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MASTER AGREEMENT

BETWEEN

*EASTERN LOCAL
EDUCATION ASSOCIATION*

AND

*EASTERN LOCAL BOARD OF
EDUCATION*

September 1, 2013 thru August 31, 2016

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ARTICLE 1

DOCUMENT GOVERNING COLLECTIVE BARGAINING

- 1.01** The Eastern Local Board of Education, hereinafter the "District", hereby recognizes the Eastern Local Education Association OEA/NEA-Local, hereinafter the "Association" as the sole and exclusive bargaining representative, for all professional, non-supervisory personnel both full and part time under contract, employed by the District performing by way of illustration only but not limited to, classroom teachers (K-12, special, vocational, and full-time substitutes, guidance counselor(s), librarian(s), school nurse(s), coordinators, department heads, athletic director, and head teachers. Coordinators shall be defined as certified/licensed staff dealing directly with curriculum, classroom instruction and student education including by way of illustration Title I Coordinator, Local District Coordinator and Drug Free Schools Coordinator. The Association recognizes that the Superintendent, Principals, and other supervisory or Administrative personnel as defined in Chapter 4117 Ohio Revised Code, non-certified/licensed staff and those coordinators whose duties do not require teaching certification/licensure or who have duties which are related to classified employee supervision or technology are excluded from the bargaining unit. The Board recognizes that the Association representation will include any newly-created bargaining unit positions. This recognition shall continue for the duration of this contract.
- 1.02** It is agreed by both parties that all employees have the right to join or not to join any local or state organization. Membership in any such organization, or payment of any dues, fees, or assessments to any such organization(s) shall not be required as a condition of employment, nor shall any such membership or payment be involuntarily imposed upon any employee by any term of this Agreement.

ARTICLE 2 **ACADEMIC FREEDOM**

- 2.01** The teachers, administrators, and the Board of Education seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and responsibility to society, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere in which academic freedom for teacher and student is encouraged.
- 2.02** Academic freedom may be defined as the right of qualified scholars in their own field of expertise to pursue the search for truth in its many forms, and to make public their methods and findings. It is the right of qualified teachers to encourage freedom of discussion of questions in the classroom, and to develop in the students a love of knowledge and a desire to search for truth. The teachers should keep in mind that academic freedom is not a guaranteed political right, but rather a necessary condition for the successful practice of the academic profession in a free society.

- 2.03 The application of the principle of academic freedom at the elementary-secondary school level involves considerations that are not always equally present in a college or university setting. The teachers should take into account the relative immaturity of their students, and the need for guidance and help in studying the issues and arriving at balanced views. The teacher should also recognize that academic freedom presupposes the teacher to be a qualified scholar in the problem area being considered, and that the general introductory nature of elementary and secondary education makes it difficult for a teacher to be truly expert in everything he or she teaches.
- 2.04 While the Board intends to protect teachers from any censorship or restraint that interferes with their obligation to pursue truth in fulfilling their classroom duties, it also expects that controversial issues will be presented in a fair and unbiased manner, and that the maturity and intellectual grasp of the students will be taken into account. It is recognized that bargaining unit members have the direct responsibility in educating the students of the Eastern Local School District, it is equally recognized by the Board and the Association that Eastern Local School Board has the final authority and responsibility to determine and approve the educational curriculum of the school district. Teachers shall participate in the development of curriculum but under no circumstances shall any individual or group of individual bargaining unit members have the right to supersede the Board's responsibility and authority.
- 2.05 Academic freedom shall be guaranteed to teachers within the confines of existing state statutes and the Constitution of the United States.

ARTICLE 3 **NEGOTIATIONS PROCEDURES**

3.01 **Notification**

If either of the parties desires to commence bargaining, as per ORC 4117.03(A 4), it shall notify the other party in writing at least sixty (60) but no more than ninety (90) calendar days prior to the expiration of the contract.

3.02 **Negotiation Meetings**

- A. Within twenty (20) calendar days of written notification of intent to bargain, an initial meeting shall be held between the parties. All proposals shall be submitted in writing at the first meeting. After the first meeting, no new proposals shall be submitted by either party unless by mutual agreement.
- B. Topical listings of items proposed for negotiations (i.e., "laundry lists") shall not constitute a proposal.
- C. Meetings shall be scheduled with the least interruption of work schedules. All meetings, including mediation, shall be in executive session. Other rules for conducting negotiations procedures which are deemed necessary and not covered by this procedure shall be discussed and agreed upon at the first meeting.

3.03 Negotiations Time Limits

- A. Items under negotiation must be fully discussed and resolved to the mutual satisfaction of both parties within forty-five (45) calendar days of the first scheduled meeting. However, if both parties agree, extensions of time for negotiations may be granted. If no agreement is reached, the mutually agreed upon dispute resolution procedure outlined in this document shall be implemented.
- B. Any time limits established under this Article may be modified by mutual agreement of both parties.
- C. Days shall mean calendar days unless specified otherwise.

3.04 Representation

Each team shall limit its representation to no more than six (6) members including the Board and/or Union Representatives. Each team shall designate a chief spokesperson who shall make verbal responses for his team members and be responsible for signing any tentative agreements. Once an Article has been tentatively agreed to, it shall be initialed by the Chief Spokespersons of both teams and removed from further bargaining, including mediation.

3.05 Information

The parties agree that, during negotiations, the Board will provide the Association, upon written request and within a reasonable time period, regularly and routinely prepared public information for the development and evaluation of proposals. Access to such information in such form as it exists constitutes compliance with this provision and neither party is obligated to develop data or information not in existence or to rework, redraft, summarize, compute or otherwise develop data or information in other than its existing form. Any costs incurred as a result of supplying such information shall be paid by the Association.

3.06 While Negotiations Are in Progress

- A. While negotiations are in progress, there will be no public releases of information to the media unless agreed upon by both parties or unless a ten (10) day strike notice has been filed with SERB. When releases are agreed upon, said releases shall be in writing and both parties shall approve the release prior to its dissemination.
- B. Both parties may issue progress reports to their members so as to keep their members informed with respect to the progress of negotiations.
- C. It shall be the responsibility of both parties to inform their respective members that all progress reports are confidential.

3.07 Mutually Agreed Upon Dispute Resolution Procedure

If after forty-five (45) calendar days from the first negotiation session, agreement has not been reached on all items under negotiation, either party may call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations. If either party calls for FMCS involvement, the other party shall join in the request.

3.08 Agreement Procedure

When final agreement is reached through negotiations, the tentative agreements shall be reduced to writing and submitted to the Association for ratification. Following ratification by the Association, the contract shall be submitted to the Board. Upon adoption by the Board, the contract shall be signed by both parties. Costs of preparing the contract shall be borne equally by the Board and the Association. The Association shall receive eighty (80) copies and the Board twenty (20). It shall be the responsibility of the Association to distribute copies of the contract to all bargaining unit members.

ARTICLE 4 **ASSOCIATION RIGHTS**

4.01 The Association shall have the right to use school building(s) without charge for Association meetings during non-school day hours except as restricted below: Application for use must be made within twenty-four (24) hours of the proposed meeting; Association meetings shall not interfere with scheduled building activities; Association use of the school building(s) shall be according to the regulations established by the Board. Any custodial over-time costs and/or additional costs resulting from Association negligence or misuse of the building(s) shall be reimbursed by the Association to the Board Treasurer within five (5) calendar days of any meeting(s) held for which such costs were incurred.

4.02 The Association shall have the right to make Association announcements at building-faculty meetings as follows: (1) a minimum of three (3) minutes for such announcements at the conclusion of an after-student-contact-time, scheduled teacher work day or (2) a maximum of one (1) minute or less when such meetings are scheduled prior to the student's school day.

4.03 Association Officers shall have the right to use Board owned equipment at Association expense. Such usage shall only be during non-student contact time and shall not interfere with or interrupt school district operations. If, through misuse or carelessness in the operation of such Board owned equipment, repairs need to be made or the equipment needs to be replaced because it is inoperable, the Association shall pay for such repair or replacement.

4.04 The Association shall have the right to use the inter-school mail system provided that such use incurs no cost and/or liability (liabilities) to the Board.

- 4.05 The Board agrees to furnish the Association with bulletin board space in each school building to be used by the Association for the posting of Association-related notices. All items so posted will bear the signature of the Association President. The location of said bulletin board space shall be designated by the Board.
- 4.06 Bargaining unit members shall have the right to use school telephones and office personnel shall assist in placing long distance calls when such phones are not otherwise in use or when such usage would not interfere with the normal operations of the school district. Should the bargaining unit member use the school districts telephone for personal long distance call(s), the member shall record the date of the call and the phone number(s) on the designated log sheet at the school. The Association and/or bargaining unit member(s) shall be responsible for all personal long-distance telephone charges and shall reimburse the Board Treasurer for such charges upon notification of such charge. A telephone station or extension shall be placed in each teacher's lounge.
- 4.07 The Association President shall receive at least 24-hour advance notification of all regular and special Board meetings and an advance copy of the Board's agenda of such regular and special Board meetings including the monthly financial report, if such is available. Such agenda shall be sent to the Association President by inter-school mail. During the summer, the Superintendent's office shall notify the President and make the agenda available at the Board Office. Minutes of the Board meetings shall be provided to the Association President upon approval of the Board of Education. .
- 4.08 The Association President will be provided with the names, mailing address and telephone numbers (unless unlisted) of all new bargaining unit members at least one week prior to the first scheduled work day.
- 4.09 Fair Share Fee
- A. Payroll Deduction of Fair Share Fee
- The employer shall cause to be deducted from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, except those employees who were not members and did not join the Association prior to October 1, 2003, a fair share fee for the Union's representation of such non-members. (No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Union's work in the realm of collective bargaining.)
- B. Notification of the Amount of Fair Share Fee
- Notice of the amount of the annual fair share fee, (which shall not be more than 100% of the unified dues of the Union), shall be transmitted by the Union to the Business Manager of the Board prior to the first payroll of each contract year, during the term of this contract for the purpose of determining amounts to be payroll-deducted, and all amounts deducted shall be promptly transmitted in the same manner as union dues.

C. Schedule of Fair Share Fee Deductions

Payroll deduction of such annual fair share fees shall commence on the first pay date, which occurs on or after January 15th annually and shall continue to be deducted in equal installments for the remainder of the contract year. In the case of unit employees newly hired after the beginning of the contract year, the payroll deduction shall commence on the first pay date on or after the later of:

1. the first pay date of the employee
2. January 15th

D. Procedure for Rebate

The Union represents to the employer that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Union and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

E. Entitlement to Rebate

Upon timely demand, non-members may apply to the Union for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Union.

F. Non-deduction of Fair Share Fee

The employer will be relieved from causing the deduction of Fair Share Fee from an employee upon the employee's:

- 1) termination from employment
- 2) transfer to a non-bargaining unit position
- 3) placement on a unpaid leave of absence
- 4) no longer receiving a paycheck

ARTICLE 5

MANAGEMENT RIGHTS

5.01 The parties acknowledge that during the negotiations which resulted in this agreement, each has had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The parties agree that this agreement constitutes the entire contract between them and settles all demands and issues, on all matters submitted by the parties. The Eastern Local Board has the sole and exclusive right to make all decisions relevant to the conduct and management of the schools as prescribed by law and as set forth in Ohio Revised Code 4117. All prior negotiated agreements not contained herein, and all past practices, rules or regulations not contained herein shall not be binding upon the parties to this agreement.

ARTICLE 6

GRIEVANCE PROCEDURE

6.01 Definitions

- A. A grievance is defined as an alleged violation, misinterpretation or misapplication of a written provision of the Agreement between the Association and the Board.
- B. A grievant shall mean a bargaining unit member(s) or the Association alleging that some violation, misinterpretation, or misapplication of the aforementioned Agreement has actually occurred. A grievance alleged to be a "group" grievance shall have arisen out of identical circumstances affecting each member of said group.
- C. A day shall be a school day, except that during the summer (June-August) a day shall be considered a week day excluding any holiday.

6.02 General Provisions

- A. A grievance shall be initiated by the affected person or the Association.
- B. Except at the informal level, a grievance shall be reduced to writing and include: (a) the specific provision of the contract allegedly violated, misinterpreted or misapplied, (b) relief sought, (c) date of initiating procedure and (d) a brief statement of the facts which form the basis for submitting the grievance.
- C. The Association shall be available to assist any grievant in preparing the proper and complete information necessary to expedite the procedure.
- D. The grievant is entitled to Association representation at all levels of this procedure.
- E. Time limits given shall be considered as maximum, unless otherwise extended by mutual written agreement by the parties involved.
- F. Failure of the grievant to proceed within the specified time limits to the next level of the procedure shall mean the grievance has been withdrawn.
- G. Failure of the administration to respond in the time limit stated shall give the grievant the right to appeal to the next level.
- H. A grievance may be initiated at Level II when it has been determined by the building principal, in writing, that the grievant is not within his realm of responsibility or control.

- I. Resolution of a grievance at any level shall apply to the stated grievance. However, no resolution inconsistent with the contract shall be rendered. The Association shall be entitled to be present at every hearing level of the grievance procedure and the Association President shall receive a copy of the disposition at each level.
- J. Nothing contained in this procedure shall be construed as limiting the individual rights of a bargaining unit member, having a complaint or problem, to discuss the matter informally with members of the administration through normal channels of communication.
- K. No reprisal shall be made against any party involved in the use of this grievance procedure.
- L. A grievance may be withdrawn at any level without prejudice or record.
- M. No record, document, or communication concerning a grievance shall be placed in the personnel file of any participants involved in the procedure herein described.
- N. Grievance meetings shall be conducted at a mutually agreed upon time.

6.03 Procedure

A. Informal Level

The grievant shall discuss the alleged grievance with the building principal within ten (10) days after the grievant knew or within ten (10) days of when it could reasonably be assumed one should be aware of the act or condition that is the subject of the alleged grievance.

B. Level I – Administration

1. A copy of the written grievance shall be submitted to the grievant's immediate administrator and the Association President within ten (10) days of the informal level meeting if the grievance was not resolved at the informal level. The grievance form shall be initialed and dated by both parties upon receipt.
2. A meeting shall be mutually agreed upon between the grievant and the administrator within five (5) days the filing of the grievance. Either the grievant or the administrator may have present such people who may provide information related to the grievance. Discussion at this meeting shall be confined to the issues as stated in the grievance and the relief sought. Within five (5) days following the meeting, the administrator shall provide the aggrieved with a written response stating his position and suggestions for resolution of the grievance.

