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# **MASTER CONTRACT**

**BETWEEN**

**MANCHESTER OHIO RIVER EDUCATORS**

**AND**

**MANCHESTER LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

**July 1, 2013 through June 30, 2016**

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## ARTICLE 1 RECOGNITION

- A. RECOGNITION:** The Manchester Local School District Board of Education hereinafter referred to as "Board" recognizes the Manchester Ohio River Educators, hereinafter referred to as the "Association" as the sole and exclusive bargaining agent representing the bargaining unit.
- B. BARGAINING UNIT DEFINED:** The bargaining unit shall be defined as all full-time and/or regularly employed part-time certificated/licensed employees (minimum .50 FTE) under contract with the Board, excluding the superintendent, treasurer, board office staff, assistant superintendents, executive directors, directors, associate directors, principals, supervisory teachers, administrative interns, substitutes, all non-certificated/non-licensed employees and all others for whom certification/licensure in supervision or administration is required as a condition of employment.
- C. MANAGEMENT RIGHTS:** The Board hereby retains and reserves unto itself, without limitations, all the powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Ohio and of the United States, except as expressly limited by the terms of this contract.

## ARTICLE 2 ASSOCIATION RIGHTS

- A. BULLETIN BOARDS:** The Building Representative(s) of the Association in each individual school shall have the exclusive use of a bulletin board, designated for Association business. The Association will purchase the bulletin boards.
- B. PAYROLL DEDUCTIONS:** The following payroll deductions will be provided at no cost to the professional staff member:
- 1. DUES DEDUCTIONS:** Professional staff members will sign and deliver to the Board an authorization requesting membership dues and assessments of the recognized Association and its affiliates by September 1<sup>st</sup>. Such authorization shall continue in effect until such time that said member gives written notice to the Treasurer of the Board to discontinue such deductions or employment with the Board terminates. Such deductions shall be made in equal installments beginning in the month of September the authorization form is submitted to the Treasurer of the Board. All money so deducted shall be remitted to the Treasurer of the Association monthly, accompanied by a list of professional staff members from whom the deductions are made and the amount for each said member. If a teacher gives written notice to the Treasurer of the Board to discontinue such deductions, the Treasurer shall give the Treasurer of the Association,

within forth-eight (48) hours of such action, the names of said teachers making such request. Upon employment new employees must authorize membership within five (5) days prior to their second paycheck. The union will hold the Board of Education and treasurer harmless from any errors or disputes concerning the deduction of dues.

2. **CREDIT UNION DEDUCTIONS:** An employee may enroll or make changes in deductions at any time.
3. **INSURANCE PROGRAM DEDUCTIONS:** Insurance programs shall be endorsed by the Board for the purpose of payroll deductions so long as at least five (5) employees are requesting deductions from the same company.
4. **ANNUITIES:** A vendor can enter the District if tax sheltered annuities are available to employees. A vendor, on written application to the Treasurer of the Board, shall be permitted to offer tax sheltered annuities to employees provided: (1) at least five (5) employees are requesting deductions from the same vendor; and (2) the vendor signs a hold harmless agreement with the Board. Deductions are made in equal payments.

All companies selling tax sheltered annuities shall be approved by the Association Executive Committee prior to approval of payroll deductions for said company.

- C. RIGHT TO FAIR SHARE FEE - PAYROLL DEDUCTION OF FAIR SHARE FEE:** The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the 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.

1. **NOTIFICATION OF THE AMOUNT OF FAIR SHARE FEE:** Notice of the amount of fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board by January 15 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to transmit all amounts deducted to the Association.
2. **SCHEDULE OF FAIR SHARE FEE PAYERS:** Payroll deduction of such fair share fee shall commence on the first pay date that occurs on or after January 15<sup>th</sup> annually. For unit employees newly hired after the beginning of the school year, payroll deduction shall commence on the first pay date on or after the later of: (a) sixty (60) days employment in a bargaining unit

position (which shall be the required probationary period); or (b) January 15<sup>th</sup>.

- 3. TERMINATION OF MEMBERSHIP DURING THE MEMBERSHIP YEAR:** The Treasurer of the Board shall upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.
  - 4. PROCEDURE FOR REBATE:** The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) 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 Constitutions of the United States and the State of Ohio.
  - 5. 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.
- D. USE OF BUILDING'S PUBLIC ADDRESS SYSTEM:** Representatives of the Association may make announcements over the existing building public address system. Said announcements will be made within the first five minutes and the last five minutes of the school day.
  - E. ASSOCIATION TELEPHONE:** The Board agrees to provide the Association President with access to a working telephone for Association business and use. The telephone shall have the capability to dial toll free numbers and long distance numbers. All long distance charges will be paid for by the Association.
  - F. USE OF SCHOOL EQUIPMENT:** The representatives of the Association will have permission to use school equipment, including copiers, personal computers, and audio visual equipment, when such equipment is not otherwise in use. The Association will have the right to use school building(s) without cost at times when the building is already open. The principal of the building will be notified in advance of the time and place of all meetings so that the meetings will not interfere with other school activities. All equipment will be checked as to condition by the building principal or his/her designated representative and the Association building representative prior to its use. In the event of damage or breakage due to usage by the Association, the Association will be responsible to repair or replace, at pro-rated market value. Supplies for equipment used will be furnished and paid for by the Association.

- G. DISSEMINATION OF MATERIALS:** The Association shall have the right to place notices, circulars, and other materials in a professional staff member's mailbox.
- H. NOTIFICATION OF SCHOOL BOARD MEETINGS:** The Association shall receive notice of any regular or special Board Meeting in accordance with the directives of the "Sunshine Law". Such notification shall be made to the President of the Association on the same basis as it is to the news media along with all Board materials and information requested by the Association.
- 1. BOARD OF EDUCATION POLICY:** An updated, written copy of the current Board of Education Policy will be given to the President of the Association.
  - 2. BOARD MATERIALS:** The Board will send the Association President copies of the Board minutes, financial statements, agenda and 5 year forecast.
- I. PERSONNEL DIRECTORY:** The President of the Association shall be provided with a directory of all current employees. Names and addresses of newly hired employees shall be provided to the Association following Board approval of their contracts.
- J. SUPPLIES AND MATERIALS:** The Association may purchase supplies and materials in allotments of case units from the Board's supplies at the same price paid by the Board.
- K. ASSOCIATION RELEASED TIME:** Upon notification by the Association President to the Superintendent or his/her designee, released time up to four (4) days, or the equivalent thereof in one-half (1/2) day increments, shall be granted to the President of the Association or his/her designee(s) to conduct business of the Association. Upon mutual agreement between the Association President and Superintendent, additional days may be granted with the Association paying for all costs of the substitute. Additionally, administration shall strive to not assign duties to the Association President.
- L. PRINTING AND PROVIDING COPIES OF THE CONTRACT:** The Board shall provide the Association with up to the maximum of one hundred (100) copies of said contract, with the Board and the Association sharing cost on an equal basis.
- M. NEW TEACHER ORIENTATION:** The Association shall have the right to participate in initial planning and orientation meetings for new professional staff members.
- N. NO REPRISAL CLAUSE:** There will be no reprisals of any kind taken against any professional staff member by reason of his/her membership in the Association or participation in its activities.

### ARTICLE 3 NEGOTIATIONS PROCEDURE

#### A. DEFINITIONS:

1. **NEGOTIATIONS:** Negotiations means conferring, discussing, and negotiating in good faith in an effort to reach agreement upon those matters which are negotiable in accordance with the reopener provisions of this contract.

**B. INITIATING NEGOTIATIONS:** All requests for negotiation sessions shall be made in writing. Requests initiated by the Association shall be directed to the Superintendent, acting as the representative of the Board. Requests initiated by the Board shall be directed to the President of the Association. The written request for professional negotiations shall include: 1) Date of writing; 2) Statement of purpose for meeting; 3) Name, address, and phone number of the person to contact representing the requesting party to arrange a mutually satisfactory time for the initial negotiations meeting.

**C. WRITTEN REPLY:** A written reply shall be sent by the receiving party within fifteen (15) work days to the official representative of the requesting party. This communiqué shall include: 1) Date of writing; 2) Recognition of request for a professional negotiations meeting; 3) Time, place, and date of a mutually agreeable initial negotiations session.

**D. DATE OF WRITTEN REQUEST:** The request for negotiations shall be made by either party, in accordance with Article 3.B., prior to March 1 of the calendar year in which the negotiations are scheduled to occur.

**E. EXCHANGING WRITTEN PROPOSALS:** At the first negotiation session, the first item of business will be the exchanging of negotiations proposals. Once the parties have exchanged proposals, no new proposals may be introduced for consideration during the course of these negotiations without mutual consent of the parties.

**F. SUBSEQUENT NEGOTIATIONS SESSIONS:** All subsequent negotiation sessions shall be scheduled by the negotiating teams. Either party may request the time and place of the next negotiation session prior to adjourning the session that is in progress.

**G. LATE OR CANCELED SESSIONS:** When unforeseen circumstances make it impossible for the chief spokesperson for either party to be in attendance, or cause him/her to be late, it shall be the duty of that team to notify the other as promptly as possible. Both parties shall agree to a time, date, and place for the next negotiation session.

**H. WRITTEN PROPOSALS AND COUNTERPROPOSALS:** All subsequent proposals and counterproposals shall be in written or typed form.

- I. **PRIVATE NEGOTIATIONS SESSIONS:** All negotiations sessions shall be closed to anyone other than negotiating teams.
- J. **CAUCUS:** Either team may call for a caucus at any time. A caucus shall be for no more than thirty (30) minutes for each occurrence.
- K. **REPRESENTATION:** The Association, through its executive committee, shall appoint up to four (4) representatives including one professional/layman consultant to negotiate with up to four (4) representatives officially appointed by the Board. All negotiations shall be conducted exclusively between said teams.
  - 1. **AUTHORITY TO NEGOTIATE:** The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make and consider proposals and counterproposals, and to make concessions in the course of negotiations so as to reach agreements.
- L. **AGREEMENT:** No final agreement shall be executed without ratification by the Association, and adoption by the Board.
  - 1. **TENTATIVE AGREEMENT:** Tentative agreement on negotiation items shall be reduced to writing and initialed by the representatives of each party, but such initialing shall not be construed as final agreement, and either party may revise an initialed agreement until all items have been agreed to by the respective negotiation teams, and the contract is complete.
  - 2. **RATIFICATION:** When substantive agreement is reached, it shall be reduced to writing and submitted for ratification to both parties. The negotiation teams pledge that they will favorably recommend the tentative agreement to the groups that they represent.
- M. **DISAGREEMENT:**
  - 1. **GOOD FAITH AND IMPASSE:** The parties pledge themselves to negotiate in good faith and in the event of failure to reach agreement within forty-five (45) working days of the first negotiation session, either party may declare impasse on all unresolved issues being negotiated.
  - 2. **MUTUALLY AGREED-TO DISPUTE RESOLUTION PROCEDURE:** This Dispute Resolution Procedure is mutually agreed to by the parties under ORC 4117.14 C(1)(f) and is intended to supersede the procedures contained in ORC 4117.14.
    - a. **CALL FOR MEDIATOR:** Upon declaration of impasse, either party may call for the assistance of a mediator from the Federal Mediation and Conciliation Service and both parties shall participate in mediation.

- b. **PERIOD OF MEDIATION:** The Impasse Procedure of this contract shall be completed if an agreement has not been reached within thirty (30) working days of the first meeting of the parties with the mediator. These timelines may be extended by mutual agreement.

## **ARTICLE 4 GRIEVANCE PROCEDURE**

### **A. DEFINITIONS**

1. **GRIEVANCE DEFINED:** A grievance shall be defined to be a complaint alleging a violation, misinterpretation, or misapplication of this contract.
2. **GRIEVANT DEFINED:** An individual, group (two or more) or the Association.
3. **DAYS DEFINED:** "Days" shall mean calendar days except that in computing any time limitation, if the last day of the period is a Saturday, Sunday, a Board recognized holiday, or a day on which the schools are closed, the period shall not expire until the end of the next business day.

### **B. PURPOSE AND OBJECTIVES:** The primary purpose of this procedure shall be to obtain at the lowest administrative level and in the shortest period of time, equitable solutions to grievances, which may arise from time to time.

1. **COMPLAINTS AND INFORMAL DISCUSSIONS:** Nothing contained herein shall be construed as limiting the right of a member to voice a complaint or problem or to discuss a matter informally with any member of the administration or having the problem adjusted without the intervention of the Association.
2. **CONFIDENTIALITY OF PROCEEDINGS:** Both the Board and the Association agree that grievance proceedings shall be handled in a confidential manner and that all hearings shall be private and in executive session unless such hearings directly involve a person who requests to have the hearing held in public.

### **C. RIGHTS OF THE GRIEVANT AND THE ASSOCIATION**

1. **GRIEVANCE FORM:** Every grievance shall be filed on the official grievance form. Every grievance shall cite the specific article or provision of the contract alleged to have been violated, misinterpreted, or misapplied.
2. **RIGHT TO REPRESENTATION:** Any person may appear in his/her own behalf or may be represented at each level of the grievance after the informal discussion level.

3. **NOTIFICATION TO ASSOCIATION:** The President of the Association shall receive prior notice of each meeting held to resolve a grievance.
  4. **DECISIONS IN WRITING:** Decisions rendered at each level will be made in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties.
  5. **GRIEVANCE RECORDS:** No records, documents, or communication concerning a grievance will be placed in the personnel file of an individual grievant.
  6. **GRIEVANCE RESOLUTION AT LOWEST LEVEL:** All grievances shall be filed at the lowest possible level. The lowest possible level means that level of the grievance at which the administrator deciding the grievance has the authority to make a decision.
  7. **MEETING TIME AND PLACE:** A hearing held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, to attend.
  8. **ASSOCIATION RIGHT TO FILE:** The Association, as such, shall have the right to file a grievance, if the subject matter involved concerns an alleged violation of the negotiated contract as respects rights or privileges granted to the Association, under the Association rights provisions contained in Article Two.
  9. **ASSOCIATION RIGHT TO PURSUE:** Nothing in this contract shall prohibit the Association from exercising discretion in resolving to pursue or not to pursue a grievance. A grievance may be withdrawn at any level of the grievance procedure without prejudice.
  10. **PRESENTATION OF EVIDENCE:** A grievant shall have the right to present his/her grievance at all levels of the procedure. He/she shall be provided the opportunity to submit any evidence to support his/her position.
- D. TIME LIMITS:** The number of days indicated at each step shall be considered a maximum. The time limits may be extended by mutual consent.
1. **TIME LIMITS FOR INITIATING GRIEVANCE:** A grievance must be filed in writing within twenty (20) days after the grievant knew or reasonably should have known of the condition upon which the grievance is based. Failure to file a grievance within the twenty (20) day time limit constitutes a waiver of the right to file a grievance. If a condition is recurring, the twenty (20) day time limit will be applied to the most recent occurrence.
  2. **TIME LIMITS FOR APPEALING TO NEXT LEVEL:** Unless otherwise stated herein, grievances must be appealed to the next step of the

grievance procedure within ten (10) days of the receipt of the decision of the administrator at the last hearing level. Failure to do so shall constitute an acceptance of the decision of the administrator at the last level of the grievance procedure.

3. **ADMINISTRATION FAILURE TO RESPOND:** Failure of the administration to respond to a grievance within the time provided at each level of the grievance procedure shall constitute an automatic appeal to the next step of the grievance procedure.

## **E. GRIEVANCE PROCEDURE**

1. **LEVEL I – INFORMAL WITH APPROPRIATE SUPERVISOR OR PRINCIPAL:** The grievant shall first discuss his/her grievance with the appropriate supervisor or principal with the objective of resolving the grievance informally. The grievant shall state to the administrator at the end of the conference that this is Level One of the Grievance Procedure.
2. **LEVEL II – WRITTEN FORMAL WITH APPROPRIATE SUPERVISOR OR PRINCIPAL:** In the event the grievant is not satisfied with the discussion at Level One, the grievant may file a grievance in writing with the Association and the administrator involved in the Level One discussion. The grievance must be filed within the time limits set forth in this Article.
  - a. **LEVEL II MEETING:** Within five (5) working days of receipt of the written grievance, the administrator shall schedule a meeting and notify the grievant and the President of the Association of the time and place for the meeting.
  - b. **LEVEL II DECISION:** Within five (5) working days following the Level Two meeting, the administrator shall render a written decision which will include the specific reasons for his/her decision.
3. **LEVEL III – SUPERINTENDENT:** In the event that the grievant is not satisfied with the disposition of the grievance at Level II and an appeal is timely filed to the Superintendent or his/her designee at Level III, the Superintendent or his/her designee shall schedule a hearing within five (5) working days of receipt of the notice of appeal.
  - a. **LEVEL III MEETING AND DECISION:** A meeting shall be scheduled between the Superintendent or his/her designee, the grievant, and the grievant's representative if requested within five (5) days of the receipt of the notice of appeal by the Superintendent or his/her designee and a written decision shall be rendered within ten (10) working days of said meeting.

- 4. LEVEL IV – ARBITRATION:** If the grievant is not satisfied with the disposition at Level III, and an appeal is timely filed within five (5) working days of the decision of the Superintendent to the Treasurer of the Board, the grievance shall be referred to arbitration.
- a. SELECTION OF ARBITRATOR:** The arbitrator shall be chosen from a list provided by the American Arbitration Association. Selection of the arbitrator and conduct of the hearing shall be in accordance with the voluntary rules and regulations of the American Arbitration Association. The arbitrator shall hold a hearing and issue his/her decision within the time provided by the rules and regulations of the American Arbitration Association.
  - b. DECISION OF ARBITRATOR:** The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding.
  - c. LIMITATION OF THE ARBITRATOR:** The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted or to submit observations or opinions which are not essential in reaching his/her determination. The arbitrator shall have no authority to interfere with management prerogatives of the Board nor limit or interfere in any way with the powers, duties, rules and regulations having the force and effect of law.
  - d. COST OF ARBITRATION:** The cost for arbitration shall be borne by the party found not in favor by the arbitrator.
  - e. PRESENTATION OF EVIDENCE AT ARBITRATION:** At an arbitration hearing, both sides shall have the right to present their case, cross-examine witnesses and make final summaries, with either party having the right to waive any or all of the foregoing.
  - f. PARTIES TO/WITNESSES FOR ARBITRATION:** All bargaining unit members who are parties to an arbitration, as well as up to two (2) bargaining unit members subpoenaed as witnesses to testify at such arbitration, shall be released from teaching duties with pay. In the case of an Association grievance, the Association President shall be the grievant.
  - g. RESOLUTION PRIOR TO ARBITRATION HEARING:** In the event the Board grants the grievance prior to the arbitration hearing and the cancellation of the hearing results in a fee due to the arbitrator, the Board shall be solely responsible for the cancellation fee unless the parties mutually agree otherwise. In the event the Association

withdraws the grievance prior to the arbitration hearing and the cancellation of the hearing results in a fee due to the arbitrator, the Association shall be solely responsible for the cancellation fee unless the parties mutually agree otherwise. If the parties settle a grievance prior to the arbitration hearing and the cancellation of the hearing results in a fee due to the arbitrator, the parties shall split the cancellation fee equally unless the parties mutually agree otherwise.

## **ARTICLE 5 EMPLOYMENT PRACTICES**

- A. EMPLOYMENT:** Professional staff members employed by the Board shall have proper certification and a Bachelor's degree or higher from a college or university accredited by the Ohio Department of Education, or as permitted by law. All newly hired teachers will be required to meet requirements for "highly qualified teacher" as per NCLB and State of Ohio.
- B. VACANCIES:** A vacancy shall be defined as an open position or a newly created position that the Board determines to fill and that remains open after the Superintendent has made assignments.
- C. VOLUNTARY TRANSFER**
1. The Superintendent shall cause to be posted for ten (10) calendar days in all school buildings and district website a list of known vacancies. Notice of vacancies shall be placed with teachers' paychecks during the summer.
  2. Teachers who desire a change in grade and/or subject assignment; may file a written statement of such desire with the Superintendent no later than ten (10) calendar days after the posting. In cases of urgent necessity, the Superintendent may fill a vacancy within the ten (10) day period upon consultation with the Association president.
  3. In acting on requests for voluntary transfer, the following criteria shall apply: all other qualifications for positions being equal as determined by the Board, seniority shall be the final determining factor in filling a vacancy and/or transfer.
- D. INVOLUNTARY TRANSFER**

Every effort shall be made to fill vacancies utilizing voluntary transfers. A certificated employee of the district shall be notified in writing, on or before May 30 of any intent to transfer said employee to another assignment. The teacher may request a meeting with the Superintendent to discuss the transfer. If the transfer must be made after May 30, the Superintendent or his designated representative shall make every reasonable attempt to establish a meeting with

the teacher and shall provide reasons in writing for such transfer. If said meeting cannot take place, notice shall be sent by certified mail to the teacher's last known address. No employee shall be involuntarily transferred in an arbitrary or capricious manner or for disciplinary reason(s).

