

STATE EMPLOYMENT
RELATIONS BOARD

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Negotiated Agreement

between the

**Westfall Education
Association**

and the

Westfall Board of Education

July 1, 2013 – June 30, 2016

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ARTICLE I.
RECOGNITION

A. Recognition

1. The Westfall Local Board of Education hereinafter referred to as the “Board” recognizes the Westfall Education Association OEA/NEA/CENTRAL hereinafter referred to as the “Association”, as the exclusive and sole bargaining agent for all classroom teachers, counselors and special teachers.
2. Substitutes employed in the Westfall Local School District on a continuous basis in the same position for a period of sixty (60) or more days and those employed on a continuous basis or a combination of days thereof for one hundred twenty (120) days or more shall be members of the bargaining unit but shall be specifically excluded from the application of the contract renewal provisions of this Agreement and/or Sections 3319.11 and 3319.111 ORC. Substitute teachers thusly employed shall have no right to employment or reemployment in any subsequent year unless offered a regular contract of employment by the Board. Inclusion in the bargaining unit shall remain until the return to duty of the teacher whose position the substitute was employed to fill or the end of the current year, whichever shall come first.
3. Excluded from the bargaining unit shall be casual and day-to-day substitute teachers, non-certified employees, superintendent, principals, assistant principals, and all administrative and supervisory staff defined in Section 4117.01(F) ORC.

B. Definitions

1. Bargaining unit members shall mean any member of the bargaining unit, as defined in A (1) above.

C. Fair Share Fee

1. In accordance with the provisions of Section 4117.09(C) of the Ohio Revised Code, effective July 1, 2000 the Board shall deduct from the pay of new members of the bargaining unit who elect not to become members of the Westfall Education Association and those who join the Association during the 2000-2001 school year but later elect to withdraw from the Association a fair share fee for the Association’s representation of such non-members during the term of this Agreement.
2. The Association shall provide reasonable notification to the above-described nonmembers of the “fair share fee” and their right to object to the amount of the fee prior to the deduction of said fee. 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. The Association shall make available to any non-member so requesting the required financial disclosure upon which the “fair share fee” was determined.
3. The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the ORC and that a procedure for challenging the amount of the representation fee has been established and will be given to

each above described non-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 of the State of Ohio.

4. Upon timely demand, above described 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.
5. Notice of the amount of the annual "fair share fee", which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board by September 30th of each year during the term of this Agreement for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Ohio Education Association.
6. Payroll deductions of such "fair share fees" shall begin at the second payroll period in January, except that no "fair share fee" deductions shall be made for bargaining unit members employed after October 31 until the member has been apprised of his/her rights under the Association's rebate procedure.
7. 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 "fare 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 date of membership.
8. The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such "fair share fee" deductions were made, the period covered, and the amounts deducted.
9. The Association shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Board for the purpose of complying with this Fair Share Fee Procedure.
10. The Association shall extend to the Board the right to designate its own counsel to assist in the defense in addition to allowing the Board the rights to waive indemnification by the Association at any time and provide its own defense.

D. Joint Vocational Teachers

The Association and the Board agree that state-approved Westfall vocational programs may be subcontracted to the Pickaway-Ross County Joint Vocational School.

ARTICLE II.
RIGHTS

A. Management Rights

The Association recognizes the Board as the locally elected body charged by the Statutes of the State of Ohio with the establishment of policies for public education in the Westfall Local

Westfall Education Association Master Agreement July 1, 2013 – June 30, 2016
School District and as the employer of all certificated personnel of the school system. The Board shall have all rights as provided under the laws of the State of Ohio and the United States.

B. Association Rights

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

1. Information Concerning Board Meetings

a. Prior to each regular or special Board meeting, the Board shall provide the Association with a copy of (1) the Board agenda which shall be given to each building representative the morning of the day of the Board meeting during the months of September through May. A copy shall be mailed to the President of the Association at the same time the agenda is mailed to Board members during the months of June through August; (2) the approved minutes of the prior regular or any special meeting; (3) any final budget or appropriation resolution; and (4) complete June Treasurer's Report.

b. Notice of Board Meeting

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

c. Board Meeting Participation

The Board shall allow upon the submission of a written request from the Association President to the Superintendent, a reasonable period of time, not to exceed ten (10) minutes, to speak during the time reserved for public discussion at regular Board meetings.

2. Directory Information

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

3. School Mail

The Association may make use of the regular school mailboxes and e-mail system, provided that said use does not interfere with the Board's operational needs for the mailboxes or e-mail system.

4. Use of Bulletin Boards

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

5. General Teachers Meetings

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

6. Use of School Building

- a. The Association shall have the right to use the school building for Association meetings after the teacher workday.
- b. The Association will give the building principal reasonable advance notice of its desire to use a particular building for a meeting so that provisions may be made for appropriate custodial or security service.
- c. The Board will charge the Association only for custodial overtime costs, if any, incurred as a result of Association meetings.

7. Use of School Equipment

The Association may use school telephones, typewriters, ditto machines, mimeograph machines, copiers, audio-visual equipment, fax machines and computers provided they are not being used or are not required for any school business or activity. The Association shall reimburse the Board for all long distance calls including applicable tax. Use of copiers shall be limited to no more than 15 copies. When the Administration requires personal access codes for members using copying equipment, then everyone using copying equipment shall be required to use a personal access code. When the usage list is generated by the Administration, the Association shall also be provided access to the same usage list that shows all individual's names and the number of copies they made.

8. Transaction of Association Business

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

9. Released Time for the Association

Duly elected or designated representatives of the Westfall Education Association will be released from duty without loss of pay to attend official meetings of the National Education Association, Ohio Education Association, and Central Ohio Teachers Association. Such released days shall be limited to a cumulative total of four (4).

10. Discussion Forum

A forum shall be established with five (5) members appointed by the Board and five (5) members appointed by the Association. The purpose of such forum shall be to constructively exchange ideas and information and to address concerns that have been presented to the Administration but have not been resolved at either the building or district level. Co-chairpersons shall be elected by each group of appointees.

All items, which may be subsequently forwarded to the Discussion Forum, shall first be submitted to the appropriate administrator on the approved form for his/her possible disposition. Items on the Agenda for discussion shall be given to the Co-Chairpersons or their designee at least seven (7) days prior to a Discussion Forum meeting. Each item shall be written on the Discussion Forum form. (See Appendix Q).

The Discussion Forum shall meet the months of September, October, December, February and May. The September meeting shall be a planning meeting, i.e., setting meeting dates and selection of co-chairpersons. One additional meeting shall be set if requested by the Board or Association. Uniform notes shall be taken and distributed to all members and buildings.

C. Individual Rights

1. Neither the Board nor the Association shall unlawfully discriminate against bargaining unit personnel, including the application of this Agreement on any basis prohibited by applicable law.
2. Nothing in this document shall prohibit any member of the bargaining unit from communicating his/her views to the Superintendent or the Board.

ARTICLE III.
NEGOTIATIONS PROCEDURE

A. Purpose

1. The purpose of negotiations is to reach agreement on issues submitted for negotiations by the parties.
2. Scope - The scope of negotiations shall be limited to wages, hours, terms and other conditions of employment, and the continuation, modification and deletion of a provision of this Master Agreement.
3. Successor Agreement - Negotiations for a successor agreement shall be in accordance with Ohio Revised Code, Chapter 4117, except as otherwise noted herein.

B. Directing Requests

1. A notice to negotiate may be submitted by the Board to the Association President or by the Association President to the Board President between March 1 through and including March 31 of the year the contract is set to expire. The initiating party shall send a copy of the notice to negotiate to SERB.

2. Within ten (10) calendar days after the notice to negotiate is received, the representatives of the Association and the Board will reach an agreement as to the time, location, and date of the meeting which shall be held within fifteen (15) days of the request, unless otherwise mutually agreed to by the parties.
3. At the initial session, the parties shall exchange their detailed written proposals. No new items shall be submitted thereafter except upon mutual agreement of the teams.

C. Negotiating Meetings

1. Meetings shall be closed to the public unless mutually agreed to.
2. All meetings shall be scheduled with no interruption of or resulting interference with school hours unless previously agreed to by both the Board and Association. If it becomes necessary to conduct negotiations during school hours, release time shall be provided.

D. Representation

1. The negotiation teams of the Board and the Association shall not have more than five (5) members, a majority of whom shall be employees or officials of the district.
2. Each party has the right to choose their representatives either from within or outside the school district and each party shall clothe their representatives with the power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

E. Procedure While Negotiations Are In Progress

1. Caucus

The chairman of either group may recess his group for independent caucus at any time for a period of thirty (30) minutes or as otherwise mutually agreed.

2. Protocol

No action to coerce or censor or penalize any negotiating participant shall be made or implied by any member as a result of participation in the negotiation process.

3. Item Agreement

As negotiated items receive tentative agreement, they shall be reduced to writing and initialed by each party's chief negotiator.

4. Schedule of Meetings

Before each negotiation session officially adjourns, the agenda, time and place for the next session shall be mutually agreed upon by the chief negotiators.

5. Final Agreement

No agreement shall be considered final until after ratification and approval by the Association membership and the Board of Education.

6. Press Releases

Prior to impasse, no press releases shall be issued without mutual agreement of the parties.

F. Agreement

1. When agreement is reached on those matters being negotiated, the outcome shall be reduced to writing and submitted first to the Association and then to the Board for formal approval. Following the conclusion of negotiations, the Association shall have ten (10) days to take a ratification vote. Following the Association's ratification vote, the Board shall have ten (10) days to take its ratification vote.

G. Impasse

1. In the event negotiations are not completed within sixty (60) days following the initial exchange of proposals, either party may request mediation conducted by the Federal Mediation and Conciliation Service (FMCS). Upon such request by either party, the parties shall submit a joint written request to the FMCS to provide a mediator to facilitate bargaining. Mediation shall begin as soon as the mediator is available and shall continue until the expiration of the collective bargaining agreement, and, if the parties mutually agree may continue thereafter. The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.
2. In the event there are costs and expenses, which may be incurred in securing and utilizing the services of a mediator, such costs will be shared equally by the Board and the Association.

H. Copies of Final Agreement

1. There shall be three (3) signed copies of the final agreement. One copy shall be retained by the Board, one by the Association, and one shall be submitted to SERB.

I. In-Term Bargaining

1. In the event in-term bargaining is agreed to, or if it is not agreed to but ordered by SERB and/or a court of competent jurisdiction, after all appeals or times for appeal have been exhausted, said negotiations shall be governed in accordance with the provisions of this Article.

ARTICLE IV.
GRIEVANCE PROCEDURE

A. Definitions

1. "Association" shall mean the Westfall Education Association.

2. "Administration" shall mean the Superintendent, Assistant Superintendent, and Principals.
3. "Board of Education" and "Board" shall mean the Westfall Local Board of Education.
4. "Days" shall mean calendar days except legal holidays unless specified differently. This definition of days shall apply throughout this Agreement.
5. "Grievance" shall mean a complaint involving the alleged violation, misrepresentation or misapplication of the written provisions of the negotiated agreement between the Association and the Board of Education. See Appendix G.
6. "Grievant" shall mean a teacher(s) or the Association initiating a claim.
7. "Immediate Supervisor" shall mean that administrator having immediate supervisory responsibility over the grievant.
8. "Teacher" shall mean a member of the bargaining unit.

B. Rights of the Grievant and the Association

1. A grievant shall be accompanied at all times and at all steps of the grievance procedure by a representative of the Association.
2. The purpose of these procedures is to secure, at the lowest level administrator having authority to resolve the grievance, equitable solutions to grievances.
3. All parties agree that the grievances will be kept as confidential as is appropriate and processed as expeditiously as possible.

C. Time Limits

1. In order that grievances may be processed as rapidly as possible, the number of days indicated at each level is maximum. Every effort will be made to expedite the procedures; however, the time limits may be extended in writing by mutual agreement of both parties. Absence of a grievant or applicable administrator will automatically provide a five (5) day extension.
2. If the grievant does not file a grievance in writing within twenty (20) instruction days, which may be extended to forty (40) calendar days if the normal twenty (20) day period would end when school is not in session, of the occurrence of the act or condition on which the grievance is based, or the time from which the act or occurrence could reasonably be known, then the grievance shall be considered waived.
3. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.
4. All notices of hearings, dispositions of grievances, written grievances and appeals shall be in writing and hand delivered or mailed by certified mail, return receipt requested. The bargaining agent shall receive copies of all notices.

5. Hearings held under this procedure shall be conducted at a time and place, which will afford a fair, and reasonable opportunity for all persons entitled to be present to attend.