C. Level II – Superintendent

1. If the grievant is not satisfied with the suggested resolution received in Level I, he may within five (5) days of receipt of such written response, submit his written grievance to the Superintendent and request a meeting to discuss the grievance.
2. The meeting shall be within five (5) days of the request. The meeting shall be conducted in a manner as stated in Level I.
3. Within five (5) days of the meeting, the Superintendent shall provide the aggrieved with a written response stating his position and suggestions for resolution of the grievance.

D. Level III – Board of Education

If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the grievant, such grievant may appeal in writing to the Board of Education. The notice of appeal shall be sent to the Superintendent. Failure to file such appeal within five (5) working days from receipt of the written response of the Superintendent's action on said grievance shall be deemed a waiver of the right of appeal. The Superintendent shall place the matter on the agenda for the next regular meeting of the Board of Education. Within five (5) days of the meeting, the Board shall provide the grievant with a written response stating their position and suggestions for resolution of the grievance.

E. Level IV – Arbitration

1. The grievant, if not satisfied with the disposition of the Board or if no response is made within the time lines, may within five (5) days of receipt of written notice of the Board's action or the expiration of the time lines, make a written request to the Association that the grievance be submitted for arbitration. The Association, if it determines that the arbitration is warranted, shall notify the Superintendent in writing within five (5) days of receipt of the request of the grievant for arbitration that the Association will appeal the decision to arbitration. Said notice shall be by personal service or by certified mail, with return receipt requested, to the Superintendent. The Superintendent and the designated representative of the Association shall mutually petition the American Arbitration Association to provide the parties with a list of nine (9) arbitrators in accordance with the Voluntary Rules of AAA. Either party may elect to reject the first list provided and request from AAA a second list of nine (9) arbitrators. If a second list is provided, both parties shall receive the list.

2. Any request for arbitration shall specify the act or condition, upon which the grievance is based, the names of the parties involved the contractual clause(s) alleged to have been misinterpreted or misapplied and the remedy sought. Once the arbitrator has been selected, he/she shall conduct the necessary hearing in accordance with the rules and regulations of the American Arbitration Association. The hearing to be conducted by the arbitrator shall be in private session.
3. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Master Agreement, nor add to, detract from, or modify the language therein in arriving at a determination of an issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching determinations.
4. The arbitrator shall in no way interfere with the management prerogatives involving the Board's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable law, and rules and regulations which have the force and effect of law.
5. The award of the arbitrator shall be made in writing to the Association and Superintendent and shall be final and binding. Cost of the arbitrator shall be shared equally by the Association and the Board.

**ARTICLE 7 VACANCIES, TRANSFERS, PROMOTIONS, VOLUNTARY
TRANSFER AND/OR ASSIGNMENT OF TEACHING POSITION**

7.01 Definitions

- A. Vacancy: A bargaining unit position that the Board determines needs to be filled due to a resignation, retirement, death, termination, nonrenewal, or creation of a new bargaining unit position.
- B. Assignment: The subject area, grade level and the building in which a member of the bargaining unit is presently assigned.
- C. Voluntary Transfer: A change in assignment initiated by the bargaining unit member.
- D. Seniority: The total years of uninterrupted service as a certificated/licensed employee under regular contract in this district. Approved leaves shall not constitute an interruption of service.

- E. Involuntary Transfer: A change in assignment initiated by the administration.

7.02 Vacancy, Transfer and Assignment

- A. As vacancies occur throughout each school year, such vacancies shall be posted in all school buildings and disseminated electronically to all bargaining unit members. Notices of vacancies occurring during the summer months will be disseminated electronically. The method of notification will be announced prior to the end of the school year. Vacancies occurring during the school year will be posted for a period of five (5) work days. Summer vacancies (June – August) will be posted for a period of five (5) week days excluding any holiday. In addition, any bargaining unit member that has requested a transfer to the grade level, building(s), or subject area(s) will be notified and considered for the vacancy. Each posting shall contain the vacancy and assignment. Assignments are subject to change at any time at the discretion of the building administrator.
- B. A teacher(s) who requests a change in assignment may file a written statement with the superintendent no later than the specified length of the posting. In acting on requests for a change in assignment and/or transfer, the following criteria will be considered:
 - 1. individual qualification
 - 2. instructional requirement/certification licensure for the vacancy
 - 3. experience and seniority
 - 4. where the foregoing factors are substantially equal, the preference in assignment or transfer shall be made by the Superintendent and Board of Education with reasons being given to those people involved.

In the event the position is not awarded to an applicant(s), upon written request by the applicant(s) within three (3) week days, the superintendent will provide written reasons for not granting the position within three (3) week days from receipt of the request.

- C. An involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent. The teacher may at his/her option have a representative of the Association present at such meeting. Upon written request by the teacher, submitted within three (3) week days, the superintendent will provide written reasons for the transfer, within three (3) week days from receipt of the request.
- D. A teacher being transferred and/or reassigned will be placed only in an equivalent position, i.e., one which involves no reduction in total compensation and no impairment of tenure.

- E. No transfer or reassignment shall be made after July 1, without the consent of the teacher involved, unless there is a substantial change in the enrollment in a school or unless there is a resignation, retirement, or other creation of a vacancy which necessitates a transfer or reassignment. No transfer or reassignment shall occur until the position has been posted in accordance with 7.02(A).

Transfer(s) made after August 1 shall be compensated at the teacher's per diem rate for two (2) days to prepare.

- F. Military service in the time of a national emergency, a call to active duty, in the armed services, shall be credited as full time in determining seniority when the teaching service is interrupted.
- G. Whenever new positions or a vacancy arises involving other than classroom duties, the superintendent shall promptly post notice of the position. Vacancies shall be filled on the basis of the competency and qualifications of the applicant. The Board will accept applications from all interested and qualified personnel and the Board in its judgment will employ the best qualified person as determined by the Board.
- H. The Board shall post a list electronically by August 31st of each school year including the names, certification/licensure, license expiration date, type of contract, contract expiration date, and most recent date of hire for all bargaining unit members. The list will also indicate any teachers who are on the recall list.

ARTICLE 8 **EMPLOYMENT STATUS**

8.01 **Fair Dismissal**

A. **Termination of Contract**

Termination of a teacher's contract shall be according to Section 3319.16 and related provisions of the Ohio Revised Code.

B. **Non-renewal of Regular Limited Contract**

1. Except during the first three years of employment, non-renewal of a teacher's regular limited contract shall be for just cause.
2. If the Superintendent decides to recommend contract non-renewal or denial of continuing contract, the teacher shall be given the reasons in writing at least seven (7) days prior to any official Board action. In no case shall the affected teacher receive notice of Board action after April 30.

3. Teachers working the first three (3) years in the district will be non-renewed in accordance with the procedures found in ORC 3319.11.

C. Discipline Procedure

Formal reprimand or discipline of a teacher by an administrator for alleged violation of Board rules or regulations or regarding the professional performance or conduct of said teacher, shall upon request of the teacher, be in the presence of an Association representative of that building and the administrator making the charge or imposing the disciplinary action. Reprimands and discipline shall be for just cause.

8.02 Teacher Evaluation

See appendix A

8.03 Contracts

- A. First year teachers will be granted a one (1) year contract. Upon completion of the one (1) year contract teachers will be granted a two (2) year contract which will be followed by a second two (2) year contract. Upon completion of the second two (2) year contract teachers will be granted a three (3) year contract. Teachers completing the three (3) year contract will be granted a five (5) year contract thereafter.
- B. Teachers becoming eligible for a continuing contract during the term of a multi-year contract shall be considered for continuing contract status upon meeting the requirements of ORC 3319.11.
- C. The Board of Education may issue a probationary one (1) year contract to teachers during the first three (3) years of employment. No teacher shall thereafter receive a contract that is not in accordance with the sequence set forth.
- D. Teachers serving the first three (3) years in the district may be non-renewed in accordance with ORC 3319.11.
- E. Teachers being considered for non-renewal shall receive written evaluation with specific recommendations in areas deemed deficient. Deficiencies shall be given to the teacher in writing with specific recommendations for improvement. The teacher shall have a minimum of thirty (30) working days to correct identified deficiencies from the evaluation.

8.04 Reduction In Force

When the Board decides that it will be necessary to reduce the number of teachers it employs, it may make a reasonable reduction for any of the following reasons, in accordance with Ohio Revised Code Section 3319.17:

- a. return to duty of regular teacher after leaves of absence
- b. suspension of schools
- c. territorial changes affecting the district
- d. decreased enrollment of pupils in the district
- e. financial reasons

In making any such reduction, the Board shall first perform the reduction through attrition. If attrition is not sufficient to accomplish the reduction, the Superintendent shall, within each teaching field affected, give preference first to teachers on continuing contracts and then to teachers on limited contracts in order of seniority where evaluations are comparable.

If the reduction is for financial reasons as stated in e. above, a committee will be formed to evaluate options for the district to attain fiscal solvency. The committee will be comprised of four (4) representatives of the Board and five (5) representatives of the Association. The committee will only consider reduction in force of teaching staff if the district has no actual carry-over balance or less than the equivalent of two (2) months salary and benefits pay for the general fund of the current year budget available for the ensuing fiscal year.

On a case-by-case basis, in lieu of suspending a contract in whole, the Board may suspend a contract in part, so that an individual is required to work a percentage of the time the employee otherwise is required to work under the contract and receives a commensurate percentage of the full compensation the employee otherwise would receive under the contract.

The teachers whose contracts are suspended by the Board pursuant to this section shall have the right to bump into other areas of certification for which the suspended teachers are presently certified. Said bumping shall be in reverse order of seniority, with priority given to continuing contract teachers before limited contract teachers.

Comparable Evaluations

- a) The definition of the term “comparable,” as applied to teacher evaluations, included in this section shall only be applicable after a new evaluation system that complies with HB 153 has been negotiated and fully implemented, as defined above, for at least two (2) years.
- b) All teachers within the District shall be deemed to have comparable evaluations if they are “Accomplished,” “Skilled,” or “Developing” as is defined in the OTES Board Policy.
- c) Upon full implementation of the new evaluation system, and with at least two (2) full years of student growth data, in the event a teacher is rated “Ineffective” for two (2) consecutive years, such teacher shall no longer be considered comparable to the rest of the bargaining unit for purposes of a reduction in force.

- d) Newly hired teachers with less than two (2) years of student growth data shall be deemed comparable with the rest of the bargaining unit.
- e) No reduction in force shall be accomplished through the nonrenewal or termination of the contract of any bargaining unit member.

The teachers whose contracts are suspended by the Board pursuant to this section shall have the right to recall for a period of two (2) years from the effective date of reduction in force. Said recall rights shall be in order of seniority if and when teaching positions become vacant or are created for which any such teachers are or become qualified. No teacher whose contract has been suspended pursuant to this section shall lose the right to recall by reason of having declined recall to a position that is less than full-time, or to a position requiring a lesser percentage of full-time employment than the position the teacher last held while employed in the district.

8.05 Long-Term Substitutes / Loss of Outside Funding

- A. The employment of substitute teachers who become members of the bargaining unit under the provisions of Article 1 shall automatically terminate upon the return to duty of the teacher whom they were employed to replace, or at the end of the school year in which they were employed, whichever comes first. The provisions in this Agreement relating to evaluation and non-renewal do not apply to such substitute teachers. The provisions of Ohio Revised Code 3319.11 and 3319.111 do not apply to such substitute teachers.
- B. Teacher(s) employed in position(s) funded by non-local revenue may be automatically non-renewed upon the loss of such funds. Such termination is automatic, without the need for any further notice or action by the Board. A teacher terminated under this provision may bump the least senior person in an area in which the teacher is certificated/licensed and the terminated teacher has greater seniority.

8.06 Recall Rights

- A. Teachers returning to employment after a RIF shall resume their previous contract status. All rights related to salary, fringe benefits, and seniority shall be fully restored.
- B. Teachers who are placed upon a recall list for RIF shall remain on the list for recall for a maximum of two (2) years from the notification date of reduction.
- C. A teacher who accepts full-time teaching employment, outside the district, during the time they are eligible for recall shall be automatically removed from the recall list.
- D. No new teachers will be employed by the Board while there are teachers on the recall list who are certified for the vacancy.

- E. The District will give first consideration for substituting opportunities to teachers whose contracts are suspended in a RIF who request to substitute in the District providing they meet substitute teacher requirements.

8.07 BCII Report

- A. In the event it is necessary for the Board to employ a teacher prior to having received the results of the criminal records investigation, that teacher's employment shall be contingent upon subsequent receipt by the Board of a report from the Bureau of Criminal Identification and Investigation (BCII) and the Federal Bureau of Investigation (FBI) which is not inconsistent with the teacher's answers to questions on the job application or state law. In such event, if a report is subsequently received from the BCII and/or FBI which is inconsistent with the teacher's answers to questions on the job application or state law, the teacher shall be notified in writing by certified mail or personal service. If the teacher does not deny the accuracy of the BCII and/or FBI report within five (5) working days, the action of the Board employing such teacher shall be void without any further act by any party, and without the necessity of proceedings under Ohio Revised Code 3319.16 to formally terminate such teacher's contract of employment.

If an existing teacher is required under state law to submit to a BCII and/or FBI check, and the results reflect a criminal conviction that disqualifies the employee from employment under state law, the teacher does not deny the accuracy of the BCII and/or FBI report within five (5) working days of notification of the Superintendent, the employment relationship will be terminated without the necessity of proceedings under Ohio Revised Code 3319.16 to formally terminate such teacher's contract of employment.

- B. If the teacher denies the accuracy of the BCII and/or FBI report, the teacher shall immediately be placed on leave without pay but with benefits for a period of up to forty-five (45) days. If within that period, the Board receives a corrected report from BCII and/or FBI which is not inconsistent with the teacher's answers to questions on the job application or state law, the teacher shall be returned to duty to resume his/her contract status in effect as of the beginning of such leave. If within the period of such leave the Board does not receive a corrected report from BCII and/or FBI which is not inconsistent with the teacher's answers to questions on the job application or state law, the action of the Board employing such teacher shall be void without any further act by any party, and without the necessity of proceedings under Ohio Revised Code 3319.16 to formally terminate such teacher's contract of employment.

8.08 Entry Year Program

- A. The purpose of the Entry Year Mentoring Program is to provide a program of positive formal support including mentoring to foster professional growth of the individual, and assessment of the performance of beginning teachers and other

bargaining unit members who require a license. The Entry Year program and assessment examination does not replace the employment evaluation and is used exclusively for licensure determination.

- B. A teacher meeting state requirements shall be employed as Lead Mentor. The Lead Mentor shall receive training in the Teacher Education and Licensure Standards, ODE Guidelines and all applicable laws and rules effecting the state mandated Entry Year Program. The Lead Mentor position shall be posted and bid annually.
- C. The Lead Mentor and Building Administrator shall establish the criteria for determining the most appropriate assignment of mentors to Entry Year Teachers (EYT) and shall determine the process by which the mentor or EYT may request a change in assignment. The Board shall provide the Lead Mentor the opportunity to attend training in order to establish and maintain an effective Entry Year Program. The Board shall pay all necessary and actual training costs that have been approved by the Superintendent.