#### **E. VACANCIES DURING SCHOOL YEAR**

When a teacher resigns, becomes deceased, retires, has a doctor's release for the remainder of the school year or is granted an unpaid leave of absence, if the Board determines to fill the vacancy, the position will be posted and the replacement teacher will be given a limited contract for the remainder of the school year. The replacement teacher will automatically be nonrenewed effective at the end of the school year. Except when the position is within sixty (60) days prior to the end of the school year, the teacher will be hired on a substitute basis.

#### **F. REDUCTION IN FORCE (RIF)/RECALL**

- 1. REASONS FOR REDUCTION IN FORCE:** The Board may deem it necessary to reduce staff as the result of a decline in student enrollment, financial reasons, return to duty of professional staff members after leaves of absence, suspension of schools, or territorial changes affecting the district, elimination of programs due to termination of state or federal funds, or as the result of changes in course offerings and curriculum.
- 2. REDUCTION IN FORCE PROCEDURE:** If staff reduction is deemed necessary under Article 5(F)(1), the reduction shall be made as follows:
  - a. SUSPENSION OF CONTRACTS, NON-TENURED TEACHERS:** Suspension of contract shall occur to non-tenured teachers first and shall be based upon the recommendation of the Superintendent who shall recommend the suspension of contracts by area of certification/licensure beginning with the teacher who has the lowest rating on his/her evaluation. If two (2) or more teachers have comparable evaluations, layoff will occur in reverse order of seniority.
  - b. SUSPENSION OF CONTRACTS, TENURED TEACHERS:** If the suspension of contract is necessary for any tenured teacher, this shall be based upon the recommendation of the Superintendent who shall recommend the suspension of contracts by area of certification/licensure beginning with the teacher who has the lowest rating on his/her evaluation. If two (2) or more teachers have comparable evaluations, layoff will occur in reverse order of seniority.
  - c.** For the 2013-14 and 2014-15 school years, only the teachers' rating on the performance portion of the evaluation will be used for

layoff decisions. Evaluation ratings within the same category shall be considered comparable. If two (2) or more teachers have comparable evaluations, the teacher with the least seniority shall have his/her contract suspended first. For the 2013-14 and 2014-15 school years evaluation ratings within the categories of skilled and developing shall also be considered comparable with each other.

**d. EMPLOYMENT/SENIORITY DEFINED:** For purposes of this section, employment/seniority will be defined as the length of continuous service as a certificated/licensed employee in this district.

1. If two (2) or more employees have the same length of continuous service, seniority will be determined by:

- a. The date of the Board meeting at which the member was hired;
- b. The date the member signed his/her initial limited contract in the district;
- c. Overall years of teaching service in the district; and
- d. The member affected will be determined by the Superintendent.

**e. ATTRITION:** To the extent possible, the number of staff members affected by a reduction in force will be minimized by not employing replacements for staff members who retire, resign, or whose limited contracts are not renewed for reasons other than reduction in force.

**3. TEACHERS HOLDING TEMPORARY CERTIFICATE:** If a professional staff member has been required to obtain a temporary certificate to meet the requirements of the current teaching assignment and also holds provisional or higher certification in other teaching fields, that teacher shall be placed with the appropriate contract or higher certification areas for purposes of order of suspension of contracts.

**4. RECALL RIGHTS:** Members whose contracts have been suspended shall have rights to recall as follows:

**a. ORDER OF RECALL:** First recall shall be of tenured professional staff members in reverse order of layoff within the professional staff member's preferred area of certification, then by other areas of certification. The professional staff member's preferred area(s) of certification in any area(s) in which the member holds a professional license/certificate. If vacancies cannot be filled by tenured teachers, then non-tenured teachers, in reverse order of

layoff, shall be eligible first in preferred area of certification/licensure, then by other areas of certification/licensure.

- b. **TIME ON RECALL:** The recall list shall be maintained for a period of one (1) year after the effective date of the layoff. Thereafter, an employee on layoff shall lose his/her right to recall.
  - c. **NOTICE OF RECALL:** Notice of recall shall be sent via registered mail to the employee on the recall list who is eligible to be recalled to the vacancy. If the employee does not accept the position offered and/or does not respond within ten (10) days of receipt of the notice of recall to the employee, the employee shall be deemed to have rejected the offered position and shall be removed from the recall list.
5. **NOTIFICATION OF RIF TO ASSOCIATION:** When staff reduction is necessary as specified in Article 5(F)(1), the Superintendent shall give notice of the intent to recommend the suspension of contracts to the Association sixty (60) calendar days prior to Board action to reduce staff and to all professional staff members so affected sixty (60) calendar days prior to Board action to reduce staff.
6. **NOTIFICATION OF RIF DUE TO LOSS OF STATE OR FEDERAL FUNDS:** In the specified case of programs being terminated by loss of state or federal funds, and if time allows no notice, the Superintendent shall give no less than five (5) days written notice of the reduction to the specific staff member(s) whose contract is/are being suspended. A copy of said notice shall be sent at the same time to the Association.
7. **SENIORITY LISTING:** A list shall be prepared and kept updated ranking all tenured teachers in the district by seniority, giving areas of certification and present teaching and building assignment; then all non-tenured teachers in the district by seniority, giving areas of certification and present teaching and building assignment. The Association shall receive copies of this list and written reasons for the reduction in staff.

## **G. TERMINATION AND NON-RENEWAL**

- 1. **CONTINUING CONTRACT OR MULTI-YEAR CONTRACT TEACHERS:** Teachers on continuing contracts and teachers on multi-year limited contracts during the term of the contract shall be terminated for the reasons contained in and in the manner set forth in 3319.16 and 3319.161 of the Ohio Revised Code.
- 2. **LIMITED CONTRACT TEACHERS:** Teachers on limited contracts who are in the final year of their limited contract and are up for renewal may be non-renewed by the Board in the manner set forth in 3319.11 of the Ohio Revised Code. However, if for reasons as stated in Article 5(F)(1),

Reasons For Reduction In Force, the Board deems it necessary to reduce staff, the Board shall follow the provisions of Article 5(F) in lieu of non-renewing a teachers' contract. Exceptions will be upon the return to duty, of professional staff members, after leaves of absence. In this circumstance, the Board may choose to non-renew, RIF, or rehire the substitute replacement teacher employee for another available position.

3. **EXTENDED LIMITED CONTRACT:** When a teacher becomes eligible for a continuing contract, the Superintendent may recommend an extended limited contract for the duration of one or two years for professional development purposes.
- H. **CHANGES IN JOB DESCRIPTIONS:** Changes in job descriptions shall be in accordance with provisions of Ohio Revised Code 4117.
- I. **NOTIFICATION OF CONTINUING CONTRACT STATUS:** All limited and continuing contracts shall be issued in accordance with the law and shall not be contrary to the provisions of the contract between the Association and the Board.
- J. **CONTRACT SEQUENCE:** The initial employment contract of a bargaining unit member shall be for a term not to exceed one (1) year. Thereafter, if the bargaining unit member is not eligible for continuing contract status and is re-employed at the expiration of an expiring limited contract, the successor contract shall be for a term as follows:

First Contract	-	One Year Contract
First Renewal	-	One Year Contract
Second Renewal	-	Two Year Contract
Subsequent Renewals	-	Three Year Contract
- K. **EMPLOYMENT OF RETIRED TEACHERS:** Teachers who have retired and who are or will be receiving benefits through STRS may be employed by the Manchester Local School District Board of Education. There shall be no expectation that any such teacher, whether formerly an employee of the Manchester Local School District or not, will be offered employment. The District reserves the right to offer or not offer such employment selectively, based on the needs of the District, and no reason will be given for declining to offer such employment to anyone pursuant to this provision.
  1. **SALARY:** The salary to be paid to the retired teacher shall be based on the appropriate placement on the existing teacher salary schedule training column with years of experience being granted to a teacher hired pursuant to this provision to be determined by the Board but no less than five (5) years or more than fifteen (15) years. Retired teachers hired under this provision may progress on a yearly basis to a maximum of fifteen (15) years experience. To the extent this provision shall be in conflict with Chapter 3317 of the Ohio Revised Code or any other section of the Ohio

Revised Code, this subparagraph shall supersede and replace those sections of law with which it is in conflict.

2. **INSURANCE:** Individuals employed pursuant to this provision shall secure their health, dental, and/or vision insurance coverage as provided by the collective bargaining agreement. Returning retirees are not entitled to any life insurance, severance benefits or retirement incentive benefits.
3. **CONTRACT:** Teachers employed pursuant to this provision shall receive one (1) year limited contracts only and shall not be eligible for continuing contracts, regardless of their years of service or license held. Each one (1) year contract shall automatically expire upon the completion of the year and it shall not be necessary for the District to take formal action to not re-employ the employee pursuant to 3319.11, Ohio Revised Code, in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract.
4. **RIGHTS:** Teachers employed pursuant to this provision may not post for vacancies, do not maintain bumping rights, have no seniority rights over any other teacher, and are not required to participate in the evaluation process.
5. **LEAVES:** Teachers employed pursuant to this provision accumulate 1.25 days of sick leave each month for a maximum of thirty (30) days. They shall receive three (3) personal days but will not be eligible for a non-use stipend payment.
6. **TERMS:** All of the terms and conditions of employment, set forth in the preceding subsections, shall supersede and replace any sections of the Ohio Revised Code with which they are in conflict. Including but not limited to, sections 3319.11, 3319.111, 3319.12, 3319.17, Chapter 3307, 3313.202, 3319.08, 3319.141, 3317.13 and 3317.14.

## **ARTICLE 6 WORKING CONDITIONS**

- A. **PROFESSIONAL STAFF EVALUATION:** Procedures for professional staff evaluations, inclusive of evaluation timeline, are attached in Appendix G.
- B. **PERSONNEL FILES**
  1. **MAINTENANCE OF ONE FILE:** Only one personnel file shall be maintained for each employee at the Central Office and only one file at the assigned school. All file entries shall be signed and dated by the Supervisor submitting the entry. The bargaining unit member shall receive

a copy when the entry is made. The file shall contain a record of those who reviewed the file, if known, and the date of the review.

2. **FILE CONTENTS:** The file shall be limited to work performance, discipline and routine personnel data. No misleading, inaccurate, invalid information or anonymous documents shall be included in the file.
  3. **REVIEW OF FILE:** The employee shall be permitted to review the contents of the employee's file at all reasonable times and may be accompanied by an Association representative. In addition, the employee may permit, by written notice, an Association representative to review the employee's file. Access to the file by any person shall be in accordance with the provisions of the Ohio Public Records Act.
  4. **EMPLOYEE'S RIGHT TO RESPOND:** The employee shall have the right to rebut or add written comments to any information in the file.
- C. **PROGRAM-PLANNING:** When the Board elects to study, promote, or finance building program(s), other than day-to-day, and/or maintenance and repair work, it shall allow the Association president or designee to hear the plans, and participate in discussions relative to the plans. After this, the Board shall have the sole authority and responsibility in taking whatever action it feels necessary.
- D. **ACADEMIC FREEDOM:** Academic freedom will be granted to professional staff members in order to create in the classroom an atmosphere of freedom which permits students to raise questions dealing with critical issues of the time and which maintains an environment conducive to the study, investigation, presentation, and interpretation of facts which stress the interplay of ideas.
1. **CITIZEN COMPLAINT:** Reference Board Policy, KLD. Association President will be notified of any written complaints.
- E. **SCHOOL YEAR DEFINED:** The school year for regularly contracted professional staff members shall be defined as one hundred eighty-two (182) days. This is made up of one hundred eighty days of instruction and two days of in-service. The actual dates of service shall be set by the Board.
- F. **SCHOOL CALENDAR:** No Later than November 1 of each school year, the Superintendent and two (2) representatives of the Association shall meet to discuss and mutually agree to no more than two (2) proposed school calendars. The Association will then submit the two (2) proposed calendars to its membership for a vote. The Association shall notify the Superintendent within ten (10) days of receipt of the proposed calendars as to the results of the vote. The votes will be added to the OAPSE vote and the calendar with the most votes will be presented to the Board for adoption.
- G. **SCHOOL DAY:** The school day shall not exceed seven hours and thirty minutes except in cases of faculty meetings.

1. **FACULTY OR OTHER PROFESSIONAL MEETINGS:** Professional staff members may be required to remain after the end of their student day without additional compensation for up to 3 hours every two (2) months.
- H. **PLANNING TIME:** Professional staff members shall be given planning time each work day. This planning time shall consist of a minimum of 200 minutes per week. Administration shall strive to provide forty (40) consecutive minutes planning time per workday. If forty (40) consecutive minutes on any given work day is not possible, then the affected staff member shall have no less than thirty (30) consecutive minutes plus an additional twenty (20) consecutive minutes for each affected day. This additional ten (10) minutes per day shall increase the total two hundred minutes per week, respectively.
- I. **PERSONAL TELEPHONE USE:** All professional staff members of the bargaining unit shall have free access to a telephone in order to make emergency or private telephone calls. Private telephone calls will not interfere with regular class assignments during the school day.
- J. **FACULTY LOUNGE:** Professional staff members shall have at least one enclosed room designated as a Faculty Lounge in each school. Professional staff members shall be permitted to have coffee making devices in the lounges. Use of refrigeration will be available for professional staff members.
- K. **TEACHER WORK AREA:** A working area shall be provided for members who do not have use of their own classroom during their planning time.
- L. **INSTRUCTIONAL SUPPLIES, EQUIPMENT, FACILITIES NEEDS:** Prior to March 10 of each year, the Administration shall submit to each professional staff member a standard form to list the instructional supplies, equipment, facilities needed to perform the assigned teaching job for the following year. This form shall be returned to the building administrator by March 30 of each year. Said form shall be considered by the Board in developing budgeting plans for the coming school year, but shall not be binding on the Board.
  1. **MASTER BUILDING INVENTORY:** Bargaining unit members may be requested by the building administrator to complete an inventory.
- M. **MAINTENANCE REQUESTS:** Each teacher will be responsible for securing from the building administrator a maintenance form on which to report needed classroom repairs. Items needing attention shall be reported.
- N. **CALAMITY DAYS/SCHOOL CLOSINGS:** Should it be determined by the Superintendent that schools cannot be opened for students, the professional staff members will not be required to report to school. Should the opening of schools be delayed by the Superintendent, members may report on an equally delayed schedule if their personal safety is in jeopardy. Furthermore, if students are released early due to weather related hazardous road conditions, professional

staff members shall be released within thirty (30) minutes after the students are dismissed.

- O. TEACHING ENVIRONMENT/HEALTH AND SAFETY:** Professional staff members will work under safe and healthful conditions meeting the minimum provisions of ORC 4167.
- P. NOTIFICATION OF COMPLAINT:** In an effort to resolve all complaints internally, the administration will be notified of the situation and shall strive to resolve the situation expeditiously.
- Q. CLASS SIZE:** The Board shall strive to maintain a minimum class size suitable to the subject area, with special consideration for children, teachers, class space and funding available. In addition, the Board will comply with state minimums and Federal law pertaining to class size.
- R. INCLUSION:** Teachers shall receive in-service training, as needed, regarding Inclusion/IEPs at the beginning of each school year and/or throughout the school year. Any teacher assigned a special education/handicapped student shall have the right to participate in the IEP Conference and shall have the right to request to reopen any IEP established for a student assigned to his/her classroom. No bargaining unit member shall be required to administer medications, medical procedures, or other health or sanitary procedures except as required by job description and/or when standing in loco parentis.
- S. SUPPLIES, EQUIPMENT, TEXTS, AND INSTRUCTIONAL MATERIALS:** Professional staff members will be provided with texts, supplies, and other materials necessary to teach assigned courses. Each teacher shall receive a minimum of \$150.00 per year to purchase classroom supplies that are not available through regular channels. Receipts for the \$150.00 stipend must be submitted by April 1 of each year.
- T. PROFESSIONAL STANDARDS:** The Board will expect the professional staff members to dress appropriately and conduct themselves in a professional manner.
- U. DISTRICT CURRICULUM COUNCIL:** The Superintendent or his designee will work with the Association to establish a district curriculum council for the purpose of articulation of curricular issues, professional development, and programming.
- V. PARENT-TEACHER CONFERENCE:** Upon a parent's request, the teacher will have a conference with said parent at a mutually acceptable time. At times teachers recognize the need to meet with parents to discuss matters pertaining to the student. The teacher shall attempt to initiate a Parent-Teacher conference under such circumstances.
- W. DRUG TESTING:** If the Superintendent or designee has reason to believe that a member of the bargaining unit is under the influence of drugs and/or alcohol

while performing contractual duties, the Superintendent or designee may require the employee to take a drug and/or alcohol test at Board expense. Failure to take the test when directed to do so shall be grounds for dismissal.

- X. PROGRESSIVE DISCIPLINE:** An employee shall only be disciplined for just cause and discipline shall not be used as harassment. Equal treatment shall be afforded all bargaining unit members.
- 1. RIGHT TO HEARING:** No employee shall be disciplined without first having had a hearing with an Association representative of his/her choice present if the employee so requests.
  - 2. RIGHT TO WRITTEN STATEMENT:** The employee shall be given a written statement containing the charges and a copy shall be given to the Association President. The time and place of the hearing shall be mutually determined. The written statement shall notify the employee of his/her rights to Association representation.
  - 3. PURPOSE OF PROGRESSIVE DISCIPLINE:** Disciplinary action shall consist of a course designed to improve the quality of the employee.
  - 4. PROGRESSIVE DISCIPLINE PROCEDURE:** Except in cases where the presence of the employee on the job or at their work location shall pose a threat to the health and safety of the employee or others or the employee commits an act which is serious enough to warrant suspension or dismissal as determined by the Superintendent, the measures of discipline shall follow in the order listed below:
    - a. LEVEL I:** The first offense shall result in an informal discussion of the offense and a record of the discussion may be added to the employee's personnel file.
    - b. LEVEL II:** The second offense shall result in a formal written warning being added to the employee's personnel file.
    - c. LEVEL III:** The third offense may result in possible suspension without pay or termination.
  - 5. NOTIFICATION OF DISCIPLINE HEARING:** An employee and the respective Association building representative(s) shall receive notice of a discipline hearing no later than the end of the day prior to the day of the discipline hearing.
  - 6. DISCIPLINARY ACTION INVALIDATION:** All records of a disciplinary action shall be deemed invalid after two (2) years if there has been no same or similar action of the same offense. However, if disciplinary action is severe enough to result in a suspension, all records of these types of

disciplinary actions shall be deemed invalid after five (5) years, if there has been no same or similar action of the same offense.

7. **DISCIPLINE COMMENSURATE WITH OFFENSE:** Any discipline determined to be warranted shall be commensurate with the offense.
  8. **RIGHT TO GRIEVE:** An employee may appeal any disciplinary action directly to Level III of the Grievance Procedure. If the matter is not satisfactorily resolved at this level, the employee may proceed to arbitration. Any discipline that results in termination would be dealt with pursuant to 3319.16 of the Ohio Revised Code.
- Y. ALLEGATION OF UNPROFESSIONAL CONDUCT:** When the Board and/or its designee reports a bargaining unit member to the Ohio Department of Education (ODE) for an allegation of unprofessional conduct, the Board shall immediately inform the reported member of the action and provide a copy of the report submitted to ODE.
- Z. MILEAGE RATE:** Those professional staff members in the bargaining unit receiving a mileage allowance shall be paid the rate which is recognized allowable by IRS for business deductions.
- AA. EMPLOYEE/STUDENT ATTENDANCE AT MANCHESTER LOCAL SCHOOLS:** The children of employees will be permitted to attend Manchester Local Schools according to Board Policy JECB.
- BB. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE STRUCTURE:** In accordance with ORC 3319.22, Local Professional Development Committees (LPDCs) shall review and verify standards and requirements for obtaining, upgrading and renewing temporary, associate, provisional and professional educator licenses.
- CC. DISTRICT LPDC:** The District LPDC shall decide equivalent activities toward Continuing Education Units (CEUs); develop a format for individual professional development plan proposals for district-wide use; other appropriate district-wide program decisions; establish a district-wide entry-year program pursuant to Department of Education Rules and Regulations 3301-24-04; establish a mentor program as appropriate for the entry-year program and/or other assistance; establish appropriate training for all members of the district LPDC; review breaches of confidentiality and to establish and implement an Appeals Procedure.
1. **DISTRICT LPDC MEMBERSHIP:** The District LPDC shall be comprised of five (5) members, the majority of which shall be classroom teachers. A supplemental contract shall be issued for District LPDC members and the District LPDC Chair. The District LPDC shall be in place prior to the end of each school year.