D. Informal Procedure

1. A grievance may first be presented to the Principal or immediate supervisor in an attempt to resolve the problem.

E. Formal Procedure

1. **Step One:** If the grievance is not resolved by the informal procedure, or if the grievant elects not to use the informal procedure, it may be pursued further by submitting a completed Grievance Report Form. A copy of this form shall be submitted by the grievant to the immediate supervisor. Within five (5) days of receipt of the Grievance Report Form, the immediate supervisor shall meet with the grievant. The immediate supervisor shall write a disposition of the grievance within three (3) days after such meeting by completing Step I of the Grievance Report Form and returning a copy to the grievant, Association and the Superintendent.
2. **Step Two:** If the grievant is not satisfied with the disposition of the grievance in Step I, the grievant shall complete the Grievance Report Form, Step II, and submit same to the Superintendent within ten (10) days of the receipt of its disposition at Step I. Within ten (10) school days of receipt of the grievance form, the Superintendent shall meet with the grievant. Within five (5) days of the meeting, the Superintendent shall write his/her disposition of the grievance by completing his/her portion of Step II, forward a copy to the grievant, the Association and the immediate supervisor.
3. **Step Three:** If the grievant is not satisfied with the disposition of the grievance at Step II, the grievant (through the Association) may, within ten (10) days from the receipt of the Step II answer, request a hearing before an arbitrator by completing Grievance Report Form, Step III and submitting it to the Superintendent.

Unless the parties select an arbitrator by mutual agreement, the request for arbitration shall be submitted to the American Arbitration Association in writing with a copy forwarded to the Superintendent.

The petition from AAA will provide both parties with a list of names from which an arbitrator will be selected by the Voluntary Rules of the AAA. Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the AAA.

The Arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be final and binding on the Board, the Association and the Grievant.

The Arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining contract or add to, detract from, or modify the language herein.

In the event a grievance is appealed to any arbitrator and the arbitrator determines that he/she has not authority or power on which to rule, it shall be referred back to the Association and the Board without decision or recommendation on its merits.

All expenses for the Arbitrator shall be shared equally by the Board and the Association.

- F. A grievance may be withdrawn at any level without prejudice or record.

ARTICLE V.
LEAVES OF ABSENCE

A. Sick Leave

1. The sick leave accumulated by an employee may accumulate to 260 days. The maximum accumulation for Severance Pay purposes, however, shall be 220 days.
2. Sick leave will accumulate at the rate of one and one-fourth (1-1/4) days per month. Sick days may be used in increments of one-quarter (1/4) and one-half (1/2) days. When using a one-quarter (1/4) of a day the teacher must find his/her own coverage within the teacher's building. The teacher(s) providing coverage shall be paid a total of one-quarter (1/4) of current county substitute daily rate.
3. A teacher may use sick leave for an absence due to personal illness, pregnancy, injury, exposure to contagious disease that could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family. Immediate family shall be defined as spouse, parent, children, stepchildren, brother, sister, corresponding in-laws, grandparents, and others living in the employee's household.
4. The teacher shall upon return furnish a written signed statement to justify the use of sick leave. If requested by the administration, the teacher shall also list the name of the attending physician, if medical attention was required, and the date(s) that he/she was consulted.
5. When there is an expectation that an employee will use in excess of five (5) consecutive sick leave days, the employee shall inform the Superintendent/designee of the number of anticipated days to be used. If the absence continues beyond ten days for the reason of illness the Board may request a verification statement from a physician. The employee shall give the Board three (3) days' notice prior to his/her return from sick leave.
6. Sick Leave Pool - In the event a teacher exhausts his/her sick leave and any other available leave accumulation due to a catastrophic illness, the teacher may request a loan of sick leave days that have been voluntarily donated by unit members to the district sick leave pool. The sick leave pool will not be available to employees outside the bargaining unit.

In the event there is a question as to whether the illness is catastrophic, three Association representatives, the Superintendent and Treasurer shall meet and make a determination.

In no case shall this plan prevent or prolong a unit member's applying for and going on disability retirement. In no instance shall a person be allocated more than thirty (30) days from the pool. A request for donations shall be made only when use is anticipated.

B. Non-Use Incentive Leave

1. Members employed to teach the total number of days required in accordance with Article VII B 1 of this Agreement, and who use no more than two (2) days of both sick leave and personal leave combined, shall be eligible to receive an amount equal to two times his/her per diem salary rate exclusive of supplemental salary. Payment to employees shall be the second pay in June.

C. Personal Leave

1. Personal leave requests shall be submitted to the Superintendent/Designee at least three (3) days in advance of taking personal leave. A personal leave request may be denied if greater than 15% of the staff in any building is absent due to personal leave.
2. Personal leave days shall not be cumulative from one year to the next.
3. Personal leave may not be taken to earn additional compensation or seek other work.
4. Members of the bargaining unit shall be granted three (3) days of unrestricted personal leave (unrestricted personal leave does not require a specific reason for the request but has certain limitations as to when it may be taken) with the following limitations:
 - a. Unrestricted personal leave shall not be taken on scheduled in-service days, parent-teacher conference days, to extend a holiday or vacation period, the first week of school or the last ten (10) days of the school year except in cases of a personal emergency. In the case of an emergency the building principal must be notified and the form completed upon return. If extenuating circumstances arise, a teacher may request the superintendent to waive this restriction.

D. Assault Leave

1. Any member of the bargaining unit who is unable to perform his/her contract duties due to physical disability directly resulting from an assault while he/she is in the course of Board employment, while on duty, either on school grounds during school hours or where requested/required to be in attendance at a school function, shall be eligible to receive assault leave.
2. Assault leave shall initially be granted for ten (10) working days. An extension shall be granted following the submission of a statement from a licensed physician stating the nature of the disability and its anticipated duration.
3. To be eligible for assault leave, the employee shall submit to the Treasurer, a signed statement indicating the nature of the injury, the date of its occurrence, the identity of the person(s) causing the assault, if known, and the facts surrounding the assault. Assault leave will not be deducted from sick leave.
4. Full payment for assault leave, less worker's compensation, shall not exceed the member's per diem rate of pay and will not be approved for payment unless and until the requirements above are met.
5. The employee who is assaulted shall file criminal charges against the assailant.

6. If the disability, according to the physician's statement in #2 above, is to be long term, the employee shall apply for worker's compensation and/or STRS disability retirement.

E. Parental Leave

1. Any employee who is pregnant or expecting the birth of a child and who desires to return to the employ of the Board subsequent to his/her pregnancy shall at his/her request and at his/her option on the conditions set forth below be granted a maternity leave of absence, without pay (except that an employee may use sick leave for the period of disability).
2. The employee shall in writing notify the Superintendent of the pregnancy on the form provided and marked as Appendix G. He/she shall also indicate the approximate effective date(s) (beginning and ending dates) of the requested maternity leave. The notification shall state the approximate date of the delivery.
3. The leave of absence shall be for a period of disability or the balance of the school year in which delivery occurs unless such leave is earlier terminated as hereinafter provided. If the employee elects to remain out only for the period of disability, the employee shall be reinstated to the position vacated. By the conclusion of the sixth (6th) week of leave, the employee shall be obligated to indicate whether he/she intends to return to work by the conclusion of the disabling condition or remain out of work the duration of the school year. If the employee remains out beyond the period of disability for child-rearing purposes, reinstatement shall be to the first available opening in the teacher's area of certification. Upon request of the employee, leave may be extended for one (1) additional school year.
4. Individuals on leave shall notify the Superintendent, by letter, of plans for the coming school year by March 1 preceding that school year. If notification is not received on time, it will be assumed that the individual on leave does not wish to return to employment with the Board. If notification is received on time, the employee shall be placed in a position as of the beginning of the next school year or earlier by mutual agreement.
5. Upon the return from leave, the employee shall assume the same position on the salary schedule unless the employee has completed one hundred and twenty (120) days or more during the year in which leave was granted.

F. Professional Leave

1. The Board shall provide the opportunity for staff members to develop and improve their skills beyond that which may be attained through their assigned duties. A maximum of three (3) days of Professional Leave may be granted to each teacher during the school year. One (1) day of Professional Leave may be granted to coaches for a clinic in their sport. One (1) day of Professional Leave may be granted to head coaches for a clinic in their sport or to attend the championship game in their sport (volleyball, football, boys' and girls' basketball, and wrestling).

In addition, at the request of the Administration, a maximum of three (3) additional days of professional leave may be granted a teacher.

During the first semester, no more than 75% of the District's professional meeting budget shall be allocated for professional meetings. In the event a meeting is after the first

semester but is approved before the end of the first semester, for allocation purposes, it would be counted as part of the first semester allocation (assuming that it did not exceed the 75% allocation). The remaining 25% is to be allocated after the first semester.

2. The teacher shall use Professional Leave to attend conferences, workshops, seminars and other such programs that will be of benefit to the teacher in the performance of his/her duties.
3. Request for Professional Leave shall be submitted to the building principal and to the Superintendent for approval or disapproval. This request for leave shall be submitted at least two (2) weeks in advance unless there are outstanding circumstances which should be discussed with the building principal.
4. Approved Professional Leave days shall be without loss of pay.
5. Request for conventions outside the State of Ohio, and/or requests requiring more than two (2) days absence from school shall be submitted to the Superintendent at least fifteen (15) days prior to the time requested. The Superintendent may present the request to the Board for final approval.
6. The teacher on approved teacher requested Professional Leave shall be reimbursed for 75% of the registration fees only. The Board shall pay 100% of the registration fees for Board initiated professional leave. Approved leave for coaching clinics shall be exempt from this provision provided there are clinic funds in the athletic budget.

G. Bereavement Leave

1. Members of the bargaining unit may be granted three (3) days of bereavement leave due to the death of an immediate family member. Immediate family shall be defined as spouse, parents, children, stepchildren, brother, sister, grandparent, grandchild, aunt, uncle, niece, nephew, cousin, corresponding in-laws, and others living in the employee's household. However, members of the bargaining unit will not be charged or penalized for using their three (3) days of bereavement leave due to the death of spouse, parents, children, stepchildren, brother, and/or sister.

H. Family Medical Leave Act

1. Members of the bargaining unit employed for "at least 12 months by the employer from whom leave is requested and employed for at least 1,250 hours of service with that employer during the previous 12 month period" shall be eligible for leave under The Family Medical Leave Act.

ARTICLE VI.
JOB SECURITY

A. Non-Renewals

1. The provisions of this article shall not apply to supplemental contracts.
2. During the employee's first year of employment, the employee shall have the right to a meeting with the Superintendent during which the Superintendent will discuss his/her decision for non-renewal.

3. During the employee's second year of employment with the district the employee shall be provided written reasons for non-renewal from the Superintendent/designee. Said reasons shall be based on the administrator's overall documented evaluation of the job performance. Said notice shall be given prior to Board action.
4. During the employee's third year of employment, a teacher recommended for non-renewal shall be given an opportunity to be heard by the Board prior to Board action. The employee shall furthermore retain the rights set forth in Sections 2 and 3 above. The employee has the right to representation.
5. After an employee has been employed by the district for five (5) or more years, said employee shall have the notice and hearing rights set forth in Sections 2 and 3, and may only be non-renewed for just cause.

B. Sequence of Limited Contracts

1. Limited contracts issued after the effective date of this agreement to all bargaining unit members who do not qualify for a continuing contract shall have the following duration:

First Contract	1 year
Second Contract	1 year
Third Contract	1 year
Fourth Contract	2 years
Fifth Contract	2 years
Sixth Contract	3 years
Seventh & thereafter	3 years

2. Upon the recommendation of the Superintendent, the Board may issue a one (1) year probationary contract at the end of any contract sequence if:
 - a. The Superintendent or designee notifies the teacher five (5) working days in advance of the regularly scheduled April Board meeting of his/her intent to issue a probationary contract with professional improvement goals attached to the same.
 - b. The issuance of a probationary contract shall be based on less than satisfactory performance of contracted duties, as demonstrated by evaluations and informal observations.
 - c. Upon the termination of the probationary contract period, the member of the bargaining unit must be advanced to the next contract sequence or notified of the Board's intent not to renew such contract pursuant to the terms of this Agreement.
 - d. Such probationary contract shall be issued no more than once during the course of employment with the Westfall Local Schools.
3. To be considered for a continuing contract, bargaining unit members must provide written notice to the Office of the Superintendent by October 1 of their intent to meet the statutory requirements in order to be considered for a continuing contract at the April meeting of the Board of Education. A bargaining unit member may withdraw his/her request for a continuing contract at any time.

4. Those employed prior to the effective date of this contract will complete their current limited contract before being placed appropriately (based on system experience) in the above sequence.
5. The Board and the Association intend this section of Article VI to supersede the non-renewal provisions of Section 3319.11 of the Ohio Revised Code.

C. Reduction in Force

1. The Board may institute a reasonable reduction in force for financial reasons, by reason of a system-wide decreased enrollment of pupils, return to duty of regular teachers after leave of absence, or by reason of suspension of schools or territorial changes affecting the district or abolition of federal programs in accordance with Section 3319.17 of the Ohio Revised Code. Such reduction may not take place after September 1, unless the reduction in force is implemented the subsequent school year.

