

STATE EMPLOYMENT
RELATIONS BOARD

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AGREEMENT

BETWEEN

PREBLE SHAWNEE LOCAL SCHOOL DISTRICT

AND

PREBLE SHAWNEE LOCAL EDUCATION ASSOCIATION

EFFECTIVE

SEPTEMBER 1, 2013

THROUGH

JUNE 30, 2016

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PREAMBLE

This Agreement is between the Preble Shawnee Local School District, hereinafter the Board and the Preble Shawnee Local Education Association, hereinafter the Association.

ARTICLE I - DURATION

101 Duration

Except as otherwise provided herein, this Agreement shall remain in effect September 1, 2013 until June 30, 2016. Either party to this Agreement, not sooner than one hundred fifty (150) days prior to the expiration date, may serve notice to the other party of its intent to negotiate a successor agreement. Within ten (10) days after receipt of said notice or at a time mutually agreed upon, the parties shall meet for the purpose of initiating discussions. In the event said termination notice is issued, a Notice to Negotiate shall be served by the moving party on the other party and the State Employment Relations Board not sooner than sixty (60) days prior to the expiration date set forth herein.

In the interim, the parties agree that they will meet to discuss any item either party feels is of such importance as to warrant a possible memorandum of understanding. If agreement is reached, the parties will reduce the agreement to a memorandum of understanding and it will append to the contract next in line after the existing memoranda. It is agreed that this memo, while binding on the parties, is not subject to the grievance procedure and are not part of the contract

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 2013.

FOR: PREBLE SHAWNEE LOCAL SCHOOL DISTRICT

Barbara M. Strickland
President

David Ulrich
Superintendent

Mollie L. Harsel
Treasurer

FOR: PREBLE SHAWNEE LOCAL EDUCATION ASSOCIATION/OEA/NEA

Luciana A. [Signature]
President

[Signature]
Chairperson

[Signature]
Committee Member

ARTICLE II - RIGHTS AND RESPONSIBILITIES

201 Association Rights

- A. The Association shall be granted the exclusive teacher organizational right to payroll deduction for its annual dues and those of its affiliates and their departments. Deductions shall be in accordance with the payroll deduction policy (Article V, Section 508).
- B. The Association shall be granted the exclusive teacher organizational right to insert Association materials into the teachers' mailboxes.
- C. The Association shall be granted the exclusive teacher organization right to hold meetings on school property at reasonable times before or after the work day. The Association shall schedule, in advance, space and times with the building principal or the Superintendent's office. There shall be no charge for the use of school facilities.
- D. The Association shall be provided the names and addresses of newly employed teachers following Board approval of their contracts and before the scheduled orientation date.
- E. The Association shall be given a place on the program for the orientation of new teachers. The Association shall be involved in the planning of the new teacher orientation.
- F. The Association President, or PSLEA member designated by the President, shall be given a tentative agenda the same day as the Board of Education. Within seven (7) working days after the Board meeting, a paid bill list and a summary of accounts will be sent to the President upon request.
- G. Association representatives may meet with teachers during the teachers' work day, provided that it is only during the teachers' and representatives' planning time or when the teachers are not responsible for the supervision of students.
- H. The Association shall be granted a cumulative total of ten (10) days of Association leave per year, to be used by the Association to attend the Representative Assembly, meetings, conferences or other organizational affairs inside or outside the District. Ten (10) days advance notification in AESOP shall be provided. No more than five (5) members shall use Association leave on a given day, unless approved by the Superintendent/designee. The days may be used in one-quarter (1/4) day increments.

A list of the names of the Association's duly elected delegates and alternates must be sent to the Superintendent by October 15 of each school year.

Such leave shall be granted without loss of pay upon advance written notice (on the appropriate form) of at least four (4) business days prior to the date of the intended absence to the Superintendent.

- I. Space on a bulletin Board in each teacher's lounge shall be made available for the exclusive organizational use of the Association.
- J. A representative designated by the Association will be on the selection committee to interview final candidates for building principal as presented by the Superintendent. This representative will be from the building for which the administrative position is being filled.

202 **Board Rights**

The Board hereby retains and reserves unto itself, except as limited by the specific and express terms of the Agreement, all powers, rights authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States, including, but without limiting the generality of the foregoing, the right:

- (a) to the executive management and administrative control of the school system and its properties and facilities;
- (b) to hire all employees, and subject to the provisions of law, to determine their qualifications and the dismissal or demotion, and to promote, and transfer all such employees;
- (c) to establish grades and courses of instruction including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
- (d) to delegate authority through recognized administrative channels for the development and organization of the means and methods of the instruction according to current teaching materials; and the utilization of teaching aides of all kinds; and,
- (e) to determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities within the school system during the school day, and the terms and conditions of employment.

The exercise of the foregoing powers, rights authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and Ohio Statutes; and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States.

203 No Strike

- A. Neither the Association, its Agent, or any bargaining unit member or employee shall strike or engage in any slowdown, withholding of services or concerted activities designed to interfere with the normal operations of the school district during the term or extended term of this Agreement. Bargaining unit members shall be subject to the provisions of the Ohio Revised Code in accordance with 4117 O.R.C., including but not limited to Sections 4117.15, 4117.16 and 4117.18 in their entireties, as well as any future revisions to the O.R.C. Further, bargaining unit members found to be in violation of the above shall be subject to immediate disciplinary action by the Board, including termination.
- B. As per 4117.15(C): No public employee is entitled to pay or compensation from the public employer for the period engaged in any strike.
- C. Any violation of this section will be automatic and sufficient grounds for immediate disciplinary action by the Board against any employee(s) involved.

204 Academic Freedom

The Board shall recognize that academic freedom is essential to the teaching profession. Academic freedom is the right of the learner and the teacher to explore, present, and discuss divergent points of view. The teacher shall be permitted to adapt the text and curriculum to the methods and techniques suited to the needs of each specific class as long as the adaptation complies with Board policy.

205 Availability of Board Policies

Board policies shall be made available by placing them on the school district web-site.

During such time in which Board policies are undergoing revisions and until such revisions have been adopted by the Board of Education, Board policies shall be interpreted with respect to the most recently adopted Board policy. A hard copy of the proposed new policies or revisions that are provided to the Board, shall be provided to the President of the Association within five (5) business days following Board action.

206 Personnel Records

- A. The official personnel file for each teacher shall be maintained by the office of the Board of Education. This file shall be considered confidential to the fullest extent of the law.
- B. Such files are the property of the Board of Education. The Superintendent of schools is the custodian of such files.
- C. Any material placed in the file shall be signed and dated by the person directing its placement in the file and by the teacher in whose file the material is being placed. If the teacher refuses to sign the material, such fact shall be noted.

- D. Anonymous letters or materials shall not be placed in any teacher's file, nor shall they be made a matter of record.
- E. Teachers shall be entitled to a copy, at their expense, of any material in their files, except for material originally supplied prior to employment.
- F. Teachers may periodically review their personnel files outside the employee's normal working hours. The teacher may request another individual to be present during the review. The Superintendent, or designated representative, shall be present during such review. At such time the teacher and Superintendent may mutually agree to remove materials from the file. Absent agreement, the teacher has all rights pursuant to Chapter 1347, Ohio Revised Code.
- G. Documentary information outside the official personnel file which is to form the basis of a teacher's evaluation or recommended non-reemployment will be disclosed to the teacher prior to the evaluation or recommendation. Only those anecdotal files, records, or letters which support the information in the official personnel file will be used in a teacher's evaluation or recommended non-reemployment.

207 Citizen's Complaints about Instructional Materials or Methods

The Board and the Association recognize the rights and responsibilities of teachers to instruct their classes and to use materials and methods which best represent and describe the subject area. Materials may be obtained from sources other than the school library or from purchases by the Board. Teachers shall be familiar with materials to be used and should be aware of reviews concerning the material. Teachers must follow Board policies as they relate to controversial issues or teaching methods.

In the event that any citizen has a complaint or question concerning material or methods used in conjunction with a class, or material found in the library/media center, the adopted Board policy and procedures that follow will be utilized.

- A. Complaints or grievances concerning a program or instructional materials shall be addressed to the building principal, who will notify the teacher involved.
- B. All complaints or grievances shall be in writing on forms provided by the Board of Education.
- C. The written complaint will be examined by a review committee which will include the appropriate department head and/or librarian and building administrator.
- D. Any appeal of the review committee's decision will be through the Superintendent to the Board of Education.

In no case shall instructional or library/media materials be removed from use until the appropriate Board policy has been followed.

208 **Complaints against Teachers**

In the event that any citizen has a complaint or question concerning any teacher, or the adopted Board policy, the following procedures shall be utilized:

- A. Complaints directed against a teacher shall be initially addressed to the concerned teacher, who shall promptly meet with the complainant to discuss the complaint.
- B. If the matter is not resolved at the first level, the complainant, building principal, and the concerned staff member shall meet to discuss the matter.
- C. If a meeting is sought by the complainant with the Superintendent, after Steps A and B have been followed, the teacher will be notified.
- D. If a meeting is requested by the complainant with the Board of Education, the concerned teacher will be notified and will be given an opportunity to be present at the meeting and to be heard on the issue.

A parental complaint against a teacher which is not brought to the attention of the teacher by the administration within five (5) working days after the receipt of the complaint shall not be basis for disciplinary action against the teacher or otherwise used to adversely effect the teacher's employment status.

In the event a complaint is filed, the administrator shall include the date the complaint was filed.

ARTICLE III - CONDITIONS OF TEACHER EMPLOYMENT

301 **Regular Contracts**

- A. All teachers employed by the Board of Education shall be issued written contracts in accordance with the Ohio Revised Code. Such contracts shall include the following information:
 - 1. Name of teacher.
 - 2. Name of the school district and Board of Education employing said teacher.
 - 3. Type of contract, whether limited or continuing. If limited, the number of years the contract is to be in effect.
 - 4. Basis of determining compensations (i.e., classroom teacher - B.A. Degree - 5 years' experience).

5. Provision for signature and date of signature of the teacher being contracted.
 6. Number of days in the teacher contract year - 183.
- B. Tutors will be given a contract that specifies the hourly rate that they are paid when working, that the number of hours worked per day and days worked per year will be determined by the administration based on need and funds available for the particular program from which the tutoring position is funded. The contract will also state that tutors are not eligible for sick leave, personal leave or calamity days.

302 **Supplemental Contracts**

All teachers assigned additional responsibilities and granted additional compensation for such responsibilities shall be given a written contract that is in addition to their regular contract in keeping with the Ohio Revised Code. Such supplemental contract shall include the following information:

- A. Name of teacher.
- B. Name of school district and Board of Education for which responsibilities shall be performed.
- C. Period of time the contract is to be in force.
- D. Statement of position and/or responsibility(ies) and compensation to be provided for each supplemental contract.
- E. Basis by which compensation will be paid.
- F. Provision for signature and date of signature by the teacher.

303 **Sequence of Contracts**

Limited Contracts

The sequence of limited contracts for teachers shall be as follows:

1. All teachers new to the District shall be granted a limited contract with a duration of one (1) year.
2. All teachers who have successfully completed two (2) limited contracts with a duration of one (1) year each, and are recommended by the Superintendent, shall be recommended for a limited contract with a duration of two (2) years.
3. All teachers who have successfully completed two (2) limited contracts with a duration of two (2) years each, referred to in # 2 above, and who have been

recommended by the Superintendent, shall be recommended for a limited contract with a duration of three (3) years.

4. All teachers who have successfully completed a limited contract with a duration of three (3) years and who have been recommended by the Superintendent, shall be recommended for a limited contract with a duration of three (3) years of each contract thereafter.
5. At the conclusion of any limited contract, the teacher may be re-employed on a conditional status for a period of one (1) or two (2) years. The formal evaluation procedures must indicate that such action is warranted and written, specific recommendations regarding necessary improvements will be given to the teacher. If the Board elects to grant a contract with a lesser duration than that recommended by the Superintendent, the contract will be one with a conditional status.
6. Teachers who have successfully completed a limited contract with a duration of three (3) years, and who have demonstrated exceptional teaching performance, may be granted a limited contract with a duration of four (4) or five (5) years. Such teachers shall continue to receive a contract of the same period, as long as they continue to demonstrate exceptional teaching performance and are recommended by the Superintendent.
7. Any teacher on a multi-year contract who is eligible for a continuing contract during the term of the multi-year contract may, prior to October 1st of any school year, request consideration for continuing contract status. If the Superintendent chooses not to consider the teacher at that time, he will provide written reasons for not making said recommendation. Nothing contained herein shall bind the Board of Education to grant continuing contract status.

Continuing Contracts

1. Eligibility for continuing contract status is based on three factors:
 - (a) the grade or "quality" of the teaching license held by the teacher;
 - (b) the length of time the teacher has held an educator license; and
 - (c) the length of teaching service within the district.
2. For teachers initially licensed prior to January 1, 2011, the licensure requirement is met if the teachers:
 - (a) holds a professional, permanent, or life certificate (issued under prior law) or a professional, senior professional, or lead professional educator license; and
 - (b) has completed either of the following:

- (1) if a masters degree was held at the time of initially receiving a certificate or license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate/license or the equivalent of six (6) combination of semester hours and equivalent activities as approved by the LPDC equal to six (6) semester hours; or
 - (2) if no masters degree was held at the time of initially receiving a certificate/license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate/license, or the equivalent of thirty (30) semester hours through professional growth activities as approved by the LPDC or a combination of semester hours and professional growth activities as approved by the LPDC equal to thirty (30) semester hours.
3. For teachers initially licensed after January 1, 2011, the licensure requirement for continuing contract eligibility is met if the teacher:
 - (a) holds a professional, senior professional, or lead professional license;
 - (b) has held an educator's license for seven (7) years; and
 - (c) has completed either of the following:
 - (1) if the teacher did not hold a masters degree at the time of initially receiving an educator license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license; or
 - (2) if the teacher held a masters degree at the time of initially receiving a teacher's certificate under former law or an educator license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license.
4. The service requirement for continuing contract status requires the teacher to:
 - (a) have taught within the district for at least three (3) out of the last five (5) years; or
 - (b) having achieved continuing contract status in another district; eligibility begins after two (2) years of service within the district, and may begin sooner if the Superintendent so recommends.
5. Teachers who believe they will be eligible for a continuing contract must give written notice of their eligibility to the Superintendent on or before October 1st of

the school year in which they become eligible. Teachers will be considered for continuing contract when they become eligible.

A teacher who fails to provide written notification to the Superintendent by October 1st of his/her final contract will only be eligible to a one (1) year limited contract of employment, if his/her contract is renewed for the next school year. Such one (1) year limited teaching contract, if provided by the Board, shall not be considered an extended limited contract in accordance with the provision of ORC 3319.11.

6. Conversion Chart for Continuing Education Units.

Sem Hrs	Qtr Hrs	CEU
1/3	0.5	1
2/3	1.0	2
1	1.5	3
1 1/3	2.0	4
1 2/3	2.5	5
2	3.0	6
2 1/3	3.5	7
2 2/3	4.0	8
3	4.5	9
3 1/3	5.0	10
3 2/3	5.5	11
4	6.0	12
4 1/3	6.5	13
4 2/3	7.0	14
5	7.5	15
5 1/3	8.0	16
5 2/3	8.5	17
6	9.0	18
7	10.5	21
8	12.0	24
9	13.5	27
10	15.0	30
11	16.5	33
12	18	36
13	19.5	
14	21.0	
15	22.5	
16	24.0	
17	25.5	
18	27.0	
19	28.5	
20	30	
21	31.5	
22	33.0	
23	34.5	
24	36	
25	37.5	
26	39.0	
27	40.5	
28	42.0	
29	43.5	
30	45.0	

$\frac{\text{Qtr. Hrs}}{3} \times 2 = \text{Sem. Hrs}; 1 \text{ Contact Hr} = .1 \text{ CEU}; 10 \text{ Contact Hrs} = 1 \text{ CEU}$

304 Teacher Evaluation

- A. The Association and the Board agree that teacher evaluation procedures, including but not limited to the Ohio Teacher Evaluation System ("OTES") and all current and future changes to the Teacher Evaluation System recommended and/or required by the Ohio Department of Education and/or the General Assembly will be reviewed by the OTES committee. The committee will be composed of six (6) administrators appointed by the Superintendent, and six (6) teachers appointed by the Association.
- B. Teachers shall be notified of the evaluation procedures and forms referenced in Addendum A of the Master Agreement used in the Teacher Evaluation System by September 15 of each year. Teachers will be given an evaluator based on a rotation so that each teacher will be evaluated by at least two different evaluators every four years.
- C. The evaluation procedures in the Teacher Evaluation System shall apply to "Teachers" as that term is defined in ORC 3319.111. The OTES Committee shall meet to develop procedures and forms to evaluate members who are not considered "Teachers" per ORC 3319.111.
- D. The Board and the Association are committed to using OTES, as it currently exists and may be amended as needed, as the model for assessing teacher performance. To this end, the parties agree that the OTES Model will be followed.
- E. The Board and the Association agree that the OTES Resources in Addendum A including the Ohio Teacher and Principal Evaluation System (ETPES), will be used by the District, as necessary and appropriate, in evaluating teacher performance as part of the OTES Model.
- F. Pursuant to the Board's Teacher Evaluation Policy, Teachers who receive a final summative rating of "Accomplished" on their most recent evaluation shall be evaluated once every two years.
- G. Each building will be represented on the OTES Committee, which will meet to discuss the Teacher Evaluation System and related matters as necessary and appropriate. Any changes or revisions to the Teacher Evaluation System must be agreed upon by the OTES Committee and is subject to final approval by the Board of Education.

Committee Operation

- 1. Members of the committee will receive training in all aspects of OTES, the state adopted evaluation framework, and the standards for the teaching profession prior to beginning their work. Members of the committee will receive release time for committee work and training.

2. The committee will establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.
3. At each meeting, the committee will select an individual to act as the official recording scribe for that meeting. Minutes of meetings will be distributed to committee members.
4. The committee shall be authorized to use consultant(s) (examples include, but are not limited to, educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate and as funds permit.

Committee Compensation

Any OTES committee work performed outside of the contractual work day shall be paid at the sub pay rate per hour.

H. Teacher Performance

Teacher performance will be assessed according to the OTES model. Based upon researched best practices, the formal observation process consists of a minimum of 2 pre-conferences, classroom observations (and walkthroughs), and post-conferences. Trained, credentialed evaluators will evaluate teacher performance through a holistic process aligned with the 2006 Ohio Standards for the Teaching Profession. The district will not contract or employ any outside businesses or individuals as OTES evaluators. All teachers will begin the 2013/2014 school year at the level of skilled.

I. Criteria for Performance Assessment

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. All monitoring or observations of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

J. Walkthroughs

A walkthrough is a formative assessment process that focuses on no more than two (2) of the identified areas in the teacher performance evaluation rubric. The walkthrough should be of sufficient duration to allow the evaluator to assess factors pertinent to the focus of the walkthrough. The walkthrough shall consist of at least 10 consecutive minutes, but not more than 20 consecutive minutes in duration. The teacher shall be provided a copy of the walkthrough form, including all scripted and anecdotal documents relative to the walkthrough no later than two work days following the walkthrough. No more than two walkthroughs shall be conducted in each evaluation cycle. Walkthroughs shall not disrupt and/or interrupt the learning environment in the classroom.

K. Timelines for Evaluation Procedures

OTES Addendum B

Teachers are encouraged, but not required to complete the Self-Assessment Summary Tool.

The administrator conducting the evaluation must give written notification of the date and time of the pre-conference to the teachers he/she is evaluating 10 working days prior to the pre-conference date. Lesson plans will be submitted (in the agreed to building-wide lesson plan format) to the evaluator five (5) days prior to the pre-conference date. Both the evaluator and teacher will use OTES Addendum A to anticipate the direction of the pre-conference. The date and time for the formal observations will be decided during the pre-conference.

Within five (5) working days of the formal observation the evaluator will present the reflective questions of reinforcement and the refinement area to the teacher that will frame the dialogue of the post-conference. Then the post-conference will be conducted between 8-15 working days following the formal observation date.

The evaluator and the teacher will use the Post-Conference Sample Questions (OTES Addendum A) to anticipate the direction of discussion during the post-conference. Teachers will have the opportunity to verbally respond to the evaluator's questions and support his/her responses or rebuttal. The teacher will specify whether he/she would like the administrator to use the "Informal Observation: General Form" or "The Informal Observation: Open-Ended Form."

Teachers shall not receive a formal observation on a day before or after the following: the administration of standardized testing; a holiday or any break from scheduled school days (excluding weekends).

A teacher may request a formal observation at any time in addition to those required by this procedure. Requests for additional observations must be made to the building administrator and approved by the OTES committee. The district will be as accommodating in meeting these requests as possible.

If any portion of the OTES evaluation process is interrupted by unforeseen circumstances, the teacher and evaluator will meet and mutually agree upon future dates and times to complete the evaluation process.

The timeline will be reviewed by the OTES committee during the 2013-2014 school year and will make modifications as needed. OTES Addendum B will expire June 1st, 2014.

L. Teachers placed on an Improvement plan:

When a teacher is found to be ineffective, the evaluator and teacher shall develop a plan for remediation of identified deficiencies at the post-observation conference or formal debriefing and such plan shall be reduced to writing and

provided to the teacher within 10 days working days following the post-observation conference or formal debriefing.

The improvement plan, as outlined in this section shall detail:

1. Performance issues documented as deficient
2. Specific performance expectations
3. The allocation of resources and assistance to be provided by the district noted in the post-conference form to support professional development of the teacher.
4. Sufficient, specific timelines, not less than six (6) weeks, to allow for the improvement of identified deficiencies.
5. The provisions for teachers will be provided release time to allow for observations with the teacher under an improvement plan.

Teachers will be notified by May 10 of a nonrenewal recommendation.

M. Response to Evaluation

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

305 Non-Renewal and Termination

- A. A teacher may terminate a contract with the Board of Education by resignation prior to July 10, or at any other time after July 10 by mutual consent with the Board of Education.
- B. Non-renewal of any limited contract shall be in compliance with the steps contained in this provision. The following steps do not interfere with the authority of the Board to make the final decision on renewal or non-renewal. The process in Article 305 shall replace and supersede 3319.11 of the Ohio Revised Code.

The administration shall inform any teacher of the decision to non-renew prior to May 10. The administration shall also meet, prior to May 10, with the teacher involved to discuss the reasons for the recommendation. The teacher will be permitted to be accompanied by a representative of the Association.

The teacher will, upon request, be granted an opportunity to speak to the Board of Education. This meeting will be prior to any action by the Board on the recommendation for non-renewal. This meeting shall be in executive session. The teacher shall be permitted to be accompanied by a representative of the Association.