- a. **LPDC ADMINISTRATOR MEMBERS:** Administrative members shall include two (2) administrators as designated by the Superintendent.
  - b. **LPDC TEACHER MEMBERS:** Three (3) teacher members, one (1) from the Elementary and one (1) from the High School, and one (1) at large member shall be elected by simple majority by all teachers by May 1.
  - c. **ELECTION AND TERMS OF LPDC TEACHER MEMBERS:** A LPDC election chair shall be appointed by the Association President. The election chair shall select two (2) additional association members to serve on the election committee. The election shall be conducted by secret ballot with nominations held five (5) workdays prior to the election. LPDC members shall be elected to two (2) year terms in a staggered rotation. Every odd year, one (1) High School and one (1) Elementary teacher members' terms will expire and every even year, the at large teacher member's term will expire. Committee members may succeed themselves.
  - d. **FILLING VACANCIES OF TEACHER MEMBERS:** Should a vacancy occur among the teacher members of the LPDC, the next-highest vote-getter for that position shall fill the unexpired term. If there is no such person, a special election shall be held.
2. **DISTRICT LPDC OPERATING PROCEDURES:** Members of the District LPDC shall elect a chairperson at the first meeting of each year. Additionally, the LPDC shall determine its operating procedures and meetings schedule by consensus. Meetings shall be held, when possible, to keep district costs at a minimum. Where consensus is not possible, a vote of 70% of the full membership of the committee shall be required for action.
  3. **LPDC PLAN REVIEW AND APPROVAL:** The LPDC shall review and approve individual professional development plan proposals by teachers and administrators based on the format and program established by the District LPDC and the rules and regulations of the Ohio Department of Education.
  4. **TEACHER INDIVIDUAL PROFESSIONAL DEVELOPMENT PLAN:** In accordance with ORC 3319.22 and Department of Education Regulations 3301-24-08, each educator wishing to fulfill the license renewal or upgrade requirements is responsible for the design of an individual professional development plan as established by the District LPDC. The plan shall be based on the needs of the educator, the students, the school, and the school district.

5. **APPEALS PROCESS:** An educator may request a written explanation of the decision of the LPDC and may appeal the decision to the District LPDC. Upon receipt of an appeal, the District LPDC shall meet within ten (10) days with the educator and representative(s) of the building level LPDC. The appeal shall be filed with the Chairperson of the District LPDC. The decision of the District LPDC shall be final and binding, however, an educator shall retain the right to file a grievance or other appropriate legal action relating to allegations of unlawful discrimination.
6. **CONFIDENTIALITY:** All members of the District LPDC shall keep confidential all discussions, actions, materials and other information. Breaches shall be reported to the District LPDC for appropriate action.

**DD. RESIDENT EDUCATOR MENTORS:**

Resident Educator Mentors shall be chosen on a voluntary basis from among those members that are eligible. Mentors must complete all state mandated requirements to be eligible to serve as a mentor.

Compensation to be determined by Committee reviewing all Supplementals and as approved by both parties.

**ARTICLE 7  
LEAVES OF ABSENCE**

**A. PERSONAL LEAVE**

1. **PERSONAL LEAVE ACCUMULATION:** Up to three (3) days of unrestricted personal leave shall be granted per school year.
2. **NOTIFICATION OF USE OF PERSONAL LEAVE:** Notice shall be given to the principal at least seventy-two (72) hours in advance in writing. In an emergency situation which makes it impossible to give the seventy-two (72) hour notice, this requirement will be waived provided notice is given promptly by the member upon his/her discovering the need to use personal leave. Leave forms must be filed with the building secretary within two (2) weeks upon return to work. Failure to submit the personal leave form will result in the leave being unauthorized and will be treated as an unpaid day.
3. **RESTRICTIONS ON USE OF PERSONAL LEAVE:** Personal leave shall not be contiguous to a school vacation or holiday unless approved by the Superintendent. Personal leave shall be taken in units no smaller than one-half day. No more than 10% of the building membership may use personal leave on any given day unless for emergencies approved by the Superintendent. Personal days may not be used during the last ten (10)

days of the school year unless for emergencies, approved by the Superintendent.

**B. SICK LEAVE**

1. **ANNUAL ALLOWANCE:** Sick leave will accrue at the rate of 1.25 days for each completed month of service to the maximum of fifteen (15) days for each completed year of service to be used for absences caused by illness or physical disability of the member or immediate family.
2. **IMMEDIATE FAMILY DEFINED:** For the purpose of injury or illness or death in one's immediate family, immediate family will be interpreted as spouse, child, father, mother, sister, brother, grandparent, grandchild, father-in-law, mother-in-law, stepchild.
3. **OTHER FAMILY:** With the approval of the Superintendent or designee, up to two (2) days of sick leave may be used due to sickness or injury or death to anyone not listed above residing in the same household.
4. **RE-EMPLOYMENT; CREDIT FOR PREVIOUS PUBLIC EMPLOYMENT:** Pursuant to state law (Section 3319.141), a member re-employed by the Board will receive full credit for sick leave accumulated both in the prior employ of the Board and in the employment of other agencies of the State of Ohio listed above shown in the records of the last employing organization to 200 days accumulation within ten (10) years of leaving the previous employment.
5. **NOTIFICATION OF SICK LEAVE:** When an employee is sick and unable to report for work, he/she shall notify his/her building principal or designee no later than sixty (60) minutes before the start of his/her work day. Failure to do so will result in the day being unpaid, unless there is good cause for the failure of notification.
6. **ACCUMULATION OF SICK LEAVE:** The maximum number of sick leave days accumulated shall be 200 days.
7. **APPROVED USE OF SICK LEAVE DAYS:** Sick leave may be used by all professional staff members for those reasons and situations enumerated in the state statute (ORC 3319.141) personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, or for absence due to illness, injury or death in the employee's immediate family. Leave forms must be filed with the building secretary within two weeks upon return to work. Failure to submit the sick leave form will result in the leave being unauthorized and will be treated as an unpaid day. Leave forms for long term absences will be handled through the mail.

8. **SICK LEAVE USE/ACCUMULATION ON LEAVE OF ABSENCE:** No employee shall lose his/her accumulated allowance of unused days of sick leave by reason of having been on leave of absence nor shall he/she accumulate any additional days of allowance during his/her leave of absence.
  9. **EXCESSIVE USE OF SICK LEAVE:** A teacher may be required to provide a medical explanation after ten (10) days absence during a school year. If the immediate supervisor suspects he/she is abusing sick leave, he/she may be required to obtain a physician's statement.
  10. **EXHAUSTION OF SICK LEAVE:** In the event a teacher uses all of his/her sick leave, the Board shall permit said employee to remain on current board insurance plan under FMLA and under COBRA requirements provided said employee pays any and all insurance premiums to the district. As a condition of said agreement, the teacher furnishes the Board written verification from a physician of the need for the teacher to remain away from employment.
  11. **FALSIFICATION OF SICK LEAVE USE:** If an employee falsifies a request for sick leave, he/she shall be subject to discipline under Article 6(X). The falsification of sick leave statement is grounds for suspension or termination of employment.
  12. **SICK LEAVE ADVANCEMENT:** Each new employee or member who has exhausted all of their accumulated sick leave, shall be advanced a maximum of five (5) days sick leave, which shall be paid back to the Board upon future accrual by the employee. This advancement is only available once per school year. These five days shall be part of the total number of accumulative days to which the employee is entitled for the year of employment.
- C. **SICK LEAVE BANK:** The purpose of the Sick Leave Bank is to provide paid days for serious personal illness or family illness or death to contributors to the bank who have exhausted their accumulated sick days. Allotments will be limited to participating employees for use only in cases of illness, injury, non-elective surgery occurring under unusual, severe or emergency conditions or death as determined by the Sick Leave Bank Committee (SLBC).
1. **ENROLLMENT:** Employees may enroll in the Sick Leave Bank during the month of September of each school year.
  2. **CONTRIBUTION REQUIREMENT:** Upon enrollment, a member shall contribute one (1) of his/her accumulated sick days to the Sick Leave Bank by September 30th. Days contributed to the Sick Leave Bank are non-returnable. The sick leave bank balance may not exceed 130 days at

any time. Any member may contribute up to three (3) additional days each year.

3. **ASSESSMENTS:** Whenever the total number of available days in the Sick Leave Bank falls below thirty (30), the SLBC may require the Sick Leave Bank enrollees to donate up to one (1) additional day of their accumulated sick days to the Sick Leave Bank.
  4. **SICK LEAVE BANK COMMITTEE:** The Sick Leave Bank Committee shall be composed of the Association President and two (2) participating members appointed by the Association President for one (1) year terms.
  5. **SLBC RESPONSIBILITIES:** The SLBC shall review and approve or deny all applications to the Sick Leave Bank. The SLBC shall also determine the necessity for additional contributions to the bank and shall notify bank members of the need for said contributions. The SLBC shall be responsible for reporting data concerning the Sick Leave Bank to the Treasurer. Decisions of the SLBC are final.
- D. UNPAID LEAVE FOR PERSONAL ILLNESS OR DISABILITY:** A member who is unable to teach because of personal illness or disability may be granted an unpaid leave, up to two (2) years pursuant to ORC 3319.13.
- E. ASSAULT AND BATTERY:** Any individual assaulted as a result of his/her employment or assignment of duties, the Board will grant a leave of absence for a maximum of thirty (30) days per member each school year. The leave may be extended by the Board of Education. The leave will be granted with full pay and benefits status. Assault leave will not be charged to sick leave or any other leave.
1. **NOTIFICATION OF ASSAULT:** The teacher will report the incident to a building administrator immediately.
  2. **NOTIFICATION OF USE OF ASSAULT LEAVE:** Members may request assault leave upon notification to their Building Principal.
  3. **CONFERENCE REGARDING ASSAULT:** Within the suspension period, a conference shall be held with the student, parents, teacher, and administrator and/or a representative of the parties involved. A mutual, acceptable agreement should be reached. A reasonable effort will be made to reassign the student at teacher's request.
  4. The bargaining unit member shall agree to cooperate fully in pursuing any legal or police action by the Board or the State on behalf of the bargaining unit member and/or the Board of Education.

5. Falsification of either the signed statement of the events or circumstances surrounding the assault or the physician statement shall be grounds for disciplinary action.
- F. CHILD CARE LEAVE:** Upon expiration of sick leave for pregnancy, health leave without pay for the purpose of having a baby, the birth of a baby if no sick or health leave is requested, or the adoption of a pre-school aged child three (3) years or younger, a professional staff member requesting a leave to remain home with the new child shall be granted a leave without pay by the Board.
1. **APPLICATION FOR USE OF CHILD CARE LEAVE:** Except in emergency situations, the member eligible for and desiring the child care leave shall make application for child care leave with the Board at least thirty (30) days prior to the anticipated starting date of the leave.
  2. **LENGTH OF CHILD CARE LEAVE:** At a maximum, child care leave shall be for no more than the remainder of the school year in which it becomes effective, unless the effective date of the leave begins between February 1 and the start of the next school year, in which case it shall be for the remainder of the year in which the leave commences, if any, and the following year, if so requested by the professional staff member. The return of the member on leave shall be at the start of the school year.
  3. **REINSTATEMENT RIGHTS FROM CHILD CARE LEAVE:** A member granted a child care leave shall be returned to a position in the member's area of certification/licensure.
  4. **CONTINUATION OF HEALTH BENEFITS:** Professional staff members on approved unpaid leaves of absence shall have the right to continue coverage of all health benefits at the member's expense as per COBRA regulations.
  5. **PURCHASE OF LEAVE TIME FOR RETIREMENT PURPOSES:** In the event the member on child care leave wishes to purchase the time on leave for retirement purposes, the member shall pay the Board's share, as well as their own, for the cost of purchasing the time on leave for retirement purposes.
- G. FAMILY AND MEDICAL LEAVE:** An employee shall be granted an unpaid leave of absence of up to twelve (12) work weeks pursuant to the terms and conditions of the Family and Medical Leave Act of 1993 (FMLA) and the regulations of the Department of Labor under the FMLA (FMLA regulations).
1. **FMLA YEAR DEFINED:** For purposes of leave under the FMLA, a year shall be defined as a contract year, July 1 through June 30.

- H. **PROFESSIONAL LEAVE:** Each professional staff member is entitled to professional leave each year upon approval of the Superintendent. The Superintendent shall not arbitrarily deny professional leave requests.

## **ARTICLE 8 FRINGE BENEFITS**

### **A. SEVERANCE PAY (REGULAR)**

1. **ELIGIBILITY FOR SEVERANCE PAY:** Any professional staff member who resigns his/her employment with the Board for the purpose of retirement and meets all of the following requirements as of his/her last day shall be eligible for severance pay:
  - a. Retirement (disability or service) from active service with the public schools of Ohio.
  - b. The member must be eligible to participate in and receive benefits from the State Teachers Retirement System beginning the first day after his/her last day of employment with the Board.
2. **AMOUNT OF SEVERANCE PAY (REGULAR):** Retirement severance pay will be one-fourth of a member's unlimited accumulation of unused sick leave. For severance purposes only, sick leave accumulation will be calculated over the amount specified in Article 7. Teachers will receive a monthly report showing the accumulation and balance of the severance pay account. Supplemental contract salaries are not included in the calculation for this provision.

- B. **SUPERSEVERANCE:** Any member who becomes eligible for retirement through STRS by obtaining any one of the eligibility categories listed below will receive severance pay from the Board in an amount equal to 50% (maximum of 100 days) of his/her unused accumulated sick leave, as provided in Article 7 of this contract, provided the employee retires at the end of the school year in which the member first becomes eligible to retire. Eligibility categories are as follows:

- 30 years of eligible service credit at any age.
- 25 years of eligible service and at least 55 years of age.
- 5 years or more of eligible service credit and 60 or more years of age.

1. **CALCULATION OF SUPERSEVERANCE PAYMENT:** Supplemental contract salaries are not included in the calculation for this provision.

2. **DISABILITY EXCLUSION:** In addition, employees applying for and/or receiving disability retirement are not eligible to participate in this plan.
3. **SUPERSEVERANCE RETIREMENT PROCEDURE:** In order to implement this provision, an eligible member must resign for retirement purposes effective the last day of the school year, with said resignation being received by the personnel officer no later than April 1 of the year the employee first meets any one of the above retirement criteria.
4. **SUPERSEVERANCE LIMITATION:** A member must take advantage of this plan when he/she first meets any of the criteria for retirement eligibility set forth in Article 8(B) or he/she will forfeit the right to this retirement program forever.
5. **PAYMENT OF SUPERSEVERANCE:** Payment under this plan will be made in a lump sum at the time of retirement. At least thirty (30) days prior to payment of superseverance, the district shall provide the employee with a list of Board approved 403 (B) and 457 providers and the opportunity to roll their superseverance payment into one of the accounts.

**C. HOSPITALIZATION AND MAJOR MEDICAL/DENTAL/AND OPTICAL INSURANCE:** The Board shall maintain the current insurance plan with United Health Care through July 1, 2016. The Employee contribution for a single and family plan shall be 5% per month of the monthly premium of the health, dental and vision insurances in fiscal year 2014. The Employee contribution for a single and family plan shall be 6% per month of the monthly premium of the health, dental and vision insurances for fiscal year 2015. The Employee contribution for a single and family plan shall be 7% per month of the monthly premium of the health, dental and vision insurances in fiscal year 2016. The Board shall pay the remaining portion of the premiums for single and family coverage for all bargaining unit members employed by the Board. If the premium increases by more than 8% in any year, the insurance committee shall meet to mutually agree to changes to the plan to reduce the premium increase to 8% or less. If the committee cannot mutually agree to changes to reduce the premium then the parties agree to reopen the contract to negotiate insurance contribution.

1. **PART-TIME EMPLOYEES:** Part-time employees shall receive a prorated amount of the Board contribution toward hospitalization and major medical, dental and optical insurances (e.g., The Board shall pay 50% of the premium it pays for a full-time employee for a 50% part-time employee).
2. **CHANGE OF CARRIER:** The Board and the Association agree to reopen negotiations should either party propose a change of carrier. Immediate notice shall be given to the other party regarding the proposed change. Provisions of Article 3, Negotiations, shall govern these in-term negotiations.

3. **JOINT INSURANCE REVIEW COMMITTEE:** When requested by either party, the Board and the Association shall jointly establish a committee composed of three (3) Association representatives, appointed by the Association president, and three (3) representatives of the Board to review the current and other insurance programs, including funding options. This committee shall be advisory in nature and shall have no authority to bargain or modify the existing collective bargaining agreement as it pertains to all current and other insurance programs. Any proposed changes to these programs shall be referred to the parties for review and possible action.
  4. **INSURANCE OPT-OUT:** A bargaining unit member employed by the Board on a full-time basis may annually elect to withdraw from the medical/hospitalization benefits as provided in Article 8(C) and shall receive a rebate of five thousand dollars (\$5,000). If the employee wants dental/vision insurance, the opt-out rebate decreases to three thousand dollars (\$3,000). The rebate shall be paid with the first payroll check in June of the insurance year in which the employee has "opted out." A bargaining unit member who has "opted out" shall notify the District Treasurer by August 30<sup>th</sup>. A bargaining unit member who has opted not to participate in the insurance program shall have the right to reenter the program should a qualifying event as defined by the applicable insurance policy occur. Any bargaining unit member reentering the insurance program during the year shall forfeit any rebate.
  5. **HUSBAND/WIFE EMPLOYED BY THE DISTRICT:** If a husband and wife are both employed by the District, the district shall pay one hundred percent (100%) of the family plan or one hundred percent (100%) of the cost of two single plans for said employees. Husbands and wives employed by the District shall not be eligible for this insurance opt-out provision. If a couple has no dependents, they will carry single plans.
- D. **IRS SECTION 125 PLAN:** A 125 Plan, Parts A & B, will be implemented with a mutually agreed upon provider.
- E. **LIFE INSURANCE:** The Board shall provide \$50,000, 100% Board paid, term life, double indemnity, insurance to each member of this bargaining unit. Upon agreement with the insurance carrier, additional policies may be purchased by the employee for other immediate members of the family.

## **ARTICLE 9 COMPENSATION**

### **A. PAYROLL PRACTICES:**

1. **PAY CHECKS:** All employees hired after June 30, 2013 shall have their pay electronically deposited into the bank of their choice. All other employees' pay shall be electronically deposited in the bank of their choice or they shall pay \$2.00 each pay to receive a paper check. Pay shall be electronically deposited on or before the 15<sup>th</sup> and the 30<sup>th</sup> of the month except for the final December pay, which will be electronically deposited on the last regular working day before Christmas. For those staff members who receive a paper check, the check will be available in the Treasurer's office on the foregoing dates.

### **B. INDEXED SALARY SCHEDULE:** Bargaining unit members shall be paid according to the salary schedule contained in the appendices to this contract.

1. **PLACEMENT ON INDEXED SALARY SCHEDULE:** Each teacher's training level shall be reflected by proper placement on the appropriate column of the salary Schedule.
  - a. **ACCREDITED DEGREES AND HOURS:** All degrees and hours earned must be from colleges and universities recognized and accredited by the Ohio State Department of Education for certification/licensure purposes. All transcripts must be filed in the Treasurer's office by September 15<sup>th</sup> each year.
  - b. **MA + 15 COLUMN:** In addition, all hours for placement on the MA + 15 column must be graduate hours earned after receipt of a Master's Degree and in subjects approved in advance by the LPDC committee. These hours must be earned from colleges and universities recognized and accredited by the Ohio State Department of Education for certification/licensure purposes.
  - c. **ADVANCED COLUMN:** To qualify for placement on the "Advanced" column the teacher must earn 15 pre-approved Master level or above semester hours beyond the 15 hours earned for placement on the MA +15 column.
    1. Approval Committee -- The committee will be composed of the superintendent, elementary principal and assistant principal, high school principal and assistant principal. Any coursework completed prior to September 12, 2013 will be evaluated by the committee to meet the qualifications of the "Advanced" column.