Procedure

Should it be deemed necessary by the Board to reduce the number of teaching positions, the Board shall proceed to suspend contracts for teachers who have been evaluated in accordance with the evaluation procedure of Article 7 of this agreement. Suspension of contracts shall be recommended by Certification/Licensure area and an order based on the following:

1. First, The number of persons affected by a layoff will be kept to a minimum by not employing a replacement for a bargaining unit member who dies, retires, resigns, or has limited contract non-renewal.
2. Second, where a layoff cannot be achieved through attrition, limited contract teachers shall be reduced first utilizing the following order:
 - a. Certification/Licensure within the affected teaching field
 - b. Comparable evaluations as defined in this Agreement
 - c. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.
3. Third, should the necessary reduction of teaching positions exceed the number of limited contract teachers in the affected teaching field, only then shall continuing contract teachers be reduced utilizing the following order:
 - a. Certification/Licensure within the affected teaching field
 - b. Comparable evaluations as defined in this Agreement
 - c. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.

4. Using the exclusive criteria in this provision, the District will establish the order in which the members' contracts are suspended and will recall members in reverse order in accordance with the recall provisions of this Article.
5. Until a new evaluation process that complies with HB 153 is negotiated, and has been fully implemented for at least two (2) years, all evaluations will be deemed comparable.
6. The seniority list will be compiled and presented to the Association President by September 30th of each year.

Comparable Evaluations

1. The definition of the term "comparable," as applied to teacher evaluations included in this section, shall only be applicable after a new evaluation system that complies with HB 153 has been fully implemented for at least two (2) years.
2. All teachers within the District shall be deemed to have comparable evaluations except as defined otherwise in this section.
3. Upon full implementation of the new evaluation system, and with at least two (2) full years of student growth data, in the event a teacher is rated "ineffective" for two (2) consecutive years, such teacher shall no longer be considered comparable to the rest of the bargaining unit for purposes of a reduction in force. However, should such a teacher receive a rating above "ineffective" in any given year, such teacher shall be deemed comparable with the rest of the bargaining unit.
4. A transfer or change of position of any kind, including, but not limited to, any transfer to a non-primary area of Certification/Licensure, shall require the consideration of an additional two (2) years of evaluation data before any determination that the teacher is non-comparable to the rest of the bargaining unit can be made.

RIF Notice Timelines

1. When the Superintendent determines that a RIF is likely to occur, the Superintendent will notify the Association of such contemplated action at least thirty (30) days prior to any such action by the Board. The notice shall be in writing and will include the reason(s) for the RIF, a list of both the positions to be reduced and the person(s) to be laid off, as well as the anticipated effective date of such layoff.
2. Within seven (7) days of receipt of such notice, the Association may request a meeting with the Superintendent and may present any information it feels is relevant to the contemplated action of the Board.
3. A bargaining unit member who is scheduled to be laid off shall be notified in writing of the intended contract suspension at least twenty-one (21) days prior to Board action.
4. No reductions in force for the following school year shall be implemented after the regularly scheduled May Board meeting. This shall be the only time a RIF shall be implemented.

Recall

1. A bargaining unit member who has had his contract suspended in a layoff shall be entitled to recall through an offer of reinstatement during the period such member retains recall rights.
2. A continuing contract bargaining unit member shall retain recall rights indefinitely. A limited contract bargaining unit member shall retain recall rights for two (2) years from the effective date of layoff. Once a limited contract bargaining unit member's recall rights have expired, his/her contract with the Board shall be considered terminated.
3. Recall shall be made by an offer of reinstatement to the most senior bargaining unit member holding certification/licensure in the field in which a position becomes available, giving preference to continuing contract teachers over limited contract teachers.
4. A notice of reinstatement shall be made by certified United States mail, return receipt requested. To be eligible for an offer of reinstatement, the bargaining unit member must keep the Board informed of his/her current address and telephone number.
5. Each bargaining unit member shall be responsible for having all areas of certification/licensure on file with the Board.
6. Rejection of an offer of reinstatement, failure to accept such an offer within three (3) weeks of postmark date of a certified letter, or the return of the offer by the postal department because of an incorrect address, or the failure of the bargaining unit member to pick it up shall result in a waiver of all rights under this Article.
7. Should the Board decide to non-renew a suspended limited teaching contract of a bargaining unit member for reasons other than the reduction in force, such member will lose all reinstatement rights at the expiration of such contract. The notice of intent to recommend nonrenewal shall notify such member that he will lose all recall rights.
8. A bargaining unit member who has been laid off will be placed on the Board's substitute rolls for the period such member retains recall rights.
9. A bargaining unit member, who has been laid off and is certificated for the position available, will be considered for part-time positions that become available during the period such member retains recall rights.
10. A laid off bargaining unit member who either accepts or refuses substitution or a part-time job shall not waive recall rights under this Article. The Board shall cooperate with the Department of Job and Family Services Employment Services in cases of each suspended member.

Reinstatement

1. All benefits to which a bargaining unit member was entitled at the time of the suspension of his/her teaching contract will be restored to him/her upon his/her reinstatement. He/she will be placed on the proper step of the salary schedule for his/her current position according to his/her experience and education. A member of the bargaining unit will not receive salary increment credit for time spent on layoff.
2. Where a bargaining unit member has had a multi-year limited teaching contract suspended prior to its expiration and he/she is reinstated prior to the expiration of such contract, he/she shall hold a limited teaching contract for the remainder of the term of that contract.
3. Where a bargaining unit member is suspended at the expiration of a limited teaching contract or where such contract expires during a suspension and the bargaining unit member is subsequently reinstated, such reinstatement shall be on the basis of a limited teaching contract for one year. Therefore, the bargaining unit member will return to the contract schedule where they recently left off.

The following RIF language shall remain in effect until three (3) years of data become available. Once three (3) years of data is available, the above language will become in effect.

D. Involuntary Transfer

1. A teacher being involuntarily transferred shall be given the reasons for said transfer and an opportunity to meet with the Superintendent/designee prior to said transfer.
2. A teacher being involuntarily transferred will be placed only in a position for which said teacher is certified/or licensed. Transfers or reassignments created in order to address fluctuations in enrollment shall be posted by April 1 and filled pursuant to Article VII.
3. Involuntary transfer shall not be arbitrary or capricious. If a member considers the involuntary transfer to be arbitrary or capricious, the member shall meet with the Board to discuss the decision prior to requesting arbitration.

ARTICLE VII.
TERMS & CONDITIONS

A. Personnel Files

1. Location and Maintenance
 - a. The official personnel file system for all employees shall be kept and administered by the Superintendent.
2. Contents of Personnel Files

- a. The official personnel file shall contain the following, to the extent that such records are retained:

Application for employment

Confidential pre-employment references

Transcripts of training and education records

Copies of current, valid certificates and/or licenses

Copies of the evaluations of the employee performance made by the supervisory personnel

Employee response to the evaluation

3. Access to the official personnel file shall be available during the regular office hours to the employee and/or his/her representative. The review of such personnel file shall be in the presence of the Superintendent or his/her designee. Neither the file nor any part thereof shall be removed from the Board of Education office.
4. Each member of the bargaining unit shall have the right to respond in writing to any material contained in the file which would be generally considered as detrimental to the personal or professional interest of such teacher, and have the response attached to the specific material.
5. Each member of the bargaining unit shall have the right to indicate those documents and/or other materials in his/her personnel file, which he/she believes to be, obsolete, inappropriate, and/or inaccurate. The member shall have the right to request that the obsolete, inappropriate, and/or inaccurate materials be removed from the file and destroyed. Such request shall be reviewed by the Superintendent. If the Superintendent does not agree to remove the materials, the member shall have the right to initiate a grievance.
6. When a member of the public requests access to a teacher personnel file, the Board shall provide the employee notice of said request and the review scheduled in a manner which would provide the employee and his/her representative with an opportunity to be present during a review of the file to the extent allowed by law.

B. School Year and Calendar

1. The contract year for members of the bargaining unit shall be 184 days that shall include three (3) staff workdays, three (3) two-hour early release days at the end of the first three grading periods, and one (1) local in-service day.

The two (2) staff workdays at the beginning of the school year shall consist of one day which is administration directed and one day which is teacher directed. The teacher directed day shall allow each teacher to determine which activities are necessary to begin the school year. The third staff workday will be at the end of the school-year. This last teacher directed day shall allow each teacher to determine which activities are necessary to end the school year

2. The Board shall provide members of the bargaining unit with an opportunity to vote on calendar(s) proposed by collaboration between the Superintendent and members who comprise the Discussion Forum prior to Board action. No names and/or building identification shall be required on the vote sheet. There shall be a place on the vote sheet for comments. Five (5) make up days shall be a part of the regular school calendar. Make up days shall not be on a Saturday or a Sunday.
3. Whenever it becomes necessary to adjust the school calendar due to the requirement to make up days over and beyond the five (5) make up days included on the school calendar, those days shall be scheduled by the Superintendent, but which days shall not be on Saturday or Sunday.
4. The Board agrees that there shall be a two (2) hour early release on the last scheduled students' school day before winter and summer breaks. A calamity day shall not be used on either of these days.
5. As a result of performing additional work duties, Kindergarten teachers will be provided classroom assistance while they perform these duties. The purpose of the classroom assistance is to relieve the teacher from performing their normal classroom duties. A minimum of one day at the beginning of the school year, and one day at the end of the school year will be provided.

C. School Day

1. The workday for members of the bargaining unit, inclusive of at least a duty free thirty (30) minute lunch period shall be:

 Elementary - 7 hrs. 20 minutes
 Middle & High School - 7 hrs. 20 minutes
2. The Elementary teacher day shall not be scheduled to end later than 4:00 p.m. The student school day shall not be increased during the term of this contract
3. The hours set forth above shall not preclude the possibility of scheduling staff meetings that last beyond or occur prior to the regular workday. However, meetings shall not increase the work week by more than sixty (60) minutes per 2 weeks.

D. Posting and Vacancies

1. All vacancies shall be posted on the school web page in addition to the following:
 - a. Vacancies for positions covered by the Agreement shall be posted in each building for a period of ten (10) working days except during the months of June, July and August. Vacancies occurring during this period of time shall be posted in the Central Office for five (5) working days. Also, during the months of June, July and August, the Superintendent will use the member's intent sheet, which is completed each year during the month of April to contact members whenever a vacancy of expressed interest by the member becomes available.

2. Members expressing an interest in a specific position will be interviewed and will be notified after all candidates have been interviewed as to their status within five (5) days after the position has been filled.
3. When filling vacancies, the Board shall consider the following criteria:
 - Individual qualifications
 - Instructional requirements
 - Experience

When the foregoing factors are substantially equal, preference shall be given to the applicant with the greatest seniority.
4. The Board will attempt to fill vacancies from within the bargaining unit. However, nothing herein shall preclude the Board from determining that the best interests of the district can best be served by filling a vacancy from outside of the district.

E. Observation / Evaluation

Note: The sample language provided below applies only to those teachers who are subject to the Ohio Teacher Evaluation System (OTES) per the requirements of sections 3319.111 and 3319.112 of the Ohio Revised Code (see application language below). The evaluation of other personnel shall continue to follow the current procedure which shall remain in the bargaining agreement.

Definitions

1. Evaluation Procedure: The procedural requirements set forth in this agreement to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.
2. Ohio Teacher Evaluation System (OTES): The teacher evaluation system that is codified under sections 3319.111 and 3319.112 of the Ohio Revised Code.
3. Evaluation Framework: The document created and approved by the Ohio Department of Education (ODE) in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.
4. Evaluation Factors: The multiple measures that are required by law to be used in the teacher evaluation procedure. The two factors are student growth measures and teacher performance. The entire student academic growth factor of the evaluation shall be based on the minimum value-added progress dimension.
5. Student Growth Measure (SGM): Tool or assessment that is used to measure, or determine, student academic growth. As an evaluation factor, the SGM dimension is based on value-added scores, assessments from ODE's list of assessments for teachers where value-added scores are not available, and from local measures of student growth

based on student learning objectives (SLOs). SGM results are reported as: above expected levels of student growth, expected levels of student growth, below expected levels of student growth.

6. **Teacher Performance:** The assessment of a teacher's performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may be coded as "1" indicating lowest performance to "4" indicating highest performance.
7. **Evaluation Rating:** The final, summative evaluation level that is assigned to a teacher based on evaluations that are conducted pursuant to the terms of this agreement. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures where fifty (50) percent of the evaluation rating is based on student growth measures as provided for in this agreement and fifty (50) percent of the evaluation rating is based on a teacher performance rating as provided for in this agreement. Each completed evaluation will result in the assignment of a teacher to one of the following evaluation ratings: Accomplished, Proficient, Developing or Ineffective.
8. **Evaluation Cycle:** The period of time for the completion of the evaluation procedure. The evaluation cycle is completed when student growth measures, resulting from assessments that were administered in the previous school year, are combined with the performance ratings resulting from performance assessments that are conducted for the current school year to assign an evaluation rating.
9. **Evaluation Instrument:** The process and forms used by the teacher's evaluator. The (insert word either forms or instrument) are located in Appendix ___ to this agreement.
10. **Student Learning Objective (SLO):** A measurable, long-term academic growth target that a teacher sets at the beginning of the year for all students or for subgroups of students over a given interval of instruction based upon baseline data gathered at the beginning of the course.
11. **Ohio Teacher and Principal Evaluation Systems (eTPES):** The method used by the District to electronically report to ODE aggregate final, summative teacher evaluation ratings. The District shall report the number of teachers for whom an evaluation was conducted and the number of teachers assigned to each evaluation rating.

