### 12. Committee Composition

The committee shall be comprised of five (5) association members appointed by the association president and four (4) members appointed by the Board or its designee. In addition, each party may appoint up to one ad hoc non-voting member to assist and/or attend committee meetings.

Committee members shall be representative of elementary, middle school, secondary and specialty areas (e.g. music, art, special education) within the district.

### 13. Committee Operation

The committee shall be chaired jointly by a committee member from the association and a committee member from the board.

Members of the committee will receive training in the State adopted evaluation framework model prior to beginning their work.

The committee will establish by mutual agreement a meeting calendar and timelines for work completion.

Committee agendas will be developed jointly by the co-chairpersons of the committee.

Committee decisions altering policy shall require at least six (6) votes. The goal of the committee is to achieve consensus on all decisions.

### 14. Joint Evaluation Instrument Training

The employer shall provide joint training with administration and teachers of all processes, procedures and tools used in the evaluation system. Written instructions and group evaluation instrument training shall be presented to the teachers no later than Sept. 30 or in the case of a new teacher no later than thirty days after initial employment with the district. The administration shall within those timeframes give all teachers written notice of their intended evaluator; any change in intended evaluator shall be communicated to teachers in writing as soon as possible.

In the event an administrator does not conduct a required evaluation for a teacher or other personnel requiring such, the teacher shall receive a rating of proficient for that school year.

### 15. Expedited Grievance Challenge - Teacher Evaluation

1. If an employee believes the evaluator has violated the procedure established in this policy or that the evaluator's judgment or conclusion is arbitrary, capricious or unreasonable, the employee must file a written grievance at Level I within ten (10) days (as defined in Article III) of the employee's receipt of the signed and final version of a written evaluation for the particular school year or part of a school year.
2. The Superintendent and/or designee(s) shall meet within ten (10) days, as defined in Article III of the filing of a written evaluation grievance with the Association President and/or OEA Consultant and discuss the grievance(s) to attempt to understand and the resolve the grievance(s).

Within ten (10) days (as defined in Article III) of such meeting, if the Association wishes to appeal to arbitration, the Association shall file a written request for arbitration with the Superintendent. The arbitration shall be conducted on an expedited basis before attorney James Nusbaum of Toledo, Ohio and/or Mitchell Goldberg of Cleveland in lieu of the use of AAA list(s), the AAA selection process and the AAA voluntary labor arbitration rules.

## B. CHANGES IN ADMINISTRATIVE STRUCTURE

The WJEA shall be officially notified of any proposed changes to the administrative structure which require Board approval, at least two (2) weeks prior to official Board action, in order that the Association may have the opportunity to officially react to proposed changes prior to Board adoption.

## C. VACANCIES AND TRANSFERS

### 1. Voluntary and Involuntary

Transfers may be made at the request of the bargaining unit member or upon the initiative of the superintendent. Requests for transfers must be renewed each year.

### 2. Posting of Unit/Non-Unit Vacancies

If any position is created or becomes vacant and can be filled by a unit member holding proper certification, including administrative positions, procedures for notifying staff shall be as follows:

#### a. A position is considered vacant when:

- 1) an employee dies
- 2) an employee resigns
- 3) an employee retires
- 4) an employee is terminated
- 5) an employee is transferred
- 6) an employee is promoted
- 7) a new position is created
- 8) an employee's disability leave is extended beyond its designated limitations

#### b. Notification of vacancies shall be forwarded within five (5) working days to:

- 1) Association President.
- 2) All unit members. (Vacancies shall be posted ten (10) working days and prominently displayed in a location where all members will be assured of notification, including on the district web page).
- 3) All unit members on leave of absence (to be notified by mail).

#### c. Notification of vacancies which occur during holidays or summer shall be posted on the school website and sent to all bargaining unit members' school email addresses.

Provided they are properly certified, teachers will be given an opportunity by May 15<sup>th</sup> of each year to request or indicate an interest in a transfer to another grade, subject, or building by means of a form provided by the central office.

For vacancies occurring between July 22<sup>nd</sup> and the beginning of the school year, attempts will be made to contact any teachers who have indicated on the intent form to the Superintendent an interest in a possible transfer.

### 3. Transfer Procedures

- a. Unit members shall have ten days from receipt of notification of vacancies to apply for positions posted, with the exception of those vacancies occurring between July 22<sup>nd</sup> and the beginning of the school year. The administration shall select an applicant for the position based upon proper certification, licensure and experience.
- b. Transfers shall be made on a voluntary basis insofar as possible.
- c. All transfers shall be made in a fair and equitable manner and shall not be arbitrary or capricious.
- d. Vacant positions may be filled from outside the bargaining unit only if no qualified applicants apply from within the unit. The bargaining unit member shall be given the position unless the applicant has received two (2) chronic and significant negative annual evaluations as evidenced by the adopted evaluation procedure.

**D. BARGAINING UNIT MEMBER SUPERVISORY AND REPORTING RESPONSIBILITIES**

Bargaining unit members will assist the school administrators in supervision responsibility for the restroom areas, hallways and other areas of the school buildings outside of the bargaining unit member's classroom.

However, it shall be the responsibility of the administrators to set a schedule of staff members having these responsibilities stating specific times and places bargaining unit members have these assignments. The administration shall make every effort to make such schedules equitably distributed as to bargaining unit members and as to the nature of the assignment(s).

- 1. At the secondary level, during the assigned thirty minute duty-free lunch period and during any assigned conference/planning period(s), supplemental duties will be either voluntary or subject to a supplemental contract.
- 2. At the elementary level, during the thirty (30) minute duty-free lunch period, during the period when a bargaining unit member's total class is with a special area teacher, or during any other time when bargaining unit members have no regular assigned classroom duty, supplemental duties will be either voluntary or subject to the negotiated hourly rate (Article VII, Section D).
- 3. At both elementary and secondary levels, any duties outside the regular bargaining unit member work day shall be voluntary and may be the subject of a supplemental contract or the negotiated hourly rate (Article VII, Section D).
- 4. All supplemental contracts under this provision shall be paid at the bargaining unit member's hourly rate. Said rate will be pro-rated according to the actual time worked. No bargaining unit member can be required to accept a supplemental contract for such duties to be performed during his/her lunch period.

**E. SCHOOL DAY AND SCHOOL YEAR**

- 1. The bargaining unit member day shall not be longer than seven (7) hours and twenty (20) minutes inclusive of lunch.
- 2. The bargaining unit member's year shall be one hundred eighty-five (185) days.

New teachers to the bargaining unit shall have a one hundred eighty-seven (187) day school year. A one hundred dollars (\$100) per day stipend will be paid to new teachers for the 186<sup>th</sup> and 187<sup>th</sup> day.

3. Bargaining unit members shall obtain permission from their administrator in order to arrive later than or leave earlier than their regularly scheduled time.
4. Bargaining unit members will be present at no more than two (2) regular building staff meetings per month scheduled for not more than one (1) hour duration as called by building principals as part of their professional responsibilities contracted for. Bargaining unit members shall be given a minimum twenty-four (24) hours notice of said meetings with an agenda provided by building principals in advance. It is further agreed that, under emergency situations, as determined by the Board of Education or school administration, building staff meetings may be scheduled as needed beyond the two (2) regular building staff meetings per month. Such emergency meetings shall not exceed three (3) per year.
5. The make-up of calamity days shall be jointly decided by the WJEA and the district.

#### F. CLASS SIZE

##### 1. Elementary School

Classes which exceed twenty-seven (27) pupils five (5) working days prior to the first day of school for students will be reduced so that no class will exceed twenty-seven (27) pupils except that if the bargaining unit member and principal agree, a given class may exceed twenty-seven (27) pupils as an alternative to reorganization of the classes within the school building. Pupils enrolling five (5) days prior to the first day of school for students will be assigned to that class within the building which has the least number of pupils.

##### 2. Middle School

Classes which exceed thirty (30) pupils five (5) working days prior to the first day of school for students will be reduced so that no class will exceed thirty (30) pupils except if the bargaining unit member and principal agree, a given class may exceed thirty (30) pupils as an alternative to the reorganization of classes within the school building. Pupils enrolled after five (5) days prior to the first day of school for students will be assigned to that class within the building which has the least number of pupils. Middle School classes will be structured so that no teacher will have more than one hundred sixty (160) students per day.

##### 3. High School

Classes which exceed thirty-three (33) pupils five (5) workings days prior to the first day of school for students will be reduced so that no class will exceed thirty-three (33) pupils, except that if the bargaining unit member and the principal agree, a given class may exceed thirty-three (33) pupils as an alternative to reorganization of the classes within the given school. Pupils enrolling after five days prior to the first day of school for students will be assigned to that class within each appropriate are having the fewest number of pupils. High school classes will be structured so that no teacher will have more than one hundred sixty (160) students per day.

##### 4. Students With IEP's and/or Disabilities

- a. Included, or special needs students shall be considered by the Superintendent for weighting as follows:

2	recognized disabilities	= 3
3-4	recognized disabilities	= 4
5 or more	recognized disabilities	= 5

Recognized handicaps shall be determined by the student's IEP, this does not include 504 plans.