2. Qualifying Coursework – The following coursework would be considered for the “Advanced” column:
    - a. Coursework toward degrees qualifying the teacher to Instruct dual credit classes.
    - b. Coursework within teaching assignment or content (fine arts).
    - c. Coursework in curriculum, advanced teaching methods, educational leadership, law, administration and special education.
    - d. Coursework in special teaching endorsements, i.e. reading, etc.
    - e. Workshops will NOT qualify.
  3. Appeals Process – Decisions of the Approval Committee may be appealed to the MLSD Board of Education. The decision of the Board of Education is final.
- C. HOURLY TEACHER PAY:** The rate for all hourly certified teachers and other employees who are members of this bargaining unit shall be set at \$27.50 per hour. This payment shall be excluding adult classes that shall be posted at a pay rate equal to that of surrounding/competing programs. Grant-funded programs shall be paid at the rate specified in the grant.
- D. INTERNAL SUBSTITUTE:** When all efforts have been exhausted to secure substitute teachers, certified employees will be solicited to cover periods for absent teachers to be paid at \$15.00 per period. If teachers are covering multiple classes during their planning period those teachers shall be paid \$27.50 per period. This provision shall apply to planning periods. Furthermore, if substitutes are not available and classes are split among teachers at the elementary level, each teacher shall receive \$27.50 per day.
- E. SUMMER SCHOOL:** When summer school is integrated as a part of the regular curriculum, professional staff members will be reimbursed as per the hourly teacher pay determined in this Article.
- F. SUPPLEMENTAL CONTRACTS:** The supplemental Salary Index (Appendix E) will be referred to a committee for review. The committee shall be made up of three Association members appointed by the Association and two Board Appointed Representatives. This committee shall make a recommendation to the Board and Association for approval no later than January 10, 2014. Once the new Supplemental Salary Index is approved by both parties, it will become

effective with any activities that begin following the date of approval by both parties.

1. **SUPPLEMENTAL CONTRACT REVIEW COMMITTEE:** A committee of administration representatives and members appointed by the Association President will develop supplemental job descriptions and evaluation forms. Additionally, the Supplemental Contract Review Committee shall review the supplemental pay schedule.
2. **SUPPLEMENTAL VACANCY NOTICE:** All supplemental positions in the district will be posted for ten (10) calendar days in each school office within ten (10) days of the creation of the vacancy.
  - a. **NEW SUPPLEMENTAL POSITIONS:** All newly created bargaining unit supplemental positions shall be posted prior to implementation of a new position.
  - b. **NON-BARGAINING UNIT PERSONNEL:** Vacancies may be advertised in the local newspapers after all qualified bargaining unit members have been considered for a position and have been responded to in writing for the reasons they have not been recommended for the position.
  - c. **POSTING OF POSITIONS:** Any person currently holding a supplemental position who wishes to retain that position the following year, shall inform the Board of their intent by April 1 of each year. If the Board chooses to award that position again to that person, it shall inform them by April 30 and will not post those supplemental positions.
3. **FILLING OF SUPPLEMENTAL VACANCIES:** All bargaining unit supplemental positions must be offered to bargaining unit members providing they meet all qualifications for a position. Job descriptions and qualifications will be listed in the Administrative Building and supplied to all interested applicants.
  - a. **SUPERINTENDENT DETERMINATIONS:** Superintendent has sole discretion in determining whether an applicant meets qualifications for a position. If the Superintendent determines that no bargaining unit member is qualified for a supplemental position, the position may be offered to a non-bargaining unit member.
4. **SUPPLEMENTAL GRIEVANCES:** Supplemental contracts are not subject to the grievance procedure pertaining to employment, providing all guidelines have been followed.
5. **SUPPLEMENTAL PAYMENT PROCEDURES:** All athletic supplemental contracts will be paid half mid-way through the season and the balance at

the end of the season following submission of inventory and paperwork. Year long non-athletic supplemental contracts will be paid half on December 15 and the balance on May 30 each year. If co-advisors are hired for a supplemental position, the money will be divided and separate payments issued as agreed upon by the advisors and their supervisor in a written contract. If an administrator is given a bargaining unit member's supplemental position, they shall be paid on the same index as the bargaining unit member.

- G. EXTENDED SERVICE PER DIEM:** The per diem rate for persons on extended service shall be figured with one hundred eighty-two (182) used as the denominator. As a matter of procedure, the Board will issue each member a supplemental contract for extended service. However, in no event shall any current professional staff member receive less extended service days than they are currently receiving. Beginning with the 2007-2008 school year, the Vo-Ag extended days shall be reduced from 42 days to 30 days.

Beginning with the 2008-09 school year, the high school counselor's extended days will be increased by 5 days for the purposes of OGT testing as long as it is a requirement.

- H. STIPEND FOR IN-SERVICE ACTIVITIES OR CURRICULUM DEVELOPMENT:** A stipend offered for in-service activities or curriculum development shall be paid according to the following schedule:

**Category 1:** Stipends from other local grants will be paid according to any limitations set forth in those grants.

**Category 2:** Stipends for in-service or curriculum development activities that are paid through the school district's general fund will be paid thirty-two dollars (\$32.00) per hour.

Stipends will not be paid for in-service opportunities that are not required. All stipends that are paid must go through payroll for tax purposes.

- I. PERFECT ATTENDANCE BONUS:** All bargaining unit members who have perfect attendance (miss zero (0) days including: personal leave, sick leave or unpaid leave) during the school year shall receive a perfect attendance bonus equal to five (5) days their per diem rate. For those employees who do not have perfect attendance, they will receive a stipend of one hundred twenty five dollars (\$125) for each unused personal leave day(s). These stipends are to be payable in July.

- J. TUITION REIMBURSEMENT**

The Board shall allocate a sum of fifteen thousand dollars (\$15,000) per year (September - August) for tuition reimbursement. From this fund, the Board shall reimburse one hundred percent (100%) of tuition costs of a successfully

completed graduate course which qualifies for certification/license renewal, re-certification of the employee, or course work that is related to the current assignment or area of certification of the employee.

Tuition costs shall be limited to six (6) semester hours or equivalent quarter hours per teacher applicant each year. However, in the event that the total request for tuition reimbursement exceeds fifteen thousand dollars (\$15,000) per year, then teachers requesting payment shall be paid on a pro-rata basis from this fund.

All documentation must be on file by June 15<sup>th</sup> and reimbursement shall be paid June 30<sup>th</sup>. To receive the reimbursement, the employee must currently be an employee of the Manchester Local School District and the classes must be taken following the employee's first day of work.

#### **K. HOME INSTRUCTION**

Home Instruction shall be paid at the hourly teacher pay as provided in Article 9(C). Members shall be paid mileage at the current IRS rate in effect at that time, if instruction is to occur at the student's home.

**ARTICLE 10  
EFFECTS OF AGREEMENT**

- A. **DURATION:** This agreement will begin on July 1, 2013 and end June 30, 2016.
- B. **ENTIRE AGREEMENT:** This contract constitutes the entire and complete agreement between the two parties. All prior contracts and agreements are hereby declared null and void.
- C. **AMENDMENTS AND MODIFICATIONS:** The provisions of this contract cannot be changed, altered, modified or deleted by either party unless with mutual agreement.
- D. **PROVISIONS CONTRARY TO LAW:** If any provisions of this document or any agreement reached through this document, or any application shall be found contrary to law, then such provision or application shall be deemed invalid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In such case, the parties shall meet no later than ten (10) days after any such ruling for the purpose of renegotiating the provisions affected.
- E. **EXECUTION OF CONTRACT:** This contract is executed by the duly authorized representatives of the Manchester Ohio River Educators and the Manchester Local School District Board of Education on the 23rd day of September, 2013.

IN WITNESS THEREOF THE FOLLOWING REPRESENTATIVES DO AFFIX THEIR SIGNATURES:

FOR THE ASSOCIATION

Caroline Grooms

President

Ch. J. McPhee

Negotiations Team Member

\_\_\_\_\_  
Negotiations Team Member

FOR THE BOARD

[Signature]

President

[Signature]

Superintendent

[Signature]

Negotiations Team Member

**APPENDIX A**

**GRIEVANCE PROCEDURE FORM**

Grievance # \_\_\_\_\_

Grievant's Name \_\_\_\_\_

Grievant(s) School or Assignment \_\_\_\_\_

\_\_\_\_\_

Name Principal, Administrator, or Board \_\_\_\_\_

\_\_\_\_\_

Date Grievance Occurred \_\_\_\_\_ Date of Formal Filing \_\_\_\_\_

Person(s) to Whom Grievance is Directed \_\_\_\_\_

Initiated on Level \_\_\_\_\_

Specific Articles of Contract Alleged to have been violated \_\_\_\_\_

\_\_\_\_\_

Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Action Requested: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Have you discussed this with your immediate Supervisor? \_\_\_\_\_ Yes \_\_\_\_\_ No

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

\_\_\_\_\_

*NOTE: Please attach the written decision from previous level(s).*

**APPENDIX B**

**SICK LEAVE BANK ENROLLMENT FORM**

Name \_\_\_\_\_

Building Assignment \_\_\_\_\_

Date \_\_\_\_\_

I am a member of the bargaining unit. I am donating one (1) sick leave day to the Sick Leave Bank for the purpose of enrolling in the Sick Leave Bank. I understand that donated sick leave days are non-returnable and that I may be asked to donate additional sick leave days to the bank should that need be determined by the Sick Leave Bank Committee.

Member Signature \_\_\_\_\_

---

**FOR TREASURER'S USE ONLY**

I certify that the above named person has donated one (1) sick leave day to the Sick Leave Bank and is therefore entitled to participate in the Sick Leave Bank. The one (1) donated sick leave day will be subtracted from the member's current total accumulated sick leave days and will be reflected on the member's pay receipt.

As of the date of this application, the member has \_\_\_\_\_ total accumulated sick leave days.

Current accumulated sick leave days \_\_\_\_\_

\_\_\_\_\_ -1

Balance of accumulated sick leave days \_\_\_\_\_

Treasurer's Signature \_\_\_\_\_ Date \_\_\_\_\_

*NOTE: After processing the SLB application, forward a copy to the Association President.*

**APPENDIX C**

**SICK LEAVE BANK ALLOTMENT APPLICATION**

Applicant must be a bargaining unit member and a member of the Sick Leave Bank to request an allotment of sick leave days.

**PART A** (To be completed by the applicant)

Name \_\_\_\_\_

Building Assignment Date \_\_\_\_\_

Number of sick leave days requested \_\_\_\_\_

Reason(s) for request: (Attach documentation, i.e. doctor's statement[s] or death notice.)

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

**PART B** (To be completed by the Treasurer)

I certify that the above named applicant has zero (0) accumulated or Board-advanced sick leave days as of the date of this application.

Treasurer's Signature \_\_\_\_\_ Date \_\_\_\_\_

**PART C** (To be completed by Sick Leave Bank Committee)

Allotment request \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

Number of sick leave days approved for the above allotment request \_\_\_\_\_

SLBC Chairperson's Signature \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX D**

**Manchester Local Schools**  
*2013-2014 and 2014-2015 Teacher Salary Index*

<b>Base</b>	<b>\$34,525</b>				
<b>6% Raise Step</b>	<b>BA (0.038)</b>	<b>150 Sem Hrs (0.043)</b>	<b>MA (0.048)</b>	<b>MA + 15 (0.053)</b>	<b>Advanced (0.053)</b>
0	\$34,525 1	\$35,837 1.038	\$37,805 1.095	\$39,428 1.142	\$41,050 1.189
1	\$35,837 1.038	\$37,322 1.081	\$39,462 1.143	\$41,257 1.195	\$42,880 1.242
2	\$37,149 1.076	\$38,806 1.124	\$41,119 1.191	\$43,087 1.248	\$44,710 1.295
3	\$38,461 1.114	\$40,291 1.167	\$42,776 1.239	\$44,917 1.301	\$46,540 1.348
4	\$39,773 1.152	\$41,775 1.21	\$44,434 1.287	\$46,747 1.354	\$48,370 1.401
5	\$41,085 1.19	\$43,260 1.253	\$46,091 1.335	\$48,577 1.407	\$50,199 1.454
6	\$42,397 1.228	\$44,744 1.296	\$47,748 1.383	\$50,407 1.46	\$52,029 1.507
7	\$43,709 1.266	\$46,229 1.339	\$49,405 1.431	\$52,236 1.513	\$53,859 1.56
8	\$45,021 1.304	\$47,714 1.382	\$51,062 1.479	\$54,066 1.566	\$55,689 1.613
9	\$46,333 1.342	\$49,198 1.425	\$52,720 1.527	\$55,896 1.619	\$57,519 1.666
10	\$47,645 1.38	\$50,683 1.468	\$54,377 1.575	\$57,726 1.672	\$59,348 1.719
11	\$48,956 1.418	\$52,167 1.511	\$56,034 1.623	\$59,556 1.725	\$61,178 1.772
12	\$50,268 1.456	\$53,652 1.554	\$57,691 1.671	\$61,385 1.778	\$63,008 1.825
13	\$51,580 1.494	\$55,136 1.597	\$59,348 1.719	\$63,215 1.831	\$64,838 1.878
14	\$52,892 1.532	\$56,621 1.64	\$61,006 1.767	\$65,045 1.884	\$66,668 1.931
17	\$53,548 1.551	\$57,381 1.662	\$61,834 1.791	\$65,960 1.9105	\$67,583 1.9575
19	\$54,204 1.57	\$58,106 1.683	\$62,663 1.815	\$66,875 1.937	\$68,498 1.984
23	\$55,516 1.608	\$59,590 1.726	\$64,320 1.863	\$68,705 1.99	\$70,327 2.037
26	\$56,828 1.646	\$61,075 1.769	\$65,977 1.911	\$70,535 2.043	\$72,157 2.09

## Manchester Local Schools 2015-2016 Teacher Salary Index

Base 0% Raise Step	\$34,525				
	BA (0.038)	150 Sem Hrs (0.043)	MA (0.048)	MA + 15 (0.053)	Advanced (0.053)
0	\$34,525 1	\$35,837 1.038	\$37,805 1.095	\$39,428 1.142	\$41,050 1.189
1	\$35,837 1.038	\$37,322 1.081	\$39,462 1.143	\$41,257 1.195	\$42,880 1.242
2	\$37,149 1.076	\$38,806 1.124	\$41,119 1.191	\$43,087 1.248	\$44,710 1.295
3	\$38,461 1.114	\$40,291 1.167	\$42,776 1.239	\$44,917 1.301	\$46,540 1.348
4	\$39,773 1.152	\$41,775 1.21	\$44,434 1.287	\$46,747 1.354	\$48,370 1.401
5	\$41,085 1.19	\$43,260 1.253	\$46,091 1.335	\$48,577 1.407	\$50,199 1,454
6	\$42,397 1.228	\$44,744 1.296	\$47,748 1.383	\$50,407 1.46	\$52,029 1.507
7	\$43,709 1.266	\$46,229 1.339	\$49,405 1.431	\$52,236 1.513	\$53,859 1.56
8	\$45,021 1.304	\$47,714 1.382	\$51,062 1.479	\$54,066 1.566	\$55,689 1.613
9	\$46,333 1.342	\$49,198 1.425	\$52,720 1.527	\$55,896 1.619	\$57,519 1.666
10	\$47,645 1.38	\$50,683 1.468	\$54,377 1.575	\$57,726 1.672	\$59,348 1.719
11	\$48,956 1.418	\$52,167 1.511	\$56,034 1.623	\$59,556 1.725	\$61,178 1.772
12	\$50,268 1.456	\$53,652 1.554	\$57,691 1.671	\$61,385 1.778	\$63,008 1.825
13	\$51,580 1.494	\$55,136 1.597	\$59,348 1.719	\$63,215 1.831	\$64,838 1.878
14	\$52,892 1.532	\$56,621 1.64	\$61,006 1.767	\$65,045 1.884	\$66,668 1.931
17	\$53,548 1.551	\$57,381 1.662	\$61,834 1.791	\$65,960 1.9105	\$67,583 1.9575
19	\$54,204 1.57	\$58,106 1.683	\$62,663 1.815	\$66,875 1.937	\$68,498 1.984
23	\$55,516 1.608	\$59,590 1.726	\$64,320 1.863	\$68,705 1.99	\$70,327 2.037
25	\$56,828 1.646	\$61,075 1.769	\$65,977 1.911	\$70,535 2.043	\$72,157 2.09

**APPENDIX E**

**Manchester Local Schools**  
*2011-2013 Supplemental Salary Index*

**Base            \$32,571**

**Salary / Index**

**0 – 5            6 +**  
**years            years**

**Category I**

<b>\$4,658</b>	<b>\$4,983</b>	Head Varsity Boys Basketball Coach
<b>0.143</b>	<b>0.153</b>	Head Varsity Girls Basketball Coach
		Head Varsity Boys Football Coach
		Athletic Director (Grades 7-12)

**Category II**

<b>\$2,964</b>	<b>\$3,290</b>	Assistant High School Varsity Basketball Coach
<b>0.091</b>	<b>0.101</b>	Head High School Varsity Volleyball Coach
		Head High School Varsity Baseball Coach
		Head High School Varsity Softball Coach
		Head High School Varsity Track Coach – Both Boys & Girls
		Head High School Varsity Girls Track Coach
		Head High School Varsity Boys Track Coach
		Head High School Varsity Soccer Coach – Both Boys & Girls
		Head High School Varsity Cross Country Coach – Both Boys & Girls
		High School Music Director
		High School Cheerleading Coach – Both Varsity & Reserve

**Category III**

<b>\$2,117</b>	<b>\$2,280</b>	Head High School Varsity Golf Coach
<b>0.065</b>	<b>0.070</b>	Head High School Varsity Girls Cross Country Coach
		Head High School Varsity Boys Cross Country Coach
		High School Junior Varsity Boys Basketball Coach
		High School Junior Varsity Girls Basketball Coach
		High School Junior Varsity Baseball Coach
		High School Junior Varsity Softball Coach
		High School Junior Varsity/Assistant Football Coach
		Head Junior High Football Coach
		Junior High 7 <sup>th</sup> Grade Girls Basketball Coach
		Junior High 8 <sup>th</sup> Grade Girls Basketball Coach
		Junior High 7 <sup>th</sup> Grade Boys Basketball Coach
		Junior High 8 <sup>th</sup> Grade Boys Basketball Coach
		Junior High Cheerleading Coach – Both 7 <sup>th</sup> & 8 <sup>th</sup> Grade
		District LPDC Member

**APPENDIX E**

**Category IV**

<b>\$1,303</b>	<b>\$1,466</b>	High School Assistant Volleyball Coach
<b>0.040</b>	<b>0.045</b>	Junior High Volleyball Coach
		Junior High Track Coach – Both Boys & Girls
		High School Varsity Cheerleading Sponsor
		Assistant Junior High Football Coach
		High School Prom Coordinator

**Category V**

<b>\$847</b>	<b>\$945</b>	Junior High Boys Track Coach
<b>0.026</b>	<b>0.029</b>	Junior High Girls Track Coach
		High School Reserve Cheerleading Sponsor
		Production Director
		Assistant High School Track Coach – Both Boys & Girls if needed
		Assistant Junior High Track Coach – Both Boys & Girls if needed
		Assistant High School Baseball Coach – if needed
		Assistant High School Softball Coach – if needed
		High School Yearbook Advisor
		High School Newspaper Advisor
		Junior High Girls Soccer Coach
		Junior High Boys Soccer Coach
		Junior High Cross Country Coach – Both Boys & Girls
		Junior High Golf Coach
		District LPDC Chair
		High School Academic Team Advisor

**Category VI**

<b>\$554</b>	<b>\$651</b>	High School National Honor Society Advisor
<b>0.017</b>	<b>0.020</b>	High School Beta Club Advisor
		Junior High Beta Club Advisor
		High School Color Guard Advisor
		Junior High 7 <sup>th</sup> Grade Cheerleader Sponsor
		Junior High 8 <sup>th</sup> Grade Cheerleader Sponsor
		Junior High Girls Cross County Coach
		Junior High Boys Cross County Coach
		Junior High Academic Team Advisor
		High School Student Council Advisor
		High School Mock Trial Advisor
		Elementary School Safety Patrol Advisor
		Elementary Yearbook Advisor
		Science Fair Director - Elementary, Junior High, High School
		Grade Level Chairs
		Junior High/High School Department Chairs
		Percussion Advisor

**APPENDIX F**

**INSURANCE COVERAGE**

Hospitalization and Major Medical  
Summary of Benefits



**YOUR BENEFITS**

**Benefit Summary**

**Ohio - Choice Plus  
20/250/80% Plan 21M Modified**

We know that when people know more about their health and health care, they can make better informed health care decisions. We want to help you understand more about your health care and the resources that are available to you.