- C. The Board may terminate the contract of any employee as prescribed in Section 3319.16 *et. seq.* of the Ohio Revised Code. These sections provide for termination for just causes.
- D. The Board shall re-employ the current supplemental contracts before June 1, unless the Administration makes a recommendation to the contrary. Prior to making such a recommendation, the Administration shall:
 - 1. Inform the teacher of the decision at least ten (10) days prior to making the recommendation to the Board.
 - 2. If a supplemental contract holder is being considered for non-renewal, he or she must be evaluated and given reason in writing for non-renewal. The administration shall meet with the teacher involved to discuss the reasons for the recommendation. The teacher may be accompanied by a representative of the Association
 - 3. Upon request, the teacher will be granted an opportunity to speak with the Board in Executive Session. The teacher shall be permitted to be accompanied by a representative of the Association.
 - 4. If a supplemental contract is being terminated because of financial reasons or lack of participants, no evaluation is necessary.

306 Reduction In Force

- A. When, by reason of decreased enrollment of pupils, lack of funds, return to duty of regular teachers after leaves of absence, or by reason of suspension of schools or territorial changes affecting the District, the Board of Education decides that it will be necessary to reduce the number of teachers, it may make a reasonable reduction in accordance with Section 3319.17 of the Ohio Revised Code.

The parties agree that these procedures apply only to the suspension of contracts under Section 3319.17 of the Ohio Revised Code or for financial reasons. The article shall not require the Board to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the District, except as they are limited by provisions of this Agreement.

The parties agree that when the Superintendent finds it necessary to recommend reduction in force, he shall not accomplish this by non-renewal of contracts. If a teacher's contract is affected by this provision, and the teacher's contract is eligible for renewal, the Superintendent will recommend that the teacher's contract be renewed and then suspended in accordance with the provisions of this section. This procedure is applicable only if the teacher's contract would have been recommended for renewal had it not been necessary to apply this reduction in force procedure.

- B. 1. In making such reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent, who shall, in cases of suspensions, within each teaching field affected, give preference to teachers on continuing contracts and to teachers who have greater seniority.

Factors other than seniority and contract status may be used to determine those affected by a reduction in force if the Superintendent is able to clearly demonstrate that the use of some other factor is necessary to achieve a fiscal or other educational goal that could not be met by strict adherence to seniority and contract status.

2. RIF Procedure for Teachers

Employees who are considered "teachers" under ORC 3319.111 and the OTES shall have their contracts suspended in the event of a reduction in force according to the following procedure.

- (a) First, positions vacated as a result of voluntary resignation, retirement, or death shall not be filled.
- (b) Second, all contracts of reemployed retirees in affected in affected areas shall not be renewed.
- (c) Third, teachers in affected areas shall be reduced in the following order:
 - i. Limited contract teachers with a final summative evaluation rating of "Ineffective" in reverse order of seniority.
 - ii. Continuing contract teachers with a final summative evaluation rating of "Ineffective" in reverse order of seniority.
 - iii. Limited contract teachers with a final summative evaluation rating of "Developing" in reverse order of seniority.
 - iv. Continuing contract teachers with a final summative evaluation rating of "Developing" in reverse order of seniority.
 - v. Limited contract teachers with a final summative evaluation rating of "Skilled" in reverse order of seniority.
 - vi. Continuing contract teachers with a final summative evaluation rating of "Skilled" in reverse order of seniority.
 - vii. Limited contract teachers with a final summative evaluation rating of "Accomplished" in reverse order of seniority.

- viii. Continuing contract teachers with a final summative evaluation rating of "Accomplished" in reverse order of seniority

3. Defining Comparability

All teachers rated "Accomplished" shall be deemed comparable to one another.

All teachers rated "Skilled" shall be deemed comparable to one another.

All teachers rated "Developing" shall be deemed comparable to one another.

All teachers rated "Ineffective" shall be deemed comparable to one another.

For the 2013-14 contract year, all teachers will be considered to have a comparable rating of "Skilled" for purposes of a reduction in force (RIF).

Factors other than seniority and contract status may be used to determine those affected by a reduction in force if the Superintendent is able to clearly demonstrate that the use of some other factor is necessary to achieve a fiscal or other educational goal that could not be met by strict adherence to seniority and contract status.

- C. In September of each year and whenever a reduction in force situation is eminent, a seniority list shall be prepared ranking all tenured teachers in the District by seniority and in descending order, giving areas of certification, followed by all non-tenured teachers in the District listed in a like manner. The President of the Association will be supplied a copy of this list. Prior to reduction in force, the Superintendent and Association President will review the seniority list together.

1. "Seniority" is that time period of unbroken continuous employment from the date of initial employment or most recent re-employment after a break in continuous service and shall include all time on sick leave, Board approved, paid, leaves of absence (including military).
2. "Break in Continuous Service" shall mean a termination of continuous employment due to resignation, contract non-renewal or termination, or failure to return to work at the expiration of any leave of absence. An unpaid leave of absence does not constitute a break in continuous service. No seniority shall accrue during an unpaid leave of absence. Specially funded teachers whose contracts were non-renewed because of a lack of funds prior to the effective date of this agreement shall not be considered to have had a break in continuous service.

3. Teachers who have had their contracts suspended or reduced to part-time as part of a reduction in force shall maintain their seniority and shall receive a full year's credit in seniority.
 4. If two or more teachers have the same length of continuous service, seniority shall be determined by the following sequential steps:
 - a. The first day of work, and then by
 - b. The date of the Board meeting at which the teacher was hired, and then by
 - c. The date the teacher signed the initial employment contract in the district, and then by
 - d. Any remaining ties will be broken by lot. Teachers will draw straws. The teacher whose birthday is earliest in the calendar year shall draw first. Short straw shall be subject to the reduction in force.
- D. Teachers or tutors whose positions are specially funded annually by state or local revenue grants shall have the same employment rights as other bargaining unit teachers. When, because of the uncertainty of the availability of funds, it becomes necessary for the Superintendent to recommend that such teachers or tutors must be subject to reduction in force procedures their contracts will be renewed and then suspended, unless the Superintendent finds it necessary to recommend non-renewal for cause. If funding is not certified by August 1, then the specially funded teachers or tutors shall be permitted to use the reduction in force policy of this Agreement. Any teacher or tutor in a specially funded program who utilizes the reduction in force procedures must return to the program, if funds become available in the same year that the teacher or tutor utilized the reduction in force procedures.
- E. **Recall Rights**
1. The names of teachers whose limited contracts are suspended as a result of reduction in force shall be placed on a recall list for thirty-six (36) months following such reduction.
 2. The recall period shall begin the day following the last actual work date of the teacher being affected by the reduction.
 3. Continuing contract teachers whose contracts are suspended as a result of reduction in force shall be placed on a recall list in accordance with Section 3319.17 of the Ohio Revised Code, which provides that such teachers shall have the right of restoration to continuing contract status.
 4. Teachers on the recall list shall have the following rights:

- a. No new teachers will be employed by the Board while there are teachers on the recall list who hold valid teaching certificates for the vacancy. Such teachers on the recall list shall be recalled according to final summative evaluation rating. If teacher's final summative rating is comparable, as defined above, then recall shall occur according to reverse seniority-last out, first to be reinstated.
- b. When a determination is made to fill vacancies, a letter will be sent, by certified mail, to the last known address of the selected teacher on the recall list who is qualified according to these provisions. It is the teacher's responsibility to keep the central office informed of his/her current address along with changes in qualification and licenses/endorsements. All teachers must respond, in writing via certified mail, to the offices of the Board of Education within ten (10) calendar days after receipt of notice of recall by certified mail.* Any affected teacher who fails to do so will forfeit any right of recall.
- c. A teacher on the recall list, upon acceptance of the notification to resume active employment status, will return to the status with the same seniority, accumulation of sick leave, and salary schedule placement as the teacher enjoyed at the time of the reduction.

F. Notice

- 1. When the Superintendent intends to recommend suspension of contracts to achieve a reduction in force, he shall give notice of such intent to the President of the Association at least fourteen (14) calendar days prior to Board action.
- 2. Individually affected teachers whose contracts are to be suspended hereunder will be given notice of the Superintendent's intention to recommend such contract action to the Board at least fourteen (14) calendar days prior to Board action.
- * Receipt of notice is evidenced by return receipt signed by any person. The Treasurer shall enter the fact of mailing in the teacher's official personnel file and make a similar entry when the return receipt is received by him/her. If the envelope is returned with an endorsement showing failure of delivery, the Treasurer shall file the return receipt or returned envelope in the teacher's official personnel file. Notice shall be deemed completed when the refusal of certified mailing is entered in the teacher's personnel file.

307 Assignments, Vacancies and Transfers

- A. All staff assignments shall be made by the Superintendent in consultation with the teacher. Proposed assignments shall be made at the time of employment.

- B. A teacher shall have the same teaching assignment in subsequent years unless otherwise notified in writing by the Superintendent prior to July 20 of the year in which the assignment is to take effect.
- C. The administration shall prepare a list of all vacancies as soon as they become known. A copy of this list shall be sent to each school and posted on the teachers' bulletin board next to where the teachers sign in. This list shall contain a date which is clearly identified as the deadline for the acceptance of applications for each vacant position. This list shall be updated whenever an opening occurs. A copy of the list shall be sent to the Association President.

D. **Voluntary Transfers**

- 1. Teachers desiring a transfer will make his/her request in writing to the Superintendent, specifying a specific discipline, grade level(s) and/or building. A teacher may withdraw their request any time prior to the Superintendent's official action on the transfer.
- 2. All teachers within the system shall be considered for vacancies before consideration is given anyone outside the system. Teachers within the system who apply for a transfer to a specific position shall be granted an interview to discuss their qualifications, experience and seniority within the school system which relate to the vacancy. Staff members requesting a transfer shall then be considered for the vacancy prior to consideration of other applicants from outside the school district. All applicants shall be considered on the basis of qualifications and experience. Seniority shall be the deciding factor if all other qualifications are equal.
- 3. Teachers desiring to be considered for possible vacancies during the summer months shall file a notice of intention with the central office prior to June 1, together with an address and telephone number where they may be reached.

E. **Involuntary Transfers**

- 1. A conference shall be held between the teacher and the principal explaining the reasons a transfer of the teacher is being considered. The teacher shall be given a written statement of the reasons at this time. Upon the request of the teacher, a representative of the PSLEA shall be at the meeting.
- 2. Teachers subject to involuntary transfers shall be offered alternative choices, if any are available, and state their preference for consideration prior to the Superintendent's official action on the transfer.

3. Involuntary transfers may occur at any time provided that such transfers are made by the Superintendent in accordance with the provisions of this section.

308 **Parental Visitations**

In order to provide for the orderly functioning of the District and to protect the educational process from undue interruptions, the parties agree that all parental visits to the classroom will occur only after the appropriate Board policy, and/or rules and regulations governing such visits have been followed. (Note: The Staff/Administrative Quality Committee will develop such rules and regulations as its first priority in the fall of 1993.)

309 **Progressive Discipline**

- A. Disciplinary actions affecting an employee shall be administered only for just cause and such disciplinary action shall include:
 1. Oral reprimand
 2. Written reprimand
 3. Suspension without pay
 4. Contract termination
- B. Contract non-renewal shall not be deemed to be a disciplinary action.
- C. Disciplinary action shall follow a progression except when the nature of the infraction is serious enough to warrant bypassing one or more steps of progressive discipline.
- D. Except for contract termination, appeals of disciplinary actions shall be made through the Grievance Procedure. Contract termination appeals shall be made through the procedures set forth in R.C. Section 3319.16 and 3319.161.
- E. When the disciplinary action recommended by the administrator involves a suspension without pay, a recommendation for such action shall be made to the Board of Education and the Board of Education shall have the authority to sustain or modify the recommended action.

310 **Hiring/Rehiring of Retired Certified Personnel**

- A. Limited contracts for one year only.
- B. Cannot receive severance pay.
- C. Hired in between step 0 and 10.
- D. Begins with zero (0) days of sick leave accumulation.
- E. Not eligible for "Super Severance".

- F. Starts with zero (0) days seniority.
- G. No notice of non-renewal is necessary. No reasons for non-renewal need be provided. (Retirees hired into the system shall only receive a one-year limited contract that is automatically non-renewed without any requirement for evaluation or compliance with ORC Sections 3319.11 and 3319.111.) This negotiated agreement would supersede ORC Sections 3319.11 and 3319.111.

ARTICLE IV - WORKING CONDITIONS

401 Planning Time

All minimum planning time listed herein shall occur during the teacher's regular contracted day.

Elementary (K-6): The daily schedule for each elementary teacher, including media specialists, specially funded teachers, special area teachers - i.e., music, physical education, guidance counselor, will be arranged to provide for:

1. A daily thirty (30) minute, uninterrupted, duty-free, lunch period, exclusive of travel time to and from class.
2. A daily, uninterrupted planning period during which the teacher will not be responsible for supervising students. Planning periods shall be no less than two hundred (200) minutes each full week for full-time teachers.

Secondary (7-12): The daily schedule for each secondary teacher, including media specialists, special area teachers - i.e., music, physical education, guidance counselors, specially funded teachers, will be so arranged to provide for:

1. A daily thirty (30) minute, uninterrupted, duty-free lunch period, exclusive of travel time to and from class.
2. A daily, uninterrupted planning period during which time the teacher will not be responsible for supervising students. Each teacher's planning period shall be the length of a regularly scheduled period.

Intervention Specialist: Upon request of an intervention specialist, as processed through the principal and/or Director of Special Education, the Superintendent/designee may grant additional release time for writing IEP's and other state mandated paperwork.

402 Teaching Hours

Teachers will be required to indicate their presence in the building by checking the appropriate column of an alphabetically typed list of teachers that is to be provided in each building. These lists are to be centrally located for easy accessibility of the

teachers. The teacher shall initial the "in" column under the appropriate day prior to the established starting time for that particular building and the "out" column prior to leaving the school at the end of the day.

If the school district institutes a delayed starting time option, teachers shall not have to report at their regular times. Teachers shall report the same number of minutes prior to the commencement of a delayed scheduled day as they would normally report on a regular day.

The teachers' day shall be no more than seven (7) hours and twenty-five (25) minutes in length. When leave is requested in increments of less than a full day, such leave shall be rounded to the nearest one-quarter of day (i.e. 1 hour and 52 minutes).

The teachers' contract year shall be 183 days.

403 **School Calendar**

PSLEA shall provide input in determining school calendar. Recommendation(s) are to be advisory in nature only.

One professional work day will be scheduled for the purpose of allowing teachers to prepare for the first day of teaching (including providing teachers an updated schedule and roster of the students in their classes). The schedule for the first day will be from 10:00 a.m. to 7:30 p.m. which includes one (1) hour for lunch, and (1) hour for dinner and the annual open house from 6:00 p.m. to 7:30 p.m. The licensed staff unit members must attend the annual open house unless excused by the Principal.

The Board or administrators may schedule a district-wide or building meeting not to exceed a total of 90 minutes at the start of the professional work day. New hires may be required to attend a one (1) day orientation (exclusive of additional pay) prior to the first work day of the school year.

404 **Staff-Administrative Committee**

- A. A "quality" committee made up of one (1) teacher from each building, one (1) at large member and the association president or designee all as named by the Association, and an administrator from each building and the superintendent or designee will meet monthly (September-November/January-May) during the school year. Such committee shall discuss items of mutual interest and make studies and formal or informal recommendations to the Superintendent as to such items. The items shall be placed upon an agenda developed by the Association President and the Superintendent, but the agenda may not include grievances, negotiations or changes in the evaluation procedure. By September 15 of each school year the President of the Association and the Superintendent will mutually establish the times, dates and places of the meetings. Additional meetings will be held if mutual agreement is reached between the President of the Association and the Superintendent.

Minutes of the meetings will be kept and distributed to all staff, administration, and board.

- B. Building level "Quality Teams" will meet monthly (September-November/January-May) to discuss building concerns and problems. Such committees shall discuss items of mutual interest and make studies and formal or informal recommendations to the Principal as to such items. The items shall be placed on an agenda developed by the building principal. The agenda will be distributed to all building staff members at least one week prior to the date of the team meeting. All staff members will have an opportunity to suggest additional items for the agenda. The agenda may not include grievances, negotiations or changes in the evaluation procedure.

Minutes of the meeting will be kept and distributed to all staff involved, including copies to the Superintendent and the President of the Association. All problems remaining unresolved at this level will be forwarded to the Staff-Administrative Quality Committee no later than the next regular meeting of the Staff-Administrative Quality Committee following the determination that the building level quality team has been unable to resolve the problem.

405 Teacher / Parent Conference Day

The Association and the Board agree that conference days (K-12) will be implemented by the administration and teachers with the approval of the Board of Education.

406 Travel Time Allotments

Teachers who travel between buildings shall have work schedules which allow for said travel and adequate preparation time before commencing any duty. Travel will not be counted as planning time.

407 School Building Master Schedules

Building Leadership Teams (BLTs) in each school building will give input, no later than April 15th to the building administration to design the Master Schedule for the upcoming school year for their respective building. The Master Schedules will be available no later than the last student day of each year.

ARTICLE V - SALARY AND FRINGE BENEFITS

500 Certified Salary Schedules and Indices

Fiscal Year 2013-14

(Two percent (2%) on base & eligible members will advance one experience step)

<u>Bachelor's Degree</u>			<u>Bachelor's Degree + 15 Hours*</u>			<u>Master's Degree</u>			<u>Master's Degree +30 Hours</u>		
Step	Index	Salary	Step	Index	Salary	Step	Index	Salary	Step	Index	Salary
0	1	\$ 31,478.51	0	1.038	\$ 32,674.69	0	1.095	\$ 34,468.97	0	500	\$ 34,968.97
1	1.038	\$ 32,674.69	1	1.081	\$ 34,028.27	1	1.143	\$ 35,979.94	1	500	\$ 36,479.94
2	1.076	\$ 33,870.88	2	1.124	\$ 35,381.85	2	1.191	\$ 37,490.91	2	500	\$ 37,990.91
3	1.114	\$ 35,067.06	3	1.167	\$ 36,735.42	3	1.239	\$ 39,001.87	3	500	\$ 39,501.87
4	1.152	\$ 36,263.24	4	1.21	\$ 38,089.00	4	1.287	\$ 40,512.84	4	500	\$ 41,012.84
5	1.19	\$ 37,459.43	5	1.253	\$ 39,442.57	5	1.335	\$ 42,023.81	5	500	\$ 42,523.81
6	1.228	\$ 38,655.61	6	1.296	\$ 40,796.15	6	1.383	\$ 43,534.78	6	500	\$ 44,034.78
7	1.266	\$ 39,851.79	7	1.339	\$ 42,149.72	7	1.431	\$ 45,045.75	7	500	\$ 45,545.75
8	1.304	\$ 41,047.98	8	1.382	\$ 43,503.30	8	1.479	\$ 46,556.72	8	500	\$ 47,056.72
9	1.342	\$ 42,244.16	9	1.425	\$ 44,856.88	9	1.527	\$ 48,067.68	9	500	\$ 48,567.68
10	1.38	\$ 43,440.34	10	1.468	\$ 46,210.45	10	1.575	\$ 49,578.65	10	500	\$ 50,078.65
11	1.418	\$ 44,636.53	11	1.511	\$ 47,564.03	11	1.623	\$ 51,089.62	11	750	\$ 51,839.62
12	1.456	\$ 45,832.71	12	1.554	\$ 48,917.60	12	1.671	\$ 52,600.59	12	750	\$ 53,350.59
13	1.494	\$ 47,028.89	13	1.597	\$ 50,271.18	13	1.719	\$ 54,111.56	13	750	\$ 54,861.56
14	1.532	\$ 48,225.08	14	1.64	\$ 51,624.76	14	1.767	\$ 55,622.53	14	750	\$ 56,372.53
15	1.57	\$ 49,421.26	15	1.683	\$ 52,978.33	15	1.815	\$ 57,133.50	15	750	\$ 57,883.50
16	1.57	\$ 49,421.26	16	1.683	\$ 52,978.33	16	1.815	\$ 57,133.50	16	750	\$ 57,883.50
17	1.57	\$ 49,421.26	17	1.683	\$ 52,978.33	17	1.815	\$ 57,133.50	17	750	\$ 57,883.50
18	1.57	\$ 49,421.26	18	1.683	\$ 52,978.33	18	1.815	\$ 57,133.50	18	750	\$ 57,883.50
19	1.57	\$ 49,421.26	19	1.683	\$ 52,978.33	19	1.815	\$ 57,133.50	19	750	\$ 57,883.50
20	1.608	\$ 50,617.44	20	1.726	\$ 54,331.91	20	1.863	\$ 58,644.46	20	750	\$ 59,394.46
21	1.608	\$ 50,617.44	21	1.726	\$ 54,331.91	21	1.863	\$ 58,644.46	21	1000	\$ 59,644.46
22	1.608	\$ 50,617.44	22	1.726	\$ 54,331.91	22	1.863	\$ 58,644.46	22	1000	\$ 59,644.46
23	1.608	\$ 50,617.44	23	1.726	\$ 54,331.91	23	1.863	\$ 58,644.46	23	1000	\$ 59,644.46
24	1.608	\$ 50,617.44	24	1.726	\$ 54,331.91	24	1.863	\$ 58,644.46	24	1000	\$ 59,644.46
25	1.646	\$ 51,813.63	25	1.769	\$ 55,685.48	25	1.911	\$ 60,155.43	25	1000	\$ 61,155.43
26	1.646	\$ 51,813.63	26	1.769	\$ 55,685.48	26	1.911	\$ 60,155.43	26	1000	\$ 61,155.43
27	1.646	\$ 51,813.63	27	1.769	\$ 55,685.48	27	1.911	\$ 60,155.43	27	1000	\$ 61,155.43
28	1.646	\$ 51,813.63	28	1.769	\$ 55,685.48	28	1.911	\$ 60,155.43	28	1000	\$ 61,155.43
29	1.646	\$ 51,813.63	29	1.769	\$ 55,685.48	29	1.911	\$ 60,155.43	29	1000	\$ 61,155.43
30	1.646	\$ 51,813.63	30	1.769	\$ 55,685.48	30	1.911	\$ 60,155.43	30	1000	\$ 61,155.43

*In 1993 the negotiated agreement changed the salary schedule from Bachelor's and 150 hours (150 semester hours) to Bachelor's plus 15 hours (15 semester hours) subsequent to the Baccalaureate Degree. All staff members which were currently classified on the B and 150 hours step column grandfathered on the Bachelor's plus 15 hours.