5. General Provisions

- a. For purposes of this section, "pupil" does not include special education pupils mainstreamed into elementary classes for less than fifty percent (50%) of the teacher's instructional time. "Class" includes only those regular classes assigned to a single teacher which, by reason of the nature of the subject matter, are subject to limitation as to size.
- b. The teacher maximum pupil load and class size limits do not apply to teachers of physical education, health, musical performance classes, art, enrichment classes, and classes where enrollment is subject to permission of the instructor.
- c. Teachers in grades 6-12 shall be guaranteed at least one (1) period per day for planning purposes. Teachers in grades K-5 shall be guaranteed at least 40 minutes per day for planning purposes.
- d. No teacher in grades 6-12 shall be required to have more than four (4) preparations per day. This will include enrichment classes.

G. INSERVICE PROGRAMS

A committee shall be established to plan in-service programs. This committee shall consist of one (1) member of the administrative staff and one teacher representing each building. All certificated staff shall attend the two (2) full days of in-service built into the schedule not to exceed twelve (12) hours. Additional in-service may be provided with attendance optional.

The building principal may excuse any staff member from building level in-service upon proper written request.

H. CALENDAR

There shall be an Advisory Calendar Committee established which shall consist of one (1) administrator, one bargaining unit member each from the middle school, the high school, and the elementary school and one (1) Board member. The bargaining unit members serving on the committee shall be appointed by the WJEA. The initiation of the calendar development shall be on January 1 of each year. The Board shall provide the committee with parameters about the calendar. The calendar and make-up schedule for the upcoming school year shall be adopted not later than the regular March Board of Education meeting.

- I. No building will remain in operation when conditions of the said building threaten the safety, health, or general welfare of students or staff as determined by the Superintendent.

## ARTICLE X

### PERSONNEL FILES

- A. The official personnel file of each bargaining unit member shall be maintained in the office of the Superintendent.
- B. A bargaining unit member shall have access to his/her personnel file upon request. A representative of a bargaining unit member shall have access to said unit member's personnel file when said unit member requests such access in writing to the Superintendent of his/her designee.
- C. Public access to a bargaining unit member's personnel file shall be as follows:
  - 1. Copies of the contents of said personnel file may be removed from central office only by official legal authorization.
  - 2. A bargaining unit member shall be notified as soon as possible when there is a request to review his/her personnel file by a member of the public. The bargaining unit member will be provided a copy of the request made and any copies or materials that were provided to the requesting person.
- D. Procedures outlined in "C" above shall be waived for Board Members, Central Office Personnel, immediate building principal, administrators directly supervising the affected bargaining unit member, other administrators considering that unit member for possible transfer or promotion, or the designee of the unit member.
- E. A bargaining unit member shall be entitled to a copy of any specific material(s) in his/her file upon written request.
- F. Letters or materials anonymous to the bargaining unit member or reports partially or entirely based on sources anonymous to the unit member shall not be placed in a bargaining unit member's personnel file.
- G. Each member of the bargaining unit shall have the right to indicate those documents and/or other materials in his/her personnel file which he/she believes to be obsolete, untimely, inappropriate, and/or inaccurate. The unit member shall have the right to request that the obsolete, untimely, inappropriate, and/or inaccurate materials be removed from the file and destroyed. Such request shall be reviewed by the Superintendent. If the Superintendent does not agree to remove the materials, the bargaining unit member shall have the right to initiate a grievance at Level III.
- H. All entries, other than routine, (see Item 3. below) placed in the individual's file shall include the following:
  - 1. Prior to official document placement in the file, the individual shall be shown the document, and as proof thereof, shall be given the opportunity to initial and date (the day when shown the document) each document the employer decides to place in the file. The administrator who places the document in the file shall also initial and date each such document being so placed. Failure to abide by this disclosure process shall render any improperly placed documents in the file (and/or documents which have not been disclosed to the individual as described herein) null and void for purposes of administering this Master Agreement and applicable policies and statutes.

The purpose of a bargaining unit member's signature on an entry into the file is to verify that each document was inspected by such individual, and not concurrence with the content of said document.

2. The date the item was placed in the file.
3. Routine items include such items as: transcripts and grade sheets, and properly executed individual contracts and evaluations.
4. Individuals shall have the right to submit written responses to items entered in his/her file as well as submit letters of merit.

## **ARTICLE XI**

### **LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)**

#### **A. PURPOSE**

A Local Professional Development Committee (LPDC) shall be established, in accordance with R.C. 3319.22, to review and approve course work and other professional development activities that educators propose to complete for the purpose of license renewal.

#### **B. COMMITTEE COMPOSITION AND SELECTION**

1. The committee will be comprised of seven (7) voting members.
2. Four (4) of the five (5) voting teacher members shall be chosen in accordance with WJEA yearly elections. Each of these four (4) members will represent one (1) High school, one (1) Middle school and two (2) from Norwood.
3. The fifth voting teacher member will be chosen by the WJEA President for a two (2) year term and affirmed by the WJEA executive committee.
4. One (1) principal will be elected by the administrative team for a one (1) year term.
5. One (1) member will be selected by the superintendent for a one (1) year term. This person must be an employee assigned to the West Jefferson School District who holds a valid Ohio certificate/license issued by the Ohio Department of Education.

#### **C. TERM OF OFFICE**

Committee members will be elected for the following terms:

1. The member elected by the WJEA executive committee will serve a two (2) year term.
2. The principal, elected by the administrative team, and the member selected by the Superintendent will serve a one (1) year term.
3. One (1) Norwood Representative also known as NW-1 and one (1) Middle school Representative will be elected during the Spring WJEA elections of "even" calendar years and will serve for a two (2) year term.
4. A second Norwood Representative also known as NW-2 and one (1) High School Representative will be elected during the Spring WJEA elections of the "odd" calendar years and will serve for a two (2) year term.

D. CHAIRPERSON

The Committee chairperson will be elected by LPDC majority vote for a one (1) year term.

E. DECISION-MAKING

For LPDC purposes, a quorum shall be five (5) of the seven (7) members.

F. The West Jefferson Education Association and the Jefferson Local Board of Education mutually agree to place the member of the Local Professional Development Committee on the Extra Duty Salary Schedule as follows:

LPDC Chairperson	=	\$1,000.00
Secretary	=	\$1,000.00
Member	=	\$1,000.00 each

**ARTICLE XII**

**RESIDENT EDUCATOR PROGRAM**

A. PURPOSE

The Resident Educator Program provides Ohio's newest educators with the coaching, mentoring, and guidance that are critical to improving their skills and knowledge as teachers. Residency is a time to practice, refine, and gain a deeper understanding of the art and science of teaching under the guidance of a certified mentor and the support of a professional learning community. The Resident Educator Program is administered by the Jefferson Local School District in compliance with Ohio Department of Education (ODE) standards, policies, and procedures for the licensure of new educators. The Resident Educator Program does not replace the employment evaluation outlined in Article IX and Appendix D of this Agreement and is used exclusively for licensure determination.

B. DEFINITION

The Resident Educator Program, a four (4) year program created by Am. Sub. House Bill 1 (October 16, 2009), is designed to provide newly licensed Ohio educators with quality guidance from a trained mentor. Successful completion of the residency program is required to advance to a five (5) year professional educator license.

C. ROLES

1. Resident Educator Mentor

A Resident Educator Mentor is a teacher trained, per ODE standards, and assigned to provide professional support to a Resident Educator following the guidelines and protocols of the Resident Educator Program. Training currently includes Instructional Mentoring and Resident Educator-1 Training provided by ODE. Advanced mentor trainings are recommended as well as other ODE and Board approved mentor trainings.

2. Resident Educator

A Resident Educator is a teacher employed by the Board under a resident educator license.

3. Lead Mentor/Resident Educator Coordinator

The Lead Mentor/Resident Educator Coordinator is a teacher, as appointed by the Superintendent, who serves as the District's coordinator of the mentor program and the Resident Educator Program. The Lead Mentor/Resident Educator Coordinator oversees the orientation of all experienced teachers who are new to the District as well as the implementation of all aspects of the Resident Educator Program and completes all required reports to ODE, including registration of Resident Educators, funding requests, mid-year reviews, and Formative Progress Reviews. The Lead Mentor/Resident Educator Coordinator also coordinates and approves all summative assessments prior to submission to ODE for the purposes of licensure.

#### D. SELECTION OF RESIDENT EDUCATOR MENTORS

1. Building principals, along with the Lead Mentor/Resident Educator Coordinator, will select Resident Educator Mentors from a list of state-certified mentors within the District.
2. Resident Educator Mentors must have a minimum of two (2) consecutive years of teaching experience in the Jefferson Local School District.
3. Resident Educator Mentors must have successfully completed both Instructional Mentoring Training as well as the Resident Educator-1 Training provided by ODE.
4. Resident Educator Mentors must have demonstrated the ability to work cooperatively and effectively with professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.
5. Resident Educator Mentors must use the Resident Educator formative assessment tools, as outlined by ODE, to support the Resident Educator's success in the program.
6. Resident Educator Mentors do not have a formal evaluative role. The mentor's role is to support the growth of the Resident Educator as an instructional mentor through formative assessment tools.