- **myuhc.com®** – Take advantage of easy, time-saving online tools. You can check your eligibility, benefits, claims, claim payments, search for a doctor and hospital and much, much more.
- **24-hour nurse support** – A nurse is a phone call away and you have other health resources available 24-hours a day, 7 days a week to provide you with information that can help you make informed decisions. Just call the number on the back of your ID card.
- **Customer Care telephone support** – Need more help? Call a customer care professional using the toll-free number on the back of your ID card. Get answers to your benefit questions or receive help looking for a doctor or hospital.

**PLAN HIGHLIGHTS**

<b>Types of Coverage</b>	<b>Network Benefits</b>	<b>Non-Network Benefits</b>
<b>Annual Deductible</b>		
Individual Deductible	\$250 per year	\$500 per year
Family Deductible	\$500 per year	\$1,000 per year

- > Member Copayments do not accumulate towards the Deductible.
- > All individual Deductible amounts will count toward the family Deductible, but an individual will not have to pay more than the individual Deductible amount.

**Out-of-Pocket Maximum**

Individual Out-of-Pocket Maximum	\$2,000 per year	\$4,000 per year
Family Out-of-Pocket Maximum	\$4,000 per year	\$8,000 per year

- > Member Copayments do not accumulate towards the Out-of-Pocket Maximum.
- > All individual Out-of-Pocket Maximum amounts will count toward the family Out-of-Pocket Maximum, but an individual will not have to pay more than the individual Out-of-Pocket Maximum amount.
- > The Out-of-Pocket Maximum includes the Annual Deductible.

**Warning:** If you or your family members are covered by more than one health care plan, you may not be able to collect benefits from both plans. Each plan may require you to follow its rules or use specific doctors and Hospitals, and it may be impossible to comply with both plans at the same time. Before you enroll in this plan, read all the rules very carefully and compare them with the rules of any other plan that covers you or your family.

**Benefit Plan Coinsurance – The Amount We Pay**

80% after Deductible has been met      60% after Deductible has been met

This Benefit Summary is intended only to highlight your Benefits and should not be relied upon to fully determine your coverage. If this Benefit Summary conflicts in any way with the Certificate of Coverage (COC), the COC shall prevail. It is recommended that you review your COC for an exact description of the services and supplies that are covered, those which are excluded or limited, and other terms and conditions of coverage.

**OHXGx21M11 Modified**

<b>Item#</b>	<b>Benefit Accumulator</b>	<b>Rev. Date</b>	
XXX-XXXX	Calendar Year	1011	Base/Sep/Emb/8155
Benefits are underwritten by UnitedHealthcare Insurance Company			

**Prescription Drug Benefits**

Prescription drug benefits are shown under separate cover.

**Information on Benefit Limits**

- > The Annual Deductible, Out-of-Pocket Maximum and Benefit limits are calculated on a calendar year basis.
- > All Benefits are reimbursed based on Eligible Expenses. For a definition of Eligible Expenses, please refer to your Certificate of Coverage.
- > When Benefit limits apply, the limit refers to any combination of Network and Non-Network Benefits unless specifically stated in the Benefit category.

**MOST COMMONLY USED BENEFITS**

<b>Types of Coverage</b>	<b>Network Benefits</b>	<b>Non-Network Benefits</b>
<b>Physician’s Office Services – Sickness and Injury</b>		
Primary Physician Office Visit	100% after you pay a \$20 Copayment per visit.	60% after Deductible has been met.
Specialist Physician Office Visit	100% after you pay a \$20 Copayment per visit.	60% after Deductible has been met.  <i>Prior Authorization is required for Genetic Testing – BRCA.</i>

> In addition to the visit Copayment, the applicable Copayment and any Deductible/Coinsurance applies when these services are done: CT, PET, MRI, MRA, Nuclear Medicine; Pharmaceutical Products, Scopic Procedures; Surgery; Therapeutic Treatments.

**Preventive Care Services**

Covered Health Services include but are not limited to:

Primary Physician Office Visit	100%, Copayments and Deductibles do not apply.	60% after Deductible has been met.
Specialist Physician Office Visit	100%, Copayments and Deductibles do not apply.	
Lab, X-Ray or other preventative tests	100%, Copayments and Deductibles do not apply.	

The total amount payable for screening mammography performed within the State of Ohio shall not exceed 130% of the lowest Medicare reimbursement rate in Ohio for screening mammography or a component of screening mammography. For Network Benefits, you are not responsible for any amount. For non-Network Benefits, you are only responsible for deductibles and Copayments and/or Coinsurance up to the total amount payable.

**Urgent Care Center Services**

	100% after you pay a \$50 Copayment per visit.	60% after Deductible has been met.
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> In addition to the visit Copayment, the applicable Copayment and any Deductible/Coinsurance applies when these services are done: CT, PET, MRI, MRA, Nuclear Medicine; Pharmaceutical Products, Scopic Procedures; Surgery; Therapeutic Treatments.

**MOST COMMONLY USED BENEFITS**

<b>Types of Coverage</b>	<b>Network Benefits</b>	<b>Non-Network Benefits</b>
<b>Emergency Health Services – Outpatient</b>	100% after you pay a \$100 Copayment per visit.	100% after you pay a \$100 Copayment per visit.  <i>Notification is required if confined in a non-Network Hospital.</i>
<b><u>Hospital - Inpatient Stay</u></b>	80% after Deductible has been met.	60% after Deductible has been met.  <i>Prior Authorization is required.</i>

**ADDITIONAL CORE BENEFITS**

<b>Types of Coverage</b>	<b>Network Benefits</b>	<b>Non-Network Benefits</b>
<b><u>Ambulance Service - Emergency and Non-Emergency</u></b>		
Ground Ambulance	80% after Deductible has been met.	80% after Network Deductible has been met.
Air Ambulance	80% after Deductible has been met.  <i>Prior Authorization is required for non-emergency ambulance.</i>	80% after Network Deductible has been met.  <i>Prior Authorization is required for non-emergency ambulance.</i>

**Congenital Heart Disease (CHD) Surgeries**

80% after Deductible has been met.	60% after Deductible has been met.  <i>Prior Authorization is required.</i>
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**Dental Services - Accident Only**

Benefits are limited as follows: \$3,000 maximum per year \$900 maximum per tooth	80% after Deductible has been met.  <i>Prior Authorization is Required.</i>	80% after Network Deductible has been met.  <i>Prior Authorization is Required.</i>
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**Diabetes Services**

Diabetes Self-Management and Training Diabetic Eye Examinations/Foot Care	Depending upon where the Covered Health Services is provided, Benefits will be the same as those stated under each Covered Health Service Category in this Benefit Summary.	
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Diabetes Self-Management Items	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under Durable Medical Equipment and in the Outpatient Prescription Drug Rider.	
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Benefits for diabetes equipment that meets the definition of Durable Medical Equipment are subject to the limit stated under Durable Medical Equipment.	Prior Authorization is required for Durable Medical Equipment in excess of \$1,000.	
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**ADDITIONAL CORE BENEFITS**

<b>Types of Coverage</b>	<b>Network Benefits</b>	<b>Non-Network Benefits</b>
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**Durable Medical Equipment**

Benefits are limited as follows: \$2,500 per year and are limited to a single purchase of a type of Durable Medical Equipment (including repair and replacement) every three years. This limit does not apply to wound vacuums.	80% after Deductible has been met.	60% after Deductible has been met.  <i>Prior Authorization is required for Durable Medical Equipment in excess of \$1,000.</i>
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This benefit category contains services/devices that may be Essential or non-Essential Health Benefits as defined by the Patient Protection and Affordable Care Act depending upon the service or device delivered. A benefit review will take place once the dollar limit is exceeded. If the service/device is determined to be rehabilitative or habilitative in nature, it is an Essential Health Benefit and will be paid. If the benefit/device is determined to be non-essential, the maximum will have been met and the claim will not be paid.

**Hearing Aids**

Benefits are limited as follows: \$2,500 per year and are limited to a single purchase (including repair/ replacement) per hearing impaired ear every three years.	80% after Deductible has been met.	60% after Deductible has been met.
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**Home Health Care**

Benefits are limited as follows: 60 visits per year	80% after Deductible has been met.	60% after Deductible has been met.  <i>Prior Authorization is required.</i>
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**Hospice Care**

80% after Deductible has been met.	60% after Deductible has been met.  <i>Prior Authorization is required for Inpatient Stay.</i>
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**Lab, X-Ray and Diagnostics – Outpatient**

For Preventive Lab, X-Ray and Diagnostics refer to the Preventive Care Services category.

Lab Testing – Outpatient	100% Deductible does not apply.	60% after Deductible has been met.
X-Ray and Other Diagnostic Testing – Outpatient	100% Deductible does not apply.	60% after Deductible has been met.

**Lab, X-Ray and Major Diagnostics – CT, PET, MRI, MRA and Nuclear Medicine – Outpatient**

80% after Deductible has been met.	60% after Deductible has been met.
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**Ostomy Supplies**

Benefits are limited as follows: \$2500 per year	80% after Deductible has been met.	60% after Deductible has been met.
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**ADDITIONAL CORE BENEFITS**

Types of Coverage	Network Benefits	Non-Network Benefits
<b><u>Pharmaceutical Products – Outpatient</u></b>		
This includes medications administered in an outpatient setting, in the Physician's Office, or in a Covered Person's home.	80% after Deductible has been met.	60% after Deductible has been met.
<b><u>Physician Fees for Surgical and Medical Services</u></b>		
	80% after Deductible has been met.	60% after Deductible has been met.
<b><u>Pregnancy - Maternity Services</u></b>		
	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary.	
	For services provided in the Physician's Office, a Copayment will only apply to the initial office visit.	<i>Prior Authorization is required if Inpatient Stay exceeds 48 hours following a normal vaginal delivery or 96 hours following a cesarean section delivery.</i>
<b><u>Prosthetic Devices</u></b>		
Benefits are limited as follows: \$2,500 per year and are limited to a single purchase of each type of prosthetic device every three years.	80% after Deductible has been met.	60% after Deductible has been met.
This benefit category contains services/devices that may be Essential or non-Essential Health Benefits as defined by the Patient Protection and Affordable Care Act depending upon the service or device delivered. A benefit review will take place once the dollar limit is exceeded. If the service/device is determined to be rehabilitative or habilitative in nature, it is an Essential Health Benefit and will be paid. If the benefit/device is determined to be non-essential, the maximum will have been met and the claim will not be paid.		
<b><u>Reconstructive Procedures</u></b>		
	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary.	
		<i>Prior Authorization is required.</i>
<b><u>Rehabilitation Services - Outpatient Therapy and Manipulative Treatment</u></b>		
Benefits are limited as follows: 20 visits of Manipulative Treatments 20 visits of physical therapy 20 visits of occupational therapy 20 visits of speech therapy 20 visits of pulmonary rehabilitation 36 visits of cardiac rehabilitation 30 visits of post-cochlear implant aural therapy 20 visits of cognitive rehabilitation therapy	100% after you pay a \$20 Copayment per visit.	60% after Deductible has been met.
		<i>Prior Authorization is required for Manipulative Treatment.</i>

**ADDITIONAL CORE BENEFITS**

<b>Types of Coverage</b>	<b>Network Benefits</b>	<b>Non-Network Benefits</b>
<b><u>Scopic Procedures - Outpatient Diagnostic and Therapeutic</u></b>		
Diagnostic scopic procedures include, but are not limited to: Colonoscopy Sigmoidoscopy Endoscopy For Preventive Scopic Procedures, refer to the Preventive Care Services category.	80% after Deductible has been met.	60% after Deductible has been met.
<b><u>Skilled Nursing Facility / Inpatient Rehabilitation Facility Services</u></b>		
Benefits are limited as follows: 60 days per year	80% after Deductible has been met.	60% after Deductible has been met.  <i>Prior Authorization is required.</i>
<b><u>Surgery – Outpatient</u></b>		
	80% after Deductible has been met.	60% after Deductible has been met.  <i>Prior Authorization is required for certain services.</i>
<b><u>Therapeutic Treatments - Outpatient</u></b>		
Therapeutic treatments include, but are not limited to: Dialysis Intravenous chemotherapy or other intravenous infusion therapy Radiation oncology	80% after Deductible has been met.	60% after Deductible has been met.  <i>Prior Authorization is required for certain services.</i>
<b><u>Transplantation Services</u></b>		
	Depending on where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Services category in this Benefit Summary.	
	For Network Benefits, services must be received at a Designated Facility.  <i>Prior Authorization is required.</i>	Benefits are limited to \$30,000 per Transplant.  <i>Prior Authorization is required.</i>
<b><u>Vision Examinations</u></b>		
Benefits are limited as follows: 1 exam every 2 years	100% after you pay a \$20 Copayment per visit.	60% after Deductible has been met.

**STATE MANDATED BENEFITS**

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**Types of Coverage**

**Network Benefits**

**Non-Network Benefits**

**Clinical Trials**

Participation in a qualifying clinical trial for the treatment of:

- Cancer
- Cardiovascular (cardiac/stroke)
- Surgical musculoskeletal disorders of the spine, hip and knees

Depending on where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary.

*Prior Authorization is required. This prior authorization requirement does not apply to cancer clinical trials.*

*Prior Authorization is required. This prior authorization requirement does not apply to cancer clinical trials.*

**Mental Health Services**

Inpatient:  
80% after Deductible has been met.

Inpatient:  
60% after Deductible has been met.

Outpatient:  
100% after you pay a \$20 Copayment per visit.

Outpatient:  
60% after Deductible has been met.

*Prior Authorization is required for certain services.*

**Neurobiological Disorders – Autism Spectrum Disorder Services**

Inpatient:  
80% after Deductible has been met.

Inpatient:  
60% after Deductible has been met.

Outpatient:  
100% after you pay a \$20 Copayment per visit.

Outpatient:  
60% after Deductible has been met.

*Prior Authorization is required for certain services.*

**Substance Use Disorder Services**

Inpatient:  
80% after Deductible has been met.

Inpatient:  
60% after Deductible has been met.

Outpatient:  
100% after you pay a \$20 Copayment per visit.

Outpatient:  
60% after Deductible has been met.

*Prior Authorization is required for certain services.*

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This Benefit Summary is intended only to highlight your Benefits and should not be relied upon to fully determine your coverage. If this Benefit Summary conflicts in any way with the Certificate of Coverage (COC), the COC shall prevail. It is recommended that you review your COC for an exact description of the services and supplies that are covered, those which are excluded or limited, and other terms and conditions of coverage.

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**APPENDIX F**



**YOUR BENEFITS**  
**Benefit Summary**  
**Outpatient Prescription Drug**  
**Ohio**  
**10/25/50 Plan 02V Modified**

Your Copayment and/or Coinsurance is determined by the tier to which the Prescription Drug List (PDL) Management Committee has assigned the Prescription Drug Product. All Prescription Drug Products on the Prescription Drug List are assigned to Tier 1, Tier 2 or Tier 3. Find individualized information on your benefit coverage, determine tier status, check the status of claims and search for network pharmacies by logging on to [www.myuhc.com](http://www.myuhc.com) or calling the Customer Care number on your ID card.

**Annual Drug Deductible - Network and Non-Network**

Individual Deductible                      No Deductible  
Family Deductible                         No Deductible

**Out-of-Pocket Drug Maximum - Network and Non-Network**

Individual Out-of-Pocket Maximum      No Out-of-Pocket Drug Maximum  
Family Out-of-Pocket Maximum         No Out-of-Pocket Drug Maximum

Tier Level	Retail		Mail Order
	Up to 31-day supply		Up to 90-day supply
	Network	Non-Network	Network
<b>Tier 1</b>	\$10	\$10	\$20
<b>Tier 2</b>	\$25	\$25	\$50
<b>Tier 3</b>	\$50	\$50	\$100

\* Only certain Prescription Drug Products are available through mail order; please visit [www.myuhc.com](http://www.myuhc.com) or call Customer Care at the telephone number on the back of your ID card for more information.

Note: If you purchase a Prescription Drug Product from a Non-Network Pharmacy, you are responsible for any difference between what the Non-Network Pharmacy charges and the amount we would have paid for the same Prescription Drug Product dispensed by a Network Pharmacy.

This summary of Benefits is intended only to highlight your Benefits for Outpatient Prescription Drug Products and should not be relied upon to determine coverage. Your plan may not cover all of your Outpatient Prescription Drug expenses. Please refer to your Outpatient Prescription Drug Rider and Certificate of Coverage for a complete listing of services, limitations, exclusions and a description of all the terms and conditions of coverage. If this description conflicts in any way with the Outpatient Prescription Drug Rider or the Certificate of Coverage, the Outpatient Prescription Drug Rider and Certificate of Coverage shall prevail.

**OHXRP02V11 Modified**

**Item# (Rev. Date)**

XXX-XXXX      011\_rev01

Benefits are underwritten by UnitedHealthcare Insurance Company

**APPENDIX F**  
dental plan  
Custom P6707/U90

**UnitedHealthcare**  
Options PPO/covered dental services

	NON-ORTHODONTICS		ORTHODONTICS	
	NETWORK	NON-NETWORK	NETWORK	NON-NETWORK
Individual Annual Calendar Year Deductible	\$25	\$25	\$0	\$0
Family Annual Calendar Year Deductible	\$50	\$50	\$0	\$0
<b>Maximum</b> (the sum of all Network and Non-Network benefits will not exceed annual maximum)	\$1500 per person per Calendar Year	\$1500 per person per Calendar Year	\$1000 per person per Lifetime	\$1000 per person per Lifetime

New enrollee's waiting period:	
Annual deductible applies to preventive and diagnostic services	No (In Network) No (Out Network)
Annual deductible applies to orthodontic services	No
Orthodontic eligibility requirement	Child (up to age 19)

COVERED SERVICES*	NETWORK PLAN PAYS**	NON-NETWORK PLAN PAYS***	BENEFIT GUIDELINES
<b>DIAGNOSTIC SERVICES</b>			
Periodic Oral Evaluation	100%	100%	Limited to 2 times per consecutive 12 months.
Radiographs	100%	100%	Bite-wing: Limited to 1 series of films per Calendar Year. Complete/Panorex: Limited to 1 time per consecutive 36 months.
Lab and Other Diagnostic Tests	100%	100%	
<b>PREVENTIVE SERVICES</b>			
Prophylaxis (Cleanings)	100%	100%	Limited to 2 times per consecutive 12 months.
Fluoride Treatment (Preventive)	100%	100%	Limited to Covered Persons under the age of 16 years, and limited to 2 times per consecutive 12 months.
Sealants	100%	100%	Limited to Covered Persons under the age of 16 years and once per first or second permanent molar every consecutive 36 months.
Space Maintainers	100%	100%	For Covered Persons under the age of 16 years, limited to 1 per consecutive 60 months.
<b>BASIC SERVICES</b>			
Restorations (Amalgam or Anterior Composite)*	80%	80%	Multiple restorations on one surface will be treated as a single filling.
Emergency Treatment / General Services	80%	80%	Palliative Treatment: Covered as a separate benefit only if no other service was done during the visit other than X-rays. General Anesthesia: When clinically necessary.
Simple Extractions	80%	80%	Limited to 1 time per tooth per lifetime.
Oral Surgery (includes surgical extractions)	80%	80%	
Periodontics	80%	80%	Perio Surgery: Limited to 1 quadrant or site per consecutive 36 months per surgical area. Scaling and Root Planing: Limited to 1 time per quadrant per consecutive 24 months. Periodontal Maintenance: Limited to 2 times per consecutive 12 months following active and adjunctive periodontal therapy, exclusive of gross debridement
Endodontics	80%	80%	Root Canal Therapy: Limited to 1 time per tooth per lifetime.
<b>MAJOR SERVICES</b>			
Inlays/Onlays/Crowns*	50%	50%	Limited to 1 time per tooth per consecutive 60 months.
Dentures and other Removable Prosthetics	50%	50%	Full Denture/Partial Denture: Limited to 1 per consecutive 60 months. No additional allowances for precision or semi-precision attachments.
Fixed Partial Dentures (Bridges)*	50%	50%	Once per tooth per consecutive 60 months.
Implant Services	50%	50%	Limited to 1 time per consecutive 60 months..
<b>ORTHODONTIC SERVICES</b>			
Diagnose or correct misalignment of the teeth or bite	50%	50%	Course of treatment is typically 24 months, with the initial payment at banding of 20% and remaining payment spread over the course of the treatment.