D. Mentors

1. Mentor teacher(s) shall possess a minimum of five (5) years of satisfactory teaching experience in the district and have completed Pathwise Mentorship Training before being assigned to an entry year teacher. The Board shall provide release time for mentors to attend additional training as needed and as approved by the Lead Mentor and Building Administrator.
2. Mentor teacher(s) shall apply for available mentorship position(s) in each building as they occur after they have received training. Mentor teachers assigned to a building who wish to apply will have a meeting with the Lead Mentor and Building Administrator. If mentor teachers are needed in another building, the Lead Mentor shall request volunteers.
3. Mentor teacher(s) may serve more than one (1) teacher if there are not sufficient mentor teachers to serve the number of individuals requiring mentorship and/or sufficient mentor teacher(s) do not volunteer to serve as a mentor.
4. Mentor(s) shall be released from duties to observe his/her assigned EYT teacher as follows:

One-half (1/2) day prior to the beginning of school.

One-half (1/2) day during the first two (2) weeks of school.

One-half (1/2) day per nine week grading period for the remainder of the school year.

Room visits as necessary without substitute coverage or, if substitute coverage is needed, as approved by the Lead Mentor and Building Administrator.

5. A substitute will be provided for mentors to cover their classes and duties.
 6. Mentors will be expected to maintain a log indicating the dates and times of meetings with the teacher being mentored. This will be the only written information provided to the administration and both the teacher mentor and the teacher EYT will sign such log.
- E. The entry year bargaining unit member will be assigned a mentor who is certified/licensed in the same subject area and where possible the assignment shall be made in the same building. Entry year teachers will be provided release time to observe the mentor's class and one other teacher's class with prior approval of the Building Administrator.
- F. Mentors shall communicate directly with the entry year bargaining unit member and shall hold all information in strict confidence. All interaction, written or verbal, between the mentor teacher and the entry year bargaining unit member shall be confidential information to the extent allowed by law.
- G. No mentor shall participate in any informal or formal contractual evaluation of an entry year bargaining unit member. No mentor shall be directed, required, or requested to make any recommendation regarding the employment of an entry year teacher/bargaining unit member in the program.
- H. The entry year program shall not replace employment evaluation. Evaluation of entry year bargaining unit members shall be conducted in accordance with the negotiated contract and per applicable state laws.
- I. Compensation:
1. The Lead Mentor shall receive a stipend of \$600 and shall also receive \$100 for each assigned mentor/EYT pair per school year.
 2. In a school year when there are no mentor/EYT pairs assigned to the Lead Mentor, the Lead Mentor shall continue to keep abreast of changes to the Entry Year program requirements and shall meet with the Superintendent twice, and Pathwise trained teachers once, during that school year to discuss those requirements. The Lead Mentor shall be paid an annual stipend of \$175 during a school year when there are no mentor/EYT pairs assigned.
 3. Mentors shall be paid a stipend of \$650 per EYT upon completion of each school year as a mentor.

8.09 Employment of Retired Teachers

A. Experience and Salary

Effective with the 2002-2003 school year, any teacher employed by the Board who has retired under STRS or any other retirement system shall be initially placed on the teacher's salary schedule with zero experience at the appropriate training column.

B. Contract of Employment

Any teacher employed by the Board who has retired under STRS or any other educational retirement system shall not be eligible to receive a continuing contract with the Eastern Local Board of Education.

C. Retired teachers employed by the Board will not be eligible to receive Severance Pay in accordance with Article 28; Professional Growth Reimbursement in accordance with Article 22; and, if eligible for STRS insurance, will not be entitled to insurance coverage by the Board. If the retired teacher is not eligible for STRS insurance, he/she will only receive single insurance coverage from the Board.

ARTICLE 9 **WORK YEAR**

9.01 Length of School Year and Day

A. Each teacher shall have a minimum of 200 minutes of preparation time per week. The Board of Education will minimally schedule each full-time elementary teacher (K-6) with thirty (30) consecutive minutes of planning time each day. For full-time classroom teachers in grades 7-12, the planning time shall consist of five (5) periods per week, each period to be no shorter than a regular class period. A teacher's duty-free lunch period shall not count as planning time. The Building Administrator shall have the ability to unilaterally adjust the school day schedule when necessary to satisfy the requirements of this section.

1. Planning time shall be utilized to perform professional duties, including but not necessarily limited to development of lesson plans, grading papers, assisting pupils, conferences with parents and/or individual conferences with administrators, evaluation conferences, and intervention meetings. Up to six (6) times per year, a bargaining unit member's planning time may be utilized for Grade Level/Department Meetings, as referenced in Section 12.05, unless release time is given to the bargaining unit member.

2. Any bargaining unit member leaving school district premises during lunch shall notify the office prior to leaving and upon their return. A bargaining unit member leaving school during his/her planning period shall have prior approval from the principal.
- B. Each teacher shall have thirty (30) minutes of each day of duty-free lunch period. This time shall be consecutive in nature.
 - C. The total length of each school day for teachers, inclusive of lunch, will be seven (7) hours and ten (10) minutes. Teachers will report ten (10) minutes before the pupil day and remain five (5) minutes following pupil dismissal. The pupil day will be the same length for both High School and Elementary buildings.
 - D. The length of the school year will be 182 days including two (2) parent-teacher conference days, one (1) in-service day and one (1) preparation day prior to the first student day. Compensation will be figured on 182 school days. Effective with the 2002-2003 school year, the school calendar shall also include two (2) days of professional development in-service for which teachers shall be compensated at their regular per diem rate of pay (1/182 of their annual salary). Teachers must be in attendance on the professional development days in order to receive compensation for those days.
 - E. If the allotted amount of calamity days allowed by the standards set down by the State Department of Education are exceeded, and days are to be made up, a teacher representative from each building is to meet with the Superintendent and the Board will decide when the days are to be made up.
 - F. Open House shall be scheduled in conjunction with half of a preparation day. Any additional time commitments to fulfill length of day requirements may be utilized by the administration on this day. The remaining half of a preparation day shall be combined with the in-service day. The starting and ending times of the half of a preparation day shall be adjusted by the administration to accommodate the scheduling of the Open House and meeting the requirements of length of school day. The Open House/half preparation day shall begin at twelve o'clock noon.
 - G. Teachers new to the district shall be required to attend an additional orientation day prior to the first teacher workday.

9.02 School Calendar

- A. A committee consisting of three (3) bargaining unit members selected by the Association President and one (1) administrator selected by the Superintendent shall submit to the Superintendent by March 1st of each year proposal(s) of a school calendar for the next school year. The administrator shall serve as chairperson and shall convene at least one (1) meeting to develop recommendations for proposed school calendar(s).

- B. The Superintendent shall submit the calendar(s) to all bargaining unit members of the district no later than March 15th of each year. The calendar committee shall meet and count the votes for the calendars. The calendar receiving the highest number of votes shall be recommended to the Board for their consideration. However, the Board shall make the final determination with respect to the school calendar. Each calendar shall include at least two (2) parent conference days. Veteran's Day cannot be used as a school or work day.

ARTICLE 10 **WORKING CONDITIONS**

10.01 **Ordering Procedure**

- A. On or before the last teacher work day of each school year, bargaining unit members may submit all requisitions for supplies, materials and/or equipment to the building principal/program coordinator. The principal will date and sign approved requisitions and submit in order of priority to the Superintendent. A copy of the completed purchase order will be provided to the building principal.
- B. The administration will be responsible for ordering and distributing the supplies, materials and/or equipment upon his/her approval of the bargaining unit member's appropriate request. The bargaining unit member shall certify in writing to the building principal that he/she received such supplies, materials and/or equipment. The notified principal shall receive a copy of the order and will verify the receipt of such supplies, materials and/or equipment and will return verification of such receipt to the Treasurer.

10.02 **Working Environment**

All buildings, grounds, materials and equipment necessary for teaching are to be safe, clean and in good operative and/or functional condition.

10.03 **Classroom Visitation**

When parents or guardians request the opportunity to visit a classroom to observe a student, the scheduling of such visitation shall be through the school building principal and with prior knowledge and consent of the affected employee.

10.04 **Internal Substituting**

A teacher may not be required by the Principal or other person in charge of the building to waive his or her planning, lunch or conference period to teach a class in lieu of a substitute teacher.

- A. Every reasonable effort will be made to secure a regular substitute before a regular teacher is asked to serve as a substitute.

- B. In those cases where substitutes are not available, any teacher (s) who agree(s), may be used as substitutes to cover the class (in whole or part) of the absent teacher(s). He/she will be compensated at the rate of ten dollars (\$10.00) per class or planning period covered. Teachers will receive compensation for such coverage only when it exceeds one-third (1/3) of his/her regular class/planning/lunch period.

10.05 Student Teaching and Internships

Bargaining unit members will not be required to supervise a student teacher without his or her consent. Bargaining unit members having three (3) years or less of teaching experience normally will not be assigned a student teacher.

10.06 Personnel Files

- A. An official file which shall include but not be limited to the following items and shall be maintained in the Board's central office for each bargaining unit member:
1. Employment application
 2. Current employment contract
 3. Ohio teaching certificate/license(s), to be provided by the bargaining unit member for timely inclusion in such file;
 4. Official college transcripts to be provided by any new bargaining unit member
 5. Written reprimands together with any written replies thereto
 6. Written evaluations as required by the Master Contract, any written replies by the bargaining unit member to such
 7. Letters of commendation and/or certificates of awards providing they are hand delivered and/or sent by certified mail to the Superintendent by the bargaining unit member with the expressed acknowledgement that such will be included in the central office's personnel file;
- B. Anonymous information shall not be placed in a bargaining unit member's official file.
- C. Bargaining unit members shall have the right upon written request to review the contents of his/her official file during school hours, so long as no disruption or interference with classroom instruction occurs. Files shall be available during normal business hours.
- D. A representative of the Association, with the bargaining unit member's written permission, may accompany the bargaining unit member during such a review of the official file. At the discretion of the Administration, an administrator may also be present during such review.

- E. A bargaining unit member may, upon written request, receive one (1) copy free of charge of any material contained in the official file.
- F. A bargaining unit member shall acknowledge that he/she has read and received a copy of all material placed in his/her file by affixing his/her signature to the copy prior to it being filed. The bargaining unit member by signing a copy of the material is only indicating receipt of the material.
- G. Informal notices or records about bargaining unit members maintained by an administrator shall not be included in the official file.
- H. A bargaining unit member will be notified and permitted to be present at the time his/her file is examined by person(s) other than the bargaining unit member, local or county school officials, and the secretaries assigned to perform personnel functions.
- I. Written reprimand(s) and written complaint(s) shall be removed from the official file twenty-four (24) months from the date of placement, if a second written reprimand or written complaint is not issued within the twenty-four (24) month period. It shall be the bargaining unit member's responsibility to request, in writing, after the expiration of the twenty-four (24) month period, that the Superintendent remove said written reprimand or written complaint.

10.07 Lesson Plans

- A. Bargaining unit members shall prepare daily lesson plans in accordance with the administration's requirements.
- B. Bargaining unit members shall prepare daily lesson plans which give direction for instruction, implementation of academic content standards and meet the state minimum requirements.

10.08 Equal Rights Clause

The Board agrees not to discriminate against any employee based upon race, color, religion, creed, national origin, sex, age, marital status, sexual orientation, disability, genetic information, veteran status or political or union affiliation and to have due regard for employees' privacy and constitutional rights as citizens.

10.09 Use of Tobacco by all employees-teachers

- A. The Board of Education and Association recognize that the use of tobacco presents a health hazard which can have serious consequences both for the user and the non-user and is, therefore, of concern to the Board.
- B. In order to protect students and staff from an environment noxious to them, and because the Board cannot, even by indirection, condone the use of tobacco, the Board prohibits the use of tobacco, including cigars, pipes, cigarettes, snuff or

any other matter or substance that contains tobacco, by all employees in school buildings on school grounds, on school buses, or within any indoor facility owned, leased, or contracted for and utilized for the provision of routine or regular kindergarten, elementary, or secondary educational library services to children.

ARTICLE 11 **LEAVE PROVISIONS**

11.01 **Association Leave**

- A. The Association will be granted for each OEA Representative Assembly not to exceed two (2) meetings annually, a maximum of three (3) days for four (4) delegates. The Association shall pay the total cost of the salary of each substitute teacher who is substituting for a teacher attending any OEA Assembly.

- B. Any Association member who is elected or appointed to the governing body of OEA shall be granted leave with pay to attend meetings of such bodies. Such leave shall not be counted as part of the Association leave as set forth in paragraph one (1) of this article. Sixty (60) school days annually shall be granted to bargaining unit members that qualify for such leave. The Association shall pay the total cost of the salary of each substitute teacher who is substituting for a teacher under this paragraph.

11.02 **Jury Duty Leave/Subpoena Leave**

- A. When it becomes necessary for a teacher to accept jury duty, the teacher shall be paid regular salary for the number of days involved. Such leave shall not be deducted from any other type of leave. The teacher shall remit any jury duty compensation to the Treasurer.

- B. When granted such leave, the teacher shall, when possible, be replaced by a qualified substitute according to Board adopted policy.

- C. A teacher(s) subpoenaed to appear in court in conjunction with the individual's responsibility as a teacher in the Eastern Local School District shall be granted the necessary time to appear in court without loss of pay for school-related cases. This provision shall not apply in those instances in which the bargaining unit member is suing or otherwise seeking relief against the Board of Education.

11.03 **Military Leave**

Military leave will be granted to teachers pursuant to Ohio Revised Code. Benefits will be granted as a maximum allowable by law.

11.04 Personal Leave

- A. Three (3) days of personal leave per school year will be granted to all certified employees. Personal leave shall not be used on the first day nor last day of school that pupils are in attendance. Personal leave will not need justification by the employee; however, the employee shall give three (3) days prior notice except in the case of emergency. Personal leave shall not be used to seek employment.
- B. Leave before and after a holiday or vacation will be granted provided substitutes can be employed and not more than fifteen percent (15%) of the building staff request leave. Such requests will be granted on a first come first served basis.
- C. Unused personal leave during any school year shall be added to the bargaining unit member's accumulated sick leave.