#### E. RESTRICTIONS

1. Any or all materials jointly developed by the Resident Educator/Resident Educator Mentor shall not be developed or utilized as a remediation program.
2. The Resident Educator is not required to complete an IPDP or utilize the LPDP process.

#### F. PROTECTIONS

1. Other than a notation to the effect that a teacher served as a Resident Educator Mentor, the teacher's activities as the Resident Educator Mentor shall not be part of that staff member's evaluation.
2. Resident Educator Mentors shall not participate in the evaluation of any Resident Educator.
3. Resident Educator Members shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.
4. No Resident Educator Mentor shall be requested or directed to divulge information from the written documentation or communications between the Resident Educator and the Resident Educator Mentor except where the documentation or communications pertain to

student safety or health, violations of professional standards or possible violations of state or federal law.

5. At any time, either the Superintendent or the Resident Educator Mentor may exercise the option to have a new Mentor assigned.

#### G. COMPENSATION

1. Resident Educator Mentors who have been assigned Year 1 Resident Educators shall be paid one thousand dollars (\$1,000.00) for work completed outside of the regular school day.
2. The Lead Mentor/Resident Educator Coordinator shall be paid three thousand, six hundred and sixty-one dollars and sixty-eight cents (\$3,661.68) for serving as the mentor for all experienced teachers new to the District, and Year 2-4 Resident Educators as well as coordinating the mentoring of all Year 1 Resident Educators.
3. Both Resident Educator Mentors and the Lead Mentor/Resident Educator Coordinator shall be paid in a one-time lump sum at the end of the school year.
4. The District will pay all approved training fees required to the Resident Educator Mentors to receive mandated ODE state mentor training.

### ARTICLE XIII

#### FAIR SHARE

##### PAYROLL DEDUCTION OF FAIR SHARE FEE

The employer shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the West Jefferson Education Association. A fair share fee for the Association's Representation of such non-members during the term of this contract (no non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining).

##### NOTIFICATION OF THE AMOUNT OF FAIR SHARE FEE

Notice of the amount of the annual Fair Share Fee, (which shall not be more than one hundred percent (100%) of the unified dues of the Association), shall be transmitted by the Association to the Treasurer of the Board on or about September 15<sup>th</sup>, of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the employer agrees to promptly transmit, all amounts deducted to the Association.

##### SCHEDULE OF FAIR SHARE FEE DEDUCTIONS

##### ALL FAIR SHARE FEE PAYERS

Payroll deduction of such annual Fair Share Fees shall commence on the first pay date which occurs on or after January 15<sup>th</sup> annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

Sixty (60) days employment in a bargaining unit position or January 15<sup>th</sup>.

**TRANSMITTAL OF DEDUCTIONS**

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

**PROCEDURE FOR REBATE**

The Association represents to the employer that an Internal Rebate Procedure has been established in accordance with Section 4117.09 of the Revised Code and that a procedure for challenging the amount of the Representation Fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable State and Federal Laws and the Constitution of the United States and the State of Ohio.

**ENTITLEMENT TO REBATE**

Upon timely demand non-members may apply to the Association for an advance reduction/rebate of the Fair Share Fee pursuant to the Internal Procedure adopted by the Association.

**ARTICLE XIV**

**IMPLEMENTATION AND DURATION**

- A. This Agreement represents the full understanding and commitment between the parties and replaces all previous agreements relative to items contained herein. This Agreement may be added to, deleted from, or otherwise changed by an agreement properly signed by each party.
- B. The Board shall change its personnel policies and practices as may be necessary in order to give full force and effect to this Agreement. Should there be a conflict between this Agreement and any policy(ies) or practice(s), then the terms of this Agreement shall prevail.
- C. The duration of this Agreement shall be as of 12:01 A.M. on July 1, 2013 through midnight June 30, 2015.

In witness whereof, we affix our signatures on this 19 day of June, 2013.

For the West Jefferson Education  
Association/OEA

Thomas Kitchen  
President

Eric P. High  
Member

Will Hardin  
Member

Nenee E. O'Neil  
Member

\_\_\_\_\_  
Member

For the Jefferson Local Board of  
Education

David W. Harper  
President

Edward Shepherd  
Vice-President

Jill Smith  
Treasurer

William M. Muller  
Superintendent

R.C. 5705.412 CERTIFICATION OF  
ADEQUATE REVENUE FOR CONTRACT

The Jefferson Local School District has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars and in future fiscal years for the term of the Master Contract between the Board and the West Jefferson Education Association, effective from July 1, 2013 through June 30, 2015.

The District's estimates of revenue and determination of whether such revenue is sufficient to provide necessary operating revenue for the purpose of making certifications required were made consistent with relevant rules of the Auditor of State and Department of Education.

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Board President

August \_\_\_\_, 2013

**APPENDIX A**  
**JEFFERSON LOCAL SCHOOL DISTRICT**  
**SALARY SCHEDULE INDEX**

<u>STEP</u>	<u>BACH</u>	<u>BS+150</u>	<u>MAST</u>	<u>MA+30</u>
0	1.0000	1.0450	1.0900	1.1350
1	1.0450	1.0900	1.1350	1.1800
2	1.0900	1.1350	1.1800	1.2250
3	1.1350	1.1800	1.2250	1.2700
4	1.1800	1.2250	1.2700	1.3150
5	1.2250	1.2700	1.3150	1.3600
6	1.2700	1.3150	1.3600	1.4050
7	1.3150	1.3600	1.4050	1.4500
8	1.3600	1.4050	1.4500	1.4950
9	1.4050	1.4500	1.4950	1.5400
10	1.4950	1.5400	1.5850	1.6300
11	1.5400	1.5850	1.6300	1.6750
12	1.5850	1.6300	1.6750	1.7200
13	1.6300	1.6750	1.7200	1.7650
14	1.6750	1.7200	1.7650	1.8100
15	1.7200	1.7650	1.8100	1.8550
16	1.8100	1.8550	1.9000	1.9450

**FLAT RATE LONGEVITY STEPS: Effective 2002-2003**

20	900.00	900.00	900.00	1,000.00
23		900.00	900.00	1,000.00
25	900.00	900.00	1,000.00	1,000.00
27		900.00	1,000.00	1,000.00
29			1,000.00	1,000.00

APPENDIX B

**Jefferson Local School District**  
**Certified Salary Schedule**  
**IRN: 048256**  
**2013-14 0% Inc**  
**Base \$34,380**

<b>STEP</b>	<b>BACH</b>	<b>BS+150</b>	<b>MA</b>	<b>MA+30</b>
0	34,380	35,927	37,474	39,021
1	35,927	37,474	39,021	40,568
2	37,474	39,021	40,568	42,116
3	39,021	40,568	42,116	43,663
4	40,568	42,116	43,663	45,210
5	42,116	43,663	45,210	46,757
6	43,663	45,210	46,757	48,304
7	45,210	46,757	48,304	49,851
8	46,757	48,304	49,851	51,398
9	48,304	49,851	51,398	52,945
10	51,398	52,945	54,492	56,039
11	52,945	54,492	56,039	57,587
12	54,492	56,039	57,587	59,134
13	56,039	57,587	59,134	60,681
14	57,587	59,134	60,681	62,228
15	59,134	60,681	62,228	63,775
16	62,228	63,775	65,322	66,869
17	62,228	63,775	65,322	66,869
18	62,228	63,775	65,322	66,869
19	62,228	63,775	65,322	66,869
20	63,128	64,675	66,222	67,869
21	63,128	64,675	66,222	67,869
22	63,128	64,675	66,222	67,869
23	63,128	65,575	67,122	68,869
24	63,128	65,575	67,122	68,869
25	64,028	66,475	68,122	69,869
26	64,028	66,475	68,122	69,869
27	64,028	67,375	69,122	70,869
28	64,028	67,375	69,122	70,869
29	64,028	67,375	70,122	71,869
30	64,028	67,375	70,122	71,869

APPENDIX C

**Jefferson Local School District**

**Certified Salary Schedule**

**IRN: 048256**

**2014-15**

**1.7% Inc**

**Base**

**\$34,964**

<b>STEP</b>	<b>BACH</b>	<b>BS+150</b>	<b>MA</b>	<b>MA+30</b>
0	34,964	36,537	38,111	39,684
1	36,537	38,111	39,684	41,258
2	38,111	39,684	41,258	42,831
3	39,684	41,258	42,831	44,404
4	41,258	42,831	44,404	45,978
5	42,831	44,404	45,978	47,551
6	44,404	45,978	47,551	49,124
7	45,978	47,551	49,124	50,698
8	47,551	49,124	50,698	52,271
9	49,124	50,698	52,271	53,845
10	52,271	53,845	55,418	56,991
11	53,845	55,418	56,991	58,565
12	55,418	56,991	58,565	60,138
13	56,991	58,565	60,138	61,711
14	58,565	60,138	61,711	63,285
15	60,138	61,711	63,285	64,858
16	63,285	64,858	66,432	68,005
17	63,285	64,858	66,432	68,005
18	63,285	64,858	66,432	68,005
19	63,285	64,858	66,432	68,005
20	64,185	65,758	67,332	69,005
21	64,185	65,758	67,332	69,005
22	64,185	65,758	67,332	69,005
23	64,185	66,658	68,232	70,005
24	64,185	66,658	68,232	70,005
25	65,085	67,558	69,232	71,005
26	65,085	67,558	69,232	71,005
27	65,085	68,458	70,232	72,005
28	65,085	68,458	70,232	72,005
29	65,085	68,458	71,232	73,005
30	65,085	68,458	71,232	73,005