Note: The language provided in this article requires that a credentialed evaluator must be an employee of the District.

12. **Evaluator must be a full-time, credentialed employee of the District, but will also include the Curriculum Coordinator and Special Education Director.**
13. **Poorly Performing Teacher:** 1) A teacher who is assigned an evaluation rating of Ineffective for three (3) consecutive years, or 2) A teacher who receives an evaluation rating of Ineffective for two (2) of three (3) consecutive years, one of which must be the third year of the three (3) year period.

Purpose

1. The purpose of teacher evaluations are:
 - a. To serve as a tool to advance the professional development of teachers.
 - b. To inform instruction.
 - c. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

Application

1. The teacher evaluation procedure contained in this agreement applies to the following employees of the District:
 - a. Teachers working under a license issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Ohio Revised Code who spend at least fifty (50) percent of their time providing student instruction.
 - b. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2003 who spends at least fifty (50) percent of their time providing student instruction.
 - c. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2006 who spends at least fifty (50) percent of their time providing student instruction.
 - d. Teachers working under a permit issued under 3319.301 of the Ohio Revised Code who spend at least fifty (50) percent of their time providing student instruction.

Evaluators

1. An evaluator must be a full-time, credentialed employee of the District, but will also include the Curriculum Coordinator and Special Education Director. The person who is responsible for assessing a teacher's performance shall be:
 - a. The teacher's immediate supervisor for those teachers with an expected level of student growth or a below expected level of student growth on the student growth measure dimension of the evaluation procedure.
 - b. An evaluator selected by the teacher for those teachers with an above expected level of student growth on the student growth measure dimension of the evaluation procedure.
 - c. One supervisor shall be designated as the evaluating supervisor throughout the entire evaluation process.

- d. The evaluator shall not be a bargaining unit member. The supervisor must be employed under a full-time contract pursuant to sections 3319.01 or 3319.02 of the Ohio Revised Code and must hold at least one (1) supervisor certificate/license under section 3319.22 of the Ohio Revised Code and must be credentialed as stated in Ohio law.
- e. In assessing a teacher's performance, evaluators will not make judgments, or otherwise discriminate, on the basis of a teacher's age, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership or union activism.

OTES Committee

1. The Association and the Board agree to establish a standing joint Evaluation Development Committee for the purpose of establishing the policy, procedure and process, including the evaluation instrument, for the evaluation of teachers in the District and to regularly review the effectiveness of the policy, procedure and process, including the evaluation instrument, for the evaluation of teachers in the District.

Committee Composition

1. The OTES committee shall be comprised of 5 Association members appointed by the Association president and 5 members appointed by the Board or its designee. In addition, each party may appoint up to one ad hoc non-voting member to assist and/or attend committee meetings.
2. OTES and SLO Committee members shall serve staggered terms of not more than 3 years.
3. SLO Committee members shall be representative of elementary, middle school, secondary, and specialty areas (e.g., music, art, special education) and programs (e.g., career tech) within the District.

Committee Operation

1. The OTES committee shall be chaired jointly by a committee member from the Association and Superintendent or designee.
2. Members of the committee will receive ongoing training in all aspects of SLO and OTES, the state adopted evaluation framework, and the standards for the teaching profession prior to beginning their work.
3. The committees will establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.
4. Each committee agenda will be developed jointly by the co-chairpersons of the committee.
5. At each meeting, the committees will select an individual to act as the official recording scribe for that meeting.

6. Members of each of the committees will receive release time for committee work and training.
7. Minutes of the OTES meetings will be distributed to committee members, Association President and District Superintendent within 14 days following meetings of the committee.
8. The OTES committee may establish sub-committees to assist with their work.
9. Sub-committees will be jointly appointed by the Superintendent/designee and the Association President/designee.
10. The committee shall be authorized to utilize consultant(s) (examples include, but are not limited to, educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate. The cost, if any, shall be borne by the Board.

Compensation

1. Any SLO committee work performed outside of the contractual work day will be paid \$50.00 per meeting.
2. Any OTES committee work performed outside of the contractual work day will be paid at a rate of \$18 per hour.

Secretarial Support

1. The District may provide secretarial support and assistance to the committee. Responsibilities may include note taking, copying, committee notification, communications, distribution of materials, storage of confidential records, and other duties as needed.

Committee Authority

1. The OTES committee shall be responsible for jointly developing, reviewing and recommending the policy, procedure and process, including the evaluation instrument for teacher evaluation.
 - a. SLO - Student Learning Objective Committee shall be responsible for reviewing and approving student growth measures for teacher(s) evaluations.
2. The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.
3. The Board and the Association shall bargain during regular contract negotiations all elements of the teacher evaluation procedure that are not expressly prohibited subjects of bargaining, and these negotiations must be satisfactorily completed prior to the implementation of the evaluation procedure or prior to any modification or amendment of same. Any agreement that is achieved through said negotiations shall be subject to ratification by both parties.

4. Upon ratification of the negotiated agreement, the Board shall amend its evaluation policy to conform to the terms of this agreement.
5. If either party wishes to consider any change or revision to the evaluation procedure or process, including the evaluation instrument, during the term of this agreement, it will discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or process, including the evaluation instrument, during the term of the agreement, then said recommendation shall be subject to ratification by the Board and the Association.
6. In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to this agreement shall discuss this topic to determine whether adjustments are appropriate during the term of this agreement.

Orientation

1. In August of each year, or in the case of a new teacher, within thirty (30) days of the first day worked, each teacher shall be notified in writing of the name and position of his or her evaluator.
2. A teacher newly employed, or one reassigned after the beginning of the work year, shall be notified by the evaluator of the evaluation procedures in effect. Such written notification shall be within two (2) weeks of the first day in a new assignment.

Training

1. Training on the teacher evaluation procedure will be provided, at Board expense, for all credentialed evaluators and all teachers prior to the implementation of the evaluation procedure.
2. Training on the teacher evaluation procedure shall occur in August annually and shall include the tools, processes, methodology, and the use of student growth measure data.

Evaluators

1. Each evaluator must successfully complete state-mandated evaluator credentialing training and is required to pass a credentialing assessment.
2. The evaluators shall be given a WTES Handbook on the purpose, mechanics and dimensions of the evaluation procedure, emphasizing the importance of accuracy, potential Equal Employment Opportunity problems, and directions on how to relate performance assessments to the standards for the teaching profession.
3. WTES Handbook for evaluators will be supplemented by specific group evaluation instrument training to familiarize evaluators with the process and instrument to assess teacher performance.
4. Updates to WTES Handbook and group professional development shall occur on an annual basis.

Teachers

1. Each teacher shall be given a WTES Handbook on the purpose, mechanics and dimensions of the evaluation procedure.
2. WTES Handbook will be supplemented by specific group evaluation instrument training to familiarize teachers on how the evaluation instrument is designed and how the evaluation instrument will be utilized.
3. WTES Handbook and group evaluation instrument training shall be presented to the teachers not later than August, or in the case of a new teacher, upon employment with the District.

Joint Evaluation Instrument Training

1. The Board shall provide joint training for administrators and teachers that ensure awareness of and an understanding of all processes, forms and tools used in the evaluation procedure.

Schedule for Evaluation

1. No teacher shall be evaluated more than once annually.
2. The evaluation shall be completed no later than the first day of May, and the teacher being evaluated shall receive a written report of the results of this evaluation, including the assigned evaluation rating, not later than the tenth day of May.
3. If the Board has entered into a limited contract or extended limited contract with a teacher pursuant to section 3319.11 of the Ohio Revised Code, the Board shall perform a minimum of three formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher.

Criteria for Performance Assessment:

- a. teacher's performance shall be assessed based on the standards for the teaching profession and the criteria set forth in the evaluation instrument, Appendix L to this agreement.
- b. No teacher shall be evaluated on his or her work performance except based on the observations of the teacher by the teacher's assigned evaluator and the walkthroughs that are set forth in this agreement.
- c. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- d. No misleading, inaccurate, untimely or undocumented information may become part of a teacher's performance assessment. All results and conclusions of performance assessments must be documented and supported by evidence.

- e. A teacher shall not be held responsible for the impact to student learning objectives if teacher absence exceeds 30 consecutive school days.
- f. In implementing performance assessments, the District shall conduct all assessments so as to observe the legal and constitutional rights of teachers, and no teacher performance information shall be collected by electronic devices without the knowledge of the teacher.

Observations: Schedule of Observations

1. A minimum of two (2) formal observations shall be conducted to support each performance assessment. The first formal observation, beginning September 30th and completed by January 15th; the second formal observation completed by April 1st shall last a minimum of thirty (30) minutes. There shall be at least three (3) weeks between formal observations. If, after the second formal observation, a teacher's performance is found ineffective to the extent that adverse personnel action may result, a minimum of one additional observation shall be conducted.

Observation Conference

1. All formal observations shall be preceded by a meeting, at least 2 school days prior, between the evaluator and the teacher in order for the teacher to explain plans and objectives for the work situation to be observed.
2. A post-observation conference shall be held within 3 days after each formal observation and shall be used to inform the teacher if observed instructional practices are aligned with the expectations that are identified in the teacher's professional growth or improvement plan.
3. A teacher may request a formal observation at any time in addition to those required by this procedure.

Walkthroughs

1. A walkthrough is a formative written assessment piece that focuses on one or more of the following components:
 - a. Evidence of planning
 - b. Lesson delivery
 - c. Differentiation
 - d. Resources
 - e. Classroom environment
 - f. Student engagement
 - g. Assessment
2. Prior notification shall be given prior to each walkthrough to identify the focus of the walkthrough.
3. The walkthrough shall be at most 15 consecutive minutes.

4. Online feedback shall occur no later than 24 hours after the walkthrough.
 - a. The teacher shall be provided a copy of the walkthrough form, including all scripted and anecdotal documents relative to the walkthrough.
 - b. No more than 2 walkthroughs shall be included in each evaluation cycle.
 - c. Walkthroughs can be requested by teacher in addition to employer initiated walkthroughs; the walkthrough form must be used to ensure all aspects of the teacher performance are evidence based; it can be used for professional development purposes in lieu of summative evaluation.

Remediation of Deficiencies Identified During Observations and Walkthroughs

1. Formal observations and walkthroughs resulting in the identification of performance deficiencies shall be addressed during the post-observation conference or the formal debriefing following a walkthrough. All deficiencies identified by the evaluator shall be compiled and reported in writing and a copy of the written report shall be provided to the teacher at the post-observation conference or formal debriefing.
2. The evaluator involved shall make recommendations and otherwise assist the teacher for the purpose of remediation of identified deficiencies.
3. The evaluator and teacher shall develop a plan for remediation of identified deficiencies and such plan shall be reduced to writing and provided to the teacher.
4. The remediation plan, as outlined in this section, shall detail:
 - a. Performance issues documented as deficient;
 - b. Specific performance expectations;
 - c. The allocation of financial and other resources and assistance to be provided by the District to support professional development of the teacher;
 - d. Sufficient, specific timelines, not less than six (6) weeks, as to allow for the remediation of identified deficiencies.
 - e. The provision for a trained teacher mentor/coach as appropriate. The mentor/coach will be provided release time to allow for meetings/observations with the teacher under a remediation plan.
5. If a remediation plan is developed prior to March 1, those identified deficiencies shall be reevaluated as part of the performance assessment process for the remainder of the school year. A remediation plan for deficiencies that are successfully remediated during the remainder of the school plan shall be deemed completed.
6. Other observed deficiencies regarding the teacher's failure to adhere to reasonable work rules and other documented deficiencies not noted during the formal observations or walkthroughs must be put in writing and provided to the teacher within three (3) work days after the observed deficiency occurs. The evaluator shall provide, in writing, to a teacher any plan for remediation of identified deficiencies and shall include a reasonable time period for said remediation.

1. Written Report

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

2. Completion of Evaluation Cycle

- a. The summative evaluation of a teacher shall be based upon student growth measures resulting from assessments that were administered in the previous school year and performance that is assessed during the walkthroughs and formal observations that are conducted for the current school year. The evaluation shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report. The evaluation report shall be completed by May 10, signed by both parties, and sent to the superintendent.
- b. The Board shall evaluate each teacher assigned an evaluation rating of Accomplished on the teacher's most recent evaluation conducted under this article once every two school years. In that case, the biennial evaluation shall be completed by the first day of May of the applicable school year, and the teacher shall receive a written report of the results of the evaluation by the tenth day of May of that school year.

3. Response to Evaluation

- a. The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.

Professional Development: Professional growth and improvement plans shall be developed as follows:

1. Teachers with above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluators for the evaluation cycle as set forth in this agreement.
2. Teachers with expected levels of student growth will develop a professional growth plan collaboratively with the credentialed evaluators and will have input on their credentialed evaluators for the evaluation cycle as set forth in this agreement.
3. Teachers with below expected levels of student growth will develop an improvement plan with their credentialed evaluators. The Administration will assign the credentialed

evaluator for the evaluation cycle and approve the improvement plan as set forth in this agreement.