11.05 Maternity/Paternity/Adoption Leave

- A. A teacher shall be granted a leave of absence, without pay, for maternity, paternity or the adoption of a child less than one (1) year of age, upon the approval of the Board of Education and submission of:
 - 1. A doctor's statement verifying the term of pregnancy, or a statement verifying that legal custody is obtained in the event of adoption.
 - 2. A written request for a maternity or paternity leave of absence, accompanied by a doctor's statement of approval specifying the initial date of maternity or paternity leave and the anticipated date of return.
- B. Such leave shall be extended for a period of a maximum of one (1) additional school year upon written application.
- C. Contract rights:
 - 1. Limited contract teachers shall retain limited contract status upon return from maternity or paternity leave, with the exception of a one-year contract or a limited contract coming to an end during the leave of absence. The Board of Education will issue a new one-year contract to these individuals.
 - 2. Continuing contract teachers shall retain continuing contract status upon return from maternity, paternity or adoption leave.

11.06 Sick Leave

- A. Each full-time employee will receive fifteen (15) days sick leave per year at the rate of one and one quarter (1 1/4) days per month.

- B. Each part-time employee will accumulate the number of sick leave days as provided in the Ohio Revised Code.
- C. All employees shall be granted five (5) days of sick leave credit with the effective date of their contract, which will later be returned from the monthly accumulation.
- D. The accumulative days of sick leave shall be two hundred forty-five (245) days per school year. This is the maximum that can be accumulated.
- E. Each new employee shall receive credit for sick leave up to and including one hundred fifty (150) days that were accumulated in another public school district or public agency in Ohio. It will be the responsibility of the new employee to supply the clerk of the Board with the address of the former employer to secure a certified record of the accumulated sick leave from the former employer.
- F. Sick leave may be used for absences due to personal illness, injury, exposure to contagious diseases which could be communicated to other employees or students, and for temporary disability due to pregnancy, during periods when the teacher is not on maternity leave (such maternity leave to commence beginning with a satisfactory post partum checkup unless there are extenuating circumstances-Caesarean birth, premature birth, etc.- in which case a statement would be required from the attending doctor stipulating when a return to work is possible), and to a maximum of five (5) days per occurrence for illness or injury in the immediate family.
- G. The employee's immediate family shall include: spouse, guardian, brother, sister, children, step-children, father, mother, step-parent, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandparents and grandchildren and step-grandchildren.
- H. Employees missing ten (10) consecutive work days must provide work-release documentation from a doctor or other health care provider.

11.07 Bereavement Leave

- A. Bereavement leave can be used for a death in the family or of a friend.
- B. Three (3) days will be given under bereavement leave and any further days, by permission of the Superintendent, will be deducted from the teacher's accumulated sick leave.
- C. A teacher may only use bereavement leave once in a school year or until all three (3) days have been used.
- D. There is no carryover into the next school year of unused bereavement leave.

- E. The above-mentioned bereavement leave will not be deducted from sick leave.
- F. The three (3) days shall be taken within seven (7) days of notification of the death of the immediate family member or friend. Such days will be granted without loss of pay to the teacher. The person requesting leave shall identify by name the deceased on behalf of whom leave is granted.

11.08 Professional Leave

- A. The Board of Education may grant leave without loss of pay to help teachers keep abreast of new innovations and teaching techniques, to attend workshops, seminars, conferences, or to observe innovations that are proposed for the schools. The professional leave shall be related to the bargaining unit member's individual professional development plan or his/her current teaching assignment. The Board may pay expenses (including meals, lodgings, registration, and transportation) incurred by teachers who attend the above-mentioned meetings as approved by the Superintendent. Such leave shall be granted contingent upon advance approval of the building principal and the Superintendent for the particular purposes of professional improvement to the school system and the individual participating.
- B. No teacher may file for reimbursement of expenses for attendance at more than one (1) professional meeting per school year (August 25 through June 1).
- C. Any bargaining unit member employed under a supplemental contract in the school district will be permitted to attend one (1) workshop, conference or seminar related to the member's supplemental contract(s). Such leave shall be limited to one day for each workshop, conference or seminar and the Superintendent may deny the use of professional leave if a request is made by an individual to attend more than one workshop, conference or seminar related to their supplemental duties. Bargaining unit members utilizing professional leave for supplemental contract duties must attend all programs offered during the workshop, conference or seminar and, upon request, provide sufficient proof to the Superintendent to verify that all programs were attended. A bargaining unit member attending such a workshop, conference or seminar related to a supplemental contract shall not be counted as attendance at the events set forth in subsection 11.08 A. of this article.

11.09 Leave of Absence

The Board will grant leave of absence in line with the Ohio Revised Code, Section 3319.13.

11.10 Sabbatical Leave

- A. Teachers may apply to the Board, through the Superintendent, for a leave of absence with part pay for professional improvement. If the plan for professional improvement is acceptable to the Board of Education, the sabbatical leave shall be granted.
- B. Only one (1) such leave may be granted for each five (5) years of service in the district. Five (5) continuous years of service are required prior to application.
- C. No more than five percent (5%) of the teaching staff may be granted sabbatical leave simultaneously.
- D. No leave will be granted to an individual for a second time if other teachers have filed a request for sabbatical leave.
- E. Sabbatical leave shall be for one (1) or two (2) semesters only.
- F. A plan for professional growth must accompany the request and evidence that the plan was followed must be presented following the absence.
- G. To be eligible for part payment of salary, the teacher must return to the employment of the Board for at least one (1) year unless the teacher has twenty-five (25) years teaching credit.
- H. The maximum part-time salary shall be the difference between the teacher's expected salary and the pay for the necessary substitutes.
- I. An earlier termination of this leave, if required in writing by the employee, shall be at the discretion of the Superintendent.

11.11 Assault Leave

- A. In the event that an employee of the Eastern Local District is injured physically by assault from students or others as a result of fulfilling their professional responsibilities, and who must be absent from work because of such injury, the Eastern Board of Education will grant assault leave during days off for recuperation and court appearances, up until sixty (60) work days have been accumulated at which time they may take sick leave if extended time is needed. These days will not be deducted from the teacher's sick leave or personal leave.
- B. A teacher shall submit a written request to the Superintendent for assault leave on the form in Appendix B. of this agreement. This must also be accompanied by a statement from a licensed medical physician corroborating injury sustained as a result of the assault. The Superintendent may request at Board expense from another licensed medical physician corroborating the injury when in his opinion it is necessary to do so. The Superintendent shall then make a decision

regarding the assault claim, consistent with the medical opinion. The Superintendent may at any time during the assault leave request a medical opinion, at Board expense.

- C. In the event sick leave or personal days are deducted and the Superintendent later approved the awarding of assault leave, credit for sick leave or personal days will be reinstated for the employee.
- D. The Eastern Board of Education will do everything within their legal power to support or back the assaulted teacher in restoring personal property damaged or destroyed.

11.12 Family Medical Leave Act

- A. Bargaining unit members shall be entitled to a leave of absence under the Family and Medical Leave Act. The Board shall grant such leave in accordance with the rules promulgated under that Act. A bargaining unit member must use twelve (12) weeks of paid sick leave prior to the district applying the benefits allowed under FMLA for a serious health condition. Use of sick leave for a serious health condition after this 12 week period will also count toward the 12 week FMLA annual benefit entitlement. If the bargaining unit member does not have twelve (12) weeks of paid sick leave available the 12 week period available under FMLA for a serious health condition shall commence as soon as the member's paid leave has expired in accordance with the provisions of the Act. Return from any unpaid leave shall be under the terms as those provided for under the Family and Medical Leave Act. FMLA shall be applied annually in coordination with the district's fiscal year.
- B. The Board will post the regulations and guidelines for the use of such leave and shall provide this information to all employees. Upon ratification of this contract, the Board shall offer an in-service to explain the rules, regulations, and conditions governing the usage of FMLA.

11.13 Sick Leave Donation

- A. If a bargaining unit member or member of his/her immediate family (spouse, child or parent) has experienced a catastrophic illness or injury, the bargaining unit member may apply for a donation of sick leave from other bargaining unit members after he/she has exhausted all other paid leave for which he/she is eligible. For the purpose of this section "catastrophic illness or injury" shall include only those illnesses or injuries which are calamitous in nature, constituting a great misfortune.
- B. A bargaining unit member may request donations more than once in any school year, but is limited to receiving a maximum of twenty (20) days per school year regardless of the number of requests.

- C. Request for donated sick leave shall be made on the approved sick leave donation request form. (Appendix C-1)
- D. An ad hoc sick leave donation review committee comprised of the Superintendent, Treasurer, and two (2) bargaining unit members selected by the Association President will review all requests for donations of sick leave and determine on a case-by-case basis whether the requesting bargaining unit member's illness or injury meets the definition of catastrophic as defined in this section. If so, the committee will send out a notice to all bargaining unit members notifying them of the need for donated days. (Appendix C-2)
- E. Bargaining unit members who have a minimum of thirty (30) accrued but unused sick leave days at the time the donation request is made, may donate up to two (2) days of sick leave per each request for donation, up to a maximum of four (4) donated days per school year. Bargaining unit members donating sick leave shall notify the ad hoc committee of their donation by submitting a donation form (Appendix C-3) to the committee.
- F. The donation of sick leave days by bargaining unit members is strictly voluntary. The committee is not responsible to provide sick leave days if none are donated.
- G. Neither the name of the bargaining unit member requesting the donation of sick leave days nor the names of the bargaining unit members donating sick leave days shall be disclosed to anyone other than the committee representatives or those member(s) of the Treasurer's staff who administer the crediting and debiting of sick leave days pursuant to the donation procedure.
- H. Donated sick leave days cannot be used beyond the school year in which the request is made or beyond the term of the contract under which the requesting employee is employed.
- I. No bank, fund, or carryover balance of donated sick leave days shall be created as a result of the implementation of this section. The Treasurer or his/her staff will only deduct the number of requested and used days up to a maximum of twenty (20) days from those bargaining unit members who have responded to the donation request.

11.14 Bonus

- A. Each bargaining unit member shall be eligible to receive a bonus on the last pay date in June of each year if the bargaining unit member has used sick or personal leave during the school year according to the following schedule:

Sick or Personal Leave

0 days of leave - \$1,200

1 day of leave - \$1,000

2 days of leave - \$800

3 days of leave - \$600

- B. If the school year is unexpectedly extended, the treasurer may ask the Association for a variance in the above date.

ARTICLE 12 **COMMITTEES**

12.01 **Building Staff Meetings**

- A. It will be the building principal's responsibility to develop and post a schedule of all regular building staff meetings as necessary for each school year. Meetings for staff members can be held before or after school. No time may be taken from the instruction day in order to have these meetings.
- B. Except in the case of an emergency, such required staff meetings will not extend forty-five (45) minutes beyond the regularly scheduled day. Attendance shall be required for all building staff meetings unless a mutual agreement is worked out prior to this meeting between the principal and the individual staff member.
- C. No more than four (4) meetings in any given month or a maximum of twelve (12) meetings per school year shall be held for which compulsory attendance is required, except in an emergency as determined by the building principal.
 - 1. Building Meetings shall be held at the following staff levels:
 - a. K-4
 - b. 5-8
 - c. 9-12

12.02 **Teacher-Administration Communication Committee**

- A. Membership on the teacher-administration communication committee (TACC) will be made up of five (5) representatives from the association, one (1) from each building and junior high, and a minimum of one (1) board member and a maximum of two (2), and including the Superintendent. TACC can meet once a month by the request of either group to be held at a mutually agreed upon time and each meeting held for a reasonable length of time. All issues requiring action by the building principal must be submitted to the building principal for discussion and possible resolution prior to being submitted to TACC.

- B. The ELEA Executive Committee can meet with the Superintendent, and if possible, one (1) or two (2) members of the Board at least once a month during the school year to review and discuss current school questions that either party may have.

12.03 Textbook and Course of Study Committees

No bargaining unit member shall be placed on a textbook committee or a course of study committee without the member's prior notice and approval.

12.04 Local Professional Development Committee

- A. There shall be a Local Professional Development Committee (LPDC) to oversee, review, and approve individual professional development plans (IPDP) for course work, continuing education units and/or other equivalent activities.
 - 1. The LPDC shall be responsible to recommend for the Superintendent's approval, all in-service activities and workshops offered in the district during the school year for staff professional development.
 - 2. Recommendations for District Workshops and In-Service activities should be submitted to the LPDC for approval and recommendation no later than the last school day of the year prior to the year it will be implemented.
 - 3. The LPDC chair shall review and approve all "Professional Growth Reimbursement Application" forms.
- B. The LPDC shall consist of three (3) teachers appointed by the Association President and two (2) members appointed by the Superintendent. One of the Superintendent's appointees will be a Principal employed by the district.
- C. Appointments shall be for two (2) years with half of the committee members being appointed every other year.
 - 1. Appointments shall be made on or before May 1.
 - 2. The Appointments shall be made by each party outlined above, notifying the other of those appointed.
 - 3. In the event of a vacancy, the committee members shall be replaced in accordance with "B." above.
 - 4. The Association shall name a fourth teacher member and the Superintendent shall name a third administrative member to serve as alternates and attend trainings. These two (2) people shall act as substitutes when a committee member is absent.

- D. This committee shall meet monthly.
1. The committee may also be convened by the request of two sitting members.
 2. A quorum shall consist of five (5) members. When administrative licenses/certificates are reviewed, two (2) sitting teacher members will abstain and the decision will be decided by three (3) members.
 3. If the committee determines it is needed, they will be provided two (2) professional release days to meet during regular school hours. Substitutes will be provided for the committee members on these release days.
 4. Committee members shall be provided an additional annual stipend of \$1,000 for meetings beyond the normal work day or year. This stipend shall be paid in two (2) semi-annual payments. Any member who fails to serve the full year shall have the above compensation prorated on a monthly basis for each month served.
 5. Decisions of the LPDC will be made by consensus of the committee members present.
 6. The committee minutes shall be prepared and maintained in compliance with the laws governing the operation of committees of public bodies.
- E. Training and Preparation
1. Members of the LPDC shall be provided the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of the LPDC. The committee will submit all training requests to the Superintendent for prior approval.
 2. Training requested in accordance with E.1. above, will be provided at no cost to the committee members or loss of pay. All costs of training, including all registration costs, travel, meals, accommodations and mileage, will be borne by the Board of Education.
 3. LPDC training for committee members shall constitute appropriate "equivalent activities" for the purpose of the committee members' own individual development plans, if the committee so decides.
- F. Any appeal of an LPDC decision must be made according to the following procedure:

1. Reconsideration: If any educator disagrees with an LPDC decision, the educator will be given the opportunity to meet personally with the LPDC to discuss the IPDP and to discuss his/her case.
 2. If, after the reconsideration process has taken place, the LPDC and the educator are still unable to come to agreement, a third party panel will review the decision. The third party panel will consist of one (1) licensed educator selected by the LPDC; one (1) licensed educator selected by the educator; and one (1) licensed educator agreed upon by the two (2). These three (3) individuals then function as a panel to review the LPDC decision and either uphold it or overturn it. Members of the LPDC will not be members of a third party panel.
 3. Records will be maintained by the LPDC in an appropriate location. Access to records will be subject to committee policies and agreements regarding personnel records.
 4. LPDC members will not be permitted to review their own IPDP. They will abstain from the review and voting, in which case the appropriate alternate shall take their place.
- G. During the first teacher day assembly, the LPDC committee shall be introduced and shall present an outline of its procedures and processes.