**APPENDIX D**

**Jefferson Local Teacher Evaluation**

# Evaluation Framework

Evaluation =

Accomplished

Proficient

Developing

Student Growth Measures  
50%

Teacher Performance  
50%

Student Learning Experiences  
Instruction

Student Assessment  
Professional Responsibility and Growth

# Evaluation Matrix

## Teacher Performance

	4	3	2	1
Above	Accomplished	Accomplished	Proficient	Developing
Expected	Proficient	Proficient	Developing	Developing
	Developing	Developing		

Student Growth Measures

# Eval. App. 2

## Teacher Evaluation Rubric

Instructional Planning				
	Ineffective	Developing	Proficient	Accomplished
<p><b>FOCUS FOR LEARNING</b> (Standard 4: Instruction)</p> <p><i>Sources of Evidence</i> Pre-Conference</p>	<ul style="list-style-type: none"> <li>Lacks a demonstrated clear focus for learning</li> <li>Learning objectives too general and inappropriate for students</li> </ul> <p>AND/OR</p> <ul style="list-style-type: none"> <li>Does not reference the Ohio standards</li> </ul>	<ul style="list-style-type: none"> <li>Communicates a focus for student learning</li> </ul> <ul style="list-style-type: none"> <li>References Ohio standards</li> <li>No measurable goals</li> </ul>	<ul style="list-style-type: none"> <li>Demonstrates a focus for student learning with appropriate learning objectives</li> <li>Measurable goals aligned to Ohio standards</li> <li>Demonstrates goal importance and appropriateness for students</li> </ul>	<ul style="list-style-type: none"> <li>Establishes challenging and measurable goal(s)</li> <li>Measurable goal(s) aligned to Ohio standards and reflects range of learner needs</li> <li>Demonstrates how goal(s) fit into               <ul style="list-style-type: none"> <li>- Broader unit</li> <li>- and Course</li> <li>- and School goals</li> </ul> </li> </ul>
Evidence				

Instructional Planning		Ineffective	Developing	Proficient	Accomplished
<b>ASSESSMENT DATA</b> (Standard 3 : Assessment)  <i>Sources of Evidence</i> Pre-Conference	<ul style="list-style-type: none"> <li>The teacher does not plan for assessment of student learning</li> </ul>	<ul style="list-style-type: none"> <li>The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments</li> <li>BUT does not consistently incorporate this knowledge into lesson planning</li> </ul>	<ul style="list-style-type: none"> <li>The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning</li> <li>Effectively uses assessments (above) in lesson planning</li> </ul>	<ul style="list-style-type: none"> <li>The teacher purposefully plans assessments</li> <li>And differentiates assessment choices to match the full range of               <ul style="list-style-type: none"> <li>- Student needs</li> <li>- and Student abilities</li> <li>- and Learning styles</li> </ul> </li> <li>Incorporating a range of appropriate assessment choices               <ul style="list-style-type: none"> <li>- Diagnostic</li> <li>- and Formative</li> <li>- and Summative</li> </ul> </li> </ul>	
	<ul style="list-style-type: none"> <li>Does not use OR only uses one measure of student performance</li> </ul>	<ul style="list-style-type: none"> <li>Uses more than one measure of student performance</li> <li>BUT does not appropriately vary assessment approaches</li> <li>OR may have difficulty analyzing data to effectively inform instructional planning/delivery</li> </ul>	<ul style="list-style-type: none"> <li>Employs a variety of formal and informal assessment techniques to collect evidence of student knowledge and skills</li> <li>Analyzes data to effectively inform instructional planning and delivery</li> </ul>	<ul style="list-style-type: none"> <li>Student learning needs are accurately identified through an analysis of student data</li> <li>The teacher uses assessment data to identify student strengths and areas for student growth</li> </ul>	
Evidence					

Instructional Planning			
	Ineffective	Developing	Proficient
PRIOR CONTENT KNOWLEDGE/SEQUENCE/ CONNECTIONS (Standard 1: Students; Standard 2: Content; Standard 4: Instruction) Sources of Evidence Pre-Conference	<ul style="list-style-type: none"> <li>Lesson does not build on OR connect to students' prior knowledge</li> </ul> OR Teacher may give an illogical/inaccurate explanation as to how the content connects to previous and future learning	<ul style="list-style-type: none"> <li>Makes an attempt to connect the lesson to students' prior knowledge, previous lessons OR future learning</li> </ul> BUT is not completely successful	<ul style="list-style-type: none"> <li>Makes clear and coherent connection with students'               <ul style="list-style-type: none"> <li>- Prior knowledge</li> <li>- and future learning</li> </ul>               both explicitly to students and within the lesson             </li> </ul>
	Evidence	Evidence	Evidence
			<ul style="list-style-type: none"> <li>Plans and sequences instruction to:               <ul style="list-style-type: none"> <li>- Include important                   <ul style="list-style-type: none"> <li>- Content</li> <li>- and Concepts</li> <li>- and processes</li> </ul> </li> </ul>               in school/district curriculum priorities and in state standards             </li> </ul>
			<ul style="list-style-type: none"> <li>Plans/Sequences instruction to:               <ul style="list-style-type: none"> <li>- Reflect understanding of pre-requisite relationships among the important                   <ul style="list-style-type: none"> <li>- Content</li> <li>- and Concepts</li> <li>- and Processes</li> </ul> </li> <li>- in school/district curriculum priorities and in state standards</li> <li>- and Multiple pathways for learning depending on student needs</li> <li>- Accurately explains how lesson fits within the structure of the discipline</li> </ul> </li> </ul>

Instructional Planning		Ineffective	Developing	Proficient	Accomplished
<b>KNOWLEDGE OF STUDENTS</b> (Standard 1: Students) Sources of Evidence Analysis of Student Data Pre-Conference	<ul style="list-style-type: none"> <li>Regarding students' background knowledge and experience, the teacher               <ul style="list-style-type: none"> <li>- Demonstrates a lack of familiarity with students' background</li> <li>- and has made no attempts to find the information</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Regarding students' background knowledge and experience, the teacher               <ul style="list-style-type: none"> <li>- Demonstrates some familiarity of students' background knowledge and experience</li> <li>- and describes one procedure used to obtain this information</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Regarding students' background knowledge and experience, the teacher               <ul style="list-style-type: none"> <li>- Demonstrates familiarity with students' background knowledge and experience</li> <li>- and describes multiple procedures used to obtain this information</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Regarding students' background knowledge and experience, the teacher               <ul style="list-style-type: none"> <li>- Demonstrates understanding of purpose/value of familiarity</li> <li>- and demonstrates familiarity with students' background</li> <li>- and describes multiple procedures used to obtain it</li> </ul> </li> </ul>	
	<ul style="list-style-type: none"> <li>The teacher's plan for instruction does not demonstrate an understanding of students'               <ul style="list-style-type: none"> <li>- Development</li> <li>- and Preferred learning styles</li> <li>AND/OR students' backgrounds/prior experience</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>The teacher's instructional plan draws upon a partial analysis of students'               <ul style="list-style-type: none"> <li>- Development</li> <li>- and Readiness for learning</li> <li>- OR Backgrounds and prior experiences</li> <li>AND/OR the plan is inappropriately tailored to the specific population of students in the classroom</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>The teacher's instructional plan uses accurate analysis of students'               <ul style="list-style-type: none"> <li>- Development</li> <li>- and Readiness for learning</li> <li>- and Preferred learning styles</li> <li>- and Background and prior experiences</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>The teacher's analysis of student data               <ul style="list-style-type: none"> <li>- Student development</li> <li>- and Student learning</li> <li>- and Preferred learning styles</li> <li>- and student backgrounds/prior experiences</li> </ul> </li> <li>Accurately connects the data to specific instructional strategies and plans</li> <li>The teacher plans for and can articulate specific               <ul style="list-style-type: none"> <li>- Strategies</li> <li>- and Content</li> <li>- and Delivery</li> </ul>               to individual students and groups of students             </li> </ul>	
Evidence					