Fiscal Year 2014-15

(Two percent (2%) on base & eligible members will advance one experience step)

<u>Bachelor's Degree</u>			<u>Bachelor's Degree + 15 Hours*</u>			<u>Master's Degree</u>			<u>Master's Degree +30 Hours</u>		
Step	Index	Salary	Step	Index	Salary	Step	Index	Salary	Step	Index	Salary
0	1	\$ 32,108.08	0	1.038	\$ 33,328.19	0	1.095	\$ 35,158.35	0	500	\$ 35,658.35
1	1.038	\$ 33,328.19	1	1.081	\$ 34,708.83	1	1.143	\$ 36,699.54	1	500	\$ 37,199.54
2	1.076	\$ 34,548.29	2	1.124	\$ 36,089.48	2	1.191	\$ 38,240.72	2	500	\$ 38,740.72
3	1.114	\$ 35,768.40	3	1.167	\$ 37,470.13	3	1.239	\$ 39,781.91	3	500	\$ 40,281.91
4	1.152	\$ 36,988.51	4	1.21	\$ 38,850.78	4	1.287	\$ 41,323.10	4	500	\$ 41,823.10
5	1.19	\$ 38,208.62	5	1.253	\$ 40,231.42	5	1.335	\$ 42,864.29	5	500	\$ 43,364.29
6	1.228	\$ 39,428.72	6	1.296	\$ 41,612.07	6	1.383	\$ 44,405.47	6	500	\$ 44,905.47
7	1.266	\$ 40,648.83	7	1.339	\$ 42,992.72	7	1.431	\$ 45,946.66	7	500	\$ 46,446.66
8	1.304	\$ 41,868.94	8	1.382	\$ 44,373.37	8	1.479	\$ 47,487.85	8	500	\$ 47,987.85
9	1.342	\$ 43,089.04	9	1.425	\$ 45,754.01	9	1.527	\$ 49,029.04	9	500	\$ 49,529.04
10	1.38	\$ 44,309.15	10	1.468	\$ 47,134.66	10	1.575	\$ 50,570.23	10	500	\$ 51,070.23
11	1.418	\$ 45,529.26	11	1.511	\$ 48,515.31	11	1.623	\$ 52,111.41	11	750	\$ 52,861.41
12	1.456	\$ 46,749.36	12	1.554	\$ 49,895.96	12	1.671	\$ 53,652.60	12	750	\$ 54,402.60
13	1.494	\$ 47,969.47	13	1.597	\$ 51,276.60	13	1.719	\$ 55,193.79	13	750	\$ 55,943.79
14	1.532	\$ 49,189.58	14	1.64	\$ 52,657.25	14	1.767	\$ 56,734.98	14	750	\$ 57,484.98
15	1.57	\$ 50,409.69	15	1.683	\$ 54,037.90	15	1.815	\$ 58,276.17	15	750	\$ 59,026.17
16	1.57	\$ 50,409.69	16	1.683	\$ 54,037.90	16	1.815	\$ 58,276.17	16	750	\$ 59,026.17
17	1.57	\$ 50,409.69	17	1.683	\$ 54,037.90	17	1.815	\$ 58,276.17	17	750	\$ 59,026.17
18	1.57	\$ 50,409.69	18	1.683	\$ 54,037.90	18	1.815	\$ 58,276.17	18	750	\$ 59,026.17
19	1.57	\$ 50,409.69	19	1.683	\$ 54,037.90	19	1.815	\$ 58,276.17	19	750	\$ 59,026.17
20	1.608	\$ 51,629.79	20	1.726	\$ 55,418.55	20	1.863	\$ 59,817.35	20	750	\$ 60,567.35
21	1.608	\$ 51,629.79	21	1.726	\$ 55,418.55	21	1.863	\$ 59,817.35	21	1000	\$ 60,817.35
22	1.608	\$ 51,629.79	22	1.726	\$ 55,418.55	22	1.863	\$ 59,817.35	22	1000	\$ 60,817.35
23	1.608	\$ 51,629.79	23	1.726	\$ 55,418.55	23	1.863	\$ 59,817.35	23	1000	\$ 60,817.35
24	1.608	\$ 51,629.79	24	1.726	\$ 55,418.55	24	1.863	\$ 59,817.35	24	1000	\$ 60,817.35
25	1.646	\$ 52,849.90	25	1.769	\$ 56,799.19	25	1.911	\$ 61,358.54	25	1000	\$ 62,358.54
26	1.646	\$ 52,849.90	26	1.769	\$ 56,799.19	26	1.911	\$ 61,358.54	26	1000	\$ 62,358.54
27	1.646	\$ 52,849.90	27	1.769	\$ 56,799.19	27	1.911	\$ 61,358.54	27	1000	\$ 62,358.54
28	1.646	\$ 52,849.90	28	1.769	\$ 56,799.19	28	1.911	\$ 61,358.54	28	1000	\$ 62,358.54
29	1.646	\$ 52,849.90	29	1.769	\$ 56,799.19	29	1.911	\$ 61,358.54	29	1000	\$ 62,358.54
30	1.646	\$ 52,849.90	30	1.769	\$ 56,799.19	30	1.911	\$ 61,358.54	30	1000	\$ 62,358.54

*In 1993 the negotiated agreement changed the salary schedule from Bachelor's and 150 hours (150 semester hours) to Bachelor's plus 15 hours (15 semester hours) subsequent to the Baccalaureate Degree. All staff members which were currently classified on the B and 150 hours step column grandfathered on the Bachelor's plus 15 hours.

Fiscal Year 2015-16

(Two percent (2%) on base & eligible members will advance one experience step)

<u>Bachelor's Degree</u>			<u>Bachelor's Degree + 15 Hours*</u>			<u>Master's Degree</u>			<u>Master's Degree +30 Hours</u>		
Step	Index	Salary	Step	Index	Salary	Step	Index	Salary	Step	Index	Salary
0	1	\$ 32,750.24	0	1.038	\$ 33,994.75	0	1.095	\$ 35,861.51	0	500	\$ 36,361.51
1	1.038	\$ 33,994.75	1	1.081	\$ 35,403.01	1	1.143	\$ 37,433.52	1	500	\$ 37,933.52
2	1.076	\$ 35,239.26	2	1.124	\$ 36,811.27	2	1.191	\$ 39,005.54	2	500	\$ 39,505.54
3	1.114	\$ 36,483.77	3	1.167	\$ 38,219.53	3	1.239	\$ 40,577.55	3	500	\$ 41,077.55
4	1.152	\$ 37,728.28	4	1.21	\$ 39,627.79	4	1.287	\$ 42,149.56	4	500	\$ 42,649.56
5	1.19	\$ 38,972.79	5	1.253	\$ 41,036.05	5	1.335	\$ 43,721.57	5	500	\$ 44,221.57
6	1.228	\$ 40,217.29	6	1.296	\$ 42,444.31	6	1.383	\$ 45,293.58	6	500	\$ 45,793.58
7	1.266	\$ 41,461.80	7	1.339	\$ 43,852.57	7	1.431	\$ 46,865.59	7	500	\$ 47,365.59
8	1.304	\$ 42,706.31	8	1.382	\$ 45,260.83	8	1.479	\$ 48,437.60	8	500	\$ 48,937.60
9	1.342	\$ 43,950.82	9	1.425	\$ 46,669.09	9	1.527	\$ 50,009.62	9	500	\$ 50,509.62
10	1.38	\$ 45,195.33	10	1.468	\$ 48,077.35	10	1.575	\$ 51,581.63	10	500	\$ 52,081.63
11	1.418	\$ 46,439.84	11	1.511	\$ 49,485.61	11	1.623	\$ 53,153.64	11	750	\$ 53,903.64
12	1.456	\$ 47,684.35	12	1.554	\$ 50,893.87	12	1.671	\$ 54,725.65	12	750	\$ 55,475.65
13	1.494	\$ 48,928.86	13	1.597	\$ 52,302.13	13	1.719	\$ 56,297.66	13	750	\$ 57,047.66
14	1.532	\$ 50,173.37	14	1.64	\$ 53,710.39	14	1.767	\$ 57,869.67	14	750	\$ 58,619.67
15	1.57	\$ 51,417.88	15	1.683	\$ 55,118.65	15	1.815	\$ 59,441.69	15	750	\$ 60,191.69
16	1.57	\$ 51,417.88	16	1.683	\$ 55,118.65	16	1.815	\$ 59,441.69	16	750	\$ 60,191.69
17	1.57	\$ 51,417.88	17	1.683	\$ 55,118.65	17	1.815	\$ 59,441.69	17	750	\$ 60,191.69
18	1.57	\$ 51,417.88	18	1.683	\$ 55,118.65	18	1.815	\$ 59,441.69	18	750	\$ 60,191.69
19	1.57	\$ 51,417.88	19	1.683	\$ 55,118.65	19	1.815	\$ 59,441.69	19	750	\$ 60,191.69
20	1.608	\$ 52,662.39	20	1.726	\$ 56,526.91	20	1.863	\$ 61,013.70	20	750	\$ 61,763.70
21	1.608	\$ 52,662.39	21	1.726	\$ 56,526.91	21	1.863	\$ 61,013.70	21	1000	\$ 62,013.70
22	1.608	\$ 52,662.39	22	1.726	\$ 56,526.91	22	1.863	\$ 61,013.70	22	1000	\$ 62,013.70
23	1.608	\$ 52,662.39	23	1.726	\$ 56,526.91	23	1.863	\$ 61,013.70	23	1000	\$ 62,013.70
24	1.608	\$ 52,662.39	24	1.726	\$ 56,526.91	24	1.863	\$ 61,013.70	24	1000	\$ 62,013.70
25	1.646	\$ 53,906.90	25	1.769	\$ 57,935.17	25	1.911	\$ 62,585.71	25	1000	\$ 63,585.71
26	1.646	\$ 53,906.90	26	1.769	\$ 57,935.17	26	1.911	\$ 62,585.71	26	1000	\$ 63,585.71
27	1.646	\$ 53,906.90	27	1.769	\$ 57,935.17	27	1.911	\$ 62,585.71	27	1000	\$ 63,585.71
28	1.646	\$ 53,906.90	28	1.769	\$ 57,935.17	28	1.911	\$ 62,585.71	28	1000	\$ 63,585.71
29	1.646	\$ 53,906.90	29	1.769	\$ 57,935.17	29	1.911	\$ 62,585.71	29	1000	\$ 63,585.71
30	1.646	\$ 53,906.90	30	1.769	\$ 57,935.17	30	1.911	\$ 62,585.71	30	1000	\$ 63,585.71

*In 1993 the negotiated agreement changed the salary schedule from Bachelor's and 150 hours (150 semester hours) to Bachelor's plus 15 hours (15 semester hours) subsequent to the Baccalaureate Degree. All staff members which were currently classified on the B and 150 hours step column grandfathered on the Bachelor's plus 15 hours.

501 **STRS Pick Up Utilizing the Salary Reduction Method**

Effective September 1, 1989, the Board shall designate each employee's mandatory contributions to the State Teachers Retirement System of Ohio as "picked up" by the Board as contemplated by Internal Revenue Service Revenue Rulings 77464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then current percentage amount of the employee's mandatory State Teacher Retirement System contribution which has been designated as "picked up" by the Board, and that the amount designated as "picked up" by the Board shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick up", nor is the Board's total contribution to the State Teachers Retirement System increased thereby.

- A. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The pick-up shall apply to all compensation including supplemental earnings thereafter.
- B. The parties agree that should the rules and regulations of the IRS, or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.
- C. Payment for sick leave, personal leave, severance and supplementals, including unemployment and workman's compensation, shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in a teacher's contract).
- D. Such salary reduction shall not result in a salary which is less than the salary available under the State minimum salary schedule. Should the reduction calculation result in a salary that is less than the State minimum salary schedule, pro rata reduction shall result with the employee contributing that portion which falls below such State minimum level.
- E. It is understood that it is the responsibility of each individual teacher to make necessary adjustment(s) in any other tax sheltered annuities he/she has in order to be in compliance with IRS laws and regulations.
- F. The Board is not liable nor will it be held responsible for any related legal, IRS, STRS, or any other agencies' penalties or decisions concerning this plan now or in the future.
- G. The Association agrees to indemnify and save the Board harmless against any and all claims that shall arise out of or by reason of any action taken by the Board in compliance with provisions of the Article.

502 **Supplemental Contracts**

- A. Supplemental contract positions may be filled with teachers when available and when deemed qualified by the Superintendent. The current building assignment of the teacher may not be considered during the hiring process.
- B. All supplemental contract duties will be performed outside of the regular school day, unless there is a contrary notation on the contract as issued.
- C. A listing of job descriptions will be maintained in each school building. Satisfactory performance of such supplemental contract in accordance with job descriptions so formulated shall not be considered a factor in the evaluation of the teacher's performance under the basic teaching employment contract unless notice is given to the teaching employee of such factor prior to entering into such supplemental contract.
- D. All supplemental contracts will be delivered to the holder of that contract prior to the start of the school year or season where applicable.

Any person who is newly employed in the District and is a supplemental contract holder will be given a copy of the current job description booklet prior to start of the school year or season.

- E. Head coaches may apply for one professional coaching clinic which may be approved in accordance with the professional leave provisions of the Agreement and with the applicable sections of Board policy. For all coaches, reimbursement will be provided for the following required coaching certifications: PAV, Fundamentals of Coaching, CPR* and Concussion, in accordance with the professional leave provisions of the Agreement and with the applicable sections of Board Policy.

If CPR* is offered through the district, all coaches are expected to attend and will not be reimbursed for any other CPR class.

Payment will be made within two (2) weeks upon submission to the Board Treasurer of proof of payment and successful completion.

- F. New Supplemental Positions created by the Board shall be subject to the bargaining process. Any staff member may recommend additional supplemental positions not currently listed on the supplemental salary schedule to his/her building principal. The education value/rationale of the recommended activity will be described in writing, including a study of the number of students to be involved along with a proposed job description.

If the building principal does not recommend that the supplemental position be created, he will give written reasons for the refusal to the staff member who made the proposal.

The final decision to create and recommend the supplemental position rests with the administrative staff and the Superintendent. If recommended and approved by the Board, the supplemental position will be added to the Agreement between the Board and the Association. If a new supplemental position is added to the supplemental salary schedule, the amount of the salary will be negotiated in accordance with the negotiations procedures of the Agreement.

G. The basis for placement on the appropriate experience step shall be:

1. Equal experience in movement from head coach in the same sport (Boys/Girls) or related areas of other supplemental contracts as deemed by the Superintendent.
2. Equal experience in movement from head coach to assistant coach within the same sport (Boys/Girls) or related areas of other supplemental contracts as deemed by the Superintendent.
3. Equal experience from assistant coach to assistant coach with the same sport (Boys/Girls) or related supplemental contracts as deemed by the Superintendent.
4. Individuals with related experience within the specific area will receive one (1) experience credit for every four (4) years of experience not to exceed four (4) experience credits.
5. Individuals with related experience within the specific area will receive one (1) experience credit for every four (4) years of experience not to exceed four (4) experience credits.
6. All decisions will be the responsibility of the supplemental committee with final approval by the Superintendent. Committee will consist of Athletic Director, two representatives from PSLEA, and one Administrator.

Years of experience in a supplemental position will be recognized for a teacher new to the District provided he/she assumes for the responsibilities of the position upon employment.

The terms of this contract shall also apply to any person assuming the responsibility of a supplemental contract. Candidates from outside the bargaining unit may be accorded credit for prior experience or determined appropriate by the Board of Education.

For persons holding supplemental contracts who then cease to hold a contract, prior years of experience in supplemental positions will be recognized for teachers in the district for that specific area. If it is in a related or another area, experience steps as stated above apply

- H. In the event that two persons hold the same supplemental position or positions, the total amount will be divided equally among the holders.

Supplemental contracts will not be divided between more than two (2) persons.

In the event that one person holds two or more supplemental positions concurrently, and teams are not combined, he/she will receive the full amount listed on the salary schedule for each position.

- I. The form requesting payment for the completion of supplemental contract duties will include a copy of the federal W-4 Form for any person wishing to file an amended W-4. The Board and the Association will work together to provide assistance to persons needing help in completing an amended W-4.

503 Supplemental Salary Schedules

- 2013-14 Supplemental salary schedule frozen, but eligible members will advance a step (if applicable).
- 2014-15 Supplemental salary schedule frozen, but eligible members will advance a step (if applicable).
- 2015-16 Supplemental salary schedule frozen, but eligible members will advance a step (if applicable).

When steps are no longer frozen, eligible members will advance only one (1) step (i.e., members will not make up steps and will not be credited for years in which steps were frozen for the purpose of placement on the supplemental salary schedule.

Category 1 (2010-2011)	Step 0-1	Step 2-3	Step 4-5	Step 6-9	Step 10-14	Step 15+
Reserved/Athletic Director	6,335.62	6,715.75	7,118.33	7,545.99	7,999.52	8,480.27
Category 2 (2010-2011)	Step 0-1	Step 2-3	Step 4-5	Step 6-9	Step 10-14	Step 15+
Varsity Football	4,731.92	5,015.70	5,316.63	5,634.74	5,973.97	6,332.98
Varsity Basketball						
Varsity Wrestling						
District Band Director						
Category 3 (2010-2011)	Step 0-1	Step 2-3	Step 4-5	Step 6-9	Step 10-14	Step 15+
Varsity Soccer	3,207.40	3,400.12	3,604.69	3,821.17	4,050.85	4,293.70
Varsity Volleyball						
Cross Country						
Varsity Track						
Varsity Baseball						
Varsity Softball						
Category 4 (2010-2011)	Step 0-1	Step 2-3	Step 4-5	Step 6-9	Step 10-14	Step 15+
Assistant Football	3,142.74	3,331.49	3,532.11	3,743.30	3,967.68	4,206.57
JV Basketball						
JV Wrestling						
Asst. Athletic Director						
Asst. Band Director						
Musical Director						

Category 5 (2010-2011)	Step 0-1	Step 2-3	Step 4-5	Step 6-9	Step 10-14	Step 15+
Varsity Golf	2,175.23	2,305.90	2,444.50	2,591.00	2,746.76	2,910.42
Varsity Tennis						
Swimming						
Asst. Baseball						
Asst. Softball						
Asst. Track						
Asst. Soccer						
Asst. Volleyball						
Asst. Cross Country						
9th Grade Basketball						
Title I Coordinator						
Varsity Basketball Cheerleading						
Junior Class Advisor						
Category 6 (2010-2011)	Step 0-1	Step 2-3	Step 4-5	Step 6-9	Step 10-14	Step 15+
7th Football	1,952.15	2,069.62	2,193.71	2,325.71	2,464.31	2,612.13
8th Football						
7/8 Cross Country						
7th Basketball						
8th Basketball						
7/8 Wrestling						
7/8 Boys Track						
7/8 Girls Track						
7/8 Track						
7th Volleyball						
8th Volleyball						
Color Guard						
Play Director						
Yearbook						
District Audio-Visual Coordinator						

Miscellaneous Category

Pay

Vocal Music Program	202.23/program
Science Fair	202.23/program
Tutors:	22.68/hour
Proficiency, Technology	
Home Instruction	
LPDC Chair	342.59 stipend per year <i>(in addition to the regular LPDC hourly rate)</i>
LPDC Teacher Member	22.68/hour
Admin. Required Meeting	22.68/hour
Saturday School Instructor	20.19/hour
Spelling Bee/Right to Read	101.12/program
Site Manager/Ticket Taker	14.43/hour
6th Grade Camp	45.68/night
Substitute Teacher Pay	24.40 period
Community Education Director	5,279.70 annually
Asst. Community Education Director	1,319.91 annually

504 Hospitalization/Major Medical/Dental

A. Hospitalization/Major Medical Insurance

1. The Board shall purchase from a carrier licensed by State of Ohio, basic hospital-surgical insurance for each teacher now or hereinafter employed and his/her family, upon completion of an enrollment card, which meets or exceeds the specifications below. The Board will provide \$500 per single plan and \$1,000 per family plan per year until the HRA maximum of \$2,000 single and \$4,000 family is funded. Staff may elect to continue the current High Option plan if the staff pays the difference in the Board cost between two plans.
2. The Board will pay eighty percent (80%) of the premium for both single and family coverage.
3. Any certified staff member who is employed four-fifths time or greater will receive the same insurance premium benefit as a full time certified staff member. Any certified staff member who is employed less than four-fifths time will receive a hospitalization premium benefits equal to the percentage of time actually worked.
4. Tutors may purchase hospitalization insurance at their own cost at the same rate as that paid by the Board. The amount may be deducted from the tutor's paycheck.
5. When premium differences are charged by the carrier, the new contributions rates shall be based on the current percentages.
6. The coverage must include a policy which provides for prescription drug coverage through the major medical policy.
7. The policy from the carrier shall be incorporated into this Agreement as Addendum B.

B. Dental Insurance

1. The Board will pay a maximum of \$33.00 per month of the dental premium for each teacher upon completion of an enrollment card by the employee.
2. The policy from the carrier shall be incorporated into this Agreement as Addendum B.

C. Other Provisions:

1. The Board has the right to change the carrier for any of the insurance programs contained herein, provided that such coverage and the service shall be equal to that as specified in the insurance policies herein.
2. If the Board is considering changing carriers, the Association shall be consulted, at least fifteen (15) days in advance of Board action.
3. It is understood that a change in carriers or offerings of carriers may make the exact policy no longer available.
4. An Insurance Committee composed of one certified staff member from each building and one at large member all appointed by the Association, four (4) administrators and chaired by the Treasurer of the Board of Education will meet beginning in September, 1993 for the purpose of examining the insurance coverage offered to employees of the Preble Shawnee Local Schools. The committee is responsible for exploring options available for reducing costs and for making recommendations for the most efficient use of the health care premiums. The committee will also ensure that all members who receive insurance from the Board's carrier will be kept fully informed of methods that enable them to maximize their use of the insurance provided. If this committee does not meet as required by this section, Section 504A (7) is inoperable.

505 **Term Life Insurance**

Upon completion of an enrollment card by the employee, the Board shall purchase from a carrier licensed by the State of Ohio, group term life insurance of \$60,000 for each teacher plus an equal amount of accidental death and dismemberment coverage. The full cost of this program and any increases thereof, shall be paid by the Board.

Employees shall have the ability to individually purchase additional life insurance that is equal to the amount of the existing coverage (\$60,000) through payroll deduction.

Upon termination of employment for disability a premium waiver form must be completed and filed by the employee between seven (7) and twelve (12) months after the approval date of the disability retirement. If the employee fails to complete and file this form with the Treasurer, the employee will be dropped from life insurance coverage. Only active employees will be covered. The treasurer will inform, in writing, any employee affected by this provision.

506 **Substitute Pay for Planning Time Work**

Regardless of the teacher's regular assignments, every effort will be made to obtain substitute teachers when a regular teacher is absent. Teachers may voluntarily substitute during their planning time for another teacher upon notification to the principal. Such voluntary substitution shall not be cause for compensation.