- a. In the event that a teacher and evaluator are unable to agree on the evaluator's expectations for the improvement plan, the teacher may request the teacher mentor or another mutually agreed upon teacher of the District to facilitate further discussion between the teacher and the evaluator.
 - b. For the purposes of this agreement, professional growth and improvement plans shall be based on the overall student growth measure level, and not for individual subjects or classes taught.
4. Professional growth and improvement plans for a school year shall be developed not later than May 15th of the prior school year.
 5. Professional growth and improvement plans shall describe the specific performance expectations, resources and assistance to be provided.
 6. The Board shall provide for professional development and for the allocation of financial resources to accelerate and continue teacher growth and improvement and to provide support to poorly performing teachers as set forth in this agreement.
 - a. A professional improvement plan is a clearly articulated assistance program for a teacher whose student growth measure dimension of the evaluation is below the expected level of student growth. For the purposes of this agreement, improvement plans shall be based on the overall student growth measure level, and not for individual subjects or classes taught.
 - b. The professional improvement plan shall include:
 - 1) Specific performance expectations, resources and assistance to be provided;
 - 2) Timelines for its completion; and,
 - 3) Monetary, time, material, and human resources.
 7. Mentor Teacher (Coach) for Teachers on an Improvement Plan
 - a. The District will provide teachers under an improvement plan with a trained mentor teacher (coach) who is not the credentialed evaluator. The mentor teacher will be provided release time to allow for meetings and/or observations with the teacher.
 - b. Role of the Mentor Teacher
 - 1) The mentor teacher must have continuing contract status and have a minimum of 7 consecutive years of teaching experience in the district.
 - 2) The mentor teacher must be trained to act as a mentor through the Ohio Department of Education Instructional Mentoring Program.

- 3) The mentor teacher must hold a valid teaching certificate/license and may be assigned to teachers with the same area of certification/license.
- 4) The mentor teacher must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.
- 5) The mentor teacher does not have a formal evaluation role. The mentor's role is to support the growth of the educator as an instructional mentor through formative assessment tools.

c. Release Time

- 1) Each mentor teacher shall be granted release time for direct mentoring activities. Release time shall be separate from any other release time covered under this agreement and shall be coordinated by the building administrator.

d. Protections

- 1) Other than a notation to the effect that a teacher served as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of that staff member's evaluation.
- 2) A mentor teacher shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.
- 3) No mentor teacher shall be requested or directed to divulge information from the written documentation, or confidential mentor/mentee discussions.
- 4) All interaction, written or oral, between the mentor teacher and the teacher shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the mentoring teacher shall constitute grounds for immediate removal from his or her role as mentor teacher.
- 5) At any time, the mentor teacher or the teacher may exercise the option to have a new mentor teacher assigned to the teacher. No specifics shall be given as basis for the exercise of this option and said change shall occur without prejudice or judgment to either the mentor teacher or the teacher.

This option may be exercised 2 times by the mentor teacher or the teacher.

e. Due Process

- 1) Teachers who disagree with the level of student growth, the rating of performance and/or the summative, or overall evaluation rating, shall be

allowed to request a different evaluator and such request shall be honored by the District.

- 2) A teacher shall be entitled to Union representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.
- 3) Failure by the District to adhere to any timeline or condition established in this agreement shall render the evaluation, including the summative rating, void and shall automatically require re-employment of the teacher under a continuing contract, if eligible, or an appropriate limited contract if the teacher is not eligible for a continuing contract
- 4) Any violation of either procedural or substantive due process shall automatically require re-employment of the teacher under a continuing contract, if eligible, or an appropriate limited contract if the teacher is not eligible for a continuing contract.

f. **Miscellaneous:**

- 1) The evaluation procedure contained in this agreement shall not be used in any decision concerning the retention, promotion, removal, reduction or recall of any teacher until three years of data have been collected and three evaluation cycles have been completed. Value-added and other student growth measure data derived from assessments taken in one school year shall be combined with performance ratings that are assigned in the next school year to assign a summative evaluation rating.
- 2) The first year of collected data for the evaluation procedure shall be derived from value-added and other student growth measure scores from assessments taken in the school year following the effective date of this agreement. The first evaluation cycle shall be completed by first day of May of the second school year following the effective date of this agreement. An evaluation cycle shall not be completed until all teachers have been provided a written report of the results of the evaluation.
- 3) Until three years of data have been collected and three evaluations cycles have been completed, all decisions concerning the retention, promotion, removal, reduction or recall of any teacher shall continue to be governed by the terms set forth in this agreement.
- 4) For the year prior to the completion of the first evaluation cycle, the District shall assign a level of Proficient for all teachers for purposes of eTPES reporting. For teachers who are at the end of a limited contract at the end of 2014, 2015 and 2016; this provision shall not apply and the evaluation shall be available to be used for non-renewal purposes.
- 5) The evaluation procedure shall not be used for any decision concerning the assignment, re-assignment or transfer of any teacher.

- 6) Three-year data and evaluation period resets whenever there is a change in a teacher's teaching assignment (e.g., building, grade level and/or subject matter).

F. Parental Complaint Procedure

1. When a complaint is made to the Board or any of its members or administrators by students' parents or any other member of the public concerning a teacher's conduct or other activities that relate to the teacher's employment duties, and the concern is thought to be serious enough to become a matter of record, the teacher shall be informed of the stated concern by the appropriate administrator. The appropriate administrator and teachers shall attempt to resolve the party's complaint informally.
2. Should the complaining party still not be satisfied and bring the concern to the Board, the teacher shall be so informed and have the right to provide the Board information concerning the issue. In no case shall such a complaint be grounds for action or reprimand or discipline against a teacher without the teacher having prior notice that would allow seven school days for the teacher to attempt to resolve the concern or provide information on the issue to the administration.

G. Student Teacher Assignments

1. Only teachers who consent to participate are requested to serve as co-operating teachers in the Student-Teacher Program.
2. If a stipend is provided by the universities for services rendered by the co-operating teacher, such stipend will be paid to the co-operating teacher.
3. Should other forms of compensation be provided for such service, the co-operating teacher will have the first opportunity for the utilization of such compensation.

H. Faculty Passes

1. All bargaining unit members shall be given a pass that will admit them free of charge to all extracurricular events sponsored by the Westfall schools, including but not limited to, all athletic events.

I. Resident Educator/Mentor Program

1. The Board and the Association agree to the formation of a committee to study and make recommendations to the parties concerning resident educator/mentor program in the Westfall Local Schools. Such committee shall be comprised of three (3) members appointed by the Superintendent and three (3) members appointed by the WEA President.
2. Recommendations shall be presented to the parties' bargaining teams six (6) months prior to the expiration of this agreement.

J. Work Environment

1. Bargaining unit members shall be provided with a lunch area separate from the students.

Westfall Education Association Master Agreement July 1, 2013 – June 30, 2016

2. A duplicating and copy machine shall be made available to bargaining unit members in each building to perform job-related tasks.
3. Each classroom shall have black, white or smart board and bulletin board space to compliment instruction.
4. Paper shall be made available to teachers for the purpose of performing job-related tasks.
5. Upon request, each employee shall be given key(s) to their assigned building(s) so that each employee may access that portion of the building to perform their assigned duties. In the event the employee loses the key, the employee shall pay the cost to replace it.

K. Payroll Deductions

1. The Board shall provide payroll deduction for the Association's annual dues. Each employee shall give written authorization to have Association dues deducted. Once an employee has given authorization, the deduction shall continue each year unless the employee gives notice of a change between September 1 through 30 each year.
2. The first paycheck deduction shall start the second pay in October and continue in equal installments in each of the remaining paychecks.
3. The Treasurer shall transmit the dues deductions to the Association within five (5) days of the payroll deduction.

L. Released Time

1. Bargaining unit members appointed and/or approved by the local Superintendent to serve on State, County, or P/S Committees shall be given adequate released time to arrive at the meeting at the appointed hour to perform their duties. Members serving on said committee shall be reimbursed mileage from their home school at the current mileage rate of the school district.

M. Planning Time

1. Each full-time regular classroom teacher at the High School and Middle School shall be provided one (1) forty minute (40) period per day for planning and conference time during pupil contact time. Each full-time regular elementary classroom teacher shall be provided one (1) thirty (30) minute period per day during pupil contact time for planning and conference time. If planning time of less than thirty (30) minutes per day during pupil contact time is not possible, an agreement between the teacher and the principal regarding planning and conference time will be required. A minimum of 150 minutes per week of planning and conference time will be provided during pupil contact time for each regular elementary classroom teacher.

N. Parent-Teacher Conference

1. Each semester six (6) hours are required for Parent-Teacher conferences. This time can be exchanged for a compensation day on the Wednesday before Thanksgiving and the Monday after Easter or as agreed upon through discussion forum and the collaboration of the calendar.

2. Kindergarten teachers shall be released two (2) days additional for parent-teacher conferences. The conferences shall occur during the student day. Substitutes shall be employed to relieve the teachers of their responsibilities.

O. Lunch Related Duties

1. Teachers will not be required to collect lunch money in the teacher's classroom. Teachers will not be assigned breakfast duty in the lunchroom. Additionally, the Board has committed to allow the teachers at each building to decide how they will supervise students that are not eating breakfast.

P. Mileage Reimbursement

1. Mileage reimbursement will be granted per board policy.

Q. Evaluation Committee

1. A committee composed of the President of the Association and three members of the Association appointed by the President, the Superintendent and two principals appointed by the Superintendent, and a member of the Board of Education shall meet to review the present evaluation procedure and forms and make recommendations to the Board and Association relative to any revisions. The Committee shall meet and make recommendations within 90 days after the ratification of this contract.

R. Class Load

1. The Board will make every effort to equalize enrollments on an individual building basis and/or teacher pupil ratio through redistricting attendance center boundary line.
2. The determination as to whether a special education student should count as one, two, or more students when placed in a regular classroom shall be made by the principal, in consultation with the teacher who has the student and the intervention specialist.

S. Job Sharing

1. Job Sharing shall be allowed in accordance with the following provisions:
 1. Only two (2) teachers shall be allowed to share the same position.
 2. Both teachers must be willing to take part in Job Sharing.
 3. Those teachers interested in taking part in this program must notify their Building Principal, in writing, by April 1 of each school year of their interest in the program. Said teachers must be properly certified to teach in the area involved.
 4. Upon receipt of such notification by the Building Principal, he/she shall meet and discuss with the teachers, their intent and help to develop a Job Sharing program. Then, the teachers must submit a written proposal to their building principal that details the responsibilities of each teacher in regards to curriculum, parent contact discipline and classroom management.

5. Each teacher involved in the Job Sharing shall substitute for the absent teaching partner on a pro rata basis, if possible. Both teachers shall attend parent teacher conferences, staff meetings, waiver days and early release meetings as part of their contracted days.
6. If all of the above criteria are met, the Board shall grant the Job Sharing arrangement.
7. Teachers sharing jobs shall maintain all rights they are entitled to in accordance with the terms of this Agreement, provided that for the purpose of sick leave, personal leave, and assault leave days for teachers, sharing jobs shall be credited for and used as one-half days.
8. Continuation of the Job Sharing arrangement shall be reviewed by the administration on an annual basis. If the Board or if the involved teachers decide to dissolve the Job Sharing, the most senior member shall maintain the full-time job. The less senior person may bid on any opening for which the person is qualified. If no opening exists, the RIF procedure shall be implemented.

ARTICLE VIII. COMPENSATION

A. Salary

1. The B.A. Step "0" salary shall be:

Base Salary for the 2013-2014 school year: \$30,384.00 (2.50%)
Base Salary for the 2014-2015 school year: \$31,068.00 (2.25%)
Base Salary for the 2015-2016 school year: \$31,612.00 (1.75%)

2. Members may move to another column on the salary schedule when qualified upon submitting official transcripts of credit and written notice to the Treasurer no later than September 15 or January 15. Members submitting transcripts September 15 will receive the new salary the entire contract year. Members submitting transcripts on January 15 will receive the new salary only for the remainder of the contract year.
3. A \$1,000 one-time longevity bonus after 20 years of service with the Westfall Local School District.
4. A \$1,000 one-time longevity bonus after 25 years of service with the Westfall Local School District.

B. Insurance Fiscal Reports

1. The Board shall provide the Association with two copies of the monthly reports provided by the Fiscal Agent. Such reports shall include all contributions to and disbursements from the Consortium Fund during the preceding calendar month.

C. Insurance

1. Term Life Insurance will be provided for each member of the bargaining unit in the amount of \$25,000 at no cost to the individual employee.
2. Hospitalization/Major Medical
 - a. Board/employee purchased insurance plan to change as outlined by handouts reviewed in negotiations with the option for any bargaining unit member to pay the additional cost to purchase the 2004-05 provided insurance plan via contributions to a Section 125 Plan.

The Board shall purchase and make available two options for insurance coverage(s), which meets or exceeds the current levels of benefit specifications. The following plans are currently available:

- b. A (PPO) plan that provides for a \$20 co-pay for routine doctor visits as defined in the plan description with a \$300 first dollar deductible for the single plan and a \$600 deductible for the family plan for an in-network provider. The deductibles are \$600 single and \$1200 family for a non-network provider.
 - 1) 80/20 co-insurance with a \$1300 co-insurance out-of-pocket maximum (excluding deductible) for single and \$2600 family in network. The co-insurance for non-network providers is 60/40 with \$2600 and \$5200 out-of-pocket maximums.