Instruction and Assessment	Ineffective	Developing	Proficient	Accomplished
<p>LESSON DELIVERY (Standard 2; Content; Standard 4; Instruction; Standard 6; Collaboration and Communication)</p> <p>Sources of Evidence Formal Observation Classroom Walkthrough/ Informal Observation</p>	<ul style="list-style-type: none"> <li>Teacher explanations are unclear               <ul style="list-style-type: none"> <li>- OR incoherent</li> <li>- OR inaccurate</li> </ul> </li> <li>and are generally ineffective in building understanding</li> </ul>	<ul style="list-style-type: none"> <li>Teacher explanations are               <ul style="list-style-type: none"> <li>- Accurate</li> <li>- and generally clear</li> </ul> </li> <li>BUT the teacher may not fully clarify information based on students' questions about content OR instructions for learning activities</li> <li>OR the teacher may use some language that is developmentally inappropriate, leading to confusion OR limiting discussion</li> <li>The teacher re-explains topics when students show confusion</li> <li>BUT is not always able to provide an effective alternative explanation</li> </ul>	<ul style="list-style-type: none"> <li>Teacher explanations are               <ul style="list-style-type: none"> <li>- Clear</li> <li>- and Accurate</li> </ul> </li> <li>The teacher uses developmentally appropriate strategies and language designed to actively encourage               <ul style="list-style-type: none"> <li>- Independent</li> <li>- and Creative</li> <li>- and Critical thinking</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Teacher explanations are               <ul style="list-style-type: none"> <li>- Clear</li> <li>- and Coherent</li> <li>- and Precise</li> </ul> </li> <li>The teacher uses strategies that are               <ul style="list-style-type: none"> <li>- Well-timed</li> <li>- and Individualized</li> <li>- and Developmentally appropriate</li> </ul> </li> <li>and teacher uses language designed to encourage               <ul style="list-style-type: none"> <li>- Independent</li> <li>- and Creative</li> <li>- and Critical thinking</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>The teacher fails to address student confusion OR frustration and does not use effective questioning techniques during the lesson</li> <li>The lesson is almost entirely teacher-directed</li> </ul>	<ul style="list-style-type: none"> <li>The teacher attempts to employ purposeful questioning techniques</li> <li>BUT may confuse students with the phrasing OR timing of questions</li> <li>The lesson is primarily teacher-directed</li> </ul>	<ul style="list-style-type: none"> <li>The teacher effectively addresses confusion by re-explaining topics when asked and ensures understanding</li> <li>The teacher employs effective, purposeful questioning techniques during instruction</li> <li>The lesson is a balance of teacher-directed instruction and student-led learning</li> </ul>	<ul style="list-style-type: none"> <li>The teacher accurately anticipates confusion by               <ul style="list-style-type: none"> <li>- Presenting information in multiple formats</li> <li>- and clarifying content before students ask questions</li> </ul> </li> <li>The teacher develops high-level understanding through effective uses of varied levels of questions</li> <li>The lesson is student-led, with the teacher in the role of facilitator</li> </ul>	<ul style="list-style-type: none"> <li>The teacher accurately anticipates confusion by               <ul style="list-style-type: none"> <li>- Presenting information in multiple formats</li> <li>- and clarifying content before students ask questions</li> </ul> </li> <li>The teacher develops high-level understanding through effective uses of varied levels of questions</li> <li>The lesson is student-led, with the teacher in the role of facilitator</li> </ul>

<p><i>Evidence</i>  <i>Continued</i></p> <p><b>LESSON DELIVERY</b>  (Standard 2: Content;  Standard 4: Instruction;  Standard 6: Collaboration  and Communication)</p> <p><i>Sources of Evidence</i>  Formal Observation  Classroom Walkthroughs/  Informal Observation</p>				
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Instruction and Assessment			
	Ineffective	Developing	Proficient
<p><b>DIFFERENTIATION</b> (Standard 1: Students; Standard 4: Instruction)</p> <p>Sources of Evidence Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<ul style="list-style-type: none"> <li>The teacher does not attempt to make the lesson accessible and challenging for most students</li> </ul> <p>OR attempts are developmentally inappropriate</p>	<ul style="list-style-type: none"> <li>The teacher relies on a single strategy OR alternate set of materials to make the lesson accessible to most students</li> <li>THOUGH some students may not be able to access certain parts of the lesson</li> <li>AND/OR some students may not be challenged</li> </ul>	<p>Accomplished</p> <ul style="list-style-type: none"> <li>The teacher matches               <ul style="list-style-type: none"> <li>- Strategies</li> <li>- and Materials</li> <li>- AND/OR pacing to students' individual needs to make learning accessible and challenging for all students in the classroom</li> </ul> </li> <li>The teacher effectively uses               <ul style="list-style-type: none"> <li>- Independent</li> <li>- and Collaborative</li> <li>- and whole-class instruction to support individual learning goals</li> </ul> </li> </ul> <p>and provides varied options for how students will demonstrate mastery</p>
Evidence			

Instruction and Assessment			
	Ineffective	Developing	Proficient
	<ul style="list-style-type: none"> <li>Instructional materials and resources:</li> </ul>	<ul style="list-style-type: none"> <li>Instructional materials and resources:</li> </ul>	<ul style="list-style-type: none"> <li>Instructional materials and resources:</li> </ul>
<p>RESOURCES (Standard 2: Content, Standard 4: Instruction)</p> <p><i>Sources of Evidence</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>Are irrelevant to the lesson</p> <p>OR are inappropriate for students</p>	<p>Are appropriate to support learning goals</p> <p>BLT may not meet individual student learning styles/needs OR actively engage students in learning</p>	<p>Aligned to instructional purposes and are varied and appropriate to ability levels</p> <p>and actively engage students in ownership of learning</p>
Evidence			

Instruction and Assessment				
	Ineffective	Developing	Proficient	Accomplished
<p><b>CLASSROOM ENVIRONMENT</b> (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<ul style="list-style-type: none"> <li>There is little OR no evidence of a positive rapport between the teacher and students</li> </ul> <p>For example, the teacher may respond disrespectfully to students OR ignore their questions OR comments</p> <ul style="list-style-type: none"> <li>There are no evident routines OR procedures</li> </ul>	<ul style="list-style-type: none"> <li>The teacher is fair in the treatment of students</li> </ul> <p>and establishes a basic rapport with them</p> <p>For example, the teacher addresses student questions OR comments BUT does not inquire about their overall well-being</p>	<ul style="list-style-type: none"> <li>The teacher has positive rapport with the students</li> </ul> <p>and demonstrates respect for and interest in all students</p> <p>For example, the teacher makes eye contact and connects with individual students</p>	<ul style="list-style-type: none"> <li>The teacher has positive rapport with students</li> </ul> <p>and demonstrates respect for and interest in students'</p> <ul style="list-style-type: none"> <li>Experiences</li> <li>and Thoughts</li> <li>and Opinions</li> </ul> <p>For example, the teacher responds quietly, individually, and sensitively to student confusion and distress</p>
	<ul style="list-style-type: none"> <li>Students seem unclear about what they should be doing OR are idle</li> </ul>	<ul style="list-style-type: none"> <li>Routines and procedures are in place</li> </ul> <p>BUT the teacher may inappropriately prompt or direct the students when they are unclear OR idle</p>	<ul style="list-style-type: none"> <li>Routines and procedures run smoothly throughout the lesson</li> </ul> <p>and students assume age-appropriate levels of responsibility for the efficient operation of the classroom</p>	<ul style="list-style-type: none"> <li>Routines are well-established and orderly</li> </ul> <p>and students initiate responsibility for the efficient operation of the classroom</p>
	<ul style="list-style-type: none"> <li>Transitions are inefficient with considerable instruction time lost</li> <li>Lessons progress too slowly OR quickly, so students are frequently disengaged</li> </ul>	<ul style="list-style-type: none"> <li>The teacher transitions between learning activities</li> </ul> <p>BUT occasionally loses instructional time in the process</p>	<ul style="list-style-type: none"> <li>Transitions are efficient AND occur smoothly</li> <li>There is evidence of varied learning situations</li> <ul style="list-style-type: none"> <li>Whole class</li> <li>and Cooperative Learning</li> <li>and Small Group</li> <li>and Independent work</li> </ul> </ul>	<ul style="list-style-type: none"> <li>Transitions are seamless as the teacher</li> </ul> <p>Effectively maximizes instructional time</p> <p>And combines</p> <ul style="list-style-type: none"> <li>Independent</li> <li>and Collaborative</li> <li>and whole-class learning situations</li> </ul>
	<ul style="list-style-type: none"> <li>The teacher creates a learning environment that allows for little OR no communication or engagement with families</li> </ul>	<ul style="list-style-type: none"> <li>The teacher welcomes communication from families</li> </ul> <p>and replies in a timely manner</p>	<ul style="list-style-type: none"> <li>The teacher engages in two-way communication</li> </ul> <p>and offers a variety of volunteer opportunities and activities for families to support student learning</p>	<ul style="list-style-type: none"> <li>The teacher engages in two-way, on-going communication with families that results in</li> <ul style="list-style-type: none"> <li>Active volunteer</li> <li>and Community</li> <li>and family partnerships</li> </ul> <p>which contributes to student learning and development</p> </ul>