Should there be no voluntary or voluntary compensated substitutes, then the principal may designate a teacher to cover the class. Such teacher who is neither a volunteer nor a compensated substitute shall be compensated at the same rate as the compensated substitute. Every effort will be made to avoid assigning a teacher who is classified as a non-volunteer compensated substitute if voluntary compensated substitutes are present and are not assigned substitute duty.

If a teacher is directed by the Administration to absorb all or part of another class during a time the teacher is in his/her planning time or instructing a class, then the teacher shall be compensated as follows:

- (a) \$24.40 per period in the high school, or \$24.40 per hour in the elementary school for absorbing a full class;
- (b) A prorated portion of the rate set forth in "a)" that corresponds to the percentage of a full class absorbed by the teacher.

To the extent that any assignment listed in this article reduces the minimum planning time provided by policy, the compensated substitute will be compensated at the rate provided for in the supplemental salary schedule for each period or part thereof in which he/she is engaged.

507 **Pay Periods**

- A. Teachers will be paid their annual salary over twenty-six (26) equal pay periods beginning with the first payday Friday in September. All certified teachers must have their checks electronically deposited through the system provided by the Board's Bank.

Teachers will have the option of receiving their pay stubs via electronic means or by hard copy.

- B. **Supplemental Salary Procedure**

Supplemental contract salaries shall be paid in the following manner:

Year Long (Aug - Jun). Positions will be paid at the end of each semester upon satisfactory completion of duties as approved by the supervising administrator(s).

Season Activities. Will be paid at the conclusion of the season upon satisfactory completion of duties as approved by the supervising administrator(s).

Extended Time. Will be paid in twenty-six (26) equal installments in the regular pay.

C. **Mileage, Planning Time and Miscellaneous Payments.**

All money owed to teachers for mileage, substitute pay and other expenses shall be paid as soon as possible after an expense voucher has been submitted and the Board of Education has approved the expenditure.

508 **Payroll Deductions**

The Board will provide for payroll deductions for teachers as required by law. In addition, deductions will be made for the following items on an equal basis unless stated otherwise herein:

1. Insurances.
2. Tax Sheltered Annuities in companies who enroll five (5) or more employees. When companies fail to have any employees participating, that company shall be dropped from the list of companies utilized by the Board until such time as that company can enroll five (5) or more employees.
3. United Way.
4. FCPE.
5. Disability Insurance.
6. Association dues will be deducted from a teacher's paycheck upon the Association providing the Board treasurer with a payroll deduction form signed by the teacher.

Such deductions will be continuous while the teacher is in the employ of the Board of Education.

Teacher cancellation of payroll deductions may be made by the teacher annually, not later than September 10 of each year. Such cancellation shall be made on forms obtainable from the Treasurer of the Board. The Treasurer of the Board will notify the President of the Association of such cancellations.

Deductions for dues will be divided equally over twenty (20) pay periods beginning with the second pay period in October.

The Association agrees to indemnify and save the Board harmless from any and all claims arising out of dues deductions by the Board in reliance upon authorization presented by the Association.

509 Severance

- A. Upon proof of retirement from one of the state retirement systems, or upon the death of an active employee and upon receipt of a copy of the death certificate, the Board shall grant severance pay in an amount to be determined by multiplying the daily rate of the teacher's base pay, exclusive of supplemental pay, by thirty-five (35%) of the number of days of unused accumulated sick leave. Upon proof of retirement from one of the State Retirement Systems, or upon the death of an active employee and upon receipt of a copy of the death certificate, the Board shall grant severance pay in an amount to be determined by multiplying the daily rate of the teacher's base pay, exclusive of supplemental pay, by thirty-five (35) percent of the number of unused accumulated sick leave.
- B. The teacher, to be eligible for severance pay, must apply to the Treasurer of the Board within ninety (90) days following retirement.
- C. Longevity Severance - Teachers with twenty (20) years of employment with the Preble Shawnee Local School District will be eligible for longevity severance as follows:
 - 1. One day for each year of employment from 21st – 30th year (10 days maximum) (at Preble Shawnee)
 - 2. No credit will be given toward longevity severance for any service outside the Preble Shawnee Local School District, i.e., only actual years of employment in the Preble Shawnee Local School District will be counted.
- D. A teacher, to be eligible for severance pay, must be an employee of the Preble Shawnee Local School District at the time of filing for severance.
- E. In the event an employee resigns his/her employment with the Board for retirement purposes effective the end of the work year he/she first becomes eligible to retire through STRS, he/she will receive a lump sum payment of \$7,500.00 plus regular and longevity severance pay as provided in the contract; if a full-time employee (183 day contract and 7.25 hour per day). If the employee is a less than a full-time employee they shall receive a percentage of the \$7,500.00 equal to the contract time worked; (i.e. ½ time

would receive 50% or \$3,750.00) plus regular and longevity severance pay as provided in the contract. Any employee working less than ½ times is not eligible for the Super Severance. Any employee who does not resign his/her employment with the Board at the end of the work year in which he/she first becomes eligible to retire through STRS shall forfeit his/her right to any payment pursuant to this provision and shall be entitled only to regular and longevity severance pay upon retirement – as defined in sections 509 A., B., C. and D. upon retirement.

Eligible to retire, as defined by STRS, shall be the first happening of any of the following events:

1. Age 50 and 30 years service
2. Age 55 and 25 years service
3. Age 60 and 5 years service

Payment pursuant to this provision shall be made in a lump sum within ninety (90) days of the Treasurer's receipt of written confirmation from STRS that the employee is retired and receiving STRS benefits.

In order to exercise this benefit, an employee must notify the Superintendent in writing by March 15th of the year he/she is first eligible to retire of his/her intention to retire no later than July 1 of that year.

510 Section 125 Benefits Plan

The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to all employees of the bargaining unit. An amount not to exceed thirty percent (30%) of salary may be set aside by the employee for the section of benefits under Section 125 of the Internal Revenue Code, which includes the non-taxable benefits of all eligible insurances, disability, life insurance, non-reimbursed medical and dependent care.

The employee or the employer shall incur no fees for the setup, enrollment, and administrative services provided.

A change in the provider for the above shall require the Board to give sixty (60) days' notice to the President of the Association.

511 Tuition Reimbursement

The Board shall set aside an annual sum of forty thousand (\$40,000) to be used for the purposes of reimbursing employees for tuition expenses within the following guidelines:

- A. All courses taken must be graduate level courses and approved in advance by the Superintendent. Coursework must be related to the field of education;
- B. Teachers must have two (2) or more years of experience with the Preble Shawnee Local Schools to be eligible for reimbursement;
- C. Reimbursement will be provided for up to nine (9) semester hours or twelve (12) quarter hours per teacher per fiscal year. The rate will be up to four hundred fifty dollars (\$450) per semester hour and up to three hundred dollars (\$300) per quarter hour.
- D. Payment will be made within two (2) weeks upon submission to the Board Treasurer proof of payment and proof of successful completion (a "C" or better or Pass in "pass-fail" classes) of the required coursework (i.e., transcripts, grade report, etc.);
- E. Should the tuition reimbursement still have unexpended money after June 30, that amount will be carried over and added to the tuition reimbursement fund for next fiscal year. In no case will the total amount accumulated in the fund exceed fifty thousand dollars (\$50,000).
- F. Teachers will be reimbursed for the cost BCI background checks provided the results allow employment and proof of payment is submitted.
- G. Teachers will be reimbursed for fifty percent (50%) for the cost of renewing their licenses/certificates. When possible, if a teacher has multiple licenses/certificates, the licenses/certificates must be renewed at the same time. Reimbursement will be provided once the teacher has submitted the new license/certificate and proof of payment.
- H. Any teacher, regardless of how long he/she has been teaching at Preble-Shawnee and is required to obtain credentials for the Third Grade Reading Guarantee, will be reimbursed. This will only apply for school years 2013-14 and 2014-15. This will be paid after the teacher submits his/her endorsement and proof of payment.

512 Mileage

All teachers who are required to use a private automobile in the normal and regular course of completing their assigned duties or those given specific temporary assignments requiring such usage will be entitled to receive mileage payments for use of said automobile. Reimbursement shall be at the rate per mile or fraction thereof as established by the IRS.

513 **Administratively Required Meetings**

After 120 minutes of administratively required meetings per month (i.e., IAT, IEP, MFE, Data Team, Action Team, regular staff meetings and any other school improvement committee developed out of the State Diagnostic Review) teachers will be paid per the supplemental salary schedule for any additional time in such meetings. A meeting that is cancelled within 5 minutes of the scheduled start time due to a required member (including a parent) not being in attendance will not count as a meeting for the purpose of this article.

ARTICLE VI - LEAVE OF ABSENCE

601 **General Leaves of Absence without Pay**

- A. In accordance with Section 3319.13 of the Ohio Revised Code, upon written request a teacher may be entitled to a leave of absence without pay for a period of not to exceed two (2) school years for educational or professional or other purposes, and the Board shall grant such leave where illness or other disability is the reason for the request. The initial grant of leave shall be for not more than one (1) school year.
- B. Teachers on leave of absence shall be continued on life and hospitalization insurance in accordance with Section 3313.202 of the Ohio Revised Code and the stipulations of the Treasurer of the Board as to the time for the payment of monthly premiums. All Board contributions toward fringe benefits shall cease during the period of a granted leave.
- C. Requests for an initial leave of absence shall be made, in writing to the Superintendent, at least thirty (30) days prior to the first day of the expected leave except in cases of illness. Requests for extension shall be made, in writing to the Superintendent, at least thirty (30) days prior to the termination of the initial leave.
- D. Teachers on leave of absence who do not intend to return the following year are requested to submit their intent, in writing, to the Superintendent prior to April 1.
- E. A teacher may be required by the Board to provide adequate medical documentation if the reason for the leave request is illness or other disability.
- F. A teacher returning from leave shall be placed in the same position from which leave was granted, if available, or in another position for which the teacher is fully qualified.

- G. A teacher who is pregnant or who is adopting a child less than one year of age, shall be entitled to a leave of absence without pay. Such leave shall be governed by the provisions above.

602 **Appearances in Court**

A. **Jury Duty**

After an absence for jury duty, either reporting for or serving on, the teacher shall return payment received for such services, less travel expenses, to the Treasurer of the Board, and at the next regular pay period, shall receive full payment of his/her regular salary from the Board for the day or days of excused absence for this purpose.

- B. Any appearance in court due to school-related professional duties may be considered professional days.

603 **Personal Leave**

- A. Up to three (3) paid days may be granted in any one school year for personal leave. Request for advanced approval of such leave shall be made in writing on appropriate forms to the building principal three (3) business days prior to the date of the intended leave. The District will notify teachers when the Kiosk is functional. Thereafter personal leave requests will be made through the Kiosk under the established timelines. The form will be stamped as received with the date and time. Leave will not be granted in less than one-half (1/2) day increments. The time limits shall not apply if the request is being made because of an emergency. Personal leave is not accumulative. If written or electronic notification, to the contrary, is not given to the teacher at least twenty-four (24) hours in advance, the leave is considered to have been approved.
 - 1. All three (3) days can be stated as "necessary personal business which cannot be conducted outside of regular working hours". This reason will be interpreted to meet the standards stated in this Agreement.
 - 2. Violation and/or misuse of personal leave may result in the loss of a teacher's personal leave privileges and/or dismissal.
 - 3. Personal leave may not be used immediately before or after any school vacation period or in connection with any employee's regular vacation. Except that if the request for personal leave before or after a school vacation states that it is for one of the reasons listed in Section A4 of this Article, and specifically lists the reason, the request normally will be granted. Personal leave may not be used for recreational or

vocational (other income) pursuits, social activities, shopping trips, hobby activities, secondary employment, accompanying spouse on a trip, or seeking employment elsewhere.

4. Personal leave shall be interpreted to include, but not be limited to: funerals not covered in the sick leave policy, mandatory court appearance (other than jury duty), necessary legal or business matters that cannot be attended to after school hours, on Saturday or during vacation periods, religious holidays sibling wedding or graduation and urgent or unusual family obligations involving the immediate family of the teacher. The immediate family is defined as husband, wife, children, mother, father, grandparents, grandchildren, sister, brother, nieces and nephews, parents-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law and any member of the same household.
5. No more than five (5) teachers in the district, may be absent on personal leave on the same day.
6. If schools are closed because of a calamity on a day scheduled as a personal day by an employee, said employee will not be charged with a personal day unless a substitute has been compensated.

B. Tutors are not eligible for personal leave.

604 **Professional Leave**

Released time to attend professional meetings will be given to provide the opportunity for teachers to advance professionally.

All teachers are encouraged to participate in professional activities of educational organizations which operate for the benefit of education.

These activities include membership and holding office in professional organizations, participation in curriculum studies, and educational leadership in experimental programs.

The Board will supply a substitute for a teacher on professional leave.

Reimbursement will be paid, in accordance with Board policy, for the following necessary and reasonable pre-approved expenses:

1. Use of a privately-owned automobile.
2. Commercial carrier fares.
3. Meals.

4. Lodging.
5. Conference registration.
6. Other expenses as provided for in the Board policy.

All applications for leave will be considered in accordance with standards established in the appropriate Board policy.

All applications for professional leave must be in writing and sent to the Superintendent. The Superintendent will answer, in writing, all requests for professional leave within seven (7) working days of application.

605 Sick Leave Accumulation and Advancement

- A. Each teacher in the employ of the Board shall be entitled to sick leave of one and one-fourth (1-1/4) work days with pay, for each completed month of service.

The unused portion of sick leave may be accumulated up to two hundred twenty-five (225) days.

Teachers without accumulated sick leave shall be advanced five (5) days, and may be advanced an additional ten (10) days, of the maximum accumulation possible for the remainder of the current contract year with the provision that such advanced sick leave may be recovered from the final settlement made with any teacher who departs or terminates employment prior to the completion of the current contract year.

A teacher who is absent because of illness, and whose position has not been terminated as provided by law, is still in service of this district and continues to accumulate sick leave while absent on approved sick leave.

Teachers shall qualify for sick leave absences with full pay during the school year for one or all of the following reasons:

1. Personal illness.
2. Pregnancy* .
3. Injury.
4. Exposure to contagious disease which could be communicated to others.

5. Absence due to illness, injury or death in the teacher's immediate family (O.R.C. 3319.141). The immediate family is defined as husband, wife, children, mother, father, grandparents, grandchildren, sister, brother, parents-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, and any member of the same household.

Such absences shall be approved by the Superintendent or his designated representative. Reasonable advance notice shall be given to the building principal indicating the date and reason for absences.

Upon return from sick leave, each teacher shall furnish a satisfactory signed statement indicating that the teacher was absent for just cause and shall give the name and address of the attending physician if medical attention was required.

Once a person is on extended sick leave (five or more consecutive days) they must submit a doctor's note substantiating the leave by the 5th day of successive absence, then every 20 days thereafter, if requested. They must also submit a release from a doctor to return to work after being off more than 10 days.

* Pregnancy, as used above, does not refer to the state of being pregnant, but refers only to pregnancy related disability including pre- and post-delivery periods of inability to adequately perform the duties of the job.

B. Tutors are not eligible for sick leave.

C. **Sick Leave Bank**

1. A committee of seven (7) members shall administer the sick leave bank and only be convened upon receipt of an application to the district Treasurer.
2. The committee will consist of three (3) teacher members appointed by the Association (PSLEA), two (2) administrators appointed by the Superintendent, the Treasurer, and one (1) Board of Education member appointed by the Board of Education.
3. The committee is hereby empowered and guided by the following:
 - a. Sick leave will be provided only in the case of catastrophic illness or injury as determined by the committee's review of an application. Maternity leave either pre- or post-delivery will not be considered by the committee unless there are catastrophic complications with the pregnancy.

- b. The leave will be applicable to illnesses involving the immediate family.
- c. A formal application is required to convene the committee and create an application review.
- d. The bank is available to the certified/licensed staff, including administrators.
- e. There will be no payback for days used from the bank or given to the bank in any situation or circumstance. Any unused days that were granted by the committee will be retained by the bank for further use.
- f. All members of the certified/licensed staff are eligible to draw from the bank, regardless of whether they have contributed to the bank.
- g. There will be no cap on the number of days given to an application, except that it shall not exceed the number of days available.
- h. Days granted from the bank will be used once the teachers accumulated days run out. The District will not advance days before the days from the bank can be used.
- i. The Treasurer of the Board will be responsible for maintaining records of the bank.
- j. The Treasurer of the Board or designee will convene the committee within 72 hours or three business days upon receipt of an application.
- k. Applications will be approved through consensus, or if necessary by a majority vote of the Sick Leave Bank Committee. The decision can be considered a personnel matter discussed in its entirety in an executive session of the Sick Leave Bank Committee.
- l. Applicants must agree to hold the Board of Education and the Association harmless for the operation and actions of the Sick Leave Bank and waive any right to an appeal of any decision or action pertaining to the application. In the event that the applicant's conditions change, he/she may re-apply or request an extension.

- m. The committee reserves the right to request additional information or documentation if they deem it necessary for their decision on a case by case basis.
 - n. The committee's decision is final, not available for appeal, and never subject to a grievance.
 - o. The rotational sick leave contribution list will be determined by the district seniority list as compiled by the district Treasurer.
4. All applications will be held in the strictest confidence as appropriate for the completion and consideration of the application.

Sick Leave Donor Verification

By signing below, I am willing to be a contributor to the Preble Shawnee Sick Leave in the amount of one (1) day; this contribution is an irrevocable action. This day will only be used as determined by the Sick Leave Bank Committee. Any additional days will not be granted without my written approval.

Preble Shawnee Employee Signature

Date

***This form must be returned by _____ (date) to the Preble Shawnee Local District Treasurer's office and will not be accepted after this date until another donor day is requested by the committee unless you are a new hire to the district after this date.

Sick Leave Bank
Application for Days

Employee Name: _____

Number of Days Being Requested: _____

Projected date of return to your position at Preble Shawnee: _____

Narrative for Need:

Please attach any additional documentation offered or requested to this application.

Employee (or designee) Signature

Date

Date Received by the Preble Shawnee Local District Treasurer of Official Designee

Circle One: Approved Denied

606 **Special Leave**

- A. In the event of school closures due to financial or other problems or if excessive calamity days necessitate a revision of the school calendar, the Board will consider an application for unpaid leave to permit a teacher to meet a prior commitment to attend college. Application for such leave must indicate the college to be attended and give evidence of enrollment. The Board will satisfy itself that adequate substitutes are available and that the teacher will finalize records in a timely fashion. Such leave will not exceed five (5) working days.
- B. Tutors will not be paid if the schools are closed because of a calamity day.

607 **Assault Leave**

The Board assures teachers that it will put its full support behind the discipline procedures and policies adopted by the Board in matters of discipline. It is recognized that there is a continuing need to review discipline policies by mutual study.

Any case of physical threat or assault to a teacher will be reported immediately to the principal. The teacher and the principal will cooperate with police and judicial authorities with respect to the decision to file criminal charges as well as in any subsequent judicial proceedings as requested by police or judicial officers.

The Board will provide assault leave for a teacher who is absent due to any physical disability resulting from an assault which occurs while the teacher is acting in a professional capacity at a home school function, on regular or special assignment during the course of employment by the Board. Such leave will not cause any loss in pay, nor be charged against sick leave accumulated by the teacher.

Teachers who use assault leave shall complete the assault leave form. In cases of more than five (5) days of continuous absence resulting from the assault, medical verification for the extended absence will be required. Assault leave will not be for more than thirty (30) days.

Falsification of any statement or claim under the assault leave provisions may be reason for suspension or termination of employment.

608 **Sabbatical Leave**

- A. The Board may provide sabbatical leave to teachers according to the provisions herein stated and in keeping with the provisions of Section 3319.131 of the Ohio Revised Code.

- B. A teacher, upon written request to the Superintendent and the Board, may be granted a leave of absence with part pay and full fringe benefits for up to one (1) school year. Approval or disapproval of requests for sabbatical leave rests with the Superintendent and the Board of Education.
- C. Such leave shall be according to the following provisions:
1. A teacher shall have had at least eight (8) years of service in the Preble Shawnee Local School District.
 2. For the purpose of this section, service shall mean experience in this district for which experience credit is recognized in determining placement on the salary schedule.
 3. A plan of professional improvement shall be furnished prior to Board approval of the sabbatical leave. Upon return from sabbatical leave, a report shall be filed by the teacher as proof that said plan was followed.
 4. The part salary shall be the difference between the employee's expected salary for the next school year and the cost of a substitute for the period of time the sabbatical leave shall be in effect.
 5. The Board shall arrange for a substitute with not more than the number of years of experience of the teacher on sabbatical leave.
 6. Any payment due to a returning staff member will be paid only after verification of passing marks while on sabbatical leave and only after the Treasurer has received the signed contract of the teacher for the ensuing year. Any such payment shall be made only after July 10.
 7. Teachers returning from sabbatical leave shall be returned to the same assignment held prior to such leave.
 8. Not more than one (1) teacher shall be granted sabbatical leave during the same school year.
 9. Additional sabbaticals shall be made available to teachers after completion of five (5) additional years of teaching experience.

609 **Family Leave**

- A. The Board agrees to abide by the provisions of the Family and Medical Leave Act of 1993. The parties agree that all benefits mandated by this Act will be provided to eligible employees covered by this agreement.

B. Eligibility:

1. Employee must have been employed at least twelve (12) months and worked 1,250 hours or more during the twelve (12) month period prior to the date leave begins. The employee must currently be working at least 1,250 hours per year.
2. The employee who works 180 school days must work 34 hours and 43 minutes per week to be eligible.

C. Leave Provisions:

1. Eligible employees are entitled to take up to a combined total of twelve (12) weeks of unpaid leave per year in the following four situations:
 - a. the birth and first year care of a child
 - b. the adoption or foster placement of a child
 - c. the illness of an employee's spouse, parent or child
 - d. the employee's own illness

This covers paternity leave for fathers, adoption and foster placement as well as maternity leave for mothers. In all of these situations the entitlement for child care ends after the child reaches age one or twelve (12) months after the date of adoption or foster placement. The child care entitlement applies to step-parents and persons acting "in loco parentis" as well as biological parents.

2. Intermittent leave is taken over an uninterrupted time of at least one (1) week but less than twelve (12) weeks. Reduced leave is defined as a leave schedule that reduces the number of hours worked each week. Both of these leaves are permitted for birth / adoption if the employer and employee can agree on a schedule. Intermittent and reduced leave will be approved only when medically necessary. If not medically necessary, intermittent and reduced leave will be approved only if a mutually agreeable schedule can be determined by both parties.
3. Spouses employed by the same employer are limited to a combined total of twelve (12) weeks except in the case of personal illness.
4. The eligible employee will receive a continuation of health benefits paid by the employer during the period of leave. Employees do not accrue seniority or benefits other than health benefits during the time they are on leave.