# This plan includes a roll-over maximum benefit. Some of the unused portion of your annual maximum may be available in future periods.

\* Your dental plan provides that where two or more professionally acceptable dental treatments for a dental condition exist, your plan bases reimbursement on the least costly treatment alternative. If you and your dentist agreed on a treatment which is more costly than the treatment on which the plan benefit is based, you will be responsible for the difference between the fee for service rendered and the fee covered by the plan. In addition, a pre-treatment estimate is recommended for any service estimated to cost over \$500; please consult your dentist.

\*\*The network percentage of benefits is based on the discounted fees negotiated with the provider.

\*\*\*The non-network percentage of benefits is based on the usual and customary fees in the geographic areas in which the expenses are incurred.

The Prenatal Dental Care and Oral Cancer Screening programs are covered under this plan.

The material contained in the above table is for informational purposes only and is not an offer of coverage. Please note that the above table provides only a brief, general description of coverage and does not constitute a contract. For a complete listing of your coverage, including exclusions and limitations relating to your coverage, please refer to your Certificate of Coverage or contact your benefits administrator. If differences exist between this Summary of Benefits and your Certificate of Coverage/benefits administrator, the certificate/benefits administrator will govern. All terms and conditions of coverage are subject to applicable state and federal laws. State mandates regarding benefit levels and age limitations may supersede plan design features.

UnitedHealthcare Dental Options PPO Plan is either underwritten or provided by: United HealthCare Insurance Company, Hartford, Connecticut; United HealthCare Insurance Company of New York, Hauppauge, New York; Unimerica Insurance Company, Milwaukee, Wisconsin; Unimerica Life Insurance Company of New York, New York, New York or United HealthCare Services, Inc.

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APPENDIX F



Manchester Local Schools

Benefit Summary Brochure

Customer Service: **800-638-3120**  
Provider Locator: **800-839-3242**  
[www.myuhcvision.com](http://www.myuhcvision.com)

7/1/2011

United Healthcare Vision has been trusted for more than 40 years to deliver affordable, innovative vision care solutions to the nation's leading employers through experienced, customer-focused people and the nation's most accessible, diversified vision care network.

In-network, covered-in-full benefits (after applicable copay) include a comprehensive exam, eye glasses with standard single vision, lined bifocal, or lined trifocal lenses, standard scratch-resistant coating<sup>1</sup> and the frame, or contact lenses in lieu of eye glasses.

<b>Copays for in-network services</b>		
Exam		\$10.00
Materials		\$25.00
<b>Benefit frequency</b>		
Comprehensive Exam		Every 12 months
Spectacle Lenses		Every 12 months
Frames		Every 24 months
Contact Lenses in Lieu of Eye Glasses		Every 12 months
<b>Frame benefit</b>		
Private Practice Provider		\$130.00 retail frame allowance
Retail Chain Provider		\$130.00 retail frame allowance
<b>Lens options</b>		
Standard scratch-resistant coating -- covered in full. Other optional lens upgrades may be offered at a discount. (Discount varies by provider.)		
<b>Contact lens benefit</b>		
<p><b>Covered-in-full elective contact lenses</b> The fitting/evaluation fees, contact lenses, and up to two follow-up visits are covered in full (after copay). If you choose disposable contacts, up to 4 boxes are included when obtained from a network provider.</p> <p><b>All other elective contact lenses</b> A \$125.00 allowance is applied toward the fitting/evaluation fees and purchase of contact lenses outside the covered selection (materials copay does not apply). Toric, gas permeable and bifocal contact lenses are examples of contact lenses that are outside of our covered contacts.</p> <p><b>Necessary contact lenses<sup>3</sup></b> Covered in full after applicable copay.</p>		
<b>Out-of-network reimbursements up to (Copays do not apply)</b>		
Exam		\$40.00
Frames		\$45.00
Single Vision Lenses		\$40.00
Bifocal Lenses		\$60.00
Trifocal Lenses		\$80.00
Lenticular Lenses		\$80.00
Elective Contacts in Lieu of Eye Glasses <sup>2</sup>		\$125.00
Necessary Contacts in Lieu of Eye Glasses <sup>3</sup>		\$210.00
<b>Laser vision benefit</b>		
UnitedHealthcare Vision has partnered with the Laser Vision Network of America (LVNA) to provide our members with access to discounted laser vision correction providers. Members receive 15% off usual and customary pricing, 5% off promotional pricing at over 500 network provider locations and even greater discounts through set pricing at LasikPlus locations. For more information, call 1-888-563-4497 or visit us at <a href="http://www.uhclask.com">www.uhclask.com</a> .		

Please note: If there are differences in this document and the Group Policy, the Group Policy is the governing document. Please consult the applicable policy/certificate of coverage for a full description of benefits, including exclusions and limitations.

# Manchester Local School District

## Teacher Evaluation Handbook

Adopted: September 19, 2013

**Manchester Local School District  
Teacher Evaluation Handbook  
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## **Ohio Teacher Evaluation System Manchester Local School District**

### **Definition of "Teacher"**

This Evaluation Handbook applies to District employees who meet one of the following categories:

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.

Principals and assistant principals shall be evaluated in accordance with the principal evaluation policy adopted by the Board in accordance with ORC 3319.02.

This Evaluation Handbook does not apply to the superintendent, assistant superintendent(s), business manager, treasurer or "other administrator" as defined by ORC 3319.02. This Handbook also does not apply to substitute teachers.

## **Ohio Teacher Evaluation System Manchester Local School District**

### **Assigning an Effectiveness Rating**

Each evaluation will result in an effectiveness rating of "Accomplished," "Skilled," "Developing," or "Ineffective." An 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 measures of student growth.

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

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.

### **Calculating Teacher Performance**

Teacher Performance is evaluated during the two cycles of formal observations and periodic classroom walkthroughs. Fifty-percent (50%) of the 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:

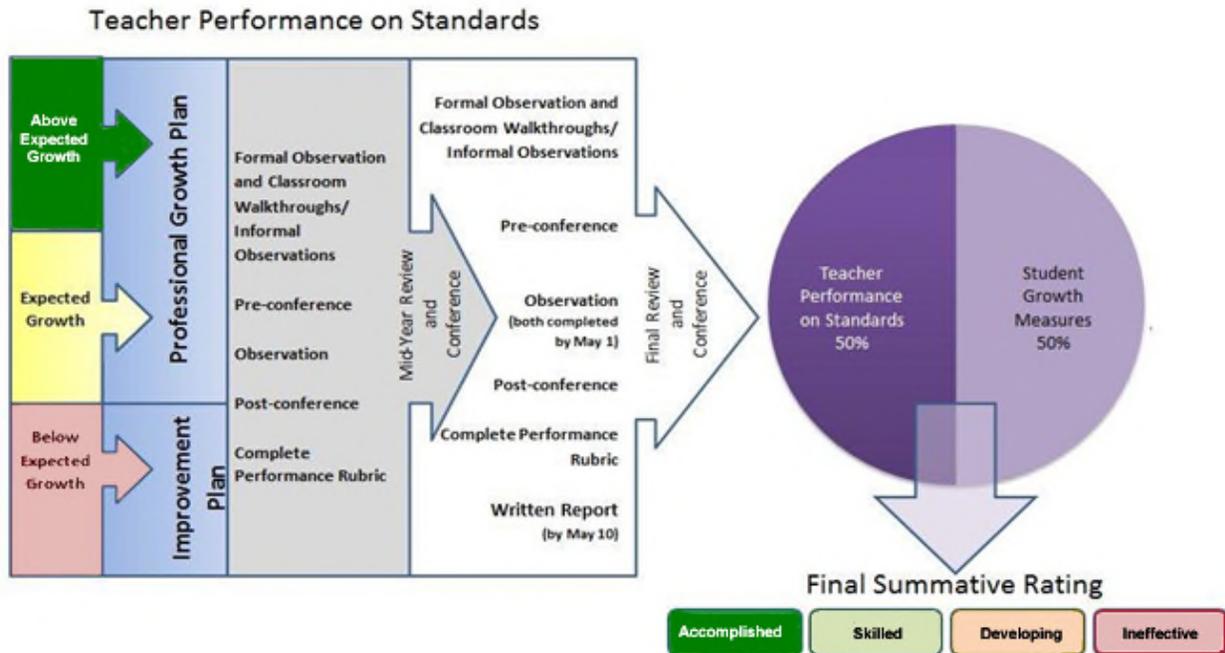
1. Understanding Student Learning and Development and Respecting the Diversity of the Students they Teach;
2. Understanding the Content Area for which they have Instructional Responsibility;
3. Understanding and Using Varied Assessment to Inform Instruction, Evaluate and Ensure Student Learning;
4. Planning 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.

# Ohio Teacher Evaluation System Manchester Local School District Teacher Evaluation Matrix

The Superintendent/designee shall select or develop, in consultation with teachers, evaluation tools to be used in calculating the Teacher Performance fifty-percent (50%), this percentage will be adjusted to reflect any change in legislation, which must be aligned to the *Ohio Standards for the Teaching Profession* and the Ohio Teacher Evaluation System Performance Rubric.

A. Teacher Evaluation Instrument enclosed.

The evaluation process requires the evaluator to use evidence gathered in a variety of avenues (professional growth or improvement plan, observations, walkthroughs, and conferences) to determine a teacher performance rating,



## **Ohio Teacher Evaluation System Manchester Local School District Teacher Self-Assessment Tool - Defined**

Teacher completes Self-Assessment Summary Tool, identifying two priorities for the year. These priorities will be shared with administrator and or evaluators during the pre-observation conference.

### 1<sup>st</sup> Observation

1. Pre-Observation Conference
2. Observation (By December 15)-See Teacher Performance Evaluation Rubric.
3. Post-Observation Conference (By January 25) Mid-year Review

### 2<sup>nd</sup> Observation

4. Pre-Observation Conference
5. Observation (By April 15)
6. Post-Observation Conference (By May 10)
7. Final Review and Rating Assigned
8. Development of Professional Plan or Improvement Plan

Teachers should be prepared to demonstrate progress towards the identified priorities during the evaluation meetings with the evaluator. Evaluators will conduct informal walkthroughs and observations throughout the school year to accompany the evidence gathered during the formal observation.

Evidence collected during these informal observations may be used to strengthen the validity of the teacher's final summative rating. Evaluators will use the evidence collected during walkthroughs, observations, and pre/post-conferences to assign the teacher a rating of ineffective, developing, skilled, or accomplished.

## Ohio Teacher Evaluation System Manchester Local School District Teacher Self-Assessment Summary Tool

Directions: Teachers should record evidence to indicate strengths and areas for growth for each standard. Then, look across all of the standards holistically and identify two priorities for the upcoming year. Note these two priorities with check marks in the far-right column.

Standard	Strengths	Areas for Growth	Priorities (Check 2)
<b>Standard 1: Students</b> <ul style="list-style-type: none"> <li>• Knowledge of how students learn and of student development</li> <li>• Understanding of what students know and are able to do</li> <li>• High expectations for all students</li> <li>• Respect for all students</li> <li>• Identification, Instruction and Intervention for special populations</li> </ul>			
<b>Standard 2: Content</b> <ul style="list-style-type: none"> <li>• Knowledge of content</li> <li>• Use of content-specific instructional strategies to teach concepts and skills</li> <li>• Knowledge of school and district curriculum priorities and Ohio academic content standards</li> <li>• Relationship of knowledge within the discipline to other content areas</li> <li>• Connection of content to life experiences and career opportunities</li> </ul>			
<b>Standard 3: Assessment</b> <ul style="list-style-type: none"> <li>• Knowledge of assessment types</li> <li>• Use of varied diagnostic, formative and summative assessments</li> <li>• Analysis of data to monitor student progress and to plan, differentiate, and modify instruction</li> <li>• Communication of results</li> <li>• Inclusion of student self-assessment and goal-setting</li> </ul>			
<b>Standard 4: Instruction</b> <ul style="list-style-type: none"> <li>• Alignment to school and district priorities and Ohio academic content standards</li> <li>• Use of student information to plan and deliver instruction</li> <li>• Communication of clear learning goals</li> <li>• Application of knowledge of how students learn to instructional design and delivery</li> <li>• Differentiation of instruction to support learning needs of all students</li> <li>• Use of activities to promote independence and problem-solving</li> <li>• Use of varied resources to support learner needs</li> </ul>			
<b>Standard 5: Learning Environment</b> <ul style="list-style-type: none"> <li>• Fair and equitable treatment of all students</li> <li>• Creation of a safe learning environment</li> <li>• Use of strategies to motivate students to work productively and assume responsibility for learning</li> <li>• Creation of learning situations for independent and collaborative work</li> <li>• Maintenance of an environment that is conducive to learning for all students</li> </ul>			
<b>Standard 6: Collaboration and Communication</b> <ul style="list-style-type: none"> <li>• Clear and effective communication</li> <li>• Shared responsibility with parents/caregivers to support student learning</li> <li>• Collaboration with other teachers, administrators, school and district staff</li> <li>• Collaboration with local community agencies</li> </ul>			
<b>Standard 7: Professional Responsibility and Growth</b> <ul style="list-style-type: none"> <li>• Understanding of and adherence to professional ethics, policies and legal codes</li> <li>• Engagement in continuous, purposeful professional development</li> <li>• Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement</li> </ul>			

**Ohio Teacher Evaluation System  
Manchester Local School District  
Teacher Performance Evaluation Rubric**

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

The evaluation rubric is divided into 3 categories: Instructional Planning, Instruction and Assessment, and Professionalism. Below is a chart outlining the evaluation areas under each category and the corresponding Ohio Standards for the Teaching Profession.

INSTRUCTIONAL PLANNING	INSTRUCTION & ASSESSMENT	PROFESSIONALISM
<p><b>Focus for Learning</b> Standard 4: Instruction</p> <p><b>Assessment Data</b> Standard 3: Assessment</p> <p><b>Prior Content Knowledge/Sequence/Connections</b> Standard 1: Students Standard 2: Content Standard 4: Instruction</p> <p><b>Knowledge of Students</b> Standard 1: Students</p>	<p><b>Lesson Delivery</b> Standard 2: Content Standard 4: Instruction Standard 6: Collaboration &amp; Communication</p> <p><b>Differentiation</b> Standard 1: Students Standard 4: Instruction</p> <p><b>Resources</b> Standard 2: Content Standard 4: Instruction</p> <p><b>Classroom Environment</b> Standard 1: Students Standard 5: Learning Environment Standard 6: Collaboration &amp; Communication</p> <p><b>Assessment of Learning</b> Standard 3: Assessment</p>	<p><b>Professional Responsibilities</b> Standard 6: Collaboration &amp; Communication Standard 7: Professional Responsibility &amp; Growth</p>

**Ohio Teacher Evaluation System  
Manchester Local School District  
Teacher Performance Rubric (continued)**

The evaluator will be consistent in gathering, recording and sharing detailed, factual evidence. Capturing enough detail to accurately but succinctly describe the standard. As the year progresses holes in evidence for standards may emerge.

When issuing a final rating for the evaluation keep these in mind as all standard areas are important for effective teaching practice. The key is that no one standard area of performance should be considered in isolation, but rather should be analyzed in relation to all other areas of performance.

To issue a teacher's final performance rating an evaluator will return to the body of collected evidence to issue a holistic rating. If a standard area has no performance evidence and a teacher has chosen not to provide evidence that will be taken into consideration when rating that standard area.

A standard area with no evidence collected will be considered ineffective until evidence is collected either through formal and informal observation, classroom walkthroughs, during pre or post conferencing, or by teacher providing evidence, which they are not required to do.

# Manchester Local School District

## *Teacher Evaluation Forms*

*Adopted September 19, 2013*

**Teacher's Name:** \_\_\_\_\_

**Evaluator's Name:** \_\_\_\_\_

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

**1<sup>st</sup> Observation**

**2<sup>nd</sup> Observation**

**3<sup>rd</sup> Observation**

	Admin. Initials	Teacher Initials
<b>Orientation Date</b>		
<b>Pre-observation Conference Date</b>		
<b>Evaluation Prior Notice Date</b>		
<b>Evaluation Date</b>		
<b>Copy to Employee Date</b>		

	Admin. Initials	Teacher Initials
<b>Orientation Date</b>		
<b>Pre-observation Conference Date</b>		
<b>Evaluation Prior Notice Date</b>		
<b>Evaluation Date</b>		
<b>Copy to Employee Date</b>		

	Admin. Initials	Teacher Initials
<b>Orientation Date</b>		
<b>Pre-observation Conference Date</b>		
<b>Evaluation Prior Notice Date</b>		
<b>Evaluation Date</b>		
<b>Copy to Employee Date</b>		

**Ohio Teacher Evaluation System Model**

**Teacher Performance Rubric**

**Introduction**

The Manchester Local School District is committed to offering an outstanding instructional program. We believe that teacher effectiveness is the key component in establishing this program. Therefore, it is extremely important that a clear set of criteria be utilized to determine teacher effectiveness.

Evaluation should be a continuous process used to improve performance and provide direction for professional development programs. The evaluation process should be designed to promote the professional growth of all teachers and to provide a reliable basis for personnel decisions.

The criteria used in this process are included in a rubric. Teachers must develop Professional Growth or Improvement Plans based on the Evaluation Matrix (see p. G-3)

The district will follow the terms of the collective bargaining agreement Article 6 - Teacher Evaluation and/or any subsequent negotiated changes related to teacher evaluation.

**A. Statement of Purpose**

1. To assess and promote increasingly effective teacher performance.
2. To provide a basis for upgrading teacher skills through professional development.
3. To provide a mutually understood basis for administrative and supervisory decisions.

**B. Procedure**

1. **Determination of Evaluator**

The Board will adopt a list of approved credentialed evaluators (per ORC 3319.111(D)). See p. G-38.

2. **Orientation**

The district's procedures shall be explained to members of the bargaining unit at the beginning of the school year, not later than 15 work days into the beginning of each school year. Each employee shall be notified of the name and position of the evaluating supervisor(s), or will collaboratively determine as required (see p. G-38). The evaluation process will be explained to the employee.

3. **Schedule for Evaluation**

(a) As outlined in SB 316 every teacher who is employed under a teaching license or under a professional or permanent teacher's certificate and who spends at least 50 percent of his/her time employed providing student instruction shall be evaluated in accordance with the terms of the negotiated agreement. The schedule for evaluation will be followed, except: the dates may be adjusted to reflect unusual circumstances related to school closings, long term absence by the teacher, etc.

(b) Informal classroom visits or/and observations that may be made without prior notice. See p. G-35 for Walkthrough details.

4. **Criteria for Evaluation**

(a) An employee shall be evaluated with the criteria set forth in the Evaluation Instrument that will be distributed to the teacher at least 10 days prior to the evaluation. Copies of the evaluation instrument will be available from the building principal upon request.

(b) All monitoring or observation of the performance of an employee shall be conducted openly and with full knowledge of the employee. Employees shall receive one week prior notice of scheduled evaluation observation.

(c) No misleading, inaccurate, or undocumented information may become a part of an employee's performance evaluation report.

**C. Observations**

1. A minimum of two formal observations shall be conducted to support each performance evaluation. A formal observation shall last a minimum of thirty minutes. Walk-throughs/Informal Evaluations will be performed in addition to the formal observation(s).
2. A pre-observation conference shall be held between the teacher and the evaluator prior to each formal observation to discuss procedures and expectations - as well as to provide additional descriptions, information, and documentation.

**D. Finalization of Evaluation**

1. The negotiated agreement time line will be used with regard to the finalization of evaluations:
  - (a) The evaluation form(s) shall be discussed and a copy shall be prepared for the teacher.
  - (b) The summary report shall be discussed and a copy given to the teacher.
  - (c) Any area of refinement shall be discussed with the teacher.
  - (d) The evaluator and teacher will develop a professional growth or improvement plan based on the Evaluation Matrix. See p. G-38 (Spring 2014)

2. Completion of Evaluation Process

The evaluation report shall be signed by the evaluator and the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature is not to be construed as evidence that the teacher agrees with the content of the evaluation report.

3. Response to Evaluation

The employee 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 employee's personal file, eTPES. A copy signed by both parties shall be retained by the employee.

**E. Finalization of Third and/or Final Observation**

1. Following the FINAL observation, the evaluator shall conduct a post conference with the teacher. During the post conference the following shall be done:
  - (a) The evaluation form(s) shall be discussed and a copy shall be prepared for the teacher.
  - (b) The summary report shall be discussed and a copy given to the teacher.
  - (c) Any area of refinement shall be discussed with the teacher.
  - (d) The evaluator and the teacher will develop a professional growth and/or improvement plan based on the Evaluation Matrix.