<p>Evidence</p> <p>Continued</p> <p><b>CLASSROOM ENVIRONMENT</b>  (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence</i>  Pre-Conference  Formal Observation  Classroom Walkthroughs/  Informal Observations</p>				
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Instruction and Assessment	Ineffective	Developing	Proficient	Accomplished
<p>ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</p> <p>Sources of Evidence Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations Post-Conference</p>	<ul style="list-style-type: none"> <li>The teacher does not routinely use assessments to measure student mastery</li> </ul>	<ul style="list-style-type: none"> <li>The teacher uses assessments to measure student mastery</li> <li>BUT may not differentiate instruction based on this information</li> </ul>	<ul style="list-style-type: none"> <li>The teacher uses assessment data to assure students strengths and needs</li> <li>and modifies and differentiates instruction accordingly</li> <li>ALTHOUGH, the teacher may not be able to anticipate learning obstacles</li> </ul>	<ul style="list-style-type: none"> <li>The teacher uses assessment data to identify students' strengths and needs</li> <li>and modifies and differentiates instruction accordingly</li> <li>AS WELL AS examines classroom assessment results to reveal trends and patterns in               <ul style="list-style-type: none"> <li>- Individual</li> <li>- and group progress</li> </ul> </li> <li>and to anticipate learning obstacles</li> </ul>
	<ul style="list-style-type: none"> <li>The teacher rarely OR never checks the students' understanding of content</li> <li>The teacher fails to make adjustments in response to student confusion</li> </ul>	<ul style="list-style-type: none"> <li>The teacher checks for student understanding and makes attempts to adjust instruction accordingly</li> <li>BUT these adjustments may cause some additional confusion</li> </ul>	<ul style="list-style-type: none"> <li>The teacher checks for understanding at key moments and makes adjustments to instruction (whole class OR individual students)</li> <li>The teacher responds to student misunderstandings by providing additional clarification</li> </ul>	<ul style="list-style-type: none"> <li>The teacher continually checks for understanding and makes adjustments accordingly (whole class OR individual students)</li> <li>When an explanation is not effectively leading students to understand the content, the teacher adjusts quickly and seamlessly within the lesson and uses an alternative way to explain the concept</li> </ul>
	<ul style="list-style-type: none"> <li>The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggests the approach is not succeeding</li> </ul>	<ul style="list-style-type: none"> <li>The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students</li> </ul>	<ul style="list-style-type: none"> <li>The teacher gathers AND uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students</li> </ul>	<ul style="list-style-type: none"> <li>By using student data from a variety of sources, the teacher appropriately adapts instructional methods and materials and paces learning activities to meet the needs of individual students</li> <li>AS WELL AS the whole class</li> </ul>

<p>Continued</p> <p>ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</p> <p><i>Sources of Evidence</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations Post-Conference</p>	<ul style="list-style-type: none"> <li>The teacher does not provide students with feedback about their learning</li> </ul>	<ul style="list-style-type: none"> <li>Students receive occasional OR limited feedback about their performance from the teacher</li> </ul>	<ul style="list-style-type: none"> <li>The teacher provides               <ul style="list-style-type: none"> <li>- Substantive and Specific</li> <li>- and Timely feedback of student progress to                   <ul style="list-style-type: none"> <li>- Students</li> <li>- and Families</li> <li>- and Other school personnel</li> </ul> </li> </ul> <p>While maintaining confidentiality</p> </li> </ul>	<ul style="list-style-type: none"> <li>The teacher provides               <ul style="list-style-type: none"> <li>- Substantive and Specific</li> <li>- and Timely feedback of student progress to                   <ul style="list-style-type: none"> <li>- Students</li> <li>- and Families</li> <li>- and Other school personnel</li> </ul> </li> </ul> <p>While maintaining confidentiality</p> </li> <li>The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses</li> <li>The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and behaviors in relation to student success</li> </ul>
<p>Evidence</p>				

Professionalism	Ineffective	Developing	Proficient	Accomplished
<p>PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility And Growth)</p> <p><i>Sources of Evidence</i> Professional Development or Improvement Plan Pre-Conference Post-Conference daily interaction with others</p>	<ul style="list-style-type: none"> <li>The teacher fails to communicate clearly with               <ul style="list-style-type: none"> <li>- Students</li> <li>- and families</li> </ul> </li> <li>OR collaborate effectively with professional colleagues</li> </ul>	<ul style="list-style-type: none"> <li>The teacher uses a variety of strategies to communicate with               <ul style="list-style-type: none"> <li>- Students</li> <li>- and families</li> </ul> </li> <li>and collaborate with colleagues</li> <li>BUT these approaches may not always be appropriate for a particular situation</li> <li>OR achieve the intended outcome</li> </ul>	<ul style="list-style-type: none"> <li>The teacher uses effective communication strategies with               <ul style="list-style-type: none"> <li>- Students</li> <li>- and families</li> </ul> </li> <li>and works effectively with colleagues to examine               <ul style="list-style-type: none"> <li>- Problems of practice</li> <li>- and Analyze student work</li> <li>- and Identify targeted strategies</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>The teacher communicates effectively with               <ul style="list-style-type: none"> <li>- Students</li> <li>- and families</li> <li>- and colleagues</li> </ul> </li> <li>The teacher collaborates with colleagues to               <ul style="list-style-type: none"> <li>- Improve personal</li> <li>- and Team practices by</li> <li>- facilitating professional dialogue</li> <li>- and peer observation and feedback</li> <li>- and peer coaching</li> <li>- and other collegial learning activities</li> </ul> </li> <li>The teacher meets ethical and professional responsibilities and               <ul style="list-style-type: none"> <li>- helps colleagues access and interpret law and policies</li> <li>- and understands their implications in the classroom</li> </ul> </li> <li>The teacher sets and regularly modifies               <ul style="list-style-type: none"> <li>- Short-term</li> <li>- and Long-term professional goals</li> </ul> </li> <li>based on self-assessment and analysis of student learning evidence</li> </ul>
<ul style="list-style-type: none"> <li>The teacher fails to understand and follow               <ul style="list-style-type: none"> <li>- Regulations</li> <li>- and Policies</li> <li>- and Agreements</li> </ul> </li> <li>The teacher fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development</li> </ul>	<ul style="list-style-type: none"> <li>The teacher understands and follows district policies and state and federal regulations at a minimal level</li> </ul>	<ul style="list-style-type: none"> <li>The teacher meets ethical and professional responsibilities with integrity and honesty</li> <li>The teacher models and upholds district policies and state and federal regulations</li> <li>The teacher sets               <ul style="list-style-type: none"> <li>- Data-based</li> <li>- and Short-term</li> <li>- and Long-term professional goals</li> </ul> </li> <li>And takes action to meet these goals</li> </ul>	<ul style="list-style-type: none"> <li>The teacher meets ethical and professional responsibilities and               <ul style="list-style-type: none"> <li>- helps colleagues access and interpret law and policies</li> <li>- and understands their implications in the classroom</li> </ul> </li> <li>The teacher sets and regularly modifies               <ul style="list-style-type: none"> <li>- Short-term</li> <li>- and Long-term professional goals</li> </ul> </li> <li>based on self-assessment and analysis of student learning evidence</li> </ul>	<ul style="list-style-type: none"> <li>The teacher meets ethical and professional responsibilities and               <ul style="list-style-type: none"> <li>- helps colleagues access and interpret law and policies</li> <li>- and understands their implications in the classroom</li> </ul> </li> <li>The teacher sets and regularly modifies               <ul style="list-style-type: none"> <li>- Short-term</li> <li>- and Long-term professional goals</li> </ul> </li> <li>based on self-assessment and analysis of student learning evidence</li> </ul>

<p>Evidence</p> <p>Continued</p> <p><b>PROFESSIONAL RESPONSIBILITIES</b>  (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility And Growth)</p> <p><i>Sources of Evidence</i>  Professional Development or Improvement Plan  Pre-Conference  Post-Conference  daily interaction with others</p>				
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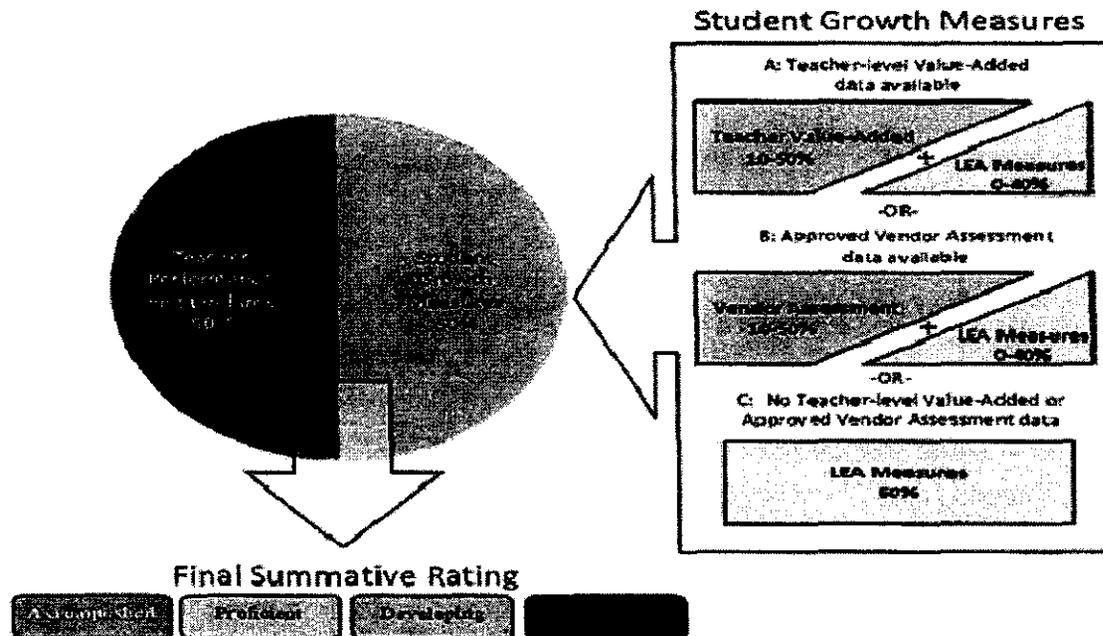
## The OTES Overview

The OTES System is divided into two components: (1) Teacher Performance on Standards and (2) Student Growth Measures. Each component counts for 50 percent of the teacher's overall evaluation score. When both components are combined, a summative performance rating of Accomplished, Proficient, Developing or Ineffective will be assigned to every teacher.