12.05 Grade Level/Department Meetings

- A. It will be the building principal's option to call Grade Level/Department Meetings as necessary for each school year. No time may be taken from the instruction day in order to have these meetings, except as provided in 9.01.
- B. Except in the case of an emergency, such required Grade Level/Department Meetings will not extend forty-five (45) minutes beyond the regularly scheduled day. Attendance shall be required for all Grade Level/Department Meetings unless a mutual agreement is worked out prior to this meeting between the principal and the individual staff member.
- C. No more than six (6) Grade Level/Department Meetings per school year shall be held for which compulsory attendance is required, except in an emergency as determined by the building principal, and exclusive of release time.

ARTICLE 13 **COMPENSATION AND BENEFITS**

13.01 Salary

- A. The base salary for the 2013-2014 school year shall be \$26,998 (3%)
The base salary for the 2014-2015 school year shall be \$27,403 (1.5%)
The base salary for the 2015-2016 school year shall be \$27,677 (1%)

B. Experience Credit

1. For the purposes of initial placement on the salary schedule, the Board shall credit each newly employed bargaining unit member with all prior eligible service experience up to a maximum of ten (10) years.
2. Teaching service
 - a. Members will be credited for one (1) year's experience for any year in which they taught for at least one hundred twenty (120) days either under a teacher's contract or as a substitute teacher.
 - b. Creditable teaching service shall include:
 - (i) All years of verified teaching service in a public school or chartered, nonpublic school located in Ohio as a certified/licensed teacher.
 - (ii) All years of verified teaching service in a public school in any of the other forty-nine (49) states.
3. Military Service
 - a. The Board shall recognize a maximum of five (5) years of active military service in the armed forces of the United States, including the Ohio National Guard, the Ohio military reserve, the Ohio naval militia, and the reserve components of the United States armed forces.
 - b. A partial year of active military service of eight (8) continuous months or more in the armed forces shall count as a full year for the purposes of salary schedule credit.
4. MA +15 Column
 - a. To claim the MA +15, members must provide an official transcript and letter of request to the Superintendent to evaluate and determine if he or she has earned the appropriate amount of graduate semester hours beyond the confirmation date of the original Master's Degree. The Superintendent and appointed ELEA officer will determine eligibility of hours from the provided official transcript. The date members have to turn in their documentation is October 1, However, only for the 2013-2014 school year, the date will be November 30, 2013.

13.02 Salary Schedule 2013 – 2014

Step	BA	5 YR.	MA	MA+15
0	26,998	29,023	30,238	31,723
	1.0000	1.0750	1.1200	1.1750
1	28,132	30,305	31,723	33,343
	1.0420	1.1225	1.1750	1.2350
2	29,266	31,588	33,208	34,962
	1.0840	1.1700	1.2300	1.2950
3	30,400	32,870	34,692	36,582
	1.1260	1.2175	1.2850	1.3550
4	31,534	34,152	36,177	38,202
	1.1680	1.2650	1.3400	1.4150
5	32,668	35,435	37,662	39,822
	1.2100	1.3125	1.3950	1.4750
6	33,801	36,717	39,147	41,442
	1.2520	1.3600	1.4500	1.5350
7	34,935	38,000	40,632	43,062
	1.2940	1.4075	1.5050	1.5950
8	36,069	39,282	42,117	44,682
	1.3360	1.4550	1.5600	1.6550
9	37,203	40,564	43,602	46,302
	1.3780	1.5025	1.6150	1.7150
10	38,337	41,847	45,087	47,921
	1.4200	1.5500	1.6700	1.7750
11	39,471	43,129	46,572	49,541
	1.4620	1.5975	1.7250	1.8350
12	40,605	44,412	48,056	51,161
	1.5040	1.6450	1.7800	1.8950
13	41,739	45,694	49,541	52,781
	1.5460	1.6925	1.8350	1.9550
15	42,873	46,977	51,026	54,401
	1.5880	1.7400	1.8900	2.0150
20	44,007	48,259	52,511	56,021
	1.6300	1.7875	1.9450	2.0750
25	45,141	49,541	53,996	57,641
	1.6720	1.8350	2.0000	2.1350

13.03 Salary Schedule 2014 – 2015

Step	BA	5 YR.	MA	MA+15
0	27,403	29,458	30,691	32,199
	1.0000	1.0750	1.1200	1.1750
1	28,554	30,760	32,199	33,843
	1.0420	1.1225	1.1750	1.2350
2	29,705	32,062	33,706	35,487
	1.0840	1.1700	1.2300	1.2950
3	30,856	33,363	35,213	37,131
	1.1260	1.2175	1.2850	1.3550
4	32,007	34,665	36,720	38,775
	1.1680	1.2650	1.3400	1.4150
5	33,158	35,966	38,227	40,419
	1.2100	1.3125	1.3950	1.4750
6	34,309	37,268	39,734	42,064
	1.2520	1.3600	1.4500	1.5350
7	35,459	38,570	41,242	43,708
	1.2940	1.4075	1.5050	1.5950
8	36,610	39,871	42,749	45,352
	1.3360	1.4550	1.5600	1.6550
9	37,761	41,173	44,256	46,996
	1.3780	1.5025	1.6150	1.7150
10	38,912	42,475	45,763	48,640
	1.4200	1.5500	1.6700	1.7750
11	40,063	43,776	47,270	50,285
	1.4620	1.5975	1.7250	1.8350
12	41,214	45,078	48,777	51,929
	1.5040	1.6450	1.7800	1.8950
13	42,365	46,380	50,285	53,573
	1.5460	1.6925	1.8350	1.9550
15	43,516	47,681	51,792	55,217
	1.5880	1.7400	1.8900	2.0150
20	44,667	48,983	53,299	56,861
	1.6300	1.7875	1.9450	2.0750
25	45,818	50,285	54,806	58,505
	1.6720	1.8350	2.0000	2.1350

13.04 Salary Schedule 2015 – 2016

Step	BA	5 YR.	MA	MA+15
0	27,677	29,753	30,998	32,520
	1.0000	1.0750	1.1200	1.1750
1	28,839	31,067	32,520	34,181
	1.0420	1.1225	1.1750	1.2350
2	30,002	32,382	34,043	35,842
	1.0840	1.1700	1.2300	1.2950
3	31,164	33,697	35,565	37,502
	1.1260	1.2175	1.2850	1.3550
4	32,327	35,011	37,087	39,163
	1.1680	1.2650	1.3400	1.4150
5	33,489	36,326	38,609	40,824
	1.2100	1.3125	1.3950	1.4750
6	34,652	37,641	40,132	42,484
	1.2520	1.3600	1.4500	1.5350
7	35,814	38,955	41,654	44,145
	1.2940	1.4075	1.5050	1.5950
8	36,976	40,270	43,176	45,805
	1.3360	1.4550	1.5600	1.6550
9	38,139	41,585	44,698	47,466
	1.3780	1.5025	1.6150	1.7150
10	39,301	42,899	46,221	49,127
	1.4200	1.5500	1.6700	1.7750
11	40,464	44,214	47,743	50,787
	1.4620	1.5975	1.7250	1.8350
12	41,626	45,529	49,265	52,448
	1.5040	1.6450	1.7800	1.8950
13	42,789	46,843	50,787	54,109
	1.5460	1.6925	1.8350	1.9550
15	43,951	48,158	52,310	55,769
	1.5880	1.7400	1.8900	2.0150
20	45,114	49,473	53,832	57,430
	1.6300	1.7875	1.9450	2.0750
25	46,276	50,787	55,354	59,090
	1.6720	1.8350	2.0000	2.1350

13.05 Supplemental Contracts

- A. The Eastern Local Board of Education reserves the right to employ only those supplemental contracts needed in each school year. Some of the contracts may not be filled if the Board of Education deems them unnecessary in any school year. Most supplemental contracts will be filled in April, but if a question about continuing the program the following year arises the individual involved will be notified by April 30. They may be employed at a later date as needed. If a supplemental contract has been issued to a bargaining unit member, but the Board subsequently decides not to conduct the related student activity due to financial concerns or insufficient student interest, the Board shall have the right to declare the contract null and void. If the Board determines that financial concerns or insufficient student interest necessitates the voiding of a supplemental contract, the supplemental contract holder shall be informed in writing one (1) week before the Board acts to void any contract. If the Board declares the supplemental contract null and void after the sport/activity has begun practice/activity, the supplemental contract holder shall receive a proration equal to the day(s) worked compared to the number of days that would have been required to fulfill the entire supplemental contract.
- B. Any agreement to act as supervisor for extracurricular activities for which a supplemental salary will be paid, will be by supplemental contract. Teachers employed on supplemental contracts will receive their supplemental contract within twenty (20) calendar days of Board action to employ such teachers.
- C. All supplemental contracts shall expire and be considered automatically nonrenewed without further procedure or action by the Board at the end of each school year.
- D. Annually all supplemental positions will be posted along with necessary qualifications and salary. Any bargaining unit member interested in any of the posted supplemental positions shall submit an application to the Building Principal's office by the date indicated on the posting notice. Bargaining unit members will be given first consideration for supplemental contract vacancies. The Board retains the right to determine the qualifications for the vacancies. Bargaining unit members will be provided, upon request, written reasons if they are not awarded the supplemental position(s) for which they applied. Supplemental positions that the Board has determined to fill but that are not filled in this annual posting will be indicated as vacant and will remain posted until the Board acts to fill them.

The Committee has issued a recommendation for criteria for supplemental contracts as follows:

- Injury Factor (issues of adequate safety)
- Components of practices and events

- size of area
- type of activities performed
- need for supervision
- School Day vs. After School
- Other Funding

Proposed Guidelines for “New Supplementals”

- New supplementals for the future must “apply” for consideration.
 - program purpose
 - goals
 - estimated cost
 - scheduling
 - funding
- Two year volunteer supervisor position to gather data before placed on paid list. Board picks up travel and equipment cost during two year period.
- Three years of no use and a supplemental is dropped.

13.06 Supplemental Contracts Salary Schedule

<u>Supplemental Position</u>	<u>Salary</u>
Athletic Director	20%
* Head Girl's Basketball	14%
Head Boy's Basketball	14%
Head Football	14%
Band Director	10%
Head Volleyball	10%
Head Baseball	10%
Head Softball	10%
Head Track	10%
Head Golf	10%
Weight Training Coach (2.5% per quarter)	10%
Assistant Varsity Football (3)	9%
Assistant Boy's Basketball (2)	9%
Assistant Girl's Basketball (2)	9%
9th Grade Basketball	8%
Cheerleader Advisor	8%
8th Boy's Basketball	7%
8th Girl's Basketball	7%
7th Boy's Basketball	7%
7th Girl's Basketball	7%
Jr. High Football	7%
Assistant Baseball (2)	7%
Assistant Softball (2)	7%
Assistant Track Coach	7%
Assistant Golf Coach	7%

Assistant Volleyball Coach (2)	7%
Assistant High School Cheerleader Advisor	6.5%
Jr. High Cheerleader Advisor	6.5%
Assistant Jr. High Football	6%
Seventh Grade Volleyball	6%
Eighth Grade Volleyball	6%
Jr. High Track	6%
Safety Coordinator	6%
Archery Coordinator	6%
Handbell Choir	5%
Elementary Choir	5%
H.S. Yearbook Advisor	5%
Student Council	4%
Elementary Student Council	4%
12th Grade Advisor	4%
Elementary Yearbook Advisor	4%
Play Director	4%
11th Grade Advisor	4%
Junior High Class Advisor	4%
National Honor Society	3%
Quiz Bowl	3%
9th Grade Advisor	2.5%
10th Grade Advisor	2.5%
<u>Curricular Supplementals</u>	<u>Salary</u>
Curriculum Coordinator	\$5,000

(Any year in which federal or state funding for these programs is reduced by more than 5%, or if the requirements for the program change, the Association and Board will meet to review the affected curricular supplemental.)

13.07 Payroll Procedures

- A. The Board agrees to pay bargaining unit members twenty-six (26) equal pay checks per twelve (12) month year, such pay checks to be received on every other Friday, unless Friday pay day is a scheduled break on the Board adopted calendar, then pay day shall be the last regular school day before the scheduled break. For employees in their first year of employment, if the employee is hired two weeks or more before the first day of school, the employee may elect to be paid twenty-seven (27) equal pay checks for the first year of employment. After the first year of employment, the employee will revert to the regular pay schedule. (See Appendix D)

- B. Unless addressed otherwise in Appendix D., in a year in which there are twenty-seven (27) pay dates, all bargaining unit members shall receive their salary in twenty-seven (27) equal payments.
- C. Written authorization for payroll deduction of yearly Association dues shall be submitted to the Chief Financial Officer by the bargaining unit member not later than one (1) week prior to the commencement of the dues deductions. Association dues shall be deducted from each of the pay checks issued each year, normally commencing with the first pay check issued in September, unless authorization is received subsequent to issuance of the first pay check in September.
- D. The following may be deducted upon receipt by the Chief Financial Officer of the proper authorization(s), on a bi-weekly basis. If there are three (3) pays in a particular month, the employee may elect not to have the voluntary deduction, except ELEA Dues, taken on the third (3rd) pay of that particular month. The employee must provide notice of this election to the Chief Financial Officer the Tuesday before the first (1st) pay in September.
 - 1. ELEA Dues
 - 2. United Teaching Profession: Dues
 - 3. Departments of the Ohio Education Association as found on their yearly enrollment form
 - 4. Health Insurance
 - 5. Savings Bonds
 - 6. Annuities
 - 7. Credit Union
 - 8. OEA Fund for Children and Public Education
- E. If for any reason the Board fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention (in writing) by the employee. The Association agrees to hold the Board and its designees harmless for any and all errors arising out of the dues deduction procedure.
- F. Direct deposit of payroll checks shall be made available to district employees enrolled at a financial institution offering direct deposit services. All employees shall be enrolled in direct deposit for payroll and supplemental services.
- G. A bargaining unit member holding a supplemental contract may elect to either receive his/her supplemental as a separate pay or included in his/her regular pay.
 - 1. If electing to receive the stipend separate from regular pay, the bargaining unit member holding:

- a. a fall supplemental activity shall be paid on the first regular pay date after November 30;
 - b. a winter supplemental activity shall be paid on the first regular pay date after March 15;
 - c. a spring supplemental activity shall be paid on the first regular pay date after the last day of the school year; and
 - d. a full-year supplemental shall be paid in equal installments of thirty-three and a third percent (33-1/3%) during each of the above cited pay periods.
2. If electing to include his/her supplemental in his/her regular paycheck, the bargaining unit member shall have the option of receiving half his/her supplemental stipend midway through his/her supplemental activity. The second half will be paid at the conclusion of the supplemental activity. An employee holding a year long supplemental shall have the option of having his/her supplemental compensation prorated over all pays, as shown in Appendix D.
 3. A supplemental contract shall not be considered completed until the building principal has signed off. Final payment shall not be made until all duties are completed.
 4. Upon Board approval for a supplemental position, the bargaining unit member shall inform the Chief Financial Officer in writing how he/she is electing to receive his/her compensation. Any bargaining unit member who fails to notify the treasurer within ten (10) working days after Board approval of a supplemental shall have his/her stipend included in his/her regular pay.