SEE ATTACHED

3. A High Deductible HSA will also be available as an option with deductibles of in-network \$1,500.00/\$3,000.00 and out of network \$3,000.00/\$6,000.00. The HSA will be fully funded by the Board at the in-network deductible amount (single or family) for anyone who chooses this insurance each year.
4. There is no pre-existing condition waiting period.
5. Any new employee to the district will be eligible for insurance the 1st of the month following 30 days of service. Employee will have 30 days to enroll in the insurance plan without proof of insurability, but subject to the 12 month preexisting condition. If employee/dependents do not enroll within the 30 day period, they will be subject to the same conditions as previous employees cited in paragraph 3.
6. Health Care Premiums

The Board will pay 86% on both single and family plans.
7. Tax Shelter Insurance
 - a. The Board shall apply that part of the teacher's salary that is the teacher's participation in the monthly health benefits premium so as to tax shelter that participation. The Board shall comply with IRS and federal law requirements in doing so. The Board shall not charge any fee to employees that are related to this provision.

- b. Any adult dependent child on a family health insurance plan will be covered until the end of the month following his/her twenty-six birthday. A dependent is not eligible if they are employed and have access to their employer provided healthcare plan.
- c. Employees who retire are eligible for the coverage under this section only through the date of retirement.

8. Dental Insurance

The Board shall pay 100% of the premium for dental insurance. Coverage will meet or exceed the current levels of coverage the basics of which are set forth below:

Maximum Benefits each Calendar Year for Class I, II, and III Services - \$1500.00

Lifetime Maximum for Orthodontic Services per Person - \$1000.00

Individual Deductible - \$25.00

Family Deductible - \$50.00

Percentages of payment of reasonable and customary charges for covered dental expenses:

Class I	100%
Class II	80%
Class III	70%
Class IV	50%

D. Severance Pay

- 1. For all retiring employees age 55 or older, in lieu of accumulated severance pay and retirement incentive pay through payroll, the Board will make a contribution in an amount equal to the applicable WEA member's severance and retirement incentive to the Westfall Local School District Employer 403(b) Plan.
- 2. For any WEA member retiring under the age of 55, severance pay shall be paid according to the following schedule:

Experience in District / Multiplier

0-5 years	.1 for a maximum of 22 days
6-9 years	.2 for a maximum of 44 days
10 to 20 years	.28 for a maximum of 61.6 days
21 or more years	.30 for a maximum of 66 days

(Multiplier X accumulated sick leave) X individual per Diem = severance pay.

E. Extended Time

- 1. All extended time shall be at the individual bargaining unit member's per Diem. Extended time is defined as any day(s) that is required beyond 184 contractual days.

F. Supplemental Salaries

1. All supplemental salaries shall be paid at the rate identified in Appendix A and Appendix B.

G. Payroll Procedures

1. Paydays shall be every other Friday, for a total of 26 paydays for the school year. In 2016 or any year in which there are 53 Fridays, there will be no payday on the 53rd Friday of the year in order to maintain a 26 payday schedule. The deferment, when this occurs, will take place in the month of July of the year affected.
2. If payday falls on a day the schools are closed, bargaining unit members shall be paid on the last workday preceding payday.
3. During the summer, paychecks shall be mailed or picked up at the bargaining unit member's option.
4. All employees shall be required to utilize electronic direct deposit.

H. STRS Pick-Up

1. The Board of Education of the Westfall Local School District herewith agrees with the Westfall Education Association, at no cost to the Board, to pick-up utilizing the salary reduction method contributions to the State Teachers Retirement System paid upon behalf of the bargaining unit members under the following terms and conditions:
2. The amount to be picked up by the Board and paid on behalf of each member shall be that amount required to be contributed to STRS (as defined by the Ohio Revised Code) based upon the member's gross annual compensation. The member's annual compensation shall be reduced by the amount "picked-up" by the Board and shall be treated as deferred salary otherwise payable to such employee in cash before the STRS deduction and taxable by the Federal and State Governments.

I. Personal Growth

1. The plan for tuition reimbursement shall call for a fixed total amount of \$35,000 for each school year to be set aside for tuition reimbursement. Any part of the total fixed amount remaining after the reimbursement period shall not carry over and be added to subsequent years' available funds for tuition reimbursements.
2. Reimbursement shall be based upon semester hours, with a quarter hour worth two-thirds of a semester hour. From this fixed amount, the staff members taking courses to further their education shall be reimbursed at the rate of \$150 per semester hour or \$100 per quarter hour. The members of the staff taking courses may be reimbursed up to a total of twelve (12) semester hours or eighteen (18) quarter hours per year.

3. Approved course work must be submitted to the Treasurer for reimbursement no later than September 30. Reimbursement will be paid by October 30. Reimbursement shall be made upon proof of payment by the individual.
4. To be reimbursed for courses taken, the staff member must be employed in the district at the time of reimbursement. No staff member may take courses for reimbursement prior to June 1 of their first contract year in the district.
5. Staff members shall not be reimbursed for courses in which they received no credit. Staff members shall be reimbursed only for courses directly related to their teaching field or additional teacher certification or as approved by the LPDC.
6. To be sure that the courses qualify for reimbursement, the staff member should have the prior approval of the LPDC. That is approval before registration or at the time of registration.

J. Substituting

1. The Administration agrees that every effort will be made to obtain substitutes for all teachers including special education, music, and physical education teachers. Members of the bargaining unit substituting during their planning and conference period or teaching a part or all of an absent teacher's class shall be reimbursed as follows:
 - a. Members, who agree to teach during their planning and conference period, or absorb another teacher's class into theirs, will be reimbursed \$18.00 per planning period.
2. Members at the elementary level who agree to absorb a part of an absent teacher's class for the day shall be reimbursed at the substitute teacher rate on a pro-rated basis. (Example: An absent teacher's class divided among two teachers to teach for the entire day, each would be paid one-half (1/2) the daily substitute teacher rate.)
3. High School study hall teachers with less than 72 students shall be excluded.

K. Health Insurance Opt-Out Incentive Plan

1. Eligible Participants

Full time bargaining unit members who are currently insured under the health insurance plan provided in this Agreement, and who may be insured under another health insurance plan, may elect to opt-out of the Board-approved health insurance plan by completing the Application for Participation in Health Insurance Conservation Incentive Plan.

2. Opt-Out Benefits

Eligible unit members electing to opt-out of the Board-approved health insurance plan shall receive an incentive payment in accordance with the following table: (The incentive payment will be pro-rated for employees who opt-out of the insurance program for less than the full contract year.)

Westfall Education Association Master Agreement July 1, 2013 – June 30, 2016

Number of unit members opting out of <u>insurance plan</u>	Amount of incentive per member for single plan <u>opt-out</u>	Amount of incentive per member for family plan <u>opt-out</u>
Minimum of 6	\$1,250.00	\$2,500.00

If five (5) additional staff members opt-out of health insurance over the number of opt-outs as of September 1, 2009, the Board will pay an additional \$1,000 to each employee opting out, to be paid in June.

3. Involuntary Changes In Insured Status

Any eligible unit member who elected to opt-out of the health insurance plan provided by this Agreement who involuntarily loses other insurance coverage through the unemployment of spouse, death of spouse, or divorce from spouse will be permitted to re-enroll in the Board-approved health insurance plan(s). Notice of intent to enroll will be provided the Treasurer not later than the third Monday of the month following a qualifying event with coverage to be effective the first day of the following month. The incentive payment will be pro-rated for employees who opt-out of the insurance program for less than the full contract year.

4. Voluntary Changes In Insured Status

Subject to provisions of paragraph 3 above, any unit member who elected to opt-out of the Board-approved health insurance plan provided in this Agreement may enroll in the Board-approved health insurance plan(s) during the next annual open enrollment period. Any such member shall notify the Treasurer that he/she intends to re-enroll in the Board-approved health insurance plan(s).

5. Reimbursement Date

Eligible members opting-out of the health insurance plan provided in this Agreement shall be reimbursed in accordance with the provisions of Section 2 above in two installments paid no later than the last pay in December and no later than the last pay in June.

L. 125 Plan

1. The Board shall make available to interested employees a Section 125 Plan for the tax sheltering of insurance premiums, a health care flexible spending program and a dependent care program. The district shall provide an in-service training on the use, benefits, and consequences of the Section 125 Plan on an annual basis.

M. Tutor Rates

1. Tutors are considered teachers that utilize their expertise to benefit student learning, including those that tutor before or after school hours or on weekends. This rate shall be \$22.00/hour.

2. Non-instructional duties, which include but are not limited to, math/science expo planning, literacy night planning, family fun night activity planning and any other time beyond the teacher workday that is not considered to be a tutor position, but requires a teaching license, shall be paid at the rate of \$18.00/hour.

ARTICLE IX.

TEACHER EDUCATION AND CERTIFICATION AND LICENSURE

- A. The LPDC shall determine its meeting schedule, not to exceed one meeting per month. Each LPDC teacher member will be paid a stipend of \$50.00 per meeting attended.

ARTICLE X.

RE-EMPLOYMENT OF RETIRED TEACHERS

- A. On occasion, the Board may find it desirable to re-employ a retired teacher. Therefore, the following procedure shall govern such re-employment:
 1. Except as expressly modified herein, re-employed retirees shall be members of the bargaining unit represented by the Westfall Education Association and shall be entitled to all terms, conditions, rights and benefits of the collective bargaining Agreement between the Association and the Board.
 2. If the Board re-employs a retired teacher, the re-employed retiree shall be placed at Step 1 on the salary schedule. Retired teachers employed by the Board prior to September 1, 2009 shall be grandfathered and placed on the salary schedule in accordance with the 2007-09 Agreement.
 3. The District will provide health insurance coverage only if STRS rules so require.
 4. Re-employed retirees shall not be eligible to receive severance pay as outlined in Article VIII, paragraph D, upon leaving the Westfall Local School District.
 5. Re-employed retirees shall be placed on one-year limited regular teaching contracts that are automatically non-renewed. Re-employed retirees shall not be eligible for a continuing contract and have no rights or seniority if a reduction in force occurs.
 6. The provisions of this Article and such salary, health care and contract matters will not be grievable under the grievance procedures of Article IV, nor through any claim or action filed before the State Employment Relations Board (SERB) or any court of law.
 7. Retirees will be provided with a copy of this Article and asked to execute a release of claims against the Board and Association regarding the provisions of this Article.
 8. This Article shall supersede R.C. Sections 3317.13, 3317.14, 3319.11, 3319.111 and all other laws inconsistent with the Article.

ARTICLE XI.

EFFECTS OF CONTRACT

- A. Effects of Contracts

ARTICLE XI.
EFFECTS OF CONTRACT

A. Effects of Contracts

- 1. Any contract between the Board and an individual teacher shall be expressly subject to the terms and conditions of the agreement.

B. Publication of Negotiated Contract

- 1. The terms of this Agreement shall be published at shared expense under the direction of the Association and shall be distributed to each member of the bargaining unit and one shall be placed in each building. The Association President shall receive an additional twenty (20) copies for Association use.

C. Severability

- 1. If any provision of this Agreement or any application of this Agreement to the Board, the Administration, or the Association is found to be unlawful, then such provision or application shall not be deemed valid, but all other provisions shall continue in full force and effect.

D. Duration

This Agreement shall be effective upon ratification by both parties. This Agreement shall continue in full force and effect through June 30, 2016.

In witness whereof, the parties have caused this Agreement to be executed on the 19th day of Nov 2013.

BY: Rhyllis Bieker
Tabea McGinnis

President
Westfall Education Association

Jacqueline L. Cittel

Team Member

C. Jay Miller

Team Member

Mark Piff, President

President
Westfall Board of Education

James S. Rood

Superintendent

John Ramsay

Treasurer

APPENDIX A

SUPPLEMENTAL ASSIGNMENTS

The following extra-curricular assignments will carry increments based on the Class to which each duty is assigned. The experience level is defined as experience in the field or in the sport to which the teacher is assigned. Experience credit for up to 6 years outside the Westfall School District may be granted.