Under the Student Growth Measures, teachers are divided into three categories:

- Category A: Teachers for whom teacher-level value-added data is available
- Category B: Teachers for whom data from an assessment that is on the ODE Vendor Approved List is available
- Category C: Teachers for whom no teacher-level value-added or vendor approved assessment data is available

LEAs can choose to implement LEA measures for Category A and Category B teachers. If LEAs choose to implement multiple measures of student growth, they must allocate a specific percentage weight to the measures as shown in the graphic below. In addition to illustrating the weight bands available to LEAs, the graphic below illustrates how teacher evaluation ratings are developed.



What is a SLO?

## Eval. App. 4 Student Learning Objective (SLO) Template Checklist

This checklist should be used for both writing and approving SLOs. It should be made available to both teachers and evaluators for these purposes. For an SLO to be formally approved, ALL criteria must be met, and every box below will need a check mark completed by an SLO evaluator.

	Population	Instruction	Standards to be Targeted	Assessments	Growth Target(s)	Rationale for Growth Target(s)
<p>What information is being used to inform the creation of the SLO and establish the amount of growth that should take place within the time period?</p>	<p>Which students will be included in this SLO? Include course, grade level, and number of students.</p>	<p>What is the duration of the course that the SLO will cover? Include beginning and end dates.</p>	<p>What content will the SLO target? To what related standards is the SLO aligned?</p>	<p>What assessment(s) will be used to measure student growth for this SLO?</p>	<p>Considering all available data and content requirements, what growth target(s) can students be expected to reach?</p>	<p>What is your rationale for setting the target(s) for student growth within the interval of instruction?</p>
<ul style="list-style-type: none"> <li><input type="checkbox"/> Identifies sources of information about students (e.g., test scores from prior years, results of preassessments)</li> <li><input type="checkbox"/> Draws upon trend data, if available</li> <li><input type="checkbox"/> Summarizes the teacher's analysis of the baseline data by identifying student strengths and weaknesses</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Includes all students in the class covered by the SLO</li> <li><input type="checkbox"/> Describes the student population and considers any contextual factors that may impact student growth</li> <li><input type="checkbox"/> Does not exclude subgroups of students that may have difficulty meeting growth targets</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Matches the length of the course (e.g., quarter, semester, year)</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Specifies how the SLO will address applicable standards from the highest ranking of the following: (1) Common Core State Standards, (2) Ohio Academic Content Standards, or (3) national standards put forth by education organizations</li> <li><input type="checkbox"/> Represents the big ideas or domains of the content taught during the interval of instruction</li> <li><input type="checkbox"/> Identifies core knowledge and skills students are expected to attain as required by the applicable standards (if the SLO is targeted)</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Identifies assessments that have been reviewed by grade-level and content-level district experts to effectively measure course content and reliably measure student learning as intended</li> <li><input type="checkbox"/> Selects measures with sufficient "stretch" so that all students may demonstrate learning, or identifies supplemental assessments to cover all ability levels in the course</li> <li><input type="checkbox"/> Provides a plan for combining assessments if multiple summative assessments are used</li> <li><input type="checkbox"/> Follows the guidelines for appropriate assessments</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Ensures all students in the course have a growth target</li> <li><input type="checkbox"/> Uses baseline or pretest data to determine appropriate growth</li> <li><input type="checkbox"/> Sets developmentally appropriate targets</li> <li><input type="checkbox"/> Creates tiered targets when appropriate so that all students may demonstrate growth</li> <li><input type="checkbox"/> Sets ambitious yet attainable targets</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Demonstrates teacher knowledge of students and content</li> <li><input type="checkbox"/> Explains why target is appropriate for the population</li> <li><input type="checkbox"/> Addresses observed student needs</li> <li><input type="checkbox"/> Uses data to identify student needs and determine appropriate growth targets</li> <li><input type="checkbox"/> Explains how targets align with broader school and district goals</li> <li><input type="checkbox"/> Sets rigorous expectations for students and teacher(s)</li> </ul>

## Pre-Observation Planning and Lesson Reflection Resource Questions

The questions provided are intended to guide thinking and conversation; every question may not be answered or relevant for every observation.

### INSTRUCTIONAL PLANNING

#### FOCUS (Standard 4: Instruction)

- What is the focus for the lesson?
- What content will students know/understand? What skills will they demonstrate?
- What standards are addressed in the planned instruction?
- Why is this learning important?

#### ASSESSMENT DATA (Standard 3: Assessment)

- What assessment data was examined to inform this lesson planning?
- What does pre-assessment data indicate about student learning needs?

#### PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS

(Standard 1: Students / Standard 2: Content / Standard 4: Instruction)

- What prior knowledge do students need?
- What are the connections to previous and future learning?
- How does this lesson connect to students' real-life experiences and/or possible careers?
- How does it connect to other disciplines?

#### KNOWLEDGE OF STUDENTS (Standard 1: Students)

- What should the evaluator know about the student population? (See *Data Measures Inventory for the Classroom*)
- How is this a developmentally appropriate learning activity?

### INSTRUCTION AND ASSESSMENT

#### LESSON DELIVERY (Standard 2: Content / Standard 4: Instruction)

- How will the goals for learning be communicated to students?
- What instructional strategies and methods will be used to engage students and promote independent learning and problem solving?
- What strategies will be used to make sure all students achieve lesson goals?
- How will content-specific concepts, assumptions, and skills be taught?

#### DIFFERENTIATION (Standard 1: Students / Standard 4: Instruction)

- How will the instructional strategies address all students' learning needs?
- How will the lesson engage and challenge students of all levels?
- How will developmental gaps be addressed?

#### RESOURCES (Standard 2: Content / Standard 4: Instruction)

- What resources/materials will be used in instruction?

- How will technology be integrated into lesson delivery?

#### CLASSROOM ENVIRONMENT

(Standard 1: Students / Standard 5: Learning Environment)

- How will the environment support all students?
- How will different grouping strategies be used?
- How will safety in the classroom be ensured?
- How will respect for all be modeled and taught?

#### ASSESSMENT OF STUDENT LEARNING

(Standard 3: Assessment)

- How will you check for understanding during the lesson?
- What specific products or demonstrations will assess student learning / achievement of goals for instruction?
- How will you ensure that students understand how they are doing and support students' self-assessment?
- How will you use assessment data to inform your next steps?

### PROFESSIONAL RESPONSIBILITIES

#### COLLABORATION AND COMMUNICATION (Standard 6)

- How do you cooperate with colleagues?
- How do you work with others when there is a problem?
- What is your communication style with students? With families? With colleagues?
- In what ways do you seek the perspectives of others? Give an example.

#### PROFESSIONAL RESPONSIBILITY AND GROWTH (Standard 7)

- How do you apply knowledge gained from other experiences into your teaching?
- Discuss ways you reflect and analyze your teaching.
- What are some proactive ways you further your own professional growth?

## Classroom Walkthroughs / Informal Observation

An informal observation/ classroom walkthrough is a:

- Tool to inform evaluation that provides the opportunity to gather evidence of instruction over a series of short classroom visits;
- Process for giving targeted evidenced-based feedback to teachers; and
- Means for principals to visit classrooms more frequently and more purposefully.

An informal observation/ classroom walkthrough is not a(n):

- Formal observation;
- "Gotcha" opportunity for supervisors or evaluators;
- Isolated event; or
- Shortcut to the observation protocol required as part of the teacher evaluation process.

Classroom walkthroughs/ Informal observations, as part of the teacher evaluation system, may be general in nature or focused on observing a specific aspect of teacher performance. Summary data collected through a series of walkthroughs along with evidence documented through formal observations will come together to inform the teachers' summative performance rating: *ineffective, developing, proficient or accomplished*.

## Guidelines for Informal Classroom Observations

### Informally Observe All Teachers

All teachers benefit from informal classroom observations. Informal observations should last from 15 to 20 minutes; therefore, conduct only as many observations in a day as you can follow up with on either the same or next day. Teachers need and deserve some type of immediate feedback.

### Informally Observe As Often As You Can

The principal's presence in the classroom sends a positive message to teachers: *the principal cares*. Including informal classroom observation as a school-wide initiative requires consistency and frequency. Find times in the day to observe teachers at varying times of the day: *for most teachers, what occurs in the morning is much different than what occurs in the afternoon*.

### Focusing on One or Two Areas

Although there may be no predetermined focus established (because of no pre-conference), find a focus based on the instruction, events or discussions that are occurring in the classroom. A focus may also occur based upon past conferences and the need for follow up observations.