- (e) Growth Plans will be created annually. Improvement Plans will be developed as needed in accordance with the guidelines set forth in the policy.
- (f) If the teacher has met qualifications for "Accomplished", he/she follows guidelines found on p. G-36
- (g) If the teacher is to be terminated, guidelines stated on p. G-45 shall be followed.

**Ohio Teacher Evaluation System Model**

**Teacher Performance Rubric**

The *Teacher Performance Evaluation Rubric* is intended to be scored holistically. This means that evaluators will assess which level provides the best *overall* description of the teacher. The scoring process is expected to occur upon completion of each thirty (30) minute observation and post-conference. The evaluator is to consider evidence gathered during the pre-observation conference, the observation, the post-observation conference, and classroom walkthroughs / informal observations (if applicable). When completing the performance rubric, please note that evaluators are not expected to gather evidence on all indicators for each observation cycle. Likewise, teachers should not be required to submit additional pieces of evidence to address all indicators. The professionalism section of the rubric may use evidence collected by evaluator, during drop-in and walk-thru observations, as well as the pre-observation and post-observation conferences. Information from the Professional Growth and/or Improvement Plan may also be used (if applicable).

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	<p><b>FOCUS FOR LEARNING (Standard 4: Instruction)</b></p> <p><i>Sources of Evidence:</i> Pre-Conference</p>	The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards.	The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measurable goals.	The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.	The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio standards and reflect a range of student learner needs. The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.
	<p><b>ASSESSMENT DATA (Standard 3: Assessment)</b></p> <p><i>Sources of Evidence:</i> Pre-Conference</p>	<p>The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans.</p> <p>The teacher does not use or only uses one measure of student performance.</p>	<p>The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning.</p> <p>The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data to effectively inform instructional planning and delivery.</p>	<p>The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into lesson planning.</p> <p>The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery.</p>	<p>The teacher purposefully plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles, incorporating a range of appropriate diagnostic, formative, and summative assessments into lesson plans.</p> <p>Student learning needs are accurately identified through an analysis of student data; the teacher uses assessment data to identify student strengths and areas for student growth.</p>
	<b>Evidence</b>				

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	<p><b>PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS</b> (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference</p>	<p>The teacher's lesson does not build on or connect to students' prior knowledge, or the teacher may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.</p> <p>*The teacher rarely plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.</p> <p>*Descriptors added locally - none in ODE tool</p>	<p>The teacher makes an attempt to connect the lesson to students' prior knowledge, to previous lessons or future learning but is not completely successful.</p> <p>*The teacher occasionally plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities/pacing charts and in state standards.</p>	<p>The teacher makes clear and coherent connections with students' prior knowledge and future learning—both explicitly to students and within the lesson.</p> <p>The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities/pacing charts and in state standards.</p>	<p>The teacher uses the input and contributions of families, colleagues, and other professionals in understanding each learner's prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers as well as prepares opportunities for students to apply learning from different content areas to solve problems.</p> <p>The teacher plans and sequences instruction that reflects an understanding of the prerequisite relationships among the important content, concepts, and processes in school and district curriculum priorities and in state standards as well as multiple pathways for learning depending on student needs. The teacher accurately explains how the lesson fits within the structure of the discipline.</p>
	<p><b>KNOWLEDGE OF STUDENTS</b> (Standard 1: Students)</p> <p><i>Sources of Evidence:</i> Analysis of Student Data Pre-Conference</p>	<p>The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information.</p> <p>The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.</p>	<p>The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.</p> <p>The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.</p>	<p>The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.</p> <p>The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.</p>	<p>The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information.</p> <p>The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans.</p> <p>The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.</p>
	<b>Evidence</b>				

Instructional Planning: Ineffective Developing Skilled Accomplished

Instruction and Assessment		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<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 Observations</p>	<p>A teacher's explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking.</p> <p>The teacher fails to address student confusion or frustration and does not use effective questioning techniques during the lesson. The lesson is almost entirely teacher-directed.</p>	<p>Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students' questions about content or instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion.</p> <p>The teacher re-explains topics when students show confusion, but is not always able to provide an effective alternative explanation. The teacher attempts to employ purposeful questioning techniques, but may confuse students with the phrasing or timing of questions. The lesson is primarily teacher-directed.</p>	<p>Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking.</p> <p>The teacher effectively addresses confusion by re-explaining topics when asked and ensuring understanding. The teacher employs effective, purposeful questioning techniques during instruction. The lesson is a balance of teacher-directed instruction and student-led learning,</p>	<p>Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques.</p> <p>The teacher accurately anticipates confusion by presenting information in multiple formats and clarifying content before students ask questions. The teacher develops high-level understanding through effective uses of varied levels of questions. The lesson is student-led, with the teacher in the role of facilitator.</p>
	<p><b>DIFFERENTIATION</b> (Standard 1: Students; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.</p>	<p>The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students though some students may not be able to access certain parts of the lesson and/or some may not be challenged.</p>	<p>The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group.</p>	<p>The teacher matches strategies, materials, and/or pacing to students' individual needs, to make learning accessible and challenging for all students in the classroom. The teacher effectively uses independent, collaborative and whole-class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.</p>

	<p><b>RESOURCES</b> (Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.</p>	<p>The teacher uses appropriate instructional materials to support learning goals, but may not meet individual students' learning styles/needs or actively engage them in learning.</p>	<p>Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.</p>	<p>Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning.</p>
	<p><b>Evidence</b></p>				

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
<b>INSTRUCTION AND ASSESSMENT</b>	<p><b>CLASSROOM ENVIRONMENT</b> (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)</p>	<p>There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond disrespectfully to students or ignore their questions or comments.</p> <p>There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.</p> <p>Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged.</p>	<p>The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses students' questions or comments but does not inquire about their overall well-being.</p> <p>Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle.</p> <p>The teacher transitions between learning activities, but occasionally loses some instructional time in the process.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher makes eye contact and connects with individual students.</p> <p>Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom.</p> <p>Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work),</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in individual students' experiences, thoughts and opinions. For example, the teacher responds quietly, individually, and sensitively to student confusion or distress.</p> <p>Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom.</p> <p>Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.</p>

	<p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>The teacher creates a learning environment that allows for little or no communication or engagement with families.</p> <p>Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.</p>	<p>The teacher welcomes communication from families and replies in a timely manner.</p> <p>Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors behavior.</p>	<p>The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning.</p> <p>A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident. Monitoring of student behavior is consistent, appropriate, and effective.</p>	<p>The teacher engages in two-way, ongoing communication with families that results in active volunteer, community, and family partnerships which contribute to student learning and development.</p> <p>A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.</p>
	<p><b>Evidence</b></p>				

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
<b>INSTRUCTION AND ASSESSMENT</b>	<p><b>ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</b></p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations Post-Conference</p>	<p>The teacher does not routinely use assessments to measure student mastery.</p> <p>The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion.</p> <p>The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding.</p> <p>The teacher does not provide students with feedback about their learning,</p>	<p>The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information.</p> <p>The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion.</p> <p>The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students.</p> <p>Students receive occasional or limited feedback about their performance from the teacher.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, although the teacher may not be able to anticipate learning obstacles.</p> <p>The teacher checks for understanding at key moments and makes adjustments to instruction (whole-class or individual students).The teacher responds to student misunderstandings by providing additional clarification.</p> <p>The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students.</p> <p>The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, as well as examines classroom assessment results to reveal trends and patterns in individual and group progress and to anticipate learning obstacles.</p> <p>The teacher continually checks for understanding and makes adjustments accordingly (whole-class or individual students). 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.</p> <p>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 as well as the whole class.</p> <p>The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. 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.</p>
	<b>Evidence</b>				

Instruction and Assessment Rating:                      **Ineffective**                      **Developing**                      **Skilled**                      **Accomplished**

<b>Professional</b>		<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
<b>PROFESSIONALISM</b>	<p><b>PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)</b></p> <p><i>Sources of Evidence:</i> Professional Development Plan or Improvement Plan; Pre-conference; Post-conference; daily interaction with others</p>	<p>The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues.</p> <p>The teacher *fails to understand and follow regulations, policies, and agreements.</p> <p>The teacher fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.</p>	<p>The teacher uses a variety of strategies to communicate with students and families and collaborate with colleagues, but these approaches may not always be appropriate for a particular situation or achieve the intended outcome</p> <p>The teacher understands and follows district policies and state and federal regulations at a *minimal level.</p> <p>The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.</p>	<p>The teacher uses effective communication strategies with students and families and works effectively with colleagues to examine problems of practice, analyze student work, and identify targeted strategies.</p> <p>The teacher meets ethical and professional responsibilities with *integrity and honesty. The teacher models and upholds district policies and state and federal regulations.</p> <p>The teacher sets data-based short and long-term professional goals and takes action to meet these goals.</p>	<p>The teacher communicates effectively with students, families, and colleagues. The teacher collaborates with colleagues to improve personal and team practices by facilitating professional dialogue, peer observation and feedback, peer coaching and other collegial learning activities.</p> <p>The teacher *meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom.</p> <p>The teacher sets and regularly modifies short-and long-term professional goals based on self-assessment and analysis of student learning evidence.</p>
	<p><b>Evidence</b></p> <p>(*See W-N policy for extenuating circumstances)</p>				

Professionalism Rating:           Ineffective                          Developing                          Skilled                          Accomplished          

**1<sup>st</sup> Observation**  
**Classroom Performance**

- Ineffective
- Developing
- Skilled
- Accomplished

**2nd Observation**  
**Classroom Performance**

- Ineffective
- Developing
- Skilled
- Accomplished

**3rd Observation**  
**(If Required)**  
**Classroom Performance**

- Ineffective
- Developing
- Skilled
- Accomplished

**Overall Designation - Classroom Performance**

- Ineffective
- Developing
- Skilled
- Accomplished

**Contract Recommendations**

	<b>Non-renew Limited Contract</b>
	<b>Renew Limited Contract with Specific Goals for Professional Development</b>
	<b>Renew Limited Contract without Specific Goals</b>

## Specific Recommendations for Professional Development

See attached Growth Plan

See attached Improvement Plan

**Teacher Comments**

See attachment # \_\_\_\_

**Administrative Comments**

See attachment # \_\_

**Evaluator Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Teacher Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

## **Ohio Teacher Evaluation System Manchester Local School District Student Growth Measures - Definitions and Terms**

### **Student Growth Terms and Definitions**

**Student growth.** For the purpose of use in evaluation systems, student growth is defined as "the change in student achievement for an individual student between two or more points in time" (excerpted from Measuring Student Growth for Teachers in Non-Tested Grades and Subjects: A Primer).

**Tested grades and subjects.** The US Department of ED defines "tested grades and subjects" as those covered by the state's assessment under the ESEA and "non-tested grades and subjects" as those without such data. In Ohio, this is limited to reading and math, grades 4-8.

**Value-Added.** In Ohio, Value-Added refers to the EVAAS Value-Added methodology. The Ohio, EVAAS Value-Added measure of student progress at the district and school level has been a component of the Ohio Accountability system for several years.

**Vendor Assessment.** HB 153 requires the Department to "develop a list of student assessments that measure mastery of the course content for the appropriate grade level," for grade levels and subjects for which the Value-Added measure does not apply. ODE released a Request for Qualifications (RFQ) whereby interested vendors could demonstrate qualifications. The List of approved assessments will be maintained and updated by ODE.

**Student Learning Objectives (SLOs).** SLOs are goals identified by a teacher or group of teachers that identify expected growth targets for a group of students over a period of time. SLOs are determined by teachers after analyzing data on student academic performance and identifying areas in need of targeted effort for all students and subgroups of students. As a way to measure student growth, SLOs demonstrate a teacher's impact on student learning within a given interval of instruction. As a collaborative process, SLOs also support teacher teams in their use of best practices.

**Multiple measures.** The teacher evaluation framework is based on multiple measures of performance and student growth. It is important that the holistic evaluation rating consider multiple factors across time. Accordingly, there are multiple measures within teacher performance and student growth, within and across years. The student growth measures may include data from multiple assessments and subjects.

**Teacher Value-Added** includes multiple measures on multiple levels. First, the EVAAS methodology incorporates students' test histories in determining growth metrics, Second, Value-Added creates effectiveness ratings for each tested grade and subject, as well as an aggregate composite rating. So for example, a 5th grade teacher may have a Value-Added rating for 5th grade math, a separate rating for 5th grade reading, and an overall composite rating. Third, the Value-Added metric will eventually roll into a three-year average so that multiple years of multiple measures are represented.

## **Ohio Teacher Evaluation System Manchester Local School District Student Growth Measures — cont.**

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.
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 as he/she deems necessary and appropriate.
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. The Manchester Local School District will use the same parameters for NONEVAAS and EVAAS Teachers.
4. 25% SLO & 25% SLO=50%

The Value Added (VA) Measure will be calculated in regards to student growth as follows:

- A - 50% VA
- A2 - 30% VA 20% SLOs
- B - 30% VA 20% SLOs
- C - 50% (25% / 25% SLOs)

The ODE approved List of Assessments or the locally determined measures will be calculated in regards to student as follows: The Manchester Leadership Team (MLT) will refer to the list of assessments that are ODE approved and determine the local measures to be used to calculate student growth. The MLT will also determine the percentages used to calculate student growth each year.

In the calculation for student academic growth, a student who has forty-five or more excused and/or unexcused absences for the school year will not be included. See chart on p. G-26.

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

# Ohio Teacher Evaluation System Manchester Local School District Student Growth Measures — Evaluation Component

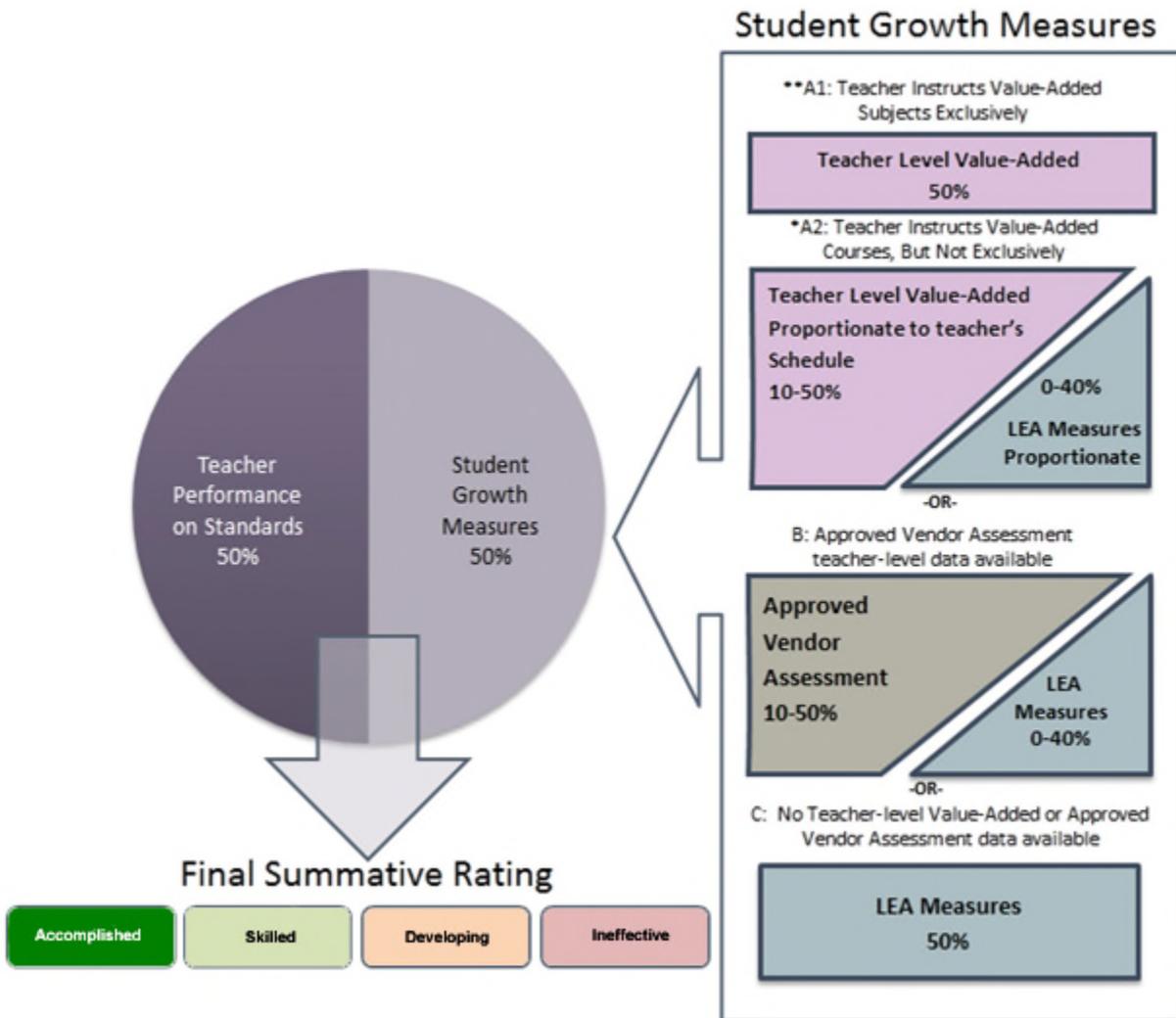
## Student Growth Measures

### Why measure student growth?

According to the National Comprehensive Center for Teacher Quality (NCCTQ), the evaluating educators by measuring student growth rather than achievement is fairer to teachers and principals whose students enter classrooms below grade level.

### Student Growth Measures Evaluation Component

Student growth measures shall account for fifty percent (50%) of the teacher evaluation. For the purpose of use in the OTES model, student growth is defined as the change in student achievement for an individual student between two or more points in time.



## Ohio Teacher Evaluation System Manchester Local School District Student Growth Measures – Combination of Measures

The combination of measures within the OTES model will vary depending on the grades and subjects taught. The combination of measures will fall into three categories: a) Teachers with Value-Added data available; b) Teachers with approved Vendor Assessment data available; c) Teachers with no teacher-level Value-Added or Approved Vendor Assessment data available. During 2012-2013 school year, the Evaluation Committee will be working to define and finalize the procedures to be used for the student growth component of OTES.