D. **Obligations of Employees:**

1. If births, adoptions, or foster placements are foreseeable, employees must provide thirty (30) days notice to the employer of the date when leave is to begin. With respect to family or employee, illnesses that are foreseeable, the employee must make a reasonable effort to schedule treatment at a time that does not disrupt the operations of the employer. This requirement is subject to the approval of the employee or family member's health care provider.
2. Timely certification from the employee's health care provider or health care provider of the family member regarding:
 - a. the date that the condition began
 - b. how long it lasted
 - c. the necessity of leave
 - d. the employee's inability to perform job functions

If doubt exists about this certification, a second opinion at the board's expense and/or a third health care provider opinion to provide certificates will be required. All records concerning this leave will be classified as health records and will not be subject to public inspection.

3. In the case of personal illness the employee must provide certification from his/her health care provider that they are able to resume work.
4. If an employee fails to return to work after the leave period has expired, the board may recover the cost of health care premiums paid during the leave period. This right to recovery does not apply in cases of personal or family illness or in other circumstances beyond the control of the employee.

E. **Return from Leave:**

If a teacher takes leave under this article which is to terminate within the last three (3) weeks before the end of a school term, and the leave is of more than five (5) weeks duration, the Board may require the teacher to remain on leave for the remainder of the term under the same conditions as are required by this article, even if all twelve (12) weeks required by law have been used.

- F. Employees whenever possible will be restored to the same position they held prior to the leave or, if not possible, an equivalent position with equivalent conditions of employment.

ARTICLE VII - GRIEVANCE PROCEDURE

701 Grievance Defined

"Grievance", as used in this Agreement, is limited to a complaint, dispute or controversy by an employee within the bargaining unit which involves the interpretation or application of this Agreement or of the administrative rules and regulations as applied to employees covered hereunder.

702 Representation

The Association shall designate a representative and alternate who are employees of the school district for each building in the Preble Shawnee Local District. The name of such representative shall be given to the principal of the building concerned and to the Superintendent within seven (7) days of such designation. If requested by the member of the bargaining unit, the designated representative may participate in grievance meetings and any disciplinary hearings.

703 Time Limits

Days shall mean working days or when school is in session. In the event a grievance is filed at such time that it cannot be resolved by the close of a calendar school term, the grievance shall continue on time limits based on working days (excluding week-ends) until resolution of such grievance. The parties may mutually agree to extend any or all steps to a certain time. In the event a grievance cannot be resolved because of the beginning of the Christmas or spring recess, further attempts at resolving shall be postponed until no more than five (5) days following the return to school unless the parties in interest otherwise agree. The grievant and the party at that level shall so agree where irreparable injury would result from a postponement.

704 Procedure

Level 1:

Within fifteen (15) working days after the occurrence which constitutes the basis for the grievance, the employee shall submit the grievance, to the building principal or immediate supervisor on the grievance form in Section 706 of this Master Agreement. The principal or immediate supervisor shall schedule a conference and give his/her answer in writing within twelve (12) working days after the Level 1 grievance is submitted.

Level 2:

If an agreeable settlement is not reached at Level 1, the Level 2 grievance shall be submitted within seven (7) working days after receipt of the Level 1 response.

Within seven (7) working days after the Level 2 grievance is received by the Superintendent, a conference will be scheduled with the grievant, and an Association representative, if requested by the grievant. The Superintendent shall give his/her answer within seven (7) working days after the grievance is so presented.

If the principal or immediate supervisor does not have the authority to decide the grievance then the grievance will commence with Level 2 and will be submitted fifteen (15) working days after the occurrence which constitutes the basis for the grievance.

Level 3: Arbitration

If an agreeable settlement is not reached at Level 2, the grievant must notify the Superintendent, in writing, within fifteen (15) working days after the Level 2 decision is given of the Association's intention to request arbitration. The appropriation forms must be filed with the American Arbitration Association not more than thirty (30) working days after the Level 2 decision is given. The arbitrator shall be chosen from a list provided by the American Arbitration Association (AAA). The AAA shall not have the authority to independently designate an arbitrator, but shall furnish the parties additional lists until an arbitrator can be selected. Each party shall strike those names unacceptable to them and return the list to AAA. Any arbitrator appearing on the list of acceptable arbitrators from both parties shall be designated as the assigned arbitrator. The hearing shall be in accordance with the voluntary rules and regulations of the AAA. The arbitrator shall hold the necessary hearing promptly and issue the decision within fifteen (15) days of the close of the hearing or as soon as reasonably possible. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the Board, the Grievant, and the Association.

The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her.

The costs for arbitration shall be shared equally by the Board and the Association.

At the next regular meeting of the Board, the action taken on the grievance arbitrator's award will be made official by being made a matter of record in the minutes of the Board through motion and vote of the Board.

705 Miscellaneous

- A. All formal hearings held under this procedure shall be structured so that due process under the circumstances is accorded both sides.

Each hearing shall have provisions for: initial presentation of the grievant's case, presentation of the administration's case, cross-examination and/or questioning, and final summaries with either party having the right at his/her own option to waive any or all of the foregoing.

- B. A group grievance may be initiated by the Association for an alleged violation that affects two (2) or more teachers.
- C. All grievances shall be filed at the lowest possible level. The lowest possible level means that level of the grievance procedure at which the administrator deciding the grievance has authority to make a decision.
- D. Failure at any level of an administrator to communicate a decision within the specified time limits or extended time agreed to shall permit the grievant to proceed to the next level of the formal grievance procedure.
- E. The right to process a grievance shall be forfeited if the grievance is not presented or appealed at any level of the procedure within the specified time limits. If the grievance is not presented or appealed to a higher level of this procedure, it shall be deemed settled on the basis of the last answer.
- F. The appointed representative of the grievant and/or administrator shall be permitted to attend any formal grievance hearing.
- G. Nothing contained herein will be construed as limiting the right of any professional staff member having a complaint or problem to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given the opportunity to be present at such adjustment and to state its views.
- H. The filing of a grievance shall not be made a part of the grievant's personnel file nor be a cause or matter for reprisals or harassment.

706 **Grievance Report Form**

Level 1:

Statement of the grievance (including the provision of the Master Agreement which has been violated, misinterpreted, or misapplied): _____

Relief Sought:

Grievant: _____

Date Submitted: _____

Hearing Date: _____

Response of Administrator:

Administrator: _____

Date Issued: _____

Agreed to Solution 1: Yes No (circle one)

Administrator Signature _____

Date _____

Grievant Signature _____

Date _____

Level 2:

Statement of grievance (include provision of Master Agreement): _____

Relief Sought:

Grievant: _____

Date Submitted: _____

Hearing Date: _____

Response of Superintendent:

Superintendent: _____

Date Issued: _____

Agreed to Solution 2: Yes No (circle one)

Administrator Signature _____

Date _____

Grievant Signature _____

Date _____

Level 3:

Date of Association's Demand for Arbitration: _____

ARTICLE VIII - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

801 Preble Shawnee Local Professional Development Committee

The Preble Shawnee LPDC (PSLPDC) shall review and approve individual professional development plan proposals by teachers and administrators based on the format and program established by the PSLPDC, Preble County Consortium of Schools LPDC (PCCSLPDC) and the Rules and Regulations of the Ohio Department of Education. The PSLPDC shall have no authority to make any decision contrary to any provision of this Negotiated Agreement, Board Policy, or any law or regulation governing the operation of public school districts. The PSLPDC shall not have any authority to make any decision requiring the expenditure of Board funds without express prior approval of the Board of Education.

A. PSLPDC Membership

The PSLPDC shall be comprised of seven (7) members. Four (4) members shall be teachers and three (3) others will be from the administrative team. There will be one teacher member from the high school (grades 9-12), one from the junior high (grades 7-8), and one each from Camden Primary and West Elkton Intermediate. There will be at least two members representing the administrative team who are principals, one K-6 and one 7-12. When the committee is considering the plan of an administrator, treasurer, or other school business official, the number of teacher committee members will be reduced by two (2). The members of the committee who are teachers will determine which two teacher members will temporarily leave the committee. If the administrator who submits a plan is a member of the PSLPDC, he/she will be replaced for the purposes of considering his/her plan only by an administrator to be named by the Superintendent.

B. Appointment, Terms, Stipend

The four (4) teacher members shall be appointed as per the PSLEA Constitution and By-Laws. The administrative team members will be appointed by the Superintendent. The PSLPDC teacher members will serve rotating terms as per PSLEA Constitution and By-Laws. Two members of the administrative team members of the PSLPDC will serve terms of three years and one member will serve a term of two years. A supplemental contract will be issued for all teacher members of the PSLPDC. The contract will provide for released time and, when work is performed outside of the regular school day, compensation will be the same as the supplemental pay rate for proficiency test tutors.

C. Operating Procedures

Members of the PSLPDC shall elect a Chairperson at the first meeting from the teacher members. The PSLPDC will determine its meeting from the teacher members. The PSLPDC will determine its operating procedures and meetings schedule by consensus. Meetings shall be held, when possible, to keep District costs at a minimum. Where consensus is not possible a vote of a simple majority of the full membership of the PSLPDC will be required for action. The PSLPDC shall meet once monthly and at other

times as it may determine, but shall adopt such policies as are required by law for providing notice of meetings of committees of public bodies. Minutes of meetings and records of the PSLPDC shall be prepared and maintained in compliance with the laws governing the operating of committees of public bodies. The Board shall be responsible for secretarial and record keeping service for the PSLPDC.

D. Appeals

An educator may request a written explanation of the decision of the PSLPDC and may appeal the decision to the Preble County Consortium LPDC.

E. Removal of a Teacher Member

A teacher member who is not fulfilling his/her duties on the PSLPDC may be removed for just cause by a five-sevenths majority vote of all members of the PSLPDC.

F. Confidentiality

All members of the PSLPDC and the PCCLPDC shall keep confidential all discussions, actions, materials and other information.

802 **Relationship To and Role of Preble County Consortium of Schools Local Professional Development Committee**

- A. The Preble County Consortium of Schools Local Professional Development Committee (PCCSLPDC) will develop the format for Individual Professional Development Plan (IPDP) proposals, determine the training needs of PSLPDC members, coordinate county-wide in-service activities, help provide information for county-wide program decisions, establish a county-wide Entry-Year Program, maintain a Mentor Program, and serve as the appeals board when an educator's IPDP is not approved by the PSLPDC.
- B. Members of the PCCSLPDC from the Preble Shawnee Local School District will be appointed in accordance with the Constitution and By-Laws of the Association.
- C. A supplemental contract will be issued for all teacher members of the PCCSLPDC. The contract will provide for released time and, when work is performed outside of the regular school day, compensation will be per the negotiated supplemental salary schedule.

The following items will be dealt with through an exchange of letters between the Board President and the President of the Association.

1. Employment of Central Office Administrators.
2. Annual meeting with a benefit plan representative and completion of a Section 125 form.

ARTICLE IX - NEGOTIATIONS AGREEMENT

901 Preamble

The Preble Shawnee Local Board of Education and the Preble Shawnee Local Education Association, affiliated with the Ohio Education Association and the National Education Association, do hereby agree that the welfare of the children of the Preble Shawnee Local Schools is paramount in the operation of the schools and will be promoted by both parties. The parties enter into this Agreement to enable the professional employees to participate in and contribute to the development of policies dealing with salaries, fringe benefits, working conditions, items of the negotiated agreement and other items the parties mutually agree to negotiate.

The parties agree that:

- A. The Board of Education, by law, has the final responsibility for establishing policy in the school district.
- B. The Superintendent and his staff have the responsibility for implementing the policies established by the Board.
- C. The Board and the Association subscribe to the principle that differences shall be resolved through negotiations and/or the grievance procedure, wherever possible.
- D. The Board or their designated representative(s) shall meet with the designated representatives of the Association for the purpose of negotiating in good faith to reach satisfactory agreements.
- E. Neither the Board nor the Association or their respective employees, members or agents will take any action against any employees, members or agents of the parties regarding their employment and/or association with the School District as a result of the negotiations leading to a successor Collective Bargaining Agreement between said parties.

902 Recognition

The Board of Education of the Preble Shawnee Local School District recognizes for the term of this Agreement, the Preble Shawnee Local Education Association as the sole and exclusive bargaining representative for all bargaining unit members employed by the Board. The term "bargaining unit member" is defined as all certificated employees employed by the Board for the purpose of instructing or supervising students excluding only the following: Superintendent, Assistant Superintendent, Principals, Assistant Principals, and all supervisory, confidential, and management employees as defined by Chapter 4117 (F), (J), and (K) of the Ohio Revised Code.

"Tutor" means an employee under contract with the Board of Education employed for and regularly assigned to a tutorial position requiring the holding of a valid teaching certificate. Such tutors shall be included in the bargaining unit and shall be entitled to all provisions of the Agreement, unless specifically referenced in any article.

In accordance with Article II, Section 202 of this Agreement, all rights, powers, and duties of the Board not specifically reduced to writing as a part of this agreement are reserved solely to

the discretion of the Board. Except as specifically modified by the terms of this Agreement, all matters relating to collective bargaining, employment, discipline, work stoppages, and other matters or relations between the parties shall follow the applicable state or federal statute.

903 Savings Clause

- A. The Board of Education and the Association agree that all items in this contract which supersede applicable state law and which may permissibly do so under Ohio Revised Code Section 4117.10 (A) shall not be affected by this article. Should any clause of this contract be held in violation of the law by a court of competent jurisdiction, then the clause of the contract shall be rendered null and void, but the remainder of the contract shall remain in full force and effect.

- B. In the event of a determination pursuant to paragraph A, the Board and the Association shall meet within thirty (30) calendar days for the purpose of negotiating a lawful alternative provision for only such affected provisions. Said negotiations shall be accomplished under the provisions of O.R.C. 4117.

MEMORANDUM OF UNDERSTANDING - A

This Memorandum of Understanding is entered into between the Preble Shawnee Local School District, hereinafter the "Board" and the Preble Shawnee Local Education Association, hereinafter the "Association".

The parties agree that the Association shall retain all rights to bargain effects on working conditions when they occur. Requests to bargain such effects must be made in writing to the Superintendent no more than ten (10) working days after the person affected by the change is notified of the change. Bargaining on these items will be conducted in accordance with the provisions of this contract and of Chapter 4117 of the Ohio Revised Code. The parties agree that this Memo of Understanding while binding on the parties is not subject to the grievance procedure as Memos of Understanding are not part of the contract.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 1992.

FOR: PREBLE SHAWNEE LOCAL
SCHOOL DISTRICT

FOR: PREBLE SHAWNEE LOCAL
EDUCATION ASSOCIATION

President

President

Superintendent

Chairperson

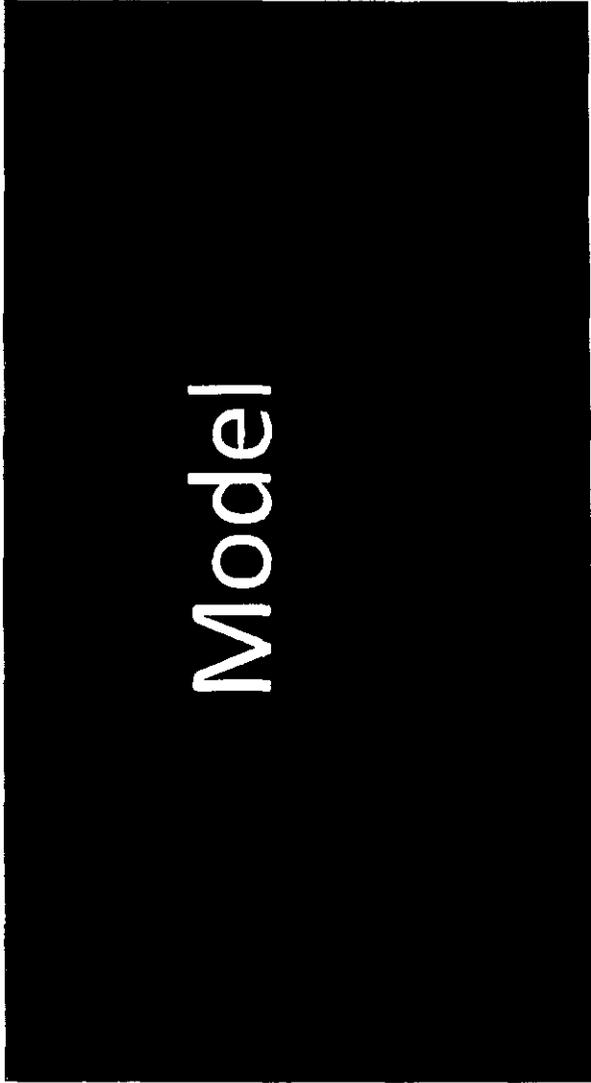
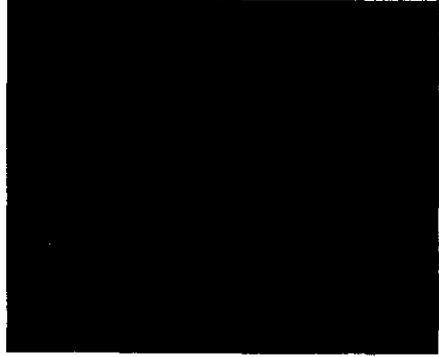
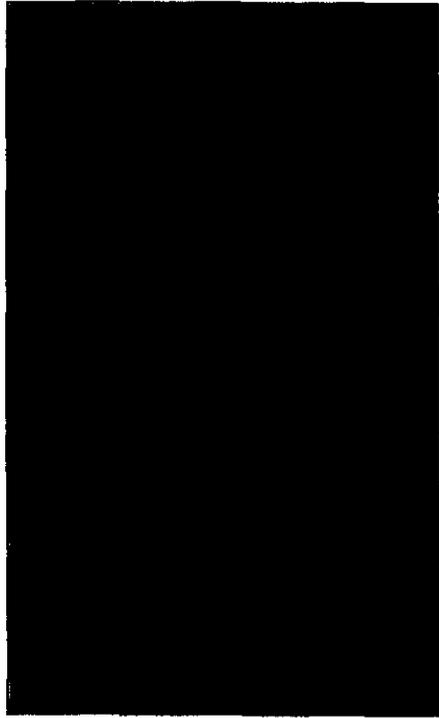
Treasurer

Member

ADDENDUM A – OTES RESOURCES

**Please Note: Model runs from pages 1-22
Resources run from pages 23-45**

Ohio Teacher Evaluation System



2012

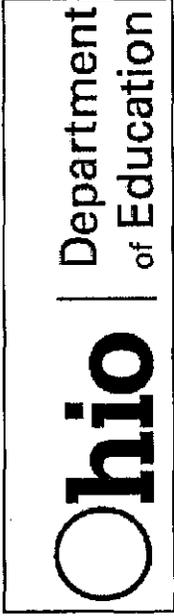


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Preface

Over the past decade, Ohio has made important education policy advances, with a focus on student learning and achievement, standards and accountability, which together have moved Ohio's kindergarten through 12th grade system forward in several important ways. Ohio is serious about its commitment to quality schools. The report of the Governor's Commission on Teaching Success was followed by the passage of Senate Bill 2 in 2004, which mandated the creation of the Educator Standards Board. The Board was charged with the creation of the *Ohio Standards for the Teaching Profession*, the *Ohio Standards for Principals* and the *Ohio Standards for Professional Development*.

House Bill 1 in 2009 directed the Educator Standards Board to recommend model evaluation systems for teachers and principals to the State Board of Education for their review and adoption. The Ohio Teacher Evaluation System (OTES) was created in response to this mandate and designed to be used to assess the performance of Ohio teachers.

The OTES was collaboratively developed by Ohio teachers, school administrators, higher education faculty, and representatives from Ohio's professional associations, in collaboration with national experts in the area of teacher evaluation. The scope of work of the Ohio Teacher Evaluation Writing Team during 2009-2011 included extensive study of model evaluation systems throughout the country. Many well-recognized state and district systems were examined in depth, including the District of Columbia Public Schools, Delaware, New Mexico, North Carolina, and Colorado. The nationally recognized work of Charlotte Danielson, Laura Goe, the New Teacher Center, and Learning Point Associates/American Institutes for Research (AIR) was utilized. This research and the collaboration of these national experts informed the components, processes, and tools included in the OTES. The OTES is designed to be research-based, transparent, fair and adaptable to the specific contexts of Ohio's districts (rural, urban, suburban, large, and small). The evaluation system builds on what we know about the importance of ongoing assessment and feedback as a powerful vehicle to support improved practice.

It is anticipated that as districts design or revise their teacher evaluation system, the OTES will be used as a model. The teacher evaluation as required by Ohio Revised Code:

- Provides for multiple evaluation factors, including student academic growth which shall account for fifty percent of each evaluation;
- Is aligned with the standards for teachers adopted under section 3319.61 of the Revised Code;
- Requires observation of the teacher being evaluated, including at least two formal observations by the evaluator of at least thirty minutes each and classroom walkthroughs;
- Assigns a rating on each evaluation conducted under sections 3319.02 and 3319.111 of the Revised Code in accordance with the following levels of performance: accomplished, skilled, developing, or ineffective.
- Requires each teacher to be provided with a written report of the results of the teacher's evaluation;
- Implements a classroom-level, value-added program developed by a nonprofit organization as described in division (B) of section 3302.021 of ORC;
- Identifies measures of student academic growth for grade levels and subjects for which the value-added progress dimension prescribed by section 3302.021 of the Revised Code does not apply;
- Provides for professional development to accelerate and continue teacher growth and provide support to poorly performing teachers; and
- Provides for the allocation of financial resources to support professional development.

It is our hope that districts and boards of education across the state will find this model useful in improving the assessment of teachers and in strengthening their professional growth.

Definition of Teacher Effectiveness

The scope of work of the Ohio Teacher Evaluation Writing Team during 2009-2010 included extensive study of model evaluation systems throughout the country. Many state systems were examined in depth (e.g., District of Columbia Public Schools, Delaware, New Mexico, Colorado) for a standards-based definition of teacher effectiveness. Research was supplemented by the work of Charlotte Danielson, Laura Goe, New Teacher Center, and Learning Point Associates.

After conducting extensive research, the following definition of teacher effectiveness was developed by educational practitioners in Ohio and is reinforced by Ohio's Standards for the Teaching Profession. Clearly the research supports the direct connection between effective teaching and high student achievement.

Inherent in this definition is the expectation that all students will demonstrate a minimum of one year of growth based on standard and reliable measures.