**Make Time to Follow Up**

Follow-up communication to informal classroom observations is a critical component. Follow-up will often be in writing but the evaluator should extend to the teacher an invitation to discuss any comments provided face-to-face. The evaluator may also offer resources to help teachers refine their practice.

**Teacher Driven Observations**

While it is recognized that evaluators have many demands on their time, encouraging teachers to identify instructional periods for the evaluator to observe can be a means for the evaluator to collect evidence related to a specific focus the teacher and evaluator may be working on.

**Types of Data**

Data collected as evidence of teacher practice may be quantitative, qualitative, or a combination of both. Quantitative data includes frequencies, distributions and other counts or tallies. For example the observer could use a checklist to tally how many questions were asked of children in the front row or children who had their hands raised versus not. The evaluator might also chart the types of questions asked (higher versus lower levels). Qualitative data can include scripted notes detailing patterns of activities, vocabulary used, and events observed. In both cases accuracy is essential to ensure the credibility of the process and the evaluator.

### Informal Observation: 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 an informal walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation. This record, along with records of additional informal observations, will be used to inform the summative evaluation of the teacher.

EVALUATOR OBSERVATIONS	
<input type="checkbox"/> Instruction is developmentally appropriate	<input type="checkbox"/> Lesson content is linked to previous and future learning
<input type="checkbox"/> Learning outcomes and goals are clearly communicated to students	<input type="checkbox"/> Classroom learning environment is safe and conducive to learning
<input type="checkbox"/> Varied instructional tools and strategies reflect student needs and learning objectives	<input type="checkbox"/> Teacher provides students with timely and responsive feedback
<input type="checkbox"/> Content presented is accurate and grade appropriate	<input type="checkbox"/> Instructional time is used effectively
<input type="checkbox"/> Teacher connects lesson to real-life applications	<input type="checkbox"/> Routines support learning goals and activities
<input type="checkbox"/> Instruction and lesson activities are accessible and challenging for students	<input type="checkbox"/> Multiple methods of assessment of student learning are utilized to guide instruction
<input type="checkbox"/> Other:	<input type="checkbox"/> Other:

**Evaluator Summary Comments:**  
 \_\_\_\_\_  
 \_\_\_\_\_

**Recommendations for Focus of Informal Observations:**  
 \_\_\_\_\_  
 \_\_\_\_\_

Evaluator Signature: \_\_\_\_\_

Photocopy to Teacher

### Informal Observation: Open-Ended Form

Teacher Name: \_\_\_\_\_

Grade(s)/Subject Area(s): \_\_\_\_\_

Date: \_\_\_\_\_

Evaluator Name: \_\_\_\_\_

Time Walkthrough Begins: \_\_\_\_\_

Time Walkthrough Ends: \_\_\_\_\_

TIMES	OBSERVATIONS

**Evaluator Summary Comments:**

Evaluator Signature: \_\_\_\_\_

Photocopy to Teacher

## Eval. App. 7      Calculation of Student Growth%

1) If you have 2 SLOs:

$$\frac{(\% \text{ Student Growth SLO \#1}) + (\% \text{ Growth SLO \#2})}{2} = \text{Evaluation\%}$$

2) If you have Multiple Measures (SLOs, Vendor Assessments, etc)

- Add weighted percentages of growth measures then multiply total by 2 to get the rating.

$$2 \times \{(\text{Assesment \#1 Growth\%}) \times (\text{Weight\%}) + (\text{Assesment \#2 Growth\%}) \times (\text{Weight\%}) + \dots\} = \text{Evaluation \%}$$

EXAMPLE:      SLO                      VENDOR      =      50% Student Growth Measures

$$\frac{40\%}{\quad} + \frac{10\%}{\quad}$$

GROWTH = 80% Achieved      80% Achieved

$$2 (.90 (40) + .60 (10)) = 2 (36 + 6) = (42)2 = 84\% \text{ of } 50\% \text{ Student Growth Measures Score}$$

So demonstrating student growth of 84% meets Expected Student Growth. See chart below.

\*\*\*\*\*

### Student Growth Categories

5 = 90% or above	=	Above Expected Growth
4 = 80-89%	=	Expected Growth
3 = 70-79%	=	Expected Growth
2 = 60-69%	=	Expected Growth
1 = 0-59%	=	Below Expected Growth

### Professional Growth Plan

As a result of the evaluation process, teachers and evaluators should focus on accelerating and continuing teacher growth through professional development. Professional development should be individualized to the needs of the teacher, and specifically relate to his/her areas of refinement as identified in the teachers' evaluation. The evaluator should recommend professional development opportunities, and support the teacher by providing resources (e.g., time, financial).

Self-Directed

Collaborative

Teacher \_\_\_\_\_

Evaluator \_\_\_\_\_

<p align="center"><u>Annual Focus</u> These are addressed by the evaluator as appropriate for this teacher.</p>	<p align="center"><u>Date Record</u> dates when discussed</p>	<p align="center"><u>Areas for Professional Growth</u> supports needed, resources, professional development  Comments during conference with teacher and evaluator are made appropriate to the needs of the teacher.</p>
<p><i>Goal 1: Student Achievement/Outcomes for Students</i> <b>Goal Statement:</b>  <i>Evidence Indicators:</i></p>		
<p><i>Goal 2: Teacher Performance on the Ohio Standards for the Teaching Profession</i> <b>Goal Statement:</b>  <i>Evidence Indicators:</i></p>		

Evaluator Signature

Date

Teacher Signature

Date

The signatures above verify that the teacher and evaluator have discussed and agreed upon this Professional Growth Plan.

**Improvement Plan**

Teacher Name: \_\_\_\_\_

Grade Level/ Subject: \_\_\_\_\_

School year: \_\_\_\_\_ Building: \_\_\_\_\_

Date of Improvement Plan Conference: \_\_\_\_\_

Written improvement plans are to be developed in the circumstances when an educator makes below expected academic growth with his/ her students AND/OR receives an overall ineffective rating or an ineffective rating on any of the components of the OTES system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

**Section 1: Improvement Statement - List specific areas for improvement as related to the *Ohio Standards for the Teaching Profession*. Attach documentation.**

Performance Standard(s) Addressed in this Plan	Date(s) Improvement Area or Concern Observed	Specific Statement of the Concern: Areas of Improvement

**Section 2: Desired Level of Performance – List specific measurable goals to improve performance. Indicate what will be measured for each goal.**

Beginning Date	Ending Date	Level of Performance Specifically Describe Successful Improvement Target(s)

## Improvement Plan (continued)

### Section 3: Specific Plan of Action

Describe in detail specific plans of action that must be taken by the teacher to improve his/her performance. Indicate the sources of evidence that will be used to document the completion of the improvement plan.

Actions to be Taken	Sources of Evidence that Will Be Examined

### Section 4: Assistance and Professional Development

Describe in detail specific supports that will be provided as well as opportunities for professional development.

Date for this Improvement Plan to Be Evaluated: \_\_\_\_\_

Teacher's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

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 demonstrate the following action to be taken;

- 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 recommended course of action.

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

Teacher's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

\*The acceptable level of performance varies depending on the teacher's years of experience. Teachers in residency—specifically in Years 1 through 4—are expected to perform at the Developing level or above. Experienced teachers—with five or more years of experience—are expected to meet the Proficient level or above.

**Final Summative Rating of Teacher Effectiveness**

Proficiency on Standards 50%	INEFFECTIVE	DEVELOPING	PROFICIENT	ACCOMPLISHED
Cumulative Performance Rating (Holistic Rating using Performance Rubric)				
<i>Areas of reinforcement/ refinement:</i>				
Student Growth Data 50%	BELOW EXPECTED GROWTH	EXPECTED GROWTH	ABOVE EXPECTED GROWTH	
Student Growth Measure of Effectiveness				
<i>Areas of reinforcement/ refinement:</i>				
Final Summative (Overall) Rating	INEFFECTIVE	DEVELOPING	PROFICIENT	ACCOMPLISHED

Check here if Improvement Plan has been recommended.

Teacher Signature \_\_\_\_\_

Date \_\_\_\_\_

Evaluator Signature \_\_\_\_\_

Date \_\_\_\_\_

The signatures above indicate that the teacher and evaluator have discussed the Summative Rating.

Note: The teacher may provide additional information to the evaluator within 10 working days of the receipt of this form, and may request a second conference with the evaluator. Any additional information will become part of the summative record. Challenges may be made according to the local contract agreement.

APPENDIX E

Request for Continuing Contract

Jefferson Local School District

NAME \_\_\_\_\_ BUILDING \_\_\_\_\_

GRADE \_\_\_\_\_ SUBJECT \_\_\_\_\_

BUILDING ADMINISTRATOR \_\_\_\_\_

Date presented to Building  
Administrator \_\_\_\_\_

Certificates presently held \_\_\_\_\_

How long have you been in Jefferson Local School District? \_\_\_\_\_

Have you ever held a continuing contract before? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, where? \_\_\_\_\_

Refer to Article VI – Section E for any other information you want to submit in support of your request for a continuing contract.

Superintendent (614) 879-7654 -- Treasurer (614) 879-7654 -- Facsimile (614) 879-5376

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