13.08 Professional Growth

A. General Provisions

1. All full time certified employees of the Eastern Local School District may participate.
2. The applicant must have served in the Eastern Local School District a minimum of two (2) years immediately preceding the application for Professional Growth Reimbursement and must continue employment in the District for a minimum of two (2) years after receiving the most recent reimbursement. This provision shall not apply to any bargaining unit member who has been granted a Board approved leave, non-renewed, or otherwise not reemployed by Board action.
3. Credit hours must be earned at a time that would not interfere with the applicant's assignment in the school.

4. If a bargaining unit member elects to leave employment with the District within a two (2) year period after receiving a professional growth reimbursement, the bargaining unit member will repay the District an amount equal to the amount of any and all professional growth reimbursement he/she has received during the preceding two (2) years. Such repayment will be made by way of deduction from the bargaining unit member's final pay check(s) and/or by check or money order if the bargaining unit member's final pay does not cover the amount owed. All repaid money will be returned to the professional growth fund.
5. All "Professional Growth Reimbursement Application Forms" (appendix F) are to be returned to and approved by the LPDC chair.

B. Basis for Reimbursement

1. Professional growth reimbursement is offered as an incentive to certificated/licensed employees to continue formal training; college or university credits will be used to earn professional growth reimbursement.
2. Professional growth reimbursement will be earned as follows:
 - a. Each bargaining unit member will be allotted two hundred dollars (\$200) per school year for professional growth reimbursement.
 - i. In order to receive said reimbursement, bargaining unit members must submit an application form to the Superintendent. The application form must include the following:
 - A. the date the course will be taken
 - B. the number of hours to be taken
 - b. All two hundred dollars (\$200) allotments that are not used in accordance with subsection a. above in a given school year will be pooled for equal distribution to bargaining unit members who have submitted applications to the Superintendent that school year. The amount of the distribution to applying bargaining unit members shall be equal to the total allotment amount remaining divided by the number of hours that have been requested by bargaining unit members through the application process.

C. Eligibility

1. Applicants must be working toward a Master's Degree, or course(s) necessary for recertification/licensure. Credit will not be given for correspondence courses.
2. If the Superintendent approves the application, the professional growth reimbursement will be awarded upon receipt of an official transcript from the educational institution upon successful completion of the course. A grade of "C" or higher must be achieved for that class. An applicant must submit transcripts and grades no later than the deadline for applications in order to receive professional growth reimbursement.
3. An employee shall not be eligible for reimbursement if he/she receives compensation from a government or other foundation for the course in question.

D. Payment

1. Reimbursement shall not exceed the actual cost of college or university credit.
2. In order to receive reimbursement in the current fiscal year, a bargaining unit member must submit verification of course completion to the Superintendent no later than the deadline for applications.

13.09 Severance Pay

Upon a teacher's retirement or death said teacher or his/her estate will receive severance pay computed from said employee's current per diem rate of pay. The amount will be based on the following: Employees with twenty (20) years or more in the local school district will be paid one-fourth (1/4) of their accumulated unused sick leave with a maximum based on one-fourth (1/4) of two hundred (200) days. Employees with ten (10) years or more in the local school district will be paid one-fourth (1/4) of their accumulated unused sick leave with a maximum based on one-fourth (1/4) of one hundred seventy (170) days. All others shall be paid, as severance pay, one-fourth (1/4) of the teachers accumulated unused sick leave with a maximum based on one-fourth (1/4) of one hundred thirty (130) days.

Severance Bonus

- A. For severance purposes, years of experience for retirement purposes will be in accordance with STRS retirement rules. An individual who retires with twenty-seven (27) to thirty (30) years of experience is eligible for a severance bonus of fifteen thousand dollars (\$15,000). An individual retiring with thirty-one (31) years of experience is eligible for a severance

bonus of fourteen thousand dollars (\$14,000). An individual retiring with thirty-two (32) years of experience is eligible for a severance bonus of thirteen thousand dollars (\$13,000). An individual retiring with thirty-three (33) years of experience is eligible for a severance bonus of twelve thousand dollars (\$12,000). An individual retiring with thirty-four (34) years of experience is eligible for a severance bonus of eleven thousand dollars (\$11,000). An individual retiring with thirty-five (35) years of experience is eligible for a severance bonus of three thousand dollars (\$3,000).

- B. In order to qualify for the severance bonus, the individual must file a letter with the Treasurer, state the retirement effective date, no later than January 1 of each contract year.

13.10 Transportation Reimbursement

- A. Employees who have regular assignments in more than one (1) building or by nature of their assignment require travel during their regular day, shall be reimbursed at the IRS rate.
- B. Employees will submit travel vouchers monthly and will be paid not later than the second pay of each month.

13.11 Insurance

- A. Benefits Provided
 - 1. Health Insurance:



Eastern Local School District: Certified Staff Insurance Options

For exact benefits please refer to the respective quotes. Premiums may change depending on final enrollment and medical conditions.

Prepared: September 3, 2013

	OPTION 1		OPTION 2		OPTION 3	
	OMERESA – non Grandfathered United Healthcare Network		OMERESA – non Grandfathered United Healthcare Network		OMERESA – non Grandfathered United Healthcare Network	
	Network	Non-Network	Network	Non-Network	Network	Non-Network
Annual Deductible						
Single	\$550	\$1,000	\$2,000	\$2,000	\$1,500	\$1,500
Family	\$1,650	\$2,000	\$4,000	\$4,000	\$3,000	\$3,000
Coinsurance	85%	70%	80%	60%	100%	70%
Out of Pocket Maximum (includes deductible)						
Single	\$1,500	\$3,000	\$3,500	\$7,000	\$1,500	\$3,000
Family	\$3,000	\$6,000	\$7,000	\$14,000	\$3,000	\$6,000
Emergency Care (copay waived if admitted)	\$150 copay + 10%	\$150 copay + 10%	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Urgent Care Facility/Non-Emergency Care	\$50 copay	\$50 copay	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Inpatient Hospital	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Office Visits	\$30 Copay	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Primary Care Physician (PCP)						
Specialist (SCP)	\$30 Copay	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Preventive Care	No Cost Share	Ded & Coins	No Cost Share	Ded & Coins	No Cost Share	Ded & Coins
Prescription Drugs						
Generic/Brand Formulary/Brand Non-Formulary	\$10/\$20/\$30	50%, Minimum \$30 Copay	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Mail Order Drugs						
Generic/Brand Formulary/Brand Non-Formulary	\$20/\$40/\$60	Not Covered	Ded & Coins	Not Covered	Ded & Coins	Not Covered
Carrier Notes:			Family deductible must be met before coinsurance applies		Family deductible must be met before coinsurance applies	
Medical Rates:						
	12/01/13 – 06/30/14		12/01/13 – 06/30/14		07/01/13 – 06/30/14	
Single	\$756.19		\$626.12		\$680.57	
Family	\$1,620.39		\$1,453.08		\$1,579.44	

10% of Employee Premium Contribution	Per Month	Per Pay		Per Month	Per Pay
Single	\$75.62	\$34.90		\$54.45	\$25.13
Family	\$162.04	\$74.79		\$126.36	\$58.32

Board Contribution (per month)			
Single	\$680.57		\$626.12
Family	\$1,458.35		\$1,453.08

Board Contribution to Employee HSA Account			
Single	N/A		\$750.00
Family	N/A		\$1,500.00

2. Health Savings Account (HSA): The HSA premium will be fully funded by the Board.

The Board will contribute \$750 for single and \$1,500 for family with those deposits being made in full by the first week in January, as long as the bargaining unit member has turned in the necessary paperwork by December 23. If the correct paperwork has not been turned in by December 23, the District has until the end of the month of January to make the deposit.

3. Dental Insurance

The Board of Education will pay 100% of the premium for dental insurance for either a single or family plan.

4. Life Insurance

The Board of Education will pay 100% of the premium for a Term Life Insurance Policy as follows:

\$25,000 Term Life Insurance Policy for each regular employee.

The Board of Education reserves the right to choose the Insurance Company. The policy will include a provision that the employee may pick up the premium upon termination of employment. This pick-up premium will be set by the insurance company.

5. Section 125 Plan

The Board shall offer to eligible employees a Section 125 Plan for purposes of deferring tax on medical insurance premiums only. The Plan shall be established pursuant to Internal Revenue Code Section 125 and applicable Internal Revenue Service guidelines and/or procedures.

- B. Insurance Waiver – Any member of the bargaining unit who is covered by his/her spouse's health insurance and who elects to decline Board insurance coverage shall be eligible for the following options:

1. An employee eligible for family health insurance coverage may decline Board Insurance coverage and receive an annual payment of \$2,000 as long the employee takes insurance coverage other than the benefit package offered by the Board.
2. An employee eligible for family health insurance coverage may elect to take single insurance coverage and shall receive an annual payment of \$1,000.

3. Employees who participate in the above insurance waiver must notify the Board Treasurer in writing no later than the last day of the open enrollment period of any year that they wish to decline coverage.
4. Any employee who has elected to participate in the insurance waiver and during the year loses insurance coverage through divorce, death, job loss, layoff, etc. shall be provided Board insurance coverage upon notification of the Treasurer. The employee will return a prorated portion of the annual payment.
5. An employee electing to take the insurance option shall receive payment no later than 90 days after days after the close of the open enrollment period.
6. The insurance waiver option shall be annual.

C. Insurance Study Committee

1. The Board, ELEA, and OAPSE will mutually agree to create a Joint Insurance Committee with representatives consisting of the Board, Administration, ELEA, and OAPSE. Each group will have appointed members/representatives selected to serve on the committee.
2. The Joint Insurance Committee shall meet and review the current insurance benefits package and shall investigate methods to improve current benefits and reduce overall cost. The Committee will meet a minimum of twice per school year or more frequently if deemed necessary by members of the Committee.
3. The Committee will review and have access to monthly and annual costs relative to Medical Claims, Prescription Claims, and other cost incurred with Health Insurance expenses. The Committee will study the monthly and annual cost/claims to share, educate, and communicate to staff members of each association the most current cost and expenses of the district's health insurance plans, if applicable through allowable data released under current Insurance Plan Design and/or HIPPA.
4. The annual preparation of a document created jointly by the Health Insurance Committee will be developed to communicate to district personnel the Insurance benefits plan options recommended by the Insurance Committee, Administration, and joint association members in accordance with the financial status of the district.

13.12 STRS Pick-Up Via Salary Reduction

- A. The Eastern Local Board of Education agrees with the Eastern Local Education Association to STRS "pick-up" utilizing the salary reduction method contributions to the State Teachers Retirement System paid upon behalf of the employees, at no cost to the Board; in the bargaining unit under the following terms and conditions:
 - 1. The amount to be "picked-up" on behalf of each employee shall be the employee's statutory percentage of the employee's gross annual compensation. The employee's annual compensation shall be reduced, at no cost to the Board by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.
 - 2. The pick-up shall apply uniformly to all members of the bargaining unit.
 - 3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
 - 4. Payment for all paid leaves, sick leave, personal leave, severance and supplementals including unemployment and worker'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).

- B. Each teacher will be responsible for compliance with Internal Revenue salary exclusion allowance regulations with the respect to the "pick-up" in combination with other tax deferred compensation plans.

- C. If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this article of the Agreement shall be declared null and void.

ARTICLE 14 **CONTRACT APPLICABILITY**

- 14.01** A. In the event there is a conflict between a provision of this contract and ORC 4117.10 (A) or federal law, or valid rule or regulation adopted by federal agency as determined by a court of competent jurisdiction, ORC 4117.10 (A) or federal law or valid rule or regulation adopted by a federal agency shall prevail as to that provision. All other provisions of this contract which are not in conflict with ORC 4117.10 (A) or federal law, or valid rule or regulation adopted by a federal agency, thereto, shall continue in full force and effect in accordance with their terms. The parties will meet to negotiate any necessary change in the Contract relative to the affected provision within sixty (60) days by demand of either party.

- B. If, during the term of this Contract, there is a change in ORC 4117.10 (A) or federal law, or valid rule or regulation adopted a federal agency pursuant thereto, which would invalidate any provision of this Contract, as determined by a court of competent jurisdiction, the parties will meet to negotiate any necessary change in the Contract relative to the affected provision within sixty (60) days by demand of either party.

ARTICLE 15 DURATION OF CONTRACT

15.01 This contract between the Eastern Local School Board and the Eastern Local Education Association shall be in effect from September 1, 2013 through and including August 31, 2016.

SIGNATURES

Signed this _____ day of _____, 2013 by the parties:

For the Board:

For the Union:

President

President

Superintendent

Spokesperson

Date: _____

Date: _____

APPENDIX A

EASTERN LOCAL EDUCATION ASSOCIATION

Ohio Teacher Evaluation System Handbook

Policies and Protocol

District Evaluation Committee for Teacher Evaluation

9/12/2013

This document outlines the policies and protocol for implementation of the Ohio Teacher Evaluation System as defined by the Ohio Department of Education and the Collective Bargaining Agreement between the Eastern Local Board of Education and the Eastern Local Education Association.

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Evaluation

Note: This article applies only to those teachers who are subject to the Ohio Teacher Evaluation System (OTES) per the requirements of sections 3319.111 and 3319.112 of the Ohio Revised Code (see Application language below). The evaluation of other personnel shall be developed by the evaluation committee, which contains representatives from positions affected, and will be closely aligned to the evaluation system that is in place for impacted personnel (with the exception of student growth measures).