Effective teachers:

- Understand student learning and development, respect the diversity of the students they teach, and hold high expectations for all students to achieve and progress at high levels;
- Know and understand the content areas for which they have instructional responsibility;
- Understand and use varied assessments to inform instruction, and evaluate and ensure student learning;
- Plan and deliver effective instruction that advances the learning of each individual student;
- Create a learning environment that promotes high levels of student learning and achievement for all students;
- Collaborate and communicate with students, parents, other teachers, administrators and the community to support student learning; and
- Assume responsibility for professional growth and performance as an individual and as a member of a learning community.

Ohio Teacher Evaluation System (OTES) Model Organization

The OTES model is designed to provide support for the implementation of the Ohio State Board Of Education approved framework. It is representative of three years of committee work that includes a field test and pilot. This model is a professional growth model and is intended to be used to continually assist educators in improving teacher performance. This process is to be collaborative and in support of the teacher.

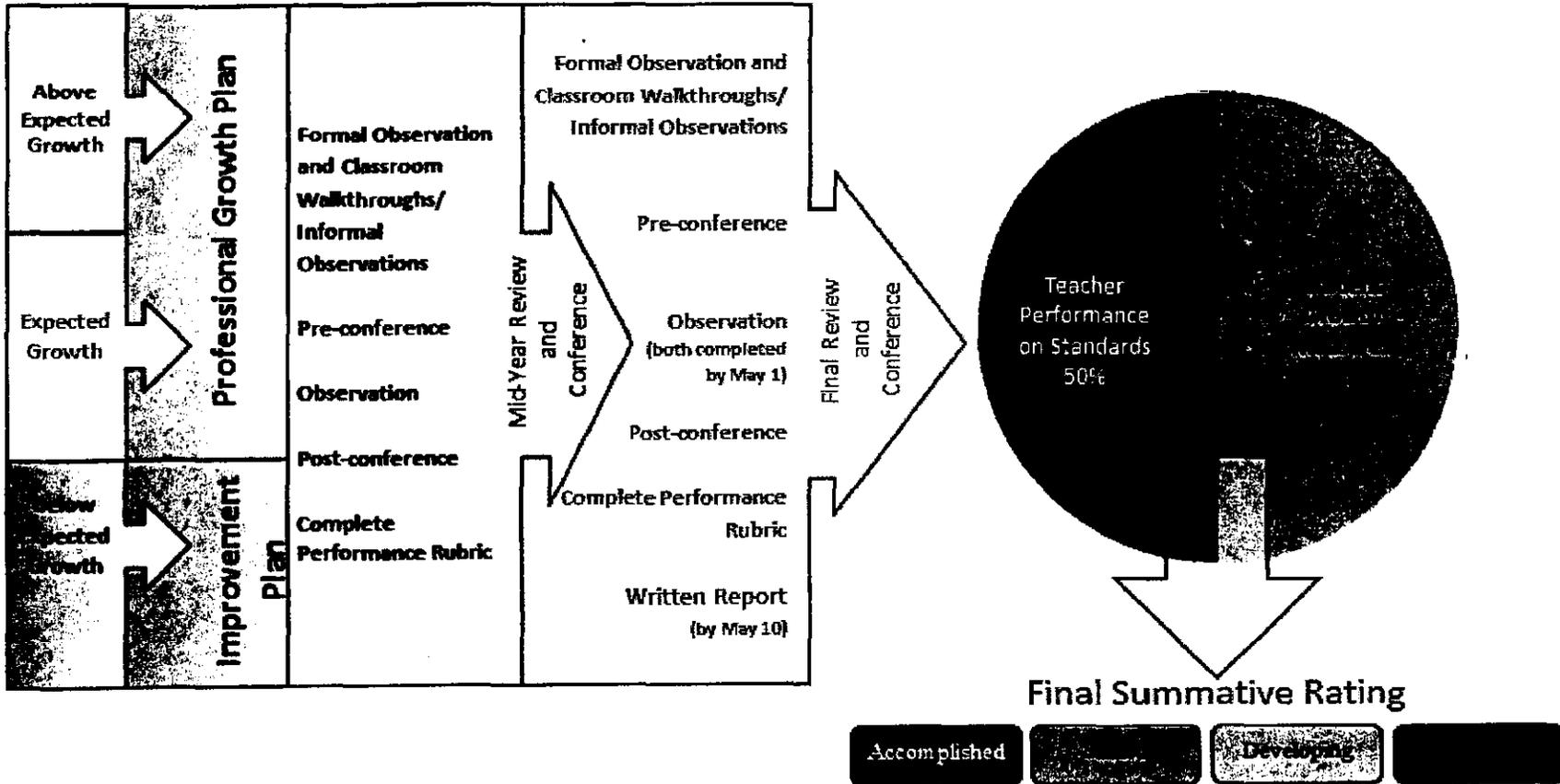
Information contained in this model is organized to address

- **Teacher Performance**
- **Student Growth Measures**
- **Implementing the OTES Model**
- **Appendix A: Teacher Performance Rubric**
- **Appendix B: Guidance on Combining Teacher Performance Measures**

Teacher Performance

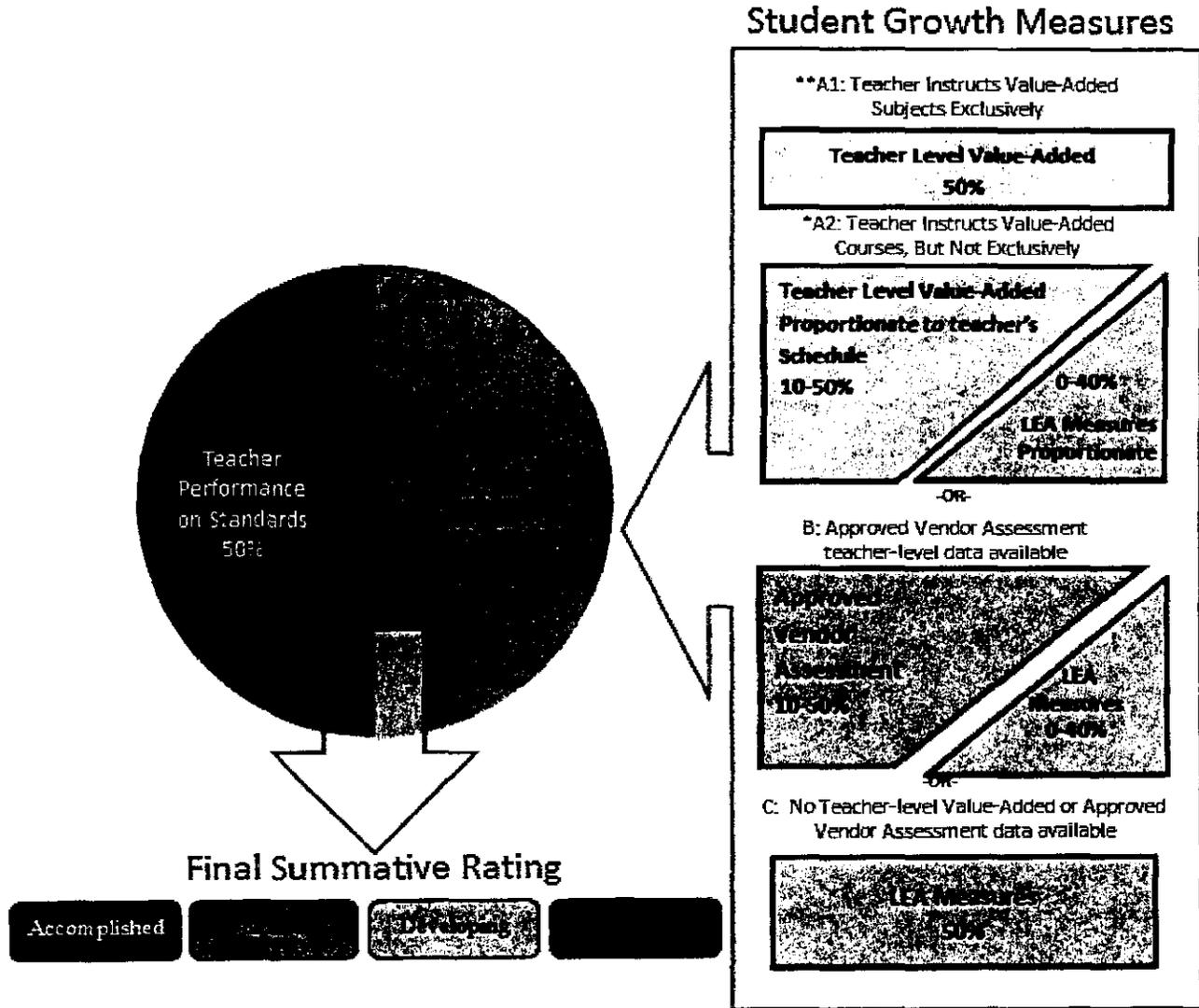
Teacher performance is determined by using a rating rubric (*Teacher Performance Evaluation Rubric*) consisting of indicators based on the *Ohio Standards for the Teaching Profession*. The evaluation process requires the evaluator to use evidence gathered in a variety of avenues (professional growth or improvement plan, observations, walkthroughs, and conferences) to determine a teacher performance rating.

Teacher Performance on Standards



Student Growth Measures

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



In Ohio’s LEAs the student growth component will be comprised of a combination of the following measures based on data availability and LEA decisions.

A	Teacher Value-Added	<ul style="list-style-type: none"> • MUST use if available <ul style="list-style-type: none"> ○ 10-50% if applicable ○ Phased-in implementation of reading and math, grades 4-8 ○ Extended reporting (other grades and subjects) being piloted • EVAAS Value-Added metric, aggregated across subject areas <ul style="list-style-type: none"> ○ 1-year report; or 2- or 3-year rolling average, based on availability
B	Vendor Assessments	<ul style="list-style-type: none"> • MUST use if LEA has assessment in place <ul style="list-style-type: none"> ○ 10-50% if applicable and no Value-Added data available • From ODE-Approved List <ul style="list-style-type: none"> ○ Vendors demonstrate how assessment can measure growth
C	LEA-Determined Measures	<ul style="list-style-type: none"> • MAY use: LEA decision (Teacher Groups A & B) <ul style="list-style-type: none"> ○ 0-40% if used in combination with Type One or Two measures • MUST use (Teacher Group C) <ul style="list-style-type: none"> ○ 50% if no Type One or Two data available • Three types of LEA-Determined Measures <ul style="list-style-type: none"> ○ Student Learning Objectives (SLOs) process for using measures that are specific to relevant subject matter. Measures for SLOs must be district-approved and may include: <ul style="list-style-type: none"> • District-approved, locally developed assessments • Pre/Post assessments • Interim assessments • Performance-based assessments • Portfolios ○ Shared attribution measures to encourage collaborative goals and may include: <ul style="list-style-type: none"> • Building or District Value-Added is recommended if available • Building teams (such as content area) may utilize a composite Value-Added score • Performance Index gains • Building or District-based SLOs ○ Teacher Group A (with Value-Added) may also use Vendor assessments as a LEA-determined measure if using both

The combination of measures within the OTES model will vary depending on the grades and subjects taught. The guidelines and further information given will be updated as research and best practices emerge to inform revisions. Please see the Ohio Department of Education webpage for more information. The combination of measures will fall into three categories: a) Teachers with Value-Added data available; b) Teachers with approved Vendor Assessment data available; c) Teachers with no teacher-level Value-Added or Approved Vendor Assessment data available. Some combinations of measures, based on LEA decisions, may include a shared attribution measure such as building level data.

Why measure student growth?

According to the National Comprehensive Center for Teacher Quality (NCCTQ), the focus on evaluating educators by measuring growth rather than attainment is fairer to teachers and principals whose students enter classrooms well below grade level. These measures have the potential to inform instruction, build stakeholder commitment, provide a critical dimension to the assessment of teacher effectiveness, and, most important, improve student performance across a broader set of expectations.

Important terms and definitions

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

Tested grades and subjects. The US Department of Education (ED) defines *“tested grades and subjects” as those covered by the state’s assessment under the ESEA* and *“non-tested grades and subjects” as those without such data*. Because the definition of student growth requires individual student achievement data from two or more points in time, this definition typically limits the tested grades and subjects to grades 4–10 in the subjects of English language arts and mathematics. In Ohio, this is limited to reading and math, grades 4-8.

Value-Added. In Ohio, Value-Added refers to the EVAAS Value-Added methodology. This is distinct from the more generic use of the term “value added” which can represent a variety of statistical modeling techniques. The Ohio, EVAAS Value-Added measure of student progress at the district and school level has been a component of the Ohio Accountability system for several years. Ohio’s Race to the Top plan provides for the expansion of Value-Added to the Teacher-level. Additionally, the EVAAS data reporting system has added several helpful features to help educators use this important data. Battelle for Kids (BfK) is providing professional development and other related services across the state.

Vendor Assessment. Ohio Revised Code requires the Department to “develop a list of student assessments that measure mastery of the course content for the appropriate grade level, which may include nationally normed standardized assessments, industry certification examinations, or end-of-course examinations” for grade levels and subjects for which the Value-Added measure does not apply (the “non-tested” grades). ODE released a Request for Qualifications (RFQ) whereby interested vendors could demonstrate qualifications. The List of approved assessments will be maintained and updated by ODE.

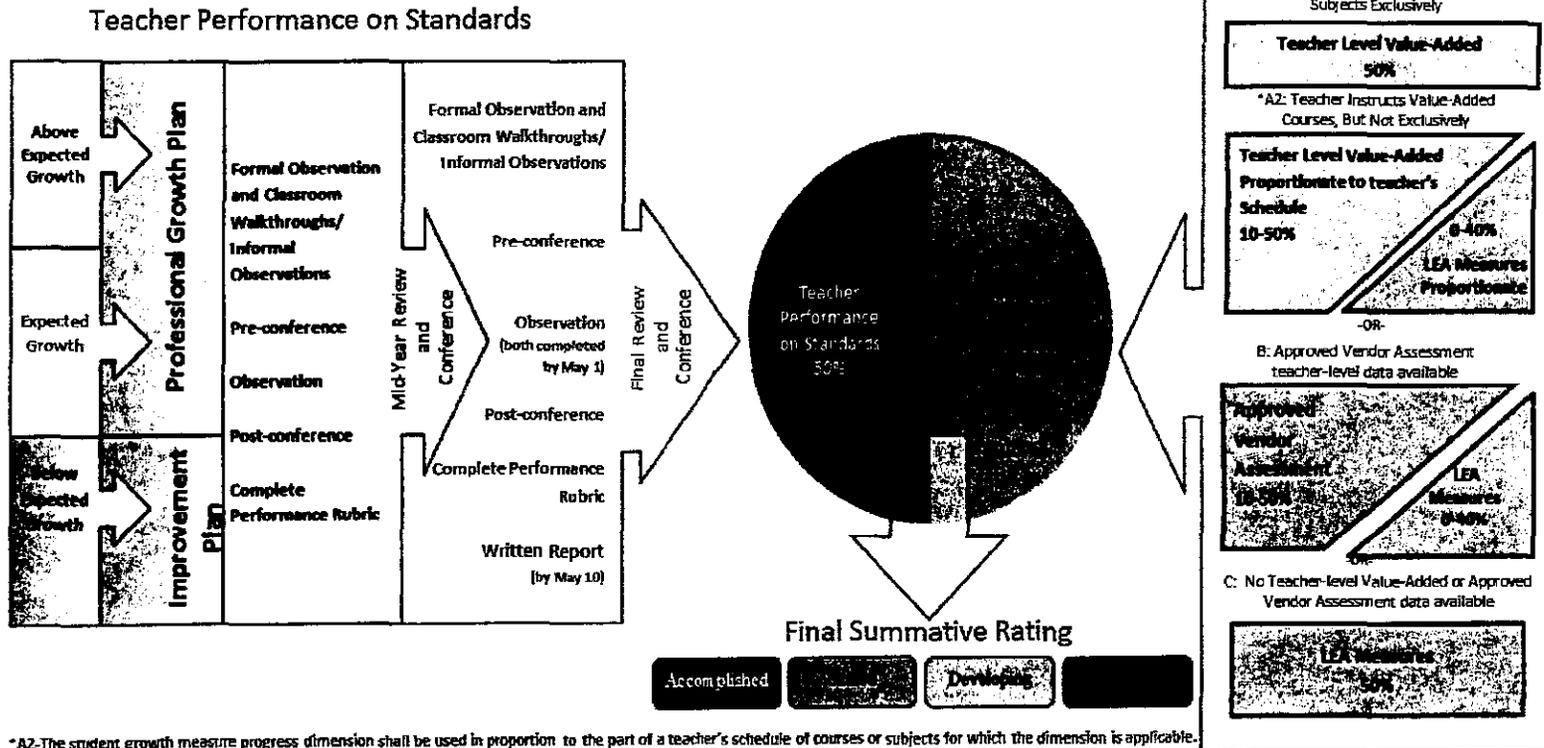
Student Learning Objectives (SLOs). SLOs are goals identified by a teacher or group of teachers that identify expected learning outcomes or growth targets for a group of students over a period of time. SLOs are determined by teachers after analyzing data on student academic performance and identifying areas in need of targeted effort for all students and subgroups of students. As a way to measure student growth, SLOs demonstrate a teacher’s impact on student learning within a given interval of instruction. Further, they enable teachers to use their own knowledge of appropriate student progress to make meaningful decisions about how their students’ learning is measured. As a collaborative process, SLOs also support teacher teams in their use of best practices.

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

Teacher Value-Added, by methodological definition, includes multiple measures on multiple levels. First, the EVAAS methodology incorporates students’ test histories (across all state-tested subjects) in determining growth metrics. Second, Value-Added creates effectiveness ratings for each tested grade and subject, as well as an aggregate composite rating. So for example and analogous to Value-Added on the Local Report Card, a 5th grade teacher may have a Value-Added rating for 5th grade math, a separate rating for 5th grade reading, and an overall composite rating. Third, the Value-Added metric will eventually roll into a three-year average so that multiple years of multiple measures are represented.

Teacher performance and student growth measures are combined in a summative teacher evaluation rating:

Ohio Teacher Evaluation System (OTES)



*A2-The student growth measure progress dimension shall be used in proportion to the part of a teacher's schedule of courses or subjects for which the dimension is applicable.

**A1- If a teacher's schedule is comprised only of courses or subjects for which value-added progress dimension is applicable: Until June 30, 2014, the majority (>25%) of the student academic growth factor of the evaluation shall be based on the value-added progress dimension. On or after July 1, 2014, the entire student academic growth factor of the evaluation shall be based on the value-added progress dimension.

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

		Teacher Performance			
		4	3	2	1
Student Growth	Exceeded	Developing			Developing
	Expected	Developing		Developing	Developing
	Below Expected	Developing	Developing	Developing	

*Pending state board adoption.

Requirements for Professional Growth Plan or Improvement Plan

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

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

Medium Amount of Autonomy

Professional Conversations and Progress Checks

As the teacher and evaluator work together during the formative assessment process, scheduled conferences should take place several times during the year to provide opportunities for professional conversation or direction about performance, goals, progress, as well as supports needed. During the year, the evaluator and teacher should discuss opportunities for professional development that evolve as a result of the evaluation process. The professional growth plan will be evaluated through indicators as described in the teacher performance rubric.

Professional Growth Plan

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

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

Improvement Plan

Improvement Plans are developed for a teacher by the evaluator in response to ineffective ratings in performance and/or student growth. The Improvement Plan is intended to identify specific areas for improvement of performance and for identifying guidance and support needed to help the teacher improve. [A plan of improvement may be initiated at any time during the evaluation cycle by the evaluator based on deficiencies in performance as documented by evidence collected by the evaluator.] District collective bargaining unit agreements should be consulted to determine additional conditions under which improvement plans are instituted.

When an improvement plan is initiated by an administrator, it is the responsibility of the administrator to:

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

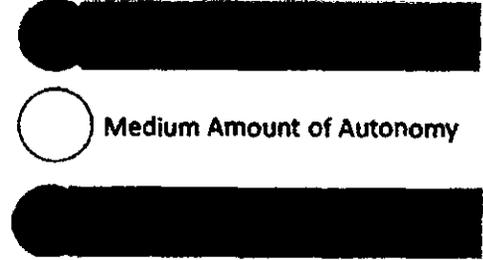
A reassessment of the educator’s performance shall be completed in accordance with the written plan (multiple opportunities for observation of performance). Upon reassessment of the educator’s performance, if improvement has been documented at an acceptable level of performance**, the regular evaluation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

*Local negotiated agreement requirements should be consulted when developing Professional Growth Plans and Improvement Plans.

Assessment of Teacher Performance

All teachers, at all stages of their careers, will be assessed on their expertise and performance—in the classroom and school setting. Teachers with above expected levels of student growth may choose their credentialed evaluator for the evaluation cycle. Teachers with expected levels of student growth will have input on their credentialed evaluator for the evaluation cycle. Teachers with below expected levels of student growth will be assigned the credentialed evaluator for the evaluation cycle. A credentialed evaluator is one who:

- possesses the proper certification/ licensure to be an evaluator or the LEA has deemed that peers may be evaluators
- has been approved as an evaluator by the local board of education
- has completed a state-sponsored OTES training
- has passed an online assessment using the OTES rubric.



The Formal Observation Process

Observations of teaching provide important evidence when assessing a teacher’s performance and effectiveness. As an evaluator observes a teacher engaging students in learning, valuable evidence may be collected on multiple levels. As part of the formal observation process, on-going communication and collaboration between evaluator and teacher help foster a productive professional relationship that is supportive and leads to a teacher’s professional growth and development. Based upon researched best practices, the formal observation process consists of a pre-conference, classroom observation (and walkthroughs), and a post-conference.

Pre-Conference: Planning and observation of classroom teaching and learning

At the Pre-Conference, the evaluator and teacher discuss what the evaluator will observe during the classroom visitation. Important information is shared about the characteristics of the learners and learning environment. Specific information is also shared about the objectives of the lesson, and the assessment of student learning. The conference will also give the teacher an opportunity to identify areas in which she/he would like focused feedback from the evaluator during the classroom observation. The communication takes place during a formal meeting and a record of the date(s) should be kept. The purpose of the pre-observation conference is to provide the evaluator with an opportunity to discuss the following:

- Lesson or unit objective(s)
- Prior learning experiences of the students
- Characteristics of the learners/learning environment
- Instructional strategies that will be used to meet the lesson objectives
- Student activities and materials
- Differentiation based on needs of students
- Assessment (data) collected to demonstrate student learning

NOTE: The teacher and evaluator should set a time for the formal observation to take place, and re-negotiate this scheduled date and time as necessary if the observation is not conducted as planned.

Formal Observation: Gathering evidence of teacher performance

Teachers will participate in a minimum of two formal observations. A formal observation consists of a visitation of a class period or the viewing of a class lesson. The observation should be conducted for an entire class period, lesson, or a minimum of 30 minutes. During the classroom observation, the evaluator documents specific information related to teaching and learning. Each formal observation will be analyzed by the evaluator using the *Teacher Performance Evaluation Rubric*. A narrative will then be completed by the evaluator to document each formal observation. The results of each formal observation are reviewed with the teacher during the post-observation conference. Formal observations will not include videotaping or sound recordings except with the written permission of the teacher.