CLASS I

H.S. Head Football Coach - include summer practice
H.S. Head Basketball Coach (Boys) - includes Holiday practice
H.S. Head Basketball Coach (Girls) - includes Holiday practice
District Athletic Trainer (times the number of seasons per year)
District E-Rate Coordinator

CLASS II

H.S. Ass't. Football Coach (Max. 5 each) includes summer practice
H.S. Cross Country
H.S. Reserve Boys Basketball includes Holiday practice
H.S. Reserve Girls Basketball Coach - includes Holiday practice
H.S. Head Baseball Coach
H.S. Head Track Coach (Boys)
H.S. Head Track Coach (Girls)
H.S. Head Softball Coach (Girls)
H.S. Head Volleyball Coach
H.S. Head Golf Coach
H.S. Head Wrestling Coach
H.S. Swing Choir Director
H.S./M.S. Musical Director

CLASS III

H.S. Ass't. Boys Track Coach
H.S. Ass't. Girls Track Coach
H.S. Reserve Baseball Coach
H.S. Reserve Volleyball
H.S. Reserve Softball Coach
H.S. Ass't Golf Coach
H.S. Freshman Volleyball Coach with full schedule and pre-season practice
H.S. Reserve Wrestling Coach
HS Freshman Basketball coach – Girls
HS Freshman Basketball coach - Boys
MS Football Coaches (4) includes summer practice
MS 8th grade Boys Basketball Coach
MS 7th Grade Boys Basketball Coach
MS 8th grade Girls Basketball Coach
MS 7th Grade Girls Basketball Coach
M.S. Boys Track Coach
M.S. Girls Track Coach
M.S. Athletic Director

Westfall Education Association Master Agreement July 1, 2013 – June 30, 2016
M.S. 8th grade Volleyball Coach
M.S. 7th grade Volleyball Coach
M.S. Golf
M.S. Cross Country
M.S. Wrestling

CLASS IV

Jr. Sr. Prom Advisor(s) - includes fund raising
H.S. Musical Director
H.S. Technical/Orchestra Director
H.S. Freshman Volleyball Coach (reduced schedule)
Flag Advisor (Step 3 max.)
M.S. Yearbook Advisor - Spring Issue

CLASS V

HS Musical Choreographer
Cheerleader Advisor - Varsity Football
Cheerleader Advisor - Varsity Basketball
Cheerleader Advisor - Reserve Football
Cheerleader Advisor - Reserve Basketball
Cheerleader Advisor - Freshman Basketball
H.S. Student Council Advisor
M.S. Student Council Advisor
In the Know Advisor
Band Camp Ass't.
Mock Trial Advisor

CLASS VI

Cheerleader Advisor – M.S. Football
Cheerleader Advisor – 8th Grade Basketball
Cheerleader Advisor – 7th Grade Basketball
Home Game Manager Basketball (1)
Home Game Manager Football (1) – includes pre-sale of tickets and reserve seating
E.S. Student Council Advisor

CLASS VII

M.S. Newspaper Advisor (3) issues

CLASS VIII

UTILITY - To be assigned by Administrators, on a temporary basis.

The Board of Education reserves the right to fill or not fill any supplemental position.

A supplemental contract committee shall be comprised of the Superintendent, Treasurer, one Board member, one President of the Association, one coach, one association member who holds a supplemental contract and one Association member who is a non-coach. The Athletic Director(s) shall be a non-voting member of the committee. The committee shall consider any proposed changes and additions to the Supplemental contracts and/or placement in a class. The recommendation of the

Westfall Education Association Master Agreement July 1, 2013 – June 30, 2016
committee shall be presented to the Board, and the Board will either approve or reject the recommendation.

APPENDIX B**SUPPLEMENTAL COMPENSATION INDEX**

<u>CLASS</u>	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>
0	.100	.060	.040	.030
1	.110	.065	.045	.035
2	.120	.070	.050	.040
3	.130	.080	.055	.045
4	.140	.090	.060	.050
5	.150	.100	.070	.055
6	.160	.110	.080	.060

<u>CLASS</u>	<u>V</u>	<u>VI</u>	<u>VII</u>	<u>VIII</u>
0	.020	.015	.010	.005
1	.025	.020	.015	.0055
2	.030	.025	.020	.0060
3	.035	.030	.025	.0065

Supplemental salary compensation is determined by multiplying the above ratios times the Base Salary on the Teacher Salary Schedule.

APPENDIX C

2013-2014 SUPPLEMENTAL SALARY SCHEDULE

STEPS	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII	CLASS VIII	STEPS
0	3,038	1,823	1,215	912	608	456	304	152	0
1	3,342	1,975	1,367	1,063	760	608	456	167	1
2	3,646	2,127	1,519	1,215	912	760	608	182	2
3	3,950	2,431	1,671	1,367	1,063	912	760	197	3
4	4,254	2,735	1,823	1,519	1,063	912	760	197	4
5	4,558	3,038	2,127	1,671	1,063	912	760	197	5
6	4,861	3,342	2,431	1,823	1,063	912	760	197	6

2014-2015 SUPPLEMENTAL SALARY SCHEDULE

STEPS	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII	CLASS VIII	STEPS
0	3,107	1,864	1,243	932	621	466	311	155	0
1	3,417	2,019	1,398	1,087	777	621	466	171	1
2	3,728	2,175	1,553	1,243	932	777	621	186	2
3	4,039	2,485	1,709	1,398	1,087	932	777	202	3
4	4,349	2,796	1,864	1,553	1,087	932	777	202	4
5	4,660	3,107	2,175	1,709	1,087	932	777	202	5
6	4,971	3,417	2,485	1,864	1,087	932	777	202	6

2015-2016 SUPPLEMENTAL SALARY SCHEDULE

STEPS	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII	CLASS VIII	STEPS
0	3,161	1,897	1,264	948	632	474	316	158	0
1	3,477	2,055	1,423	1,106	790	632	474	174	1
2	3,793	2,213	1,581	1,264	948	790	632	190	2
3	4,109	2,529	1,739	1,423	1,106	948	790	205	3
4	4,426	2,845	1,897	1,581	1,106	948	790	205	4
5	4,742	3,161	2,213	1,739	1,106	948	790	205	5
6	5,058	3,477	2,529	1,897	1,106	948	790	205	6

APPENDIX D**SALARY SCHEDULE INDEX**

<u>YEARS</u>	<u>ND</u>	<u>BA</u>	<u>150 HR.</u>	<u>MA</u>	<u>MA+25</u>
0	0.8650	1.0000	1.0500	1.1000	1.1500
1	0.9000	1.0450	1.1000	1.1550	1.2050
2	0.9350	1.0900	1.1500	1.2100	1.2600
3	0.9700	1.1350	1.2000	1.2650	1.3150
4	1.0050	1.1800	1.2500	1.3200	1.3700
5	1.0400	1.2250	1.3000	1.3750	1.4250
6	1.0750	1.2700	1.3500	1.4300	1.4800
7	1.1100	1.3150	1.4000	1.4850	1.5350
8	1.1450	1.3600	1.4500	1.5400	1.5900
9	1.1800	1.4050	1.5000	1.5950	1.6450
10	1.2150	1.4500	1.5500	1.6500	1.7000
11	1.2500	1.4950	1.6000	1.7050	1.7550
12	1.2850	1.5400	1.6500	1.7600	1.8100
13	1.3200	1.5850	1.7000	1.8150	1.8650
14	1.3550	1.6300	1.7500	1.8700	1.9200
15	1.3900	1.6750	1.8000	1.9250	1.9750
20	1.3900	1.7200	1.8500	1.9800	2.0300

2013-2014 SALARY SCHEDULE

YEARS	BACHELOR	150 HRS.	MASTERS	MASTERS+25
0	30,384	31,903	33,422	34,942
1	31,751	33,422	35,094	36,613
2	33,119	34,942	36,765	38,284
3	34,486	36,461	38,436	39,955
4	35,853	37,980	40,107	41,626
5	37,220	39,499	41,778	43,297
6	38,588	41,019	43,449	44,968
7	39,955	42,538	45,120	46,640
8	41,322	44,057	46,791	48,311
9	42,690	45,576	48,463	49,982
10	44,057	47,095	50,134	51,653
11	45,424	48,615	51,805	53,324
12	46,791	50,134	53,476	54,995
13	48,159	51,653	55,147	56,666
14	49,526	53,172	56,818	58,337
15	50,893	54,691	58,489	60,009
20	52,261	56,211	60,160	61,680

2014-2015 SALARY SCHEDULE

YEARS	BACHELOR	150 HRS.	MASTERS	MASTERS+25
0	31,068	32,621	34,174	35,728
1	32,466	34,174	35,883	37,437
2	33,864	35,728	37,592	39,145
3	35,262	37,281	39,301	40,854
4	36,660	38,835	41,009	42,563
5	38,058	40,388	42,718	44,271
6	39,456	41,941	44,427	45,980
7	40,854	43,495	46,136	47,689
8	42,252	45,048	47,844	49,398
9	43,650	46,602	49,553	51,106
10	45,048	48,155	51,262	52,815
11	46,446	49,708	52,970	54,524
12	47,844	51,262	54,679	56,233
13	49,242	52,815	56,388	57,941
14	50,640	54,369	58,097	59,650
15	52,038	55,922	59,805	61,359
20	53,436	57,475	61,514	63,067

APPENDIX E2015-2016 SALARY SCHEDULE

YEARS	BACHELOR	150 HRS.	MASTERS	MASTERS+25
0	31,611	33,192	34,773	36,353
1	33,034	34,773	36,511	38,092
2	34,456	36,353	38,250	39,830
3	35,879	37,934	39,988	41,569
4	37,301	39,514	41,727	43,308
5	38,724	41,095	43,466	45,046
6	40,146	42,675	45,204	46,785
7	41,569	44,256	46,943	48,524
8	42,992	45,837	48,682	50,262
9	44,414	47,417	50,420	52,001
10	45,837	48,998	52,159	53,739
11	47,259	50,578	53,897	55,478
12	48,682	52,159	55,636	57,217
13	50,104	53,739	57,375	58,955
14	51,527	55,320	59,113	60,694
15	52,949	56,901	60,852	62,433
20	54,372	58,481	62,591	64,171

APPENDIX F

**WESTFALL LOCAL SCHOOL DISTRICT
EMPLOYEE LEAVE FORM**

Each staff member who is absent from duties must complete this form and give it to the PRINCIPAL OR SUPERVISOR. The Principal/Supervisor will sign, keep a copy, and send a copy to the Treasurer/Superintendent. A copy will also be provided to the staff member.

I certify that I was absent from work on the dates indicated below for reasons as indicated.

PRINT NAME: _____

DATE OF ABSENCE	SUBSTITUTE
1. _____	1. _____
2. _____	2. _____
3. _____	3. _____

REASON FOR ABSENCE: (Please check appropriate leave. See the WEA Negotiated Agreement for rules and stipulations).

SICK LEAVE

- _____ Personal Illness
- _____ Illness in Family
- _____ Personal Leave (total of 3)
- _____ Professional Leave – Two Weeks Advanced Notice (Title/Type): _____
- _____ Milcage Reimbursement Request (P.O. Attached): _____
- _____ MapQuest (Documentation Attached)
- _____ Other Leave (Explanation): _____
- _____ Jury Duty
- _____ Bereavement Leave
- _____ Vacation Leave

Employee Signature

Principal/Supervisor Signature

Date

Approved Disapproved

Superintendent's Signature Date

APPENDIX G

PARENTAL LEAVE FORM*

(To be filed with the Superintendent, 60 days prior to the anticipated commencement of leave).

NAME: _____

SCHOOL: _____

POSITION: _____

Check one of the following:

_____ I wish to take leave for reasons of maternity. I wish to remain out for the period of disability.

_____ I wish to take leave for reasons of child-rearing. I wish to remain out of work for the duration of this school year. I understand that I am entitled to return to a position similar to the position vacated, but not necessarily the position vacated.

Anticipated date of delivery is: _____

Approximate ending date of Leave: _____

Teachers should notify the Superintendent as soon as possible of the precise dates of each of the above in writing. Teachers are reminded to review the Master Contract between the Board and the Association relative to notification dates, insurance benefits, etc.

Signature of Teacher Date

Signature of Superintendent Date

*Complete in duplicate - one copy to be retained by the Superintendent, one copy to be returned to the teacher

APPENDIX H

GRIEVANCE REPORT

Grievance # _____

SUBMIT TO PRINCIPAL IN TRIPLICATE _____

BUILDING _____

ASSIGNMENT _____

NAME OF GRIEVANT _____

DATE FILED _____

STEP I

A. Date Cause of Grievance occurred: _____

B. Statement of Grievance: _____

1. Specific Section(s) of the agreement alleged to be violated, misrepresented, or misapplied.

2. Relief Sought: _____

Signature: _____ Date _____

C. Disposition by Principal: _____

Signature: _____ Date _____

STEP II

A. Position of Grievant: _____

B. Date received by Superintendent or Designee: _____

C. Disposition by Superintendent or Designee: _____

Signature: _____ Date _____

STEP III (ARBITRATION)

A. Position of the Grievant: _____

Signature: _____ Date _____

APPENDIX I

Checklist - Westfall Teacher Evaluation System

(Form WTES-2013.1)

Participants

Teacher: _____ Evaluator: _____

Building: _____ Content Area: _____

The teacher evaluation is divided up into two semesters of events and forms to be completed. Please fill in the date of completion for the following items.