Important Definitions

- A. **Electronic Teacher and Principal Evaluation System (eTPES):** The electronic system used by the district to report to ODE aggregate final summative teacher evaluation ratings.
- B. **Evaluation Cycle:** The period of time for the completion of the evaluation procedure. The evaluation cycle is completed when student growth measures resulting from assessments that were administered in the previous or current school year are combined with the teacher performance ratings from the current school year.
- C. **Evaluation Factors:** The multiple measures that are required by law to be used in the teacher evaluation procedure. The two factors, which are weighted equally, are student growth measures at fifty percent (50%) and teacher performance at fifty percent (50%).
- D. **Evaluation Framework:** The document created and approved by the Ohio Department of Education (ODE) in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.
- E. **Evaluation Instrument:** The forms used by the teacher's evaluator.
- F. **Evaluation Procedure:** The procedural requirements set forth in this agreement to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.
- G. **Evaluation Rating:** The final summative evaluation level that is assigned to a teacher based on evaluations that are conducted pursuant to the terms of this agreement. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures where fifty percent (50%) of the evaluation rating is based on student growth measures as provided for in this agreement and fifty percent (50%) of the evaluation rating is based on a teacher performance rating as provided for in this agreement. Each completed evaluation will result in the assignment of one of the following evaluation ratings to the teacher: Accomplished, Skilled, Developing, or Ineffective.

- H. Ohio Teacher Evaluation System (OTES): The teacher evaluation system that is codified under sections 3319.111 and 3319.112 of the Ohio Revised Code.
- I. Poorly Performing Teacher: A teacher who continues to receive an overall summative rating of ineffective after receiving an ineffective rating for a period of no less than two out of the last three years, and who takes the written examinations required pursuant to section 3319.58 of the Ohio Revised Code, and who completes a remediation and/or improvement plan during the subsequent school year.
- J. Remediation Plan: A written plan which shall be collaboratively put into place with the teacher and the assigned credentialed evaluator, in order to directly address any deficiencies cited in the evidence that is gathered during walkthroughs and formal observations.
- K. Shared Attribution: The practice of assigning student(s) growth results to a group of appropriately licensed educators who consistently meet to collaboratively plan and provide instruction and/or intervention for a student or defined group of students on a specific topic and/or grade level and which may or may not be reported in the teacher-student data linkage system.
- L. Student Growth Measure (SGM): A unit of academic growth projected for a student over specified period of time, and which has been established according to a set of procedures defined either by the value-added data system provider employed by the State of Ohio or by the school district for approved vendor assessments or locally developed student learning objectives (SLOs).
- M. Student Learning Objective (SLO): A measurable academic growth target that a teacher sets at the beginning of the course/term for all students or for subgroups of students to be achieved by completion of an established interval based upon baseline data gathered at the beginning of the course.
- N. Teacher of Record: A teacher who
1. is responsible for assigning the grade to the student, and,
 2. is required to have the proper credentials to teach the particular subject/grade level for which he/she has been designated “teacher(s) of record”, and
 3. is responsible for a minimum of fifty percent (50%) of a student’s scheduled instructional time within a given subject or course.
- O. Teacher Performance: The assessment of a teacher’s performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations of a teacher’s practice (including materials and other instructional artifacts) and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may be coded as “1” indicating lowest performance to “4” indicating highest performance.

- P. Teacher-Student Data Linkage (TSDL): The process of connecting the teacher(s) of record [based upon above definition] to a student and/or defined group of students' achievement scores for the purpose of attributing student growth to that teacher.

Purposes

- A. The purposes of teacher evaluation are:
1. To serve as a tool to advance the professional learning and practice of teachers individually and collectively in a school district.
 2. To inform instruction.
 3. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

Application

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

Committees

A. District Evaluation Committee for Teacher Evaluation

The association and the board agree to establish a standing joint evaluation committee for the purpose of establishing the policy, procedures, and processes, including the evaluation instrument, for the evaluation of teachers in the district and to regularly review the effectiveness of said factors for the evaluation of teachers in the district.

1. Committee Composition

- a. The committee shall be comprised of 4 association members appointed by the association. In addition each party may appoint up to one ad hoc non-voting member to assist and/or attend committee meetings.
- b. Committee members shall serve not less than two years.
- c. Committee members shall be representative of elementary, middle school, secondary, and specialty areas (e.g., music, art, special education) and programs (e.g., career tech) within the district.
- d. Committee members shall be paid at their hourly per diem rate.

2. Committee Operation

- a. The committee shall be chaired jointly by a committee member from the association and a committee member appointed by the board.
- b. Members of the committee shall receive training in all aspects of OTES, the state adopted evaluation framework, the standards for the teaching profession, teacher of record, shared attribution, and teacher-student data linkage prior to service on the committee.
- c. The committee shall establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.
- d. Committee agendas shall be developed jointly by the co-chairpersons of the committee.
- e. All decisions of the committee shall be achieved by consensus.
- f. Members of the committee shall receive release time for committee work and training.

3. Committee Authority

- a. The committee shall be responsible for jointly developing, reviewing, and recommending the policy, procedures, and processes, including the evaluation instrument, for teacher evaluation.
- b. The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.
- c. The board and the association shall bargain during regular contract negotiations all elements of the teacher evaluation procedure that are not expressly prohibited subjects of bargaining, and these negotiations shall be satisfactorily completed prior

to the implementation of the evaluation procedure or prior to any modification or amendment of same. Any agreement that is achieved through said negotiations shall be subject to ratification by both parties.

- d. The board shall amend its evaluation policy to conform to the terms of this agreement.
- e. If either party wishes to consider any change or revision to the evaluation procedure or process, including the evaluation instrument, during the term of this agreement, it shall discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or process, including the evaluation instrument, during the term of the agreement, then said recommendation shall be subject to ratification by the board and the association.
- f. In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to this agreement shall discuss this topic to determine whether adjustments are appropriate during the term of this agreement. The implications of changes made to the Ohio Revised Code regarding evaluation may be bargained without opening the entire negotiated agreement.

B. Student Growth Measures (SGMs) Committee

The association and the board agree to establish a standing joint committee for the sole purpose of assessing, reviewing, and approving the many facets of SGMs and providing professional development on SGMs.

1. Committee Composition

- a. The committee shall be comprised of three to six association members appointed by the association president with preference given to one from each building, an administrator from each school building appointed by the superintendent, and the superintendent or his/her designee. In addition each party may appoint up to one (1) ad hoc non-voting member per building to assist and/or attend committee meetings.
- b. The members of the committee shall be representative of the elementary school, the middle school, and high school.
- c. The terms of association members on the committee shall be for a period of no less than two (2) years unless a member leaves the district, retires, requests that the association removes him/her from the committee, is no longer able to serve due to unforeseen circumstances, or is removed by action of the association.
- d. At the conclusion of the association member's term, or removal there from, the association will appoint a successor.
- e. Committee members shall be paid at their hourly per diem rate.

2. Committee Operation

- a. The committee shall be chaired jointly by a committee member from the association and a committee member from administration.
- b. Members of the committee will receive training on the writing of student learning objectives (SLOs), value-added (including, but not limited to, ODE SGM trainings, teacher of record, shared attribution and teacher-student data linkage) prior to beginning their work, and any other training that may become necessary for the committee. (For example: when the district approves a new vendor assessment, all committee members and the bargaining unit will be trained on the new system and SGM application).
- c. Committee agendas will be developed jointly by the co-chairs of the committee.
- d. At the initial meeting, the committee shall develop the ground rules by which the committee shall operate, review them at each meeting, and update them thereafter as needed.
- e. All decisions of the committee shall be evidence-based and achieved by consensus.
- f. Members of the committee shall receive release time or compensation for work outside the contractual work day for committee work and training.
- g. Committee will meet on an as-needed basis.

3. Committee Authority

- a. The SGM committee shall recommend the policies and procedures for the student growth portion of the evaluation procedures to the association and the board.
- b. The SGM committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.
- c. The association and the board shall bargain as required in accordance with Ohio Revised Code 4117.
- d. The SGM committee shall define the five (5) levels that count towards the final summative rating of teacher effectiveness: most effective, above average, average, approaching average, least effective.

C. Qualifications and Roles

1. An evaluator must be the full-time, credentialed contracted building principal of the district complete a state-mandated evaluator credentialing training.

2. A teacher's evaluator will be their assigned principal.
3. The person who is responsible for assessing a teacher's performance shall be:
 - a. The teacher's immediate supervisor for those teachers with an expected level of student growth or a below expected level of student growth on the student growth measure dimension of the evaluation procedure.
 - b. An evaluator selected by the teacher for those teachers with an above expected level of student growth on the student growth measure dimension of the evaluation procedure.
4. In assessing a teacher's performance, evaluators will not make judgments, or otherwise discriminate, on the basis of a teacher's age, length of service, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership, or union activism.

Orientation and Professional Development

A. Orientation of Teachers

1. Not later than September 30 of each year, or in the case of a new teacher, within thirty (30) days of the first day employed, each teacher shall be notified in writing of the name and position of his or her evaluator.
2. A teacher newly employed or one reassigned after the beginning of the work year shall be notified by the evaluator of the evaluation procedures in effect. Such written notification shall be within two (2) weeks of the first day in a new assignment.

B. Professional Development

1. The board shall meet the requirements of ORC 3319.112(A)(8)(9) to provide professional development and sufficient financial resources to support the professional learning required by this agreement
2. The board shall provide training on the teacher evaluation procedure and written instructions on the purpose, mechanics, and dimensions of the evaluation procedure for all credentialed evaluators and all teachers by September 30th.
4. The board shall provide training on the teacher evaluation procedure, including recalibration of evaluation ratings annually and said training shall address the evaluation standards and rubrics, tools, processes, and methodology, including the use of student growth data.

C. Student Growth Measure Training

1. Trainers

- a. All trainers shall successfully complete the state-approved SGM training of trainers.
- b. Updates to SGM trainings and group professional development shall occur at least on an annual basis.

2. Teachers for whom SGMs are applicable shall receive written instructions on the development and utilization of SGMs no later than May 1 prior to the school year when the SGM will be considered part of the teacher's final, summative evaluation rating.

- a. Said teachers shall receive ongoing support and training to ensure they are capable in development, utilization, and scoring of SGMs.
- b. The written instructions and group SGM trainings shall be presented annually to the teachers no later than the first Waiver Day or in the case of a new teacher, no later than 30 Days after initial employment in the district.

D. Funding for Professional Development and Training

1. The board shall determine funding as needed to guarantee the success of the teachers covered by this policy. The financial resources to support the professional development will be provided in the following order:

- a. Teachers designated to professional development remediation and/or SGM- driven improvement plan, post-observation conference, or formal debriefing sessions following walkthroughs. The evaluator and teacher shall jointly identify training, classes, resources, etc.
- b. All other teachers not identified above.

2. All requests for professional dollars shall be submitted to the district treasurer, including the cost of the professional development. If the request is denied, the district treasurer shall provide to the teacher in writing the reason for the denial within five (5) working days.

Evaluation Structure and Procedures

A. Schedule of Evaluation

1. No teacher shall be evaluated more than once annually, said evaluation shall include a minimum of two (2) observations.

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

B. Criteria for Performance Assessment

1. A teacher's performance shall be assessed based on the Ohio Educator Standards (or comparable standards) and rubrics for teaching and the criteria set forth in the evaluation instrument, Appendix 5 to this agreement.
2. Teacher performance assessments shall be based solely on the evidence provided by the teacher, on the formal observations of the teacher by the teacher's assigned evaluator, and the walkthroughs that are set forth in this agreement.
3. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
4. No misleading, inaccurate, untimely, or undocumented information may become part of a teacher's performance assessment. All results and conclusions of performance assessments shall be documented and supported by evidence.
5. In implementing performance assessments, the district shall conduct all assessments so as to observe the legal and constitutional rights of teachers; and no teacher performance information shall be collected by video or audio devices.

C. Observations

1. Schedule of Observations

- a. A minimum of two (2) formal observations shall be conducted. A formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least three (3) weeks between formal observations. The first formal observation shall be completed by January 15 second formal observation shall be completed by April 1.
- b. 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); or any approved leave of absence of three (3) or more days.

2. Observation Conference

- a. All formal observations shall be preceded by a pre-observation conference between the evaluator and the teacher within 5 working days of the observation. At the pre-observation conference teachers shall provide evidence for the work situation to be observed on the pre-observation form.
- b. A post-observation conference shall be held after each formal observation. The post observation conference shall take place within 5 working days following the formal observation.
- c. The evaluator shall provide the teacher with copies of all written or electronic documentation including but not limited to notes, scripts, artifacts, and evidence collected during formal observations and walkthroughs.
- d. A teacher may request a formal observation at any time in addition to those required by this procedure in agreement with building administrators consent
- e. Formal observations shall not disrupt and/or interrupt the classroom learning environment.
- f. All formal observations shall be announced.

D. Walkthroughs

1. A walkthrough is a formative assessment process that focuses on one (1) or no more than two (2) teaching components resulting in a brief written note or summary.
2. Walkthroughs shall consist of at least 3 consecutive minutes, but not more than 5 consecutive minutes in duration.
3. The teacher shall be provided a copy of all scripted and anecdotal documents relative to the walkthrough; and at the request of the teacher, a formal debriefing no later than five work days following the walkthrough.
4. Walkthroughs shall not disrupt and/or interrupt the learning environment in the classroom.
5. A walkthrough may be requested by the teacher in addition to those initiated by the employer; and shall include written feedback to ensure that all aspects of the teacher performance are evidence based.

E. Remediation of Deficiencies Identified During Observations and Walkthroughs

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

F. Student Growth Measures (SGM)

1. When utilizing vendor assessments to construct SGMs, all related materials shall be purchased, and all affected staff shall be trained on utilization and other considerations by the first Waiver Day
2. When utilizing SLOs to construct SGMs, the teacher shall submit the completed SLO template for approval of the SLO no later than September 30
 - a. The SGM committee shall review all submitted SLOs by October 31st.
 - b. Any SLO that is rejected by the SGM committee shall be returned to the teacher/group with specific designation of deficiencies within five working days.
 - c. The resubmission of the SLO shall occur by November 15th.
 - d. All SLOs must be approved by January 15.
1. Teachers shall administer the final assessment to determine student growth as defined in the approved SGMs during the district-defined “Finals Week”.
2. Prior to submitting the SGM results to the designated evaluator, the teacher may request that the SGM Committee review the results for the sole purpose of verifying accuracy.
3. Teachers shall submit all SGM results to his/her evaluator by April 25th
4. Evaluators may conduct a final meeting with individual teachers to discuss SGM scores by April 30.

G. Criteria for SGM

1. The SGM portion of the evaluation shall be derived from Value Added Score or locally developed measures such as Student Learning Objectives.
2. For employment decisions, the consideration of the student growth portion of the teacher evaluation must consist of a minimum of three consecutive years of SGM data from the same grade level, subject matter, and/or age level.
3. The annual final summative rating of teacher effectiveness shall utilize SGM data from the previous year (for Value Added) or the current year (for SLOs) in conjunction with the teacher performance rating from the current year.
4. The VA progress dimension established under section 3302.021 of the Ohio Revised Code, or an alternative student academic progress measure, if adopted by the State Board of Education, shall be used in the SGM portion of an evaluation in proportion to the part of the teacher’s schedule of courses or subjects for which the VA progress dimension is applicable.