Classroom walkthroughs are informal observations less than 30 minutes. These may occur frequently and may be unannounced.

Post-Conference: Reflection, reinforcement, and refinement

The purpose of the post-observation conference is to provide reflection and feedback on the observed lesson and to identify strategies and resources for the teacher to incorporate in lessons to increase effectiveness. Following the lesson, the teacher reflects on the lesson and how well the student learning outcomes were met. Professional conversations between the evaluator and the teacher during the Post-Conference will provide the teacher with feedback on the observed lesson, and may identify additional strategies and resources. The evaluator will make recommendations and commendations which may become part of the teacher’s professional development plan.

In general, the discussion between the evaluator and teacher needs to focus on how successful the lesson was (reinforcement), areas needing further support (refinement). Teachers may bring additional evidence that supports the lesson observed to share with the evaluator at the conference. The evaluator may consider these as evidence of student learning or evidence to support the teacher’s performance.

Combining Measures to Obtain a Holistic Rating

A strong teacher evaluation system calls for ongoing collaboration and honest conversation between teachers and their evaluators. The foundation of such a system is the transparent, two-way gathering and sharing of evidence that informs the teacher performance ratings at the end of the year. Some teacher behaviors are observable in the classroom while other evidence may include formal conferences, informal conversations, evidence of practice, and colleague, parent and student input. The model Ohio Teacher Evaluation System describes opportunities for teachers and evaluators to discuss evidence, build a common understanding of the teacher’s current practice, and identify areas for future growth. Regular check-ins also help evaluators manage the administrative burden of gathering and organizing evidence by sharing the responsibility with the teacher and encouraging evaluators to document teacher practices as they occur.

For suggested step-by-step guidance for evaluators to review and analyze multiple data points that inform teacher performance ratings, please see Appendix B: Using Evidence to Inform Holistic Performance Ratings.

- Suggestions for Conducting the Post-Conference**
1. Introduction/Greeting/Establish Length
 - Review Conference Process
 - General Impression Question
“How do you think the lesson went?”
 2. Reinforcing the Teacher
 - Identify an area of Reinforcement (ONLY one area)
 - Ask Self-Analysis Question
 - Provide evidence from notes
 3. Refining the Teacher’s Skill:
 - Identify an area of Refinement (ONLY one area)
 - Ask Self-Analysis Question
 - Provide evidence from notes
 - Give a recommendation for future practice
 4. Present evidence and rating connected to the rubric

Assessment of Student Growth

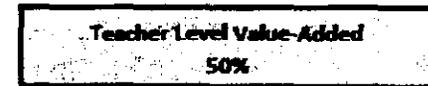
Student growth measures shall account for fifty percent (50%) of the teacher evaluation. For the purpose of use in the OTES model, student growth is defined as the change in student achievement for an individual student between two or more points in time. In Ohio's LEAs the student growth component will be comprised of a combination of two or more measures of Value-Added scores, Vendor-created assessments, and LEA determined student growth measures.

Three categories of teachers based on availability of Teacher Value-Added and LEA decisions

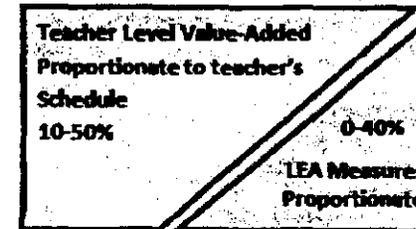
It is important to note that the combination of measures within this general framework will vary depending on the grades and subjects taught. There is not enough research yet to say which combination of measures will provide the most accurate and useful information about teacher effectiveness. Therefore, these guidelines shall be updated as research and best practices emerge to inform revisions. Subsequently, the specific student growth components will be divided into three categories for teachers based on the availability of Teacher Value-Added and LEA decisions:

As the teacher evaluation system is implemented and matures, LEAs may consider a phased-in, stepped approach in designing percentage breakdowns within categories. Some student growth data will be based on the previous year's results (due to testing schedules and evaluation requirements for evaluation schedule). The Value-Added metric will utilize a three-year average, which will itself mature on a rolling basis as LEAs implement teacher Value-Added on a phased-in schedule beginning in 2010-11.

****A1: Teacher Instructs Value-Added Subjects Exclusively**



A2: Teacher Instructs Value-Added Courses, But Not Exclusively



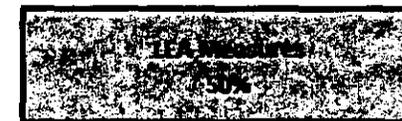
-OR-

B: Approved Vendor Assessment teacher-level data available



-OR-

C: No Teacher-level Value-Added or Approved Vendor Assessment data available



APPENDIX A

Teacher Performance Evaluation Rubric

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

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.
	ASSESSMENT DATA (Standard 3: Assessment) <i>Sources of Evidence:</i> Pre-Conference	<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>

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>
	<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's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.</p>	<p>The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.</p> <p>The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.</p>	<p>The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.</p> <p>The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.</p>	<p>The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information.</p> <p>The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans.</p> <p>The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.</p>

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

Instruction and Assessment		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p align="center">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>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>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>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>There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.</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>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>Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom.</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 transitions between learning activities, but occasionally loses some instructional time in the process.</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>Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.</p>
		<p>The teacher creates a learning environment that allows for little or no communication or engagement with families.</p>	<p>The teacher welcomes communication from families and replies in a timely manner.</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>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>Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.</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>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>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>

Instruction and Assessment		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p align="center">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 uses assessments to measure student mastery, but may not differentiate instruction based on this information.</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 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 rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion.</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 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 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>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 gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students.</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>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 does not provide students with feedback about their learning.</p>	<p>Students receive occasional or limited feedback about their performance from the teacher.</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 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>	

Professionalism					
		Ineffective	Developing	Skilled	Accomplished
PROFESSIONALISM	PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth) <i>Sources of Evidence:</i> Professional Development Plan or Improvement Plan; Pre-conference; Post-conference; daily interaction with others	The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues.	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.	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.	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.
		The teacher fails to understand and follow regulations, policies, and agreements.	The teacher understands and follows district policies and state and federal regulations at a minimal level.	The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds district policies and state and federal regulations.	The teacher meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom.
		The teacher fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.	The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.	The teacher sets data-based short- and long-term professional goals and takes action to meet these goals.	The teacher sets and regularly modifies short-and long-term professional goals based on self-assessment and analysis of student learning evidence.

Ohio Teacher Evaluation System Model

Implementing the OTES Model: Holistic Rating

Using Evidence to Inform Holistic Performance Ratings

Defining the Performance Ratings

In accordance with Ohio Revised Code 3319.112 the rubric describes four levels of teacher performance for each standard area. Each performance rating can also be described in more general terms, as a holistic rating of teacher performance:

<p>Ineffective:</p> <p>A rating of <i>Ineffective</i> indicates that the teacher consistently fails to demonstrate minimum competency in one or more teaching standards. There is little or no improvement over time. The teacher requires immediate assistance and needs to be placed on an improvement plan.</p>	<p>Developing:</p> <p>A rating of <i>Developing</i> indicates that the teacher demonstrates minimum competency in many of the teaching standards, but may struggle with others. The teacher is making progress but requires ongoing professional support for necessary growth to occur.</p>	<p>Skilled:</p> <p>A rating of <i>Skilled</i> indicates that the teacher consistently meets expectations for performance and fully demonstrates most or all competencies. This rating is the rigorous, expected performance level for most experienced teachers.</p>	<p>Accomplished:</p> <p>A rating of <i>Accomplished</i> indicates that the teacher is a leader and model in the classroom, school, and district, exceeding expectations for performance. The teacher consistently strives to improve his or her instructional and professional practice and contributes to the school or district through the development and mentoring of colleagues.</p>
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Teacher Evaluation relies on two key evaluation components: a rating of Teacher Performance and a rating of student academic growth, each weighted at fifty percent of each evaluation. The following guidance speaks to the Teacher Performance rating component, utilizing the state model Teacher Performance Evaluation Rubric.

The following is suggested step-by-step guidance for evaluators to review and analyze multiple data points that inform teacher performance ratings.

Step 1: Gather evidence

1a. Align evidence to each standard area. Group the evidence you have collected from time in the classroom, conferences and everyday interactions with the teacher into the ten standard areas of performance described by the Teacher Performance Evaluation Rubric.

1b. Be consistent in gathering, recording, and sharing detailed, factual evidence. Capture enough detail to accurately but succinctly describe the event, interaction, or behavior factually (without implied judgment or opinion in the recording). Share the form with teachers throughout the year so that the information can be used as a basis for changes in practice.

1c. Sort the evidence by standard area to determine where more information is needed. As the year progresses, holes in evidence coverage across standard areas may emerge. If the evidence collected is organized by standard area after each interaction, it will be automatically sorted by standard area and missing evidence will be apparent. Keep these standard areas in mind during future interactions with the teacher, since all standard areas are important for effective teaching practice.

Step 2: Issue a holistic performance rating

2a. Read all of the evidence collected up to that point within a standard area, looking for patterns. For example, if a teacher talks about wanting to improve an instructional technique in a pre-conference, demonstrates that technique in the first formal classroom observation and an informal classroom “walk-through” and asks for feedback on the technique in the post-conference, that teacher is displaying a pattern of devoting attention to a particular area of practice. Note these patterns and take them into consideration when issuing a rating.

2b. Compare the evidence and patterns to the performance descriptors. After becoming familiar with the rubric, start by re-reading all of the Skilled performance descriptors in a standard area. Does the evidence exemplify this level of performance? Whether yes or no, look at the Accomplished or Developing performance level descriptors as well, to decide if either of them better aligns with the available evidence. If the Developing descriptor seems to be an appropriate match to the evidence, also read the Ineffective descriptor carefully to consider whether any evidence is at this level.

2c. Repeat the process above for each standard area, and then consider patterns of performance across standard areas. Once you determine a rating for each standard area, based on the available evidence from multiple interactions, look at the larger picture of performance across all standard areas. Although all standard areas are important for effective teacher practice, you may find it appropriate to more strongly weight patterns of behavior in one standard area over another. For example, if the teacher demonstrates a pattern of Developing behavior in the standard areas of Classroom Environment and Resources but exhibits solidly Skilled patterns of behavior in the standard area of Knowledge of Students and Lesson Delivery, you may use your knowledge of the situation to make sense of this information, finding that performance in the former two areas inhibits performance in other areas. As another example, you may find that some of the lost instructional time observed within a classroom is offset by the teacher’s intense attention to individual student needs demonstrated throughout the class time and elsewhere. In a different case, however, you might observe that a pattern of classroom management issues such as lost instructional time is significant enough to overshadow the teacher’s skilled performance in other categories. The key point is that no one standard area of performance should be considered in isolation, but should be analyzed in relation to all other areas of performance.

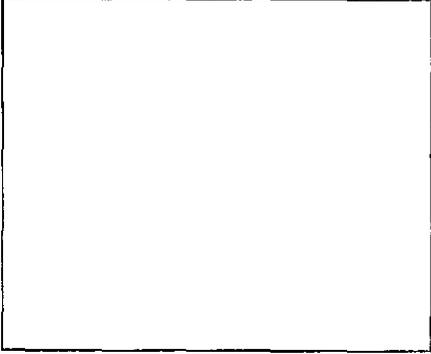
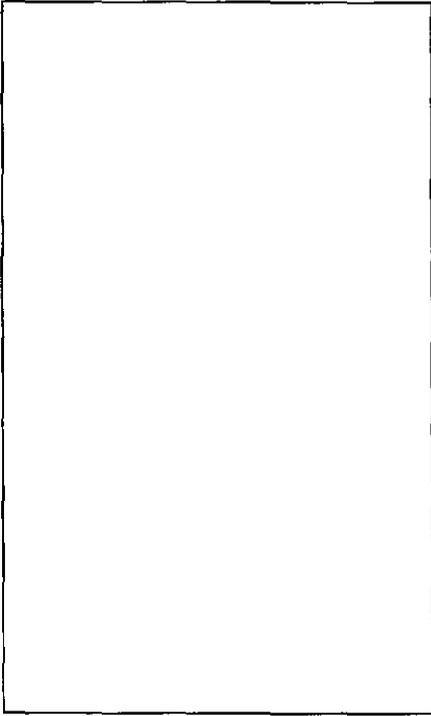
Step 3: Issue the end-of-year performance rating

3a. Consider all evidence from the year, paying attention to trends. In order to issue a teacher’s final performance rating for the year, return to the body of collected evidence rather than just the earlier standard area- or holistic ratings. Use the process outlined to reconsider the evidence in each standard area across the arc of the entire year, taking into account observations, all conferences, and daily interactions. During this step, it is particularly important to consider *trends* in the teacher’s performance over time. Was the teacher consistent in his or her practice, did he or she improve, or did the teacher decline in one or more areas? If a pattern of evidence in a particular standard area displays a trend of behavior or practice, the evaluator may consider placing more emphasis on the area improvement or decline.

3b. Consider minimum thresholds of competency. Flag any instance of an Ineffective rating as you prepare to issue the final performance rating. While the example of ineffective behavior should be examined within the entire context of the evidence collected for the teacher, consider that there are minimum thresholds of competency for each of the ten standard areas described in the Teacher Performance Evaluation Rubric. It is possible that a serious deficiency in one area can and should carry more weight than positive ratings in other areas. Rely on your professional judgment, supported by the evidence you have gathered, to decide if this evidence of ineffective practice is grounds to issue a final ineffective rating, taking into account how detrimental the displayed deficiency is to the teacher’s classroom, colleagues and school as a whole.

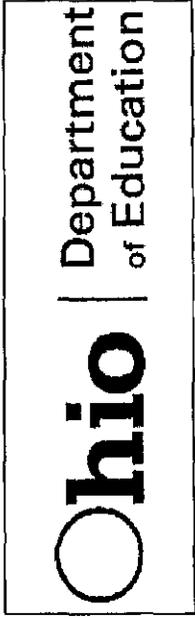
3c. Issue the final performance rating, summarize the supporting evidence, and offer areas of reinforcement and refinement. Complete the performance rating process by documenting the final teacher performance rating. Support your rating with evidence from formal and informal observations, artifacts provided by the teacher, and other appropriate evidence collected throughout the evaluation cycle. Provide succinct, targeted feedback on what professional growth needs to occur so that teachers have a clear understanding of the path to continuous growth and improvement and have concrete examples of supports that will help them improve practice.

Ohio Teacher Evaluation System



Resources

2012



RESOURCES

Self-Assessment

Professional Growth and Improvement Plans

Pre- and Post- Conference Sample Questions

Performance Rubric: Record of Evidence

Conducting a Walkthrough / Informal Observation

Post Conference Planning

Self-Assessment Summary Tool

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

Name _____

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 			
Standard 4: Instruction	<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 students 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 			
Standard 5: Learning Environment	<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 an environment that is conducive to learning for all students 			
Standard 6: Collaboration & Communication	<ul style="list-style-type: none"> • Clear and effective communication • Shared responsibility with parents/caregivers to support student learning • Collaboration with other teachers, administrators, school and district staff • Collaboration with local community agencies 			
Standard 7: Professional Responsibility and Growth	<ul style="list-style-type: none"> • Understanding of and adherence to professional ethics, policies and legal codes • Engagement in continuous, purposeful professional development • Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement 			

Professional Growth Plan

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

Self-Directed

Collaborative

Teacher

Evaluator

<p align="center">Annual Focus</p> <p align="center">These are addressed by the evaluator as appropriate for this teacher.</p>	<p>Date</p> <p>Record dates when discussed</p>	<p align="center">Areas for Professional Growth</p> <p align="center">supports needed, resources, professional development</p> <p>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</p> <p><i>Goal Statement:</i></p> <p><i>Evidence Indicators:</i></p>		
<p>Goal 2: Teacher Performance on the Ohio Standards for the Teaching Profession</p> <p><i>Goal Statement:</i></p> <p><i>Evidence Indicators:</i></p>		

Evaluator Signature

Date

Teacher Signature

Date

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

Improvement Plan

Teacher Name: _____

Grade Level/ Subject: _____

School year: _____ Building: _____

Date of Improvement Plan Conference: _____

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

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

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

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

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

Improvement Plan (continued)

Section 3: Specific Plan of Action

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

Actions to be Taken	Sources of Evidence that Will Be Examined

Section 4: Assistance and Professional Development

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

Date for this Improvement Plan to Be Evaluated:

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Improvement Plan: Evaluation of Plan

Teacher Name: _____

Grade Level/ Subject: _____

School year: _____ Building: _____

Date of Evaluation: _____

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

- Improvement is demonstrated and performance standards are met to a satisfactory level of performance*
- The Improvement Plan should continue for time specified:
- Dismissal is recommended.

Comments: Provide justification for recommendation indicated above and attach evidence to support recommended course of action.

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

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

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

Pre-Observation Planning and Lesson Reflection Resource Questions

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

INSTRUCTIONAL PLANNING**FOCUS (Standard 4: Instruction)**

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

ASSESSMENT DATA (Standard 3: Assessment)

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

PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS

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

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

KNOWLEDGE OF STUDENTS (Standard 1: Students)

- What should the evaluator know about the student population? (See *Data Measures Inventory for the Classroom*)

INSTRUCTION AND ASSESSMENT**LESSON DELIVERY (Standard 2: Content / Standard 4: Instruction)**

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

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

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

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

- What resources/materials will be used in instruction?
- How will technology be integrated into lesson delivery?

CLASSROOM ENVIRONMENT

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

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

ASSESSMENT OF STUDENT LEARNING

(Standard 3: Assessment)

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

PROFESSIONAL RESPONSIBILITIES**COLLABORATION AND COMMUNICATION (Standard 6)**

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

PROFESSIONAL RESPONSIBILITY AND GROWTH (Standard 7)

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

Teacher Performance Evaluation Rubric

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

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				
INSTRUCTIONAL PLANNING	ASSESSMENT DATA (Standard 3: Assessment) <i>Sources of Evidence:</i> Pre-Conference	<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				

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				

INSTRUCTIONAL PLANNING					
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's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.</p>	<p>The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.</p> <p>The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.</p>	<p>The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.</p> <p>The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.</p>	<p>The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information.</p> <p>The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans.</p> <p>The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.</p>
	Evidence				

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				
	<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				

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

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				

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				

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				

Classroom Walkthroughs / Informal Observation

An informal observation/ classroom walkthrough is a:

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

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

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

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

Guidelines for Informal Classroom Observations

Informally Observe All Teachers

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

Informally Observe As Often As You Can

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

Focusing on One or Two Areas

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

Make Time to Follow Up

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

Teacher Driven Observations

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

Types of Data

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

Informal Observation: General Form

Teacher Name: _____ Grade(s)/Subject Area(s): _____ Date: _____

Evaluator Name: _____ Time Walkthrough Begins: _____ Time Walkthrough Ends: _____

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

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

Evaluator Summary Comments:

Recommendations for Focus of Informal Observations:

Evaluator Signature: _____

Photocopy to Teacher

Informal Observation: Open-Ended Form

Teacher Name: Grade(s)/Subject Area(s): Date:

Evaluator Name: Time Walkthrough Begins: Time Walkthrough Ends:

TIMES	OBSERVATIONS

Evaluator Summary Comments:

Evaluator Signature:

Photocopy to Teacher

Post Conference Planning

- The goal for the conference leader is to cognitively coach the teacher through the use of reflective questions.
- Record 3 reflective questions you would ask the teacher aligned to the area of reinforcement.
 - 1.
 - 2.
 - 3.
- Record 3 reflective questions you would ask the teacher aligned to the area of refinement.
 - 1.
 - 2.
 - 3.

Four Key Elements of the Instructional Post-Conference

Conducting the Post-Conference: To be discussed at Day 3 Training prior to conducting the post-conference

1. Introduction/Greeting/Establish Length
 - Review Conference Process
 - General Impression Question
 - “How do you think the lesson went?”
2. Reinforcing the Teacher
 - Identify an area of Reinforcement (ONLY one area)
 - Ask Self-Analysis Question
 - Provide evidence from notes
3. Refining the Teacher’s Skill:
 - Identify an area of Refinement (ONLY one area)
 - Ask Self-Analysis Question
 - Provide evidence from notes
 - Give a recommendation for future practice
 -
4. Present evidence and rating connected to the rubric

Final Summative Rating of 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.

Teacher Signature ____ Date ____

Evaluator Signature ____ Date ____

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

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

Pre-Conference Sample Questions

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

FOCUS FOR LEARNING

(Standard 4: Instruction)

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

ASSESSMENT DATA

(Standard 3: Assessment)

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

PRIOR CONTENT KNOWLEDGE/ SEQUENCE/CONNECTIONS

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

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

KNOWLEDGE OF STUDENTS

(Standard 1: Students)

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

LESSON DELIVERY

(Standard 2: Content/Standard 4: Instruction)

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

DIFFERENTIATION

(Standard 1: Students/Standard 4: Instruction)

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

RESOURCES

(Standard 2: Content/Standard 4: Instruction)

- » What resources/materials will be used in instruction?
- » How will technology be integrated into lesson delivery?

CLASSROOM ENVIRONMENT

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

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

ASSESSMENT OF STUDENT LEARNING

(Standard 3: Assessment)

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

PROFESSIONAL RESPONSIBILITIES: COLLABORATION AND COMMUNICATION

(Standard 6)

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

PROFESSIONAL RESPONSIBILITIES: PROFESSIONAL RESPONSIBILITY AND GROWTH

(Standard 7)

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

Post-Conference Sample Questions

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

FOCUS FOR LEARNING

(Standard 4: Instruction)

- » What was the focus for the lesson?
- » Talk about the content that you hoped students would know and understand by the end of the lesson.
What skills did they demonstrate to you?
- » What standards were addressed in the planned instruction?
- » Why was this learning important?
- » How was the appropriateness of the goal communicated to students?
- » How did your stated goals fit into the unit, course and school goals?

ASSESSMENT DATA

(Standard 3: Assessment)

- » What assessment data was examined to inform the planning for the observed lesson?
- » What did pre-assessment data indicate about student learning needs?
- » What formal or informal techniques did you use to collect evidence of students' knowledge and skills?
- » How did your assessment data help you identify student strengths and areas of improvement?

PRIOR CONTENT KNOWLEDGE/ SEQUENCE/CONNECTIONS

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

- » What prior knowledge did students need and how did you connect that to their future learning?
- » How did this lesson connect to students' real-life experiences and/or possible careers?
- » How did it connect to other disciplines?