First Semester Check List

a. Teacher Self-Assessment: Date: _____
Form to be completed by the first week of school

b. First Walk Through: Date: _____
Were you given online feedback from your Evaluator
within 24 hours of the observation? Yes No

c. First Full Lesson (30 minute) Observation: Date: _____
Were you observed for the entire lesson? Yes No

d. Post Observation / Goal Setting Conference Date: _____
To be held 5 working days after observation

e. Student Learning Objectives (SLOs) Date: _____
To be submitted to the SLO committee by October 14th

• *Revisions submitted to and approved by the SLO committee by October 31.* Date: _____

Second Semester Check List

a. Second Walk Through: Date: _____
Were you given online feedback from your Evaluator
within 24 hours of the observation? Yes No

b. Second Full Lesson (30 minute) Observation: Date: _____
Were you observed for the entire lesson? Yes No

c. Student Learning Objectives (SLOs) Date: _____
Data collection completed and submitted for the
final scoring process by April 15.

d. Post Observation / Summative Evaluation: Date: _____
To be held within 5 working days after observation
Did you receive your summative evaluation? Yes No

e. Teacher Self Reflections Assessment completed by April 30. Date: _____

APPENDIX I

Self- Assessment Summary Tool

(Form: WTES-2013.2)

Directions: Teachers should record evidence to indicate strengths and areas for growth for each standard. Name: _____
 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. Date: ____/____/____

Standard		Strengths	Areas for Growth	Priorities (Check 2)
Standard 1: Students	<ul style="list-style-type: none"> • Knowledge of how students learn and of student development • Understanding of what students know and are able to do • High expectations for all students • Respect for all students • Identification, instruction and Intervention for special populations 			
Standard 2: Content	<ul style="list-style-type: none"> • Knowledge of content • Use of content- specific instructional strategies to teach concepts and skills • Knowledge of school and district curriculum priorities and Ohio academic content standards • Relationship of knowledge within the discipline to other content areas • Connection of content to life experiences and career opportunities 			
Standard 3: Assessment	<ul style="list-style-type: none"> • Knowledge of assessment types • Use of varied diagnostic, formative and summative assessments • Analysis of data to monitor student progress and to plan, differentiate, and modify instruction • Communication of results • Inclusion of student self-assessment and goal-setting 			

Self- Assessment Summary Tool (Continued)

(Form: WTES-2013.2)

<p>Standard 4: Instruction</p>	<ul style="list-style-type: none"> • Alignment to school and district priorities and Ohio academic content standards • Use of student information to plan and deliver instruction • Communication of clear learning goals • Application of knowledge of how student learn to instructional design and delivery • Differentiation of instruction to support learning needs of all students • Use of activities to promote independence and problem-solving • Use of varied resources to support learner needs 			
<p>Standard 5: Learning Environment</p>	<ul style="list-style-type: none"> • Fair and equitable treatment of all students • Creation of a safe learning environment • Use of strategies to motivate students to work productively and assume responsibility for learning • Creation of learning situations for independent and collaborative work • Maintenance of environment that is conducive to learning for all students 			
<p>Standard 6: Collaboration & Communication</p>	<ul style="list-style-type: none"> • Clear and effective communication • Shared responsibility with parents/ caregivers to support student learning • Collaboration with local community agencies 			
<p>Standard 7: Professional Responsibility and Growth</p>	<ul style="list-style-type: none"> • Understanding of and adherence to professional ethics, policies and regulatory codes • Engagement in continuous, purposeful professional development • Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement 			

APPENDIX K

Informal Observation: General Form

(Form WTES-IOP.1)

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

Teacher: _____ Evaluator: _____

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

EVALUATOR OBSERVATIONS

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

Comments:

Recommendations for Focus of Informal Observations:

Evaluator Signature: _____

Photocopy to Teacher

Informal Observation: Open-Ended Form

(Form WTES-IOP.2)

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

Teacher: _____ Evaluator: _____

TIMES	OBSERVATIONS

Comments:

Evaluator Signature _____

Photocopy to Teacher

APPENDIX L

Teacher Performance Evaluation Rubric

(Form WTES-FOP.1a)

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	FOCUS FOR LEARNING (Standard 4: Instruction) <i>Sources of Evidence</i> Pre-Conference	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.
	Evidence	Lesson Plans Content Area Curriculum/ Text	Curriculum Maps/ Pacing Charts	IEPs Student Work samples	

Teacher Performance Evaluation Rubric

(Form WTES-FOP.1b)

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
Instructional Planning	<p>ASSESSMENT DATA (Standard 3: Assessment)</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>
	Evidence	Verbal Checks, Observations, Board work.	Question of the day. Reteach. OAA, MAP, DRA WIAT, WISC, Brigance Quarterly Assessments	Differentiation Learning Styles, student grouping Data Analysis Portfolios Chapter Pre-test Chapter Post-test Projects	

Teacher Performance Evaluation Rubric

(Form WTES-FOP.1c)

INSTRUCTIONAL PLANNING		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	<p>PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS (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 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 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 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>
	Evidence	Lesson Plans	Discussion, Questioning Pre Assessment Curriculum Maps/ Pacing Charts	KWL Data Analysis Scaffolding Differentiation	

Teacher Performance Evaluation Rubric

(Form WTES-FOP.1d)

INSTRUCTIONAL PLANNING		Ineffective	Developing	Skilled	Accomplished
Instructional Planning	<p>KNOWLEDGE OF STUDENTS (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 demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.</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 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 plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.</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'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'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>
	<p>Evidence</p>	<p>Discussion DASL Progress Book</p>	<p>Student Cum file Parent Contact OAA Community Events</p>	<p>Interest Surveys Differentiation Reflection Learning Styles Data Analysis</p>	

Teacher Performance Evaluation Rubric

(Form WTES-FOP.2a)

Instruction and Assessment		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p>LESSON DELIVERY (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>
	Evidence	Teacher Directed	Questioning	Developmentally Appropriate Student Directed Critical Thinking Differentiation	

Teacher Performance Evaluation Rubric

(Form WTES-FOP.2a)

Instruction and Assessment		Ineffective	Developing	Skilled	Accomplished
Instruction and Assessment	<p>DIFFERENTIATION (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>
	Evidence	Lesson Plans	Lecture Pacing Technology	Multiple Modes of Instruction (Gardner's Intelligences) Student Grouping Modified Assignments Modified Assessments	

Teacher Performance Evaluation Rubric

(Form WTES-FOP.2c)

Instruction and Assessment		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p>RESOURCES (Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.	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.	Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.	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.
	Evidence	Lesson Plans	Content Area Texts	Technology (Ipads, SmartBoard)	

Teacher Performance Evaluation Rubric

(Form WTES-FOP.2d)

Instruction and Assessment		Ineffective	Developing	Skilled	Accomplished
Instruction and Assessment	<p>CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<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 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 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 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 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 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 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>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>
	Evidence	<p>Eye contact, Smiles Lesson Plans Positive Feedback</p>	<p>Mutual Respect Clear Directions Posted Rules, Agenda Posted Expectations Parent Communication (agenda) Classroom Transitions</p>	<p>Student Engagement Parent Communication (phone, email, postcards) Enforced Expectations Proximity Behavior Incentives</p>	

Teacher Performance Evaluation Rubric

(Form WTES-FOP.2e)

Instruction and Assessment		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p>ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</p> <p><i>Sources of Evidence</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations Post-Conference</p>	<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>
	Evidence	Lecture	Chapter Post Assessment Hands On Data Analysis	Blooms Taxonomy Differentiation	

Teacher Performance Evaluation Rubric

(Form WTES-FOP.3)

Professionalism					
		Ineffective	Developing	Skilled	Accomplished
PROFESSIONALISM	<p>PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)</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>
	Evidence		<p>Parent Communication (agenda) Enforce Policies Data Analysis IPDP</p>	<p>Parent Communication (phone, email, post cards) Book study, Seminars, Conferences, Workshops</p>	

APPENDIX M
Professional Growth Plan

(Form WTES-PGP.1)

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

Self-Directed Teacher: _____ Evaluator: _____ Date: _____

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

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

Evaluation of Professional Growth Plan

(Form WTES-PGP.2)

Teacher Name: _____ Grade Level/ Subject: _____

School Year: _____ Building: _____ Date of Evaluation: _____

The Professional Growth Plan will be evaluated at the end of the time specified in the plan. Outcomes from the improvement plan demonstrate the following action to be taken;

- Professional Growth has been demonstrated and performance standards are met to a satisfactory level of performance*
 Improvement should continue for time specified: _____
Other recommendation: _____

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 evaluators signature on this form verifies that the proper procedures as detailed in the local contract has been followed.

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

APPENDIX N
Improvement Plan

(Form WTES-IP.1)

Teacher Name: _____ Grade Level/ Subject: _____

School Year: _____ Building: _____ Date of Improvement Plan Conference: _____

Written improvement plans are to be developed in the circumstances when an educator makes below expected academic growth with his/ her students AND/OR receives an overall ineffective rating or an ineffective rating on any of the components of the WTES 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 met within the time 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: Area of Improvement

Section 2: Desired Level of Performance – List specific measureable 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)

Westfall Teacher Evaluation System (IP continued)

(Form WTES-IP.1)

Section 3: Specific Plan of Action

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

Section 4: Assistance and Professional Development

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

Date for this Improvement Plan to be Evaluated: _____

Teacher's Signature: _____

Date: _____

Evaluator's Signature: _____

Date: _____

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

Evaluation of Improvement Plan

(Form WTES-IP.2)

Teacher Name: _____ Grade Level/ Subject: _____

School Year: _____ Building: _____ Date of Evaluation: _____

The Improvement plan will be evaluated at the end of the time specified in the plan. Outcomes from the improvement plan demonstrate the following action to be taken;

- Improvement is demonstrated and performance standards are met to a satisfactory level of performance*
- 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 evaluators signature on this form verifies that the proper procedures as detailed in the local contract has been followed.

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

APPENDIX O

Student Learning Objective (SLO) Template

SLO Appendix A

This template should be completed while referring to the Student Learning Objective (SLO) Checklist (Appendix B) and Checklist for Selecting Appropriate Assessments (Appendix C).

Teacher Name:	<input type="text"/>	Content Area and Course(s):	<input type="text"/>
Grade Level(s):	<input type="text"/>	Academic Year:	<input type="text"/>
		SLO Tracking Number	<input type="text"/>

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?

<input type="checkbox"/> Identify sources of information about students (e.g., test scores from prior years, results of pre-assessments).
<input type="checkbox"/> Draw upon trend data, if applicable.
<input type="checkbox"/> Summarizes the teacher's analysis of the baseline data by identifying student strengths and weaknesses
Details of SLO: 1 st : 2 nd : 3 rd :
Comments from SLO Assessment Committee:

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.

Details of SLO:

1st:

2nd:

3rd:

Comments from SLO Assessment Committee:

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).

Details of SLO:

1st:

Comments from SLO Assessment Committee:

Standards and Content

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

- 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.
- 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).

Details of SLO:

1st:

2nd:

3rd:

Comments from SLO Assessment Committee:

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.

Details of SLO:

1st:

2nd:

3rd:

4th:

Comments from SLO Assessment Committee:

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 demonstrate growth.
- Sets ambitious, yet attainable targets.

Details of SLO:

1st:

2nd:

3rd:

4th:

5th:

Comments from SLO Assessment Committee:

Rationale for Growth Target(s)

What is your rationale for setting the above 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 teacher(s).

Details of SLO:

1st:

2nd:

3rd:

4th:

5th:

6th:

Comments from SLO Assessment Committee:

Student Learning Objective (SLO) Approval Checklist

SLO Appendix B

This checklist should be used for both writing and approving SLOs by both teachers and evaluators. For an SLO to be formally approved, all criteria must be met, and every box below will need to be checked as completed by an SLO evaluator.

Teacher Name: _____ Content Area and Course(s): _____ Date: ____/____/____

Grade Level(s): _____ Academic Year: _____ SLO Tracking Number: _____

Baseline and Trend Data	Student Population	Interval of Instruction	Standards and Content	Assessment(s)	Growth Target(s)	Rationale for Growth Target(s)
<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 the 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 pre-assessments). <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"/> Includes all students in the class covered by the SLO. <input type="checkbox"/> Describes the student population and considers any contextual factors that may impact student growth. <input type="checkbox"/> Does not exclude subgroups of students that may have difficulty meeting growth targets.	<input type="checkbox"/> Matches the length of the course (e.g., quarter, semester, and 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"/> Presents 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 grade-level and content-level district 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"/> Requires all students in the course have a growth target. <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).

APPENDIX P

WTES Final Summative Rating for Teacher Effectiveness

Proficiency on Standards 50%	Ineffective	Developing	Skilled	Accomplished
Cumulative Performance Rating (Holistic Rating using Performance Rubric)				
<i>Areas of reinforcement/ refinement:</i>				

Student Growth Data 50%	Below Expected Growth	Expected Growth	Above Expected Growth
Student Growth Measure of Effectiveness			
<i>Areas of reinforcement/ refinement:</i>			

Final Summative (Overall) Rating	Ineffective	Developing	Skilled	Accomplished

Check here if improvement Plan has been recommended.

Print Name: _____ Teacher Signature: _____ Date: _____

Print Name: _____ Evaluator Signature: _____ Date: _____

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

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

APPENDIX Q

DISCUSSION FORUM FORM

Date: _____

Building: _____

Concern: _____

Signature of Association Representative

Signature of Administrator

Date item was brought before the Discussion Forum: _____

Action Taken: _____