A	Teacher Value Added	<ul style="list-style-type: none"> <li>• MUST use if available</li> <li>• 50% when the teacher only instructs Value-Added courses/subjects</li> <li>• Otherwise percentage is proportionate to the teacher's schedule in terms of Value-Added courses/subjects and other courses/subjects</li> <li>• EVAAS Value-Added metric, aggregated across grades and subjects including up to three years of data into multi-year composite report.</li> <li>• Extended reporting (other grades and subjects) including Science 5 &amp; 8, and pilots utilizing assessments such as the Terra Nova, NWEA MAP, and STAR.</li> </ul>
B	Vendor Assessments	<ul style="list-style-type: none"> <li>• MUST use if LEA has assessment in place and data available according to Vendor's requirements.</li> <li>• 10-50% if applicable and no Value-Added data available.</li> <li>• From ODE-Approved List published on ODE website</li> <li>○ Vendors demonstrate how assessment can measure growth</li> </ul>
C	LEA-Determined Measures	<ul style="list-style-type: none"> <li>• Teacher Category A2: MAY use in proportion to teacher's schedule, LEA decision</li> <li>• Teacher Category B: MAY use depending on LEA decisions</li> <li>• Teacher Category C: MUST use for 50%</li> <li>• Three types of LEA-Determined Measures <ul style="list-style-type: none"> <li>○ <b>Student Learning Objective (SLO)</b> process for measures that are specific to relevant subject matter. Measures must be district-approved and may include: <ul style="list-style-type: none"> <li>teacher created assessments</li> <li>performance assessments</li> <li>rubric-based assessments</li> <li>business &amp; industry certification</li> <li>state or national assessments</li> </ul> </li> <li>○ Teacher Category A2 (with Value-Added) also may use Vendor assessments as an LEA-determined measure proportionate to the teacher's schedule for non-Value-Added courses/subjects</li> </ul> </li> </ul>

**Ohio Teacher Evaluation System  
Manchester Local School District  
Final Calculation of Student Growth Measures Using Student Attendance**

**Student Growth Measures Using Student Attendance**

**Utilize HB59**

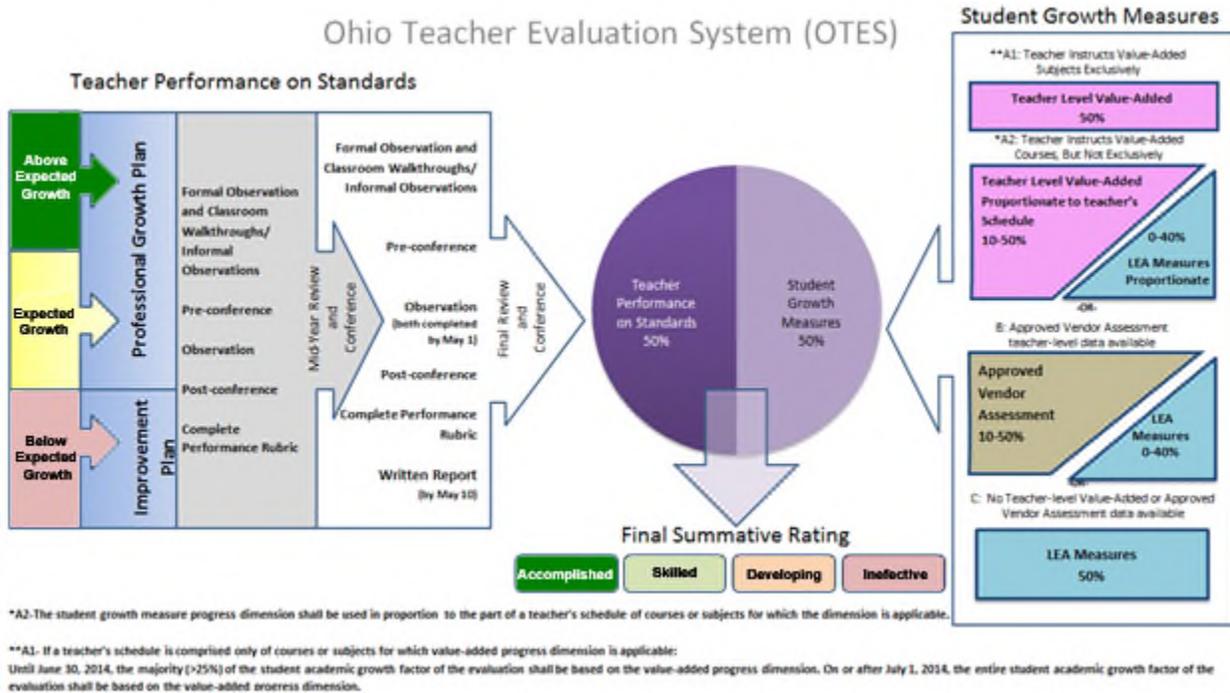
In the calculation for student academic growth, a student who has forty-five or more excused or unexcused absences during the full academic year will not be included.

Am. Sub. HB 59 (September 29, 2013)

**Ohio Teacher Evaluation System  
Manchester Local School District  
Student Growth Measures — Pre-Assessment and Target Scores**

MLSD will allow growth targets to be determined by teachers within their individual SLOs and reviewed / approved by SLO Committee.

# Ohio Teacher Evaluation System Manchester Local School District Final Summative Rating



Each category's sub-scores are combined on the lookup table to determine rating. The vertical axis of the lookup table represents student growth measures, and the horizontal axis on the table represents teacher performance. By using the lookup table, a final summative rating will be determined. See Appendix C (under development, to be added at a later date) for further information.

		Teacher Performance			
		Accomplished	Skilled	Developing	Ineffective
Student Growth	Above	Accomplished	Accomplished	Skilled	Developing
	Expected	Skilled	Skilled	Developing	Developing
	Below	Developing	Developing	Ineffective	Ineffective

## **Ohio Teacher Evaluation System Manchester Local School District Student Learning Objectives (SLOs) - Guidelines**

1. The MLSD has adopted a baseline for Student Learning Objectives (SLOs). The pre/post assessments will be valued at 100 points unless
2. During the 2013-2014 school year, teachers will submit two SLOs.
3. Teachers will submit SLOs to their building SLO Committee by the second Monday of September.
4. Approving of SLOs:
  - A. Elementary School SLO Committees (yet to be determined)
  - B. Middle School and/or High School SLO Committees (yet to be determined)
5. SLO Committees will approve and provide feedback for all SLOs by September 30. (approval/non approval notice with feedback)
6. If the SLO is not approved, the teacher must correct and resubmit the SLO within 10 working days of date returned to teacher. The SLO Approval Team must approve or disapprove the resubmitted SLO by November 1<sup>st</sup>.
7. SLO Committees will use the suggested ODE checklist to review all SLOs, or utilize the ODE template with the checklist imbedded.
8. The MLSD will accept portfolios and performance based assessments. Each of the two SLOs will count 25% of the student growth measure, making the total 50%. Anyone submitting portfolio or performance based SLOs are required to submit evaluation rubrics when submitting SLOs for approval.
9. The teacher's final SLO will be scored by the same SLO Committee that approved each teacher's SLO. All SLO documentation must be provided to the SLO Committee for the final SLO scoring process to be complete.
10. The Manchester Local School District will not accept shared attribution.

### **Consequences for missing deadlines**

1. If teachers do not meet expected or determined deadlines, evaluators will reflect this concern in the professionalism standard as addressed in the teacher's evaluation by credentialed evaluator, unless further action is warranted.

**Ohio Teacher Evaluation System  
Manchester Local School District  
Student Learning Objectives (SLOs) - Template**

*Each box of this template should be completed while referring to the SLO Template Checklist.*

**Teacher Name:**

**Content Area and Course(s):**

**Grade Level:**

**Academic Year:**

**Baseline and Trend Data**

*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?*

- Identifies sources of information about students (e.g., test scores from prior years, results or pre-assessments)
- Draws upon trend data, if available
- Summarizes teacher's analysis of the baseline data by identifying student strengths and weaknesses

**Student Population**

*Which students will be included in this SLO? Include course, grade level, and number of students.*

- Identifies the class or subgroup of students covered by the SLO
- Describes the student population and considers any contextual factors that may impact student growth
- If subgroups are excluded, explains which students, why they are excluded and if they are covered in another SLO

### Interval of Instruction

What is the duration of the course that the SLO will cover? Include beginning and end dates.

- Matches the length of the course (e.g., quarter, semester, year)

### Standards and Content

*What content will the SLO target? To what related standards is the SLO aligned?*

- Specifies 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
- Represents the big ideas or domains of the content taught during the interval of instruction
- Identifies core knowledge and skills students are expected to attain as required by the applicable standards (if the SLO is targeted)

### Assessment(s)

*What assessment(s) will be used to measure student growth for this SLO?*

- Identifies assessments that have been reviewed by content experts to effectively measure course content and reliably measure student learning as intended
- Selects measures with sufficient "stretch" so that all students may demonstrate learning, or identifies supplemental assessments to cover all ability levels in the course
- Provides a plan for combining assessments if multiple summative assessments are used
- Follows the guidelines for appropriate assessments

**Growth Target(s)**

*Considering all available data and content requirements, what growth target(s) can students be expected to reach?*

- All students in the class have a growth target in at least one SLO
- Uses baseline or pretest data to determine appropriate growth
- Sets developmentally appropriate targets
- Creates tiered targets when appropriate so that all students may be able to demonstrate growth
- Sets ambiguous yet attainable targets

**Rationale for Growth Target(s)**

*What is your rationale for setting the target(s) for student growth within the interval of instruction?*

- Demonstrates teacher knowledge of students and content
- Explains why target is appropriate for the population
- Addresses observed student needs
- Uses data to identify student needs and determine appropriate growth targets
- Explains how targets align with broader school and district goals
- Sets rigorous expectations for students and teachers(s)

**Teacher Signature:** \_\_\_\_\_

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

### 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.*

<b>Baseline and Trend Data</b>	<b>Student Population</b>	<b>Interval of Instruction</b>	<b>Standards and Content</b>	<b>Assessment(s)</b>	<b>Growth Target(s)</b>	<b>Rationale for Growth Target(s)</b>
<i>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?</i>	<i>Which students will be included in this SLO? Include course, grade level, and number of students.</i>	<i>What is the duration of the course that the SLO will cover? Include beginning and end dates.</i>	<i>What content will the SLO target? To what related standards is the SLO aligned?</i>	<i>What assessment(s) will be used to measure student growth for this SLO?</i>	<i>Considering all available data and content requirements, what growth target(s) can students be expected to reach?</i>	<i>What is your rationale for setting the target(s) for student growth within the interval of instruction?</i>
<input type="checkbox"/> Identifies sources of information about students (e.g., test scores from prior years, results of preassessments) <input type="checkbox"/> Draws upon trend data, if available <input type="checkbox"/> Summarizes the teacher's analysis of the baseline data by identifying student strengths and weaknesses	<input type="checkbox"/> Identifies the class or subgroup of students covered by the SLO <input type="checkbox"/> Describes the student population and considers any contextual factors that may impact student growth <input type="checkbox"/> If subgroups are excluded, explains which students, why they are excluded and if they are covered in another SLO	<input type="checkbox"/> Matches the length of the course (e.g., quarter, semester, year)	<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 <input type="checkbox"/> Represents the big ideas or domains of the content taught during the interval of instruction <input type="checkbox"/> Identifies core knowledge and skills students are expected to attain as required by the applicable standards (if the SLO is targeted)	<input type="checkbox"/> Identifies assessments that have been reviewed by content experts to effectively measure course content and reliably measure student learning as intended <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 <input type="checkbox"/> Provides a plan for combining assessments if multiple summative assessments are used <input type="checkbox"/> Follows the guidelines for appropriate assessments	<input type="checkbox"/> All students in the class have a growth target in at least one SLO <input type="checkbox"/> Uses baseline or pretest data to determine appropriate growth <input type="checkbox"/> Sets developmentally appropriate targets <input type="checkbox"/> Creates tiered targets when appropriate so that all students may demonstrate growth <input type="checkbox"/> Sets ambitious yet attainable targets	<input type="checkbox"/> Demonstrates teacher knowledge of students and content <input type="checkbox"/> Explains why target is appropriate for the population <input type="checkbox"/> Addresses observed student needs <input type="checkbox"/> Uses data to identify student needs and determine appropriate growth targets <input type="checkbox"/> Explains how targets align with broader school and district goals <input type="checkbox"/> Sets rigorous expectations for students and teacher(s)

**Ohio Teacher Evaluation System  
Manchester Local School District  
SLOs – Approval Status and Feedback**

Submitted _____
Resubmitted _____

Name: \_\_\_\_\_ Grade(s): \_\_\_\_\_

SLO Approval Team Names: \_\_\_\_\_

Subject \_\_\_\_\_ SLO Focus Area: \_\_\_\_\_

Based on the TBT's review, the SLO approval status is:

**Approved**

The SLO has met the criteria and expectations outlined in the SLO guidance checklist.

As a result:

- The SLO provides a measurable focus for improvement efforts.
- The SLO covers critical course content and identifies the student population(s).
- The SLO demonstrates the essential need for improved student learning.
- The SLO leads to improved educational opportunities for all students.

**Not Approved**

The SLO does not meet the criteria and expectations outlined in the SLO guidance

Checklist and requires further development in the areas listed below. Once revisions of the areas noted below are completed, resubmit the SLO.

_____ <i>Baseline and Trend Data</i>	_____ <i>Assessment(s)</i>
_____ <i>Student Population</i>	_____ <i>Growth Target(s)</i>
_____ <i>Interval of Instruction</i>	_____ <i>Rationale for Growth Target(s)</i>
_____ <i>Standards and Content</i>	Other:

**Administrator's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

## **Ohio Teacher Evaluation System Manchester Local School District Classroom Walkthroughs / Informal Observations**

### **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 evidence-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 part 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, skilled or accomplished.*

\*Classroom walkthroughs/informal observations are anything less than 30 minutes.

## **Ohio Teacher Evaluation System Manchester Local School District Evaluation Timeline**

### **Evaluation Timeline**

Per SB 316, District administrators shall conduct an evaluation of each teacher subject to this Handbook at least annually. Each evaluation shall include: 1) Two (2) cycles of formal observations of at least thirty (30) minutes each; and 2) Periodic classroom walkthroughs/informal observations by the evaluator. All teacher evaluations shall be completed by the first day of May and each teacher subject to this Handbook shall be provided with a written copy of the evaluation results by the tenth day of May.

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

The Manchester Local Board of Education has agreed to provide a teacher receiving an effectiveness rating of "Accomplished" to choose one of the two options regarding their evaluation.

#### **Option #1**

The Manchester Local Board of Education elects to evaluate a teacher receiving a summative effectiveness rating of "Accomplished" on the teacher's most recent evaluation conducted pursuant to this Handbook once every two years. Any biennial evaluation conducted under this provision must be conducted and completed by the first day of May, and the teacher shall be provided with a written copy of the evaluation results by the tenth day of May.

#### **Option #2**

The Manchester Local Board of Education elects to evaluate a teacher receiving an effectiveness rating of "Accomplished" on the teacher's most recent evaluation conducted pursuant to this Handbook, via one formal observation provided the teacher completes a project that has been approved by the Board to demonstrate the teacher's continued growth and practice at the Accomplished level. The project will be evaluated according to an established rubric and submitted as the teacher performance rating in eTPES. The teacher must submit a proposed project to the Superintendent no later than October 1<sup>st</sup>, for the Superintendent to obtain the necessary Board approval. The teacher will receive a response from the Superintendent regarding the proposed project within two weeks after the submission.

(\*The Manchester Local School District's project requirements can be found in the "Manchester Project Booklet")

## **Ohio Teacher Evaluation System Manchester Local School District Post Conference Planning**

### **Post Conference Planning**

The goal for the conference leader is to cognitively coach the teacher through the use of reflective questions. There are four key elements of the Instructional Post-Conference.

1. Introduction
  - Review Conference Process
  - General Impression Question (How do you think the lesson went?)
2. Reinforcing the teacher
  - Identify an area of Reinforcement
  - Ask self-Analysis Question
  - Provide evidence from notes
3. Refining the Teacher's Skill:
  - Identify an area of refinement
  - Ask Self-Analysis Question
  - Provide evidence from notes
  - Give a recommendation for future practice
4. Present evidence and rating connected to rubric

# Ohio Teacher Evaluation System Manchester Local School District Requirements for Professional Growth Plan or Improvement Plan

## Credentialed Evaluators

The Board will adopt a list of approved credentialed evaluators. Each teacher evaluation conducted under this Handbook 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.

## Professional Growth and Improvement Plans

Teachers must develop professional growth or improvement plans based on the Evaluation Matrix. Teachers who meet Above-Expected levels of student growth must develop a professional growth plan and have the opportunity to choose their credentialed evaluator for the evaluation cycle from the Board-approved list. The professional growth plan shall include the following components as listed below.

Teachers who meet Expected levels of student growth must develop a professional growth plan collaboratively with a credentialed evaluator for the evaluation cycle from the Board-approved list. The teacher will have input on the selection of a credentialed evaluator for the evaluation cycle. The professional growth plan shall include the following components:

## Requirements for Professional Growth Plan or Improvement Plan

**Processes:** A Professional Growth Plan or an Improvement Plan is based on Student Growth Measures as designated on the Summative Evaluation Matrix and/or performance on the standards as noted in the teacher performance rubric.

Above Expected Growth	Expected Growth	Below Expected Growth	Description of Requirements for Professional Growth or Improvement Plan
✓	✓		Growth Plan
		✓	Improvement Plan
✓			Self-Directed by Teacher
	✓		Collaborative – Teacher and Evaluator
		✓	Directed by the Evaluator
✓	✓	✓	Professional Conversations
✓	✓	✓	Mid-Year Progress Check
✓	✓	✓	End-of-Year Evaluation

**High Level of Autonomy**

**Medium Amount of Autonomy**

**Low Level of Autonomy**

## **Ohio Teacher Evaluation System Manchester Local School District Requirements for Professional Growth Plan or Improvement Plan**

### **Professional Growth Plan**

Professional Growth Plans help teachers focus on areas of professional development that will enable them to improve their practice. Teachers are accountable for the implementation and completion of the plan and may use the plan as a starting point for the school year. (The Professional Growth Plan is intended to be one academic year in duration and may support the goals of the Individual Professional Development Plan - IPDP. The Professional Growth Plan is not intended to replace the IPDP.) The professional growth plan and process includes feedback from the evaluator as well as the teacher's self-assessment, and the support needed to further the teacher's continuous growth and development. Professional development should be individualized to the needs of the teacher and students (based on available data), and specifically relate to the teacher's areas for growth as identified in the teacher's evaluation. The evaluator should recommend professional development opportunities, and support the teacher by providing resources (e.g., time, financial). The growth plan should be reflective of the data available and include:

- Identification of area(s) for future professional growth;
- Specific resources and opportunities to assist the teacher in enhancing skills, knowledge and practice;
- Outcomes that will enable the teacher to increase student learning and achievement.



## **Ohio Teacher Evaluation System Manchester Local School District Improvement Plan**

Teachers who meet Below-Expected levels of student growth must comply with an Improvement Plan developed by the credentialed evaluator assigned by the Superintendent/designee for the evaluation cycle from the Board-approved list. The improvement plan shall include the following components:

### **Improvement Plan**

Improvement Plans are developed for a teacher by the evaluator in response to ineffective ratings in performance and/or student growth. The Improvement Plan is intended to identify specific areas for improvement of performance and for identifying guidance and support needed to help the teacher improve. A plan of improvement may be initiated at any time during the evaluation cycle by the evaluator based on deficiencies in performance as documented by evidence collected by the evaluator. When an improvement plan is initiated by an administrator, it is the responsibility of the administrator to:

- Identify, in writing, the specific area(s) for improvement to be addressed in relationship to the Ohio Standards for the Teaching Profession;
- Specify, in writing, the desired level of performance that is expected to improve and a reasonable period of time to correct the deficiencies;
- Develop and implement a written plan for improvement that will be initiated immediately and includes resources and assistance available;
- Determine additional education or professional development needed to improve in the identified area(s);
- Gather evidence of progress or lack of progress.

A reassessment of the educator's performance shall be completed in accordance with the written plan (multiple opportunities for observation of performance). Upon reassessment of the educator's performance, if improvement has been documented at an acceptable level of performance, the regular evaluation cycle will resume. If the teacher's performance continues to remain at an ineffective level, the supervising administrator may reinstate the improvement plan with additional recommendations for improvement or take the necessary steps to recommend dismissal.

## Ohio Teacher Evaluation System Manchester Local School District Improvement Plan - Template

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 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)

## Ohio Teacher Evaluation System Manchester Local School District Improvement Plan - Template

### 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.

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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.*

**Ohio Teacher Evaluation System  
Manchester Local School District  
Evaluation of Improvement Plan**

Teacher Name: \_\_\_\_\_ Grade Level/Subject: \_\_\_\_\_

School year: \_\_\_\_\_ Building: \_\_\_\_\_ Date of Improvement Plan 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 actions 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.*

## **Ohio Teacher Evaluation System Manchester Local School District**

### **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, and geography.

### **Removal of Poorly-Performing Teachers**

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

Teachers of core subject areas as defined by state law, who have received a rating of Ineffective for two of the three most recent school years must register for and take all written examinations of content knowledge selected by the Ohio Department of Education.

- If a teacher passes an examination and provides proof of that passage to the teacher's employer, the employer, shall require the teacher, at the teacher's expense, to complete professional development that is targeted to the deficiencies identified in the teacher's evaluations.
- If the teacher receives a rating of Ineffective on the next teacher's evaluation after completion of the professional development, or the teacher fails to complete the professional development, it shall be grounds of termination of the teacher under section 3319.16 of the Revised Code.
- If a teacher who takes the examination passes that examination, and provides proof of the passage to the teacher's employer, the teacher shall not be required to take the examination again for three years, regardless of the teacher's evaluation ratings or the Performance Index Score ranking of the building in which the teacher teaches.
- No teacher shall be responsible for the cost of taking an examination under this section.
- The teacher's examination results can be used for developing and revision of professional development plans and in deciding whether or not to continue employing the teacher. However, no decision to terminate or not to renew a teacher's employment contract shall be made solely, on the basis of the results of a teacher's examination under this section until and unless the teacher has not attained a passing score on the same required examination for at least three consecutive administrations of that examination. The evaluator will expect to observe practices that were addressed in the professional development or improvement plan during walkthroughs or observations.

### **Professional Development**

The Board plans for the allocation of financial resources to support professional development specifically aligned to address the standards outlined in the evaluation rubric available to all teachers, regardless of performance ratings outside of the guidelines of ORC 3319.16.