KNOWLEDGE OF STUDENTS

(Standard 1: Students)

- » How did this lesson demonstrate your familiarity with the students' background knowledge and experiences?
- » Talk about how this lesson was developmentally appropriate for your students.
- » What strategies did you plan for and implement to meet the needs of individual students?

LESSON DELIVERY

(Standard 2: Content/Standard 4: Instruction)

- » How were the goals for learning communicated to students?
- » What instructional strategies and methods were used to engage students and promote independent learning and problem solving?
- » What strategies were used to make sure all students achieve lesson goals?
- » How were content-specific concepts, assumptions and skills taught?
- » What questioning techniques did you use to support student learning?
- » How did you ensure this lesson was student led?

DIFFERENTIATION

(Standard 1: Students/Standard 4: Instruction)

- » How did the instructional strategies address all students' learning needs?
- » How did the lesson engage and challenge students of all levels?
- » How were developmental gaps addressed?
- » Why is it important to provide varied options for student mastery?

RESOURCES

(Standard 2: Content/Standard 4: Instruction)

- » What resources/materials were used in instruction?
- » How was technology integrated into lesson delivery?
- » How did students show ownership of their learning?

CLASSROOM ENVIRONMENT

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

- » How did the environment support all students?
- » How were different grouping strategies used?
- » How was safety in the classroom ensured?
- » How was respect for all modeled and taught?

ASSESSMENT OF STUDENT LEARNING

(Standard 3: Assessment)

- » How did you check for understanding during the lesson?
- » What specific products or demonstrations assessed student learning/achievement of goals for instruction?
- » How did you ensure that students understand how they are doing and support students' self-assessment?
- » How did you use assessment data to inform your next steps?
- » Why is it important to provide specific and timely feedback?

PROFESSIONAL RESPONSIBILITIES: COLLABORATION AND COMMUNICATION

(Standard 6)

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

PROFESSIONAL RESPONSIBILITIES: PROFESSIONAL RESPONSIBILITY AND GROWTH

(Standard 7)

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

DIFFERENTIATION

(Standard 1: Students/Standard 4: Instruction)

- » How did the instructional strategies address all students' learning needs?
- » How did the lesson engage and challenge students of all levels?
- » How were developmental gaps addressed?
- » Why is it important to provide varied options for student mastery?

RESOURCES

(Standard 2: Content/Standard 4: Instruction)

- » What resources/materials were used in instruction?
- » How was technology integrated into lesson delivery?
- » How did students show ownership of their learning?

CLASSROOM ENVIRONMENT

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

- » How did the environment support all students?
- » How were different grouping strategies used?
- » How was safety in the classroom ensured?
- » How was respect for all modeled and taught?

ASSESSMENT OF STUDENT LEARNING

(Standard 3: Assessment)

- » How did you check for understanding during the lesson?
- » What specific products or demonstrations assessed student learning/achievement of goals for instruction?
- » How did you ensure that students understand how they are doing and support students' self-assessment?
- » How did you use assessment data to inform your next steps?
- » Why is it important to provide specific and timely feedback?

PROFESSIONAL RESPONSIBILITIES: COLLABORATION AND COMMUNICATION

(Standard 6)

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

PROFESSIONAL RESPONSIBILITIES: PROFESSIONAL RESPONSIBILITY AND GROWTH

(Standard 7)

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

Educator Evaluation Timeline 2013-2014

Ohio Teacher Evaluation System (OTES)			
Timeline	Superintendent/Designee	Principal	Teacher
August/September	<u>eTPES</u> – <ul style="list-style-type: none"> • District options, complete set-up screens • Set SGM percentages for district teachers and principals • complete OTES Alignment Tool • Verify principal roster • Send access to principals 	<u>eTPES</u> - <ul style="list-style-type: none"> • Verify teacher roster • Send access to teachers <u>SGM/ eTPES</u> – <ul style="list-style-type: none"> • Review individual teacher categories (A,B,C) and modify if needed <u>Begin evaluation process -</u> <ul style="list-style-type: none"> • Growth Plan or Improvement Plan • Observation Cycle 1 begins 	<u>eTPES</u> – <ul style="list-style-type: none"> • Log into account <u>SGM/ eTPES</u> – <ul style="list-style-type: none"> • Teacher VA will be downloaded <u>Begin evaluation process –</u> <ul style="list-style-type: none"> • (Optional and private) complete Self-Assessment • Select evaluator if above expected student growth • Growth Plan or Improvement Plan • Observation Cycle 1 begins
October		<ul style="list-style-type: none"> • Observation/Walkthroughs Cycle 1 • Approve SLOs or Committee Approval of SLOs 	<ul style="list-style-type: none"> • Observation/Walkthroughs Cycle 1 • Submit SLOs for approval
November - April		<ul style="list-style-type: none"> • Observation/Walkthroughs Cycle 1 • Completion of Performance Rubric for Cycle 1 <hr style="border-top: 1px dashed black;"/> <ul style="list-style-type: none"> • Observation/Walkthroughs Cycle 2 • Completion of Performance Rubric for Cycle 2¹ 	<ul style="list-style-type: none"> • Observation/Walkthroughs Cycle 1 • Upload artifacts as applicable <hr style="border-top: 1px dashed black;"/> <ul style="list-style-type: none"> • Observation/Walkthroughs Cycle 2 • Upload artifacts as applicable
May		<ul style="list-style-type: none"> • Completion of Observation Rubrics by May 1 <u>eTPES-</u> <ul style="list-style-type: none"> • Determine holistic rating for each teacher's performance and enter • Enter and verify each teacher's local SGM • Complete/document Final Summative Rating for each teacher <ul style="list-style-type: none"> • Written report to teacher by May 10 	<ul style="list-style-type: none"> • Complete local SGM scoring and report to committee/principal
June	<ul style="list-style-type: none"> • Contract Renewal by June 1 • <u>eTPES</u> – Report aggregated teacher ratings to ODE 		

¹ The board must require at least three formal observations of each teacher who is under consideration for non-renewal and with whom the board has entered into a limited contract or an extended limited contract.

Ohio Principal Evaluation System (OPES)		
Timeline	Superintendent/Designee	Principal
August/September	<p><u>eTPES</u> –</p> <ul style="list-style-type: none"> District options, complete set-up screens Sign-off on OPES Rubric Alignment Verify principal roster Send access to principals <p><u>SGM/ eTPES</u> –</p> <ul style="list-style-type: none"> Review individual principal categories (A,B,C) and modify if needed <p><u>Begin evaluation process</u> –</p> <ul style="list-style-type: none"> Growth Plan or Improvement Plan Formative assessment (observation/walkthroughs) begins 	<p><u>eTPES</u> –</p> <ul style="list-style-type: none"> Log into account <p><u>SGM/ eTPES</u> –</p> <ul style="list-style-type: none"> Principal (building level) VA will be downloaded <p><u>Begin evaluation process</u> –</p> <ul style="list-style-type: none"> (Optional and private) complete Self-Assessment Growth Plan or Improvement Plan Formative assessment (observation/ walkthroughs) begins
October	<ul style="list-style-type: none"> Formative assessment Approve SLOs 	<ul style="list-style-type: none"> Formative assessment Submit SLOs for approval
November - April	<ul style="list-style-type: none"> Formative assessment 	<ul style="list-style-type: none"> Formative assessment Upload artifacts as applicable
May	<ul style="list-style-type: none"> Completion of Observation/Performance Rubrics² <p><u>eTPES</u> –</p> <ul style="list-style-type: none"> Determine and enter holistic rating for each principal's performance Enter and verify each principal's local SGM Complete/document Final Summative Rating for each principal Conduct final review and conference 	<ul style="list-style-type: none"> Complete local SGMs and report to superintendent
June	<ul style="list-style-type: none"> Contract Renewal by June 1 <u>eTPES</u> – Report aggregated principal ratings to ODE 	

² Annual evaluation of principals ORC 3319.02– One evaluation annually if contract is not due to expire. In a year an employee's contract is due to expire, at least a preliminary evaluation and a final evaluation shall be completed.

ADDENDUM B - INSURANCE POLICIES



**DeltaPreferred Option point-of-service USA
Summary of Dental Plan Benefits
For Group#0005630-9300, 9309
PREBLE SHAWNEE LOCAL SCHOOLS**

This Summary of Dental Plan Benefits should be read in conjunction with your Dental Care Certificate. Your Dental Care Certificate will provide you with additional information about your Delta Dental plan, including information about plan exclusions and limitations. In the event that you seek treatment from a dentist that does not participate in any of Delta Dental's programs, you may be responsible for more than the percentage indicated below.

Control Plan - Delta Dental Plan of Ohio

Benefit Year - January 1 through December 31

Covered Services -	DPO Member Dentist		DeltaPremier Dentist		Nonparticipating Dentist	
	Plan Pays	You Pay	Plan Pays	You Pay	Plan Pays	You Pay
Class I Benefits						
Diagnostic and Preventive Services - Used to diagnose and/or prevent dental abnormalities or disease (includes exams, cleanings and fluoride treatments)	100%		100%		100%	
Emergency Palliative Treatment - Used to temporarily relieve pain	100%		100%		100%	
Radiographs - X-rays	100%		100%		100%	
Antis - Used to prevent decay of pits and fissures of permanent back teeth	100%		100%		100%	
Class II Benefits						
Oral Surgery Services - Extractions and dental surgery, including preoperative and postoperative care	80%		80%		80%	
Endodontic Services - Used to treat teeth with diseased or damaged nerves (for example, root canals)	80%		80%		80%	
Relines and Repairs - Relines and repairs to bridges and dentures	80%		80%		80%	
Minor Restorative Services - Used to repair teeth damaged by disease or injury (for example, fillings)	80%		80%		80%	
Major Periodontics - Surgical services used to treat diseases of the gums and supporting structures of the teeth	80%		80%		80%	
Simple Periodontics - Non-surgical services used to treat diseases of the gums and supporting structures of the teeth	80%		80%		80%	
Periodontal Prophylaxes - Teeth cleaning by a specialist	100%		100%		100%	
Class III Benefits						
Major Restorative Services - Used when teeth can't be restored with another filling material (for example, crowns)	60%		60%		60%	
Prosthetic Services - Used to replace missing natural teeth (for example, bridges and dentures)	60%		60%		60%	
Class IV Benefits						
Orthodontic Services (no age limit) - Used to correct malposed teeth (for example, braces)	60%		60%		60%	

For more information on payment to Nonparticipating Dentists, please refer to your Plan Certificate.
The orthodontic age limitations are hereby waived for eligible Subscribers, spouses and dependent children.

1500
Life
Time
Plan

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www.consumer toolkit.com
May 23, 2007

- Oral exams, prophylaxes (cleanings), and fluoride treatment (no age limit) are payable twice per calendar year.
- Bitewing X-rays are a Covered Service and full mouth X-rays (which include bitewing X-rays) are payable once in any three-year period.
- Sealants are payable once per tooth per 36 months for the occlusal surface of permanent bicuspid and molars to age 14. The surface must be free from decay and restorations.
- Inlays are a Covered Service.
- Veneers are payable on upper and lower anterior teeth, including the bicuspid, once in any five-year period.
- Composite resin (white) restorations are covered services.
- Porcelain crowns are not Covered Services on posterior teeth.
- Occlusal guards are a benefit once every three months.
- Implants and related services are Covered Services.
- People with certain high-risk medical conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.

Having Delta Dental coverage makes it easy for our enrollees to get dental care almost everywhere in the world! You can now receive expert dental care when you're outside of the United States through our Passport Dental program. This program gives you access to the International SOS Assistance (I-SOS) worldwide network of dentists and dental clinics. English-speaking I-SOS operators are available around the clock to answer questions and help you schedule care. For more information, check our Web site or contact your benefits representative to get a copy of our Passport Dental information sheet.

Maximum Payment - \$1,500 per person total per benefit year on Class I, Class II and Class III Benefits. Delta Dental's payment for Class IV Benefits will not exceed a lifetime maximum of \$1,500 per eligible person.

Deductible - \$25 deductible per person total per benefit year limited to a maximum deductible of \$50 per family per benefit year on Class II and Class III Benefits. The deductible does not apply to Class I Benefits, periodontal prophylaxes or Class IV Benefits.

The deductible met under the previous carrier for the period January 1, 2007 through June 30, 2007 will be applied to the 2007 calendar year deductible with Delta Dental. The subscriber may be required to provide Delta Dental with some documentation of the deductible met under the previous carrier.

Any expenses incurred by an eligible person for covered services during the last three months of a benefit year and applied to the deductible for that benefit year will also be applied to the deductible for the following benefit year.

Waiting Period - Coverage for eligible employees who are actively at work is effective on the date specified by the employer. **Dependent(s) effective date:** Eligible dependent(s) will become covered under the Plan on the later of the dates listed below, provided the employee has enrolled them in the Plan within thirty (30) days of meeting the Plan's eligibility requirements. The date the employee's coverage becomes effective. The date the dependent is acquired, provided any required contributions are made and the employee has applied for dependent coverage within thirty (30) days of the date acquired. Newborn children shall be covered from birth, regardless of confinement, provided the employee has applied for dependent coverage within thirty (30) days of birth. Coverage for a newly adopted child shall be effective on the date the child is placed for adoption, provided the employee has applied for dependent coverage within thirty (30) days of placement.

Eligible People - All regular employees as determined by the employer, shall be eligible to enroll for dental coverage under this plan. Preble Shawnee Local Schools (9300) and Preble Shawnee Local Schools COBRA (9309)

Also eligible at your option are your legal spouse, your unmarried dependent children to the end of the calendar year in which they turn 19, and your dependent unmarried children to the end of the calendar year in which they turn 24 if a full-time student or eligible to be claimed by you as a dependent under the U.S. Internal Revenue Code during the current calendar year.

If you and your spouse are both eligible under this contract, you may be enrolled as both a Subscriber on your own application card and as a dependent on your spouse's application card. Your dependent children may be enrolled on both application cards as well. Delta Dental will coordinate benefits. Unless this is a Section 125 plan, Subscribers and their dependents who enroll in the dental plan are required to remain enrolled for a minimum of 12 months. Any Subscriber or dependent who drops the dental plan may not re-enroll at a later date. If this is a Section 125 plan, an election may be revoked or changed at any time if the change is the result of a change in family status as defined under Internal Revenue Code Section 125. The Employer and Subscriber may share the cost of this plan.

Benefits generally will cease on the last day of the month in which the employee is terminated or a dependent loses eligibility.

Customer Service Toll-Free Number: 800-524-0149
 www.consumer toolkit.com
 May 23, 2007

Your Anthem Benefits



**Preble County Schools – Preble Shawnee Local Schools HD
Blue AccessSM (PPO)**

Core Plan

Summary of Benefits, Effective 9/1/2011

Covered Benefits	Network	Non-Network
Deductible (Single/Family) <i>(Applies only to percent (%) copayments)</i>	\$1,000/\$2,000	\$2,000/\$4,000
Out-of-Pocket Maximum (Single/Family)	\$2,000/\$4,000	\$4,000/\$8,000
Physician Office Services Including Office Surgeries, allergy serum and Injections ¹ • Allergy testing	\$20 20%	40% 40%
Preventive Care Medical History Mammography ¹ , Pelvic Exams, Pap testing and PSA tests Immunizations ¹ Annual diabetic eye exam Annual Vision and Hearing exams	\$20	40%
Outpatient Physical Medicine Therapies (Combined Network & Non-Network limits apply) Physical/Occupational therapy: 30/30 visit limit Spinal manipulations: 12 visit limit Speech therapy: 50 visit limit	Copayments based on place of service	Copayments based on place of service
Inpatient Services Unlimited days except for: 60 days Network/Non-Network combined for physical medicine/rehab 180 days Network/Non-Network combined for skilled nursing facility	20%	40%
Outpatient Surgery Hospital/Alternative Care Facility	20%	40%
Other Outpatient Services Hospital/Alternative Care Facility	20%	40%
Inpatient and Outpatient Professional Charges	20%	40%
Home Care Services 30 visits non-network limit for Home Care, excludes IV therapy	20%	40%
Hospice Services	20%	20%
Emergency and Urgent Care: Emergency Care in Emergency Room <i>(covers all services, copayment waived if admitted, than inpatient copayment applies)</i> Urgent Care Facility	\$100 \$50	\$100 \$50
Ambulance Services	20%	20%
Maternity Services	20%	40%
Behavioral Health Services: Mental Illness and Substance Abuse² • Inpatient Facility Services • Inpatient Professional Services • Physician Home and Office Visits (PCP/SCP) Other Outpatient Services, Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional	20% 20% No Cost Share No Cost Share	40% 40% 40% 40%
Lifetime Maximum (Combined Network and Non-Network)	Unlimited	Unlimited

Covered Benefits	Network	Non-Network
Human Organ and Tissue Transplants except Kidney and Cornea transplants ³	Covered in full	50%
Medical Supplies, Equipment and Appliances	20%	40%
Prescription Drug Options ^{4a} :		
Network Retail Pharmacies: (30-day supply) Includes diabetic test strip	\$12 gen form/\$24 brand form 50% brand non form (min \$40, max \$80)	50%, min \$40
Anthem Rx Direct Mail Service: (90-day supply) Includes diabetic test strip	\$24 gen form/\$48 brand form \$80 brand non form	Not covered

Notes:

- All deductibles and copayments apply toward the Out-of-Pocket Maximum (except prescription drug, human organ and tissue transplants, excluding kidney and cornea, and flat dollar copayments for Preventive Care, Physician Office Services and Urgent Care).
- Deductible(s) apply only to covered services listed with a percentage (%) copayment excluding prescription drugs and allergy testing (Network). Deductible(s) do apply to allergy testing on Silver Plans.
- Network and Non-network deductibles, copayments and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent age: to the end of the calendar year in which the child attains age 26.
- Certain diabetic and asthma supplies are covered in full at network pharmacies except diabetic test strips.
- ¹ These covered services are covered in full if you have a flat dollar copayment and if rendered without an office visit.
- ² Mental health/substance abuse must be authorized by the mental health administrator for services to be covered at the highest benefit level. Refer to Schedule of Benefits for limitations.
- ³ Kidney and Cornea are treated the same as any other illness and subject to the medical benefits and lifetime maximum.
- ^{4a} Rx non-network diabetic/asthma supplies not covered except diabetic test strips.
- ^{4b} If applicable, all prescription drug expenses (Network/Non-network, Retail/Mail-service combined) apply to the per household deductible. Once the deductible is met, the appropriate copayment applies.

Pre-certification:

- Members are encouraged to always obtain prior approval when using non-network providers. Pre-certification will help avoid any unnecessary reduction in benefits for non-covered or non-medically necessary services.

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

Your Anthem Benefits



**Preble County Schools – Preble Shawnee Local Schools
Blue AccessSM (PPO)**

High Option

Summary of Benefits, Effective 9/1/2011

Covered Benefits	Network	Non-Network
Deductible (Single/Family) <i>(Applies only to percent (%) copayments)</i>	None	\$300/\$600
Out-of-Pocket Maximum (Single/Family)	\$500/\$1,000	\$1,000/\$2,000
Physician Office Services Including Office Surgeries, allergy serum and injections ¹ • Allergy testing	\$10 Covered in full	20% 20%
Preventive Care Medical History Mammography ¹ , Pelvic Exams, Pap testing and PSA tests Immunizations ¹ Annual diabetic eye exam Annual Vision and Hearing exams	\$10	20%
Outpatient Physical Medicine Therapies (Combined Network & Non-Network limits apply) Physical/Occupational therapy: 30/30 visit limit Spinal manipulations: 12 visit limit Speech therapy: 50 visit limit	Copayments based on place of service	Copayments based on place of service
Inpatient Services Unlimited days except for: 60 days Network/Non-Network combined for physical medicine/rehab 180 days Network/Non-Network combined for skilled nursing facility	Covered in full	20%
Outpatient Surgery Hospital/Alternative Care Facility	Covered in full	20%
Other Outpatient Services Hospital/Alternative Care Facility	Covered in full	20%
Inpatient and Outpatient Professional Charges	Covered in full	20%
Home Care Services 30 visits non-network limit for Home Care, excludes IV therapy	Covered in full	20%
Hospice Services	Covered in full	Covered in full
Emergency and Urgent Care: Emergency Care in Emergency Room <i>(covers all services, copayment waived if admitted, then inpatient copayment applies)</i> Urgent Care Facility	\$50 \$35	\$50 \$35
Ambulance Services	Covered in full	Covered in full
Maternity Services	Covered in full	20%
Behavioral Health Services: Mental Illness and Substance Abuse² • Inpatient Facility Services • Inpatient Professional Services • Physician Home and Office Visits (PCP/SCP) Other Outpatient Services, Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional	 Covered in full Covered in full Covered in full Covered in full	 20% 20% 20% 20%
Lifetime Maximum (Combined Network and Non-Network)	Unlimited	Unlimited

Covered Benefits	Network	Non-Network
Human Organ and Tissue Transplants except Kidney and Cornea transplants ³	Covered in full	50%
Medical Supplies, Equipment and Appliances	20%	40%
Prescription Drug Options**:		
Network Retail Pharmacies: (30-day supply) Includes diabetic test strip	\$8 gen form/\$15 brand form \$25 non-form generic/brand	50%, min \$30 ⁴
Anthem Rx Direct Mail Service: (90-day supply) Includes diabetic test strip	\$16 gen form/\$30 brand form \$50 non-form generic/brand	Not covered

Notes:

- All deductibles and copayments apply toward the Out-of-Pocket Maximum (except prescription drug, human organ and tissue transplants, excluding kidney and cornea, and flat dollar copayments for Preventive Care, Physician Office Services and Urgent Care).
 - Deductible(s) apply only to covered services listed with a percentage (%) copayment excluding prescription drugs and allergy testing (Network). Deductible(s) do apply to allergy testing on Silver Plans.
 - Network and Non-network deductibles, copayments and out-of-pocket maximums are separate and do not accumulate toward each other.
 - Dependent age: to the end of the calendar year in which the child attains age 26.
 - Certain diabetic and asthmatic supplies are covered in full at network pharmacies except diabetic test strips.
 - These covered services are covered in full if you have a flat dollar copayment and if rendered without an office visit.
 - ¹ Mental health/substance abuse must be authorized by the mental health administrator for services to be covered at the highest benefit level. Refer to Schedule of Benefits for limitations.
 - ³ Kidney and Cornea are treated the same as any other illness and subject to the medical benefits and lifetime maximum.
 - ⁴ Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.
- **If applicable, all prescription drug expenses (Network/Non-network, Retail/Mail-service combined) apply to the per individual deductible. Once the deductible is met, the appropriate copayment applies.

Pre-certification:

- Members are encouraged to always obtain prior approval when using non-network providers. Pre-certification will help avoid any unnecessary reduction in benefits for non-covered or non-medically necessary services.

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.