5. All SGMs shall be derived through a pre- and post-assessment process. The period of time between the pre- and post-assessments for determining student growth must be a minimum 7 weeks.
6. The scoring of SLOs shall be based on a standard scoring matrix established by the SGM committee.
7. Factors in determining SGMs for purposes of retention, promotion, layoff, and recall decisions must include, but are not limited to:
 - a. Student attendance
 - b. A teacher may elect to exclude the SGMs attributed to any student evidencing more than fifteen (15) days of excused and/or unexcused absences from the classroom.
 - c. A teacher evidencing fifteen (15) days or more of excused and/or unexcused absences as defined in the negotiated agreement may elect to defer consideration of student growth measures to a subsequent year or modify the SGM expectations.
8. Changes in specific federal/state mandates - A teacher who has voluntarily transferred or who is involuntarily transferred for any purpose to meet the mandated Third Grade Reading Guarantee or another State or ESEA mandate, shall have accumulated a minimum of three consecutive years of SGM data before any job action may be taken on the basis of the SGM data.
9. Common Core Standards - If state and/or federal mandates require a change in the existing mandated value-added and/or other mandated tests/scoring which become a portion of teacher(s) SGM scores, a minimum of three consecutive years of SGM data shall be collected under the revised mandate before any job action may be taken on the basis of the SGM data.
10. Teacher on approved leave – A teacher who has been approved for sick leave and/or the Federal Medical Leave Act for not less than four (4) consecutive weeks shall not have the SGM portion for that school year used in a Final Summative Rating of Teacher Effectiveness.
11. Teachers with student teachers – A teacher who has a student teacher assignment for not less than eight (8) weeks shall not have the SGM portion for that school year used in a Final Summative Rating of Teacher Effectiveness, unless requested by the teacher.
12. Teacher who has been transferred – A teacher, who is transferred to a different position (e.g. subject, grade level) shall have an SGM score consisting of a minimum of three consecutive years of SGM data before any job action may be taken.

13. Job sharing arrangement – The percentage of SGM scores applicable to teachers in an approved job sharing arrangement shall have been agreed to by the individual teachers in the job sharing arrangement and documented by the building principal.
14. Co-teaching arrangement (e.g. Inclusion) – Teachers who have an approved co-teaching arrangement shall have a percentage of the SGM score for the individual teachers in the co-teaching arrangement based on the time each has spent with the student(s).

H. Professional Development Plan

1. Professional growth and SGM-driven improvement plans shall be developed as
 - a. Teachers whose students evidence above expected levels of student growth shall develop a plan for continuing professional growth and may choose their credentialed evaluators for the evaluation cycle as set forth in this agreement.
 - b. Teachers whose students' evidence expected levels of student growth shall develop a professional growth plan collaboratively with the credentialed evaluators and shall have input on the selection of their credentialed evaluators for the evaluation cycle as set forth in this agreement.
 - c. Teachers whose students evidence below expected levels of student growth shall develop an SGM-driven improvement plan with their credentialed evaluators. The administration shall assign the credentialed evaluator for the evaluation cycle and approve the improvement plan as set forth in this agreement.
 - d. In the event that a teacher and evaluator are unable to agree on the evaluator's expectations for the improvement plan, the teacher may request a teacher mentor/coach or another mutually-agreed teacher of the district to facilitate further discussion between the teacher and the evaluator toward development of the improvement plan.
2. Professional growth and SGM-driven improvement plans for a school year shall be developed not later than September 30.
3. Professional growth and SGM-driven improvement plans shall describe the specific performance expectations, resources, and assistance to be provided.
4. The board shall provide for professional development, including mentoring/coaching, and for the allocation of financial resources to accelerate and continue teacher growth and improvement; and to provide support to poorly performing teachers as set forth in this agreement.

I. SGM-Driven Improvement Plans

1. An SGM-driven improvement plan is a clearly articulated assistance program for a teacher whose student growth measure rating falls below the expected level of student growth.
2. The SGM-driven improvement plan shall include:
 - a. specific performance expectations, resources, and assistance to be provided;
 - b. timelines for the completion of the plan; and
 - c. monetary, time, material, and human resources sufficient to realize the expectations set forth in the plan.

J. Mentor Teacher (Coach) for Teachers on an Improvement Plan

The district shall provide teachers under an improvement plan with a trained mentor teacher (coach) who is not the credentialed evaluator. The mentor teacher shall be provided release time to allow for consultations and/or observations with the teacher.

1. Release Time

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

2. Protections

- a. Other than a notation to the effect that a teacher provided additional service as mentor teacher, the teacher's activities as a mentor teacher shall not be part of that staff member's evaluation.
- b. A mentor teacher shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.
- c. No mentor teacher shall be requested or directed to divulge information from the written documentation or confidential mentor/mentee discussions.
- d. All interaction, written or oral, between the mentor teacher and the teacher shall be regarded with the same confidentiality as that represented by the attorney/client relationship.

K. Finalization of the Evaluation

1. Written Report

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

2. Completion of Evaluation Cycle

- a. The summative evaluation of a teacher shall be based upon student growth measures from assessments that were administered in the previous school year for Value Added Scores and the current year for other scores and performance that is assessed through evidence gathered during the walkthroughs and formal observations that are conducted for the current school year.
- b. The evaluation shall acknowledge, through the evidence gathered, the performance strengths of the teacher evaluated as well as performance deficiencies, if any.
- c. The evaluator shall note evidence of all the data used to support the conclusions reached in the formal evaluation report.
- d. The evaluation report shall be signed by the evaluator; and the evaluation report shall be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file. The teacher's signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report.
- e. The evaluation report shall be completed by May 10, signed by both parties, and filed with the superintendent.
- f. Once every two years the board shall evaluate each teacher assigned an evaluation rating of accomplished on the teacher's most recent evaluation conducted under this article. The biennial evaluation shall be completed by the first day of May of the applicable school year, and the teacher shall receive a written report of the results of the evaluation by the tenth day of May of that school year.
- g. Effectiveness (Effectiveness Rating) – The Superintendent shall annually file a report to the Department of Education including only the following information: the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating (Accomplished, Proficient, Developing or Ineffective) aggregated by teacher preparation programs and the years in which the teachers graduated. All other information and documents obtained through the evaluation process shall be stored and maintained by district.
- h. A teacher shall be given by the district one (1) copy of all information and documents obtained through the evaluation process.
- i. The district shall submit the final summative rating of teacher effectiveness to the Ohio Department of Education by May 10.

L. 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.

1. Due Process

- a. A teacher shall be entitled to association representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.
- b. Failure by the district to adhere to any timeline, condition, or due process established in this agreement by ELEA and Eastern Local Board of Education, shall render the evaluation, including the summative rating, void and shall automatically require re-employment of the teacher under a continuing contract, if eligible, or an appropriate limited contract if the teacher is not eligible for a continuing contract.

2. Personnel Action

- a. The evaluation procedure contained in this agreement shall not be used in any decision concerning the retention, promotion, removal, reduction, or recall of any teacher until two evaluation cycles have been completed and include two consecutive years of SGM data, beginning in the school year 2015-2016. Any provisions set forth by law, ORC, or ODE mandates will be implemented. Regarding promotion and retention of teachers, the highest three ratings a teacher can receive shall be deemed comparable evaluations

1. Evaluation Summary and Timeline

When does Evaluation of Teachers Occur?	Each Year Every Other Year for Teachers with an Accomplished Rating
How is Evidence Collected?	2 Formal Announced Observations 1 st Observation: By January 15 2 nd Observation: By April 1 Formal Observations require notification at least 5 days prior Formal Observations require Post Conferences at least 5 days after <i>For teachers on a limited contract there may be 3 observations</i> Informal Unannounced Observations and Walkthroughs (3-5 minutes) Student Growth Measure Rating (Value Added Scores or SLOs)
Student Learning Objective (if applicable) First Draft Due Date	September 30
Student Learning Objective Resubmission Due Date	November 15
Student Learning Objective Scores Due Date	April 25
Evaluation Completed	May 1
Written Copy of Evaluation to Teacher	May 10

Name _____

Date _____

2. Self-Assessment Summary Tool

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

	Standard	Strengths	Areas for Growth	Priorities (Check 2)
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		Strengths	Areas for Growth	Priorities (Check 2)
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 			

3. 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

<u>Annual Focus</u>	<u>Date</u>	<u>Areas for Professional Growth</u>
These are addressed by the evaluator as appropriate for this teacher.		Comments during conference with teacher and evaluator are made appropriate to the needs of the teacher.
<i>Goal 1: Student Achievement/Outcomes for Students</i> <i>Goal Statement:</i> <i>Evidence Indicators:</i>		
<i>Goal 2: Teacher Performance on the Ohio Standards for the Teaching Profession</i> <i>Goal Statement:</i> <i>Evidence Indicators:</i>		

Evaluator Signature

Date

Teacher Signature

Date

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

4. Improvement Plan

Teacher

Grade Level/ Subject:

Name: _____

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 Skilled level or above.

5. 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				
	ASSESSMENT DATA (Standard 3: Assessment) <i>Sources of Evidence:</i> Pre-Conference	The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans. The teacher does not use or only uses one measure of student performance.	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. 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.	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. 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.	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. 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.

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
	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>

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

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 align="center"><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
Evidence				

Instruction and Assessment		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p align="center">ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</p> <p align="center"><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>

Instruction and Assessment				
	Ineffective	Developing	Skilled	Accomplished
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				

6. Teacher Performance and Student Growth Matrix

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	Skilled		Skilled	Developing
	Expected	Skilled	Skilled	Developing	Developing
	Below Expected	Developing	Developing	Developing	

7. 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.

8. Student Learning Objective (SLO) Template

This template should be completed while referring to the SLO Template Checklist.

Teacher Name: ____ Content Area and Course(s): ____ Grade Level(s): ____ Academic Year: ____

Please use the guidance provided in addition to this template to develop components of the student learning objective and populate each component in the space below.

Baseline and Trend Data

What information is being used to inform the creation of the SLO and establish the amount of growth that should take place?

Student Population

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

Interval of Instruction

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

Standards and Content

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

Assessment(s)

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

Growth Target(s)

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

Rationale for Growth Target(s)

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

9. Student Learning Objective (SLO) Template Checklist

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

Baseline and Trend Data	Student Population	Interval of Instruction	Standards and Content	Assessment(s)	Growth Target(s)	Rationale for Growth Target(s)
<i>What information is being used to inform the creation of the SLO and establish the amount of growth that should take place within the time period?</i>	<i>Which students will be included in this SLO? Include course, grade level, and number of students.</i>	<i>What is the duration of the course that the SLO will cover? Include beginning and end dates.</i>	<i>What content will the SLO target? To what related standards is the SLO aligned?</i>	<i>What assessment(s) will be used to measure student growth for this SLO?</i>	<i>Considering all available data and content requirements, what growth target(s) can students be expected to reach?</i>	<i>What is your rationale for setting the target(s) for student growth within the interval of instruction?</i>
<input type="checkbox"/> Identifies sources of information about students (e.g., test scores from prior years, results of preassessments) <input type="checkbox"/> Draws upon trend data, if available <input type="checkbox"/> Summarizes the teacher's analysis of the baseline data by identifying student strengths and weaknesses	<input type="checkbox"/> Identifies the class or subgroup of students covered by the SLO <input type="checkbox"/> Describes the student population and considers any contextual factors that may impact student growth <input type="checkbox"/> If subgroups are excluded, explains which students, why they are excluded and if they are covered in another SLO	<input type="checkbox"/> Matches the length of the course (e.g., quarter, semester, year)	<input type="checkbox"/> Specifies how the SLO will address applicable standards from the highest ranking of the following: (1) Common Core State Standards, (2) Ohio Academic Content Standards, or (3) national standards put forth by education organizations <input type="checkbox"/> Represents the big ideas or domains of the content taught during the interval of instruction <input type="checkbox"/> Identifies core knowledge and skills students are expected to attain as required by the applicable standards (if the SLO is targeted)	<input type="checkbox"/> Identifies assessments that have been reviewed by content experts to effectively measure course content and reliably measure student learning as intended <input type="checkbox"/> Selects measures with sufficient "stretch" so that all students may demonstrate learning, or identifies supplemental assessments to cover all ability levels in the course <input type="checkbox"/> Provides a plan for combining assessments if multiple summative assessments are used <input type="checkbox"/> Follows the guidelines for appropriate assessments	<input type="checkbox"/> All students in the class have a growth target in at least one SLO <input type="checkbox"/> Uses baseline or pretest data to determine appropriate growth <input type="checkbox"/> Sets developmentally appropriate targets <input type="checkbox"/> Creates tiered targets when appropriate so that all students may demonstrate growth <input type="checkbox"/> Sets ambitious yet attainable targets	<input type="checkbox"/> Demonstrates teacher knowledge of students and content <input type="checkbox"/> Explains why target is appropriate for the population <input type="checkbox"/> Addresses observed student needs <input type="checkbox"/> Uses data to identify student needs and determine appropriate growth targets <input type="checkbox"/> Explains how targets align with broader school and district goals <input type="checkbox"/> Sets rigorous expectations for students and teacher(s)

10. SLO Scoring Template

The template may be used to organize data for SLOs.

1. First, the teacher adds the name or identification number for each student into the worksheet. Additional rows may be added as needed.
2. Then, the teacher enters each student's baseline score. This may be from a combination of data points and available information such as scores on the assessment administered at the beginning of the school year or from the previous year /class if available, or other measures that help to set the baseline of the student performance.
3. Next, using their completed SLO template as a guide, the teacher enters each student's established growth target.
4. The teacher enters the final performance data for each student.

% of students that exceeded/ met growth target	Descriptive Rating	Numerical Rating
90 – 100	Most Effective	5
80 – 89	Above Average	4
70 – 79	Average	3
60 – 69	Approaching Avg.	2
59 or less	Least Effective	1

Final SLO Percentage
% Exceeding/Meeting Target: %
% Below Target: %

NUMERICAL RATING OF SLO:

APPENDIX B
EASTERN LOCAL SCHOOL DISTRICT
ASSAULT LEAVE REQUEST

NAME OF EMPLOYEE: _____

SCHOOL OR WORK STATION: _____

JOB CLASSIFICATION: _____

DATE OF ASSAULT: _____ TIME OF ASSAULT: _____

WHERE IT TOOK PLACE: _____

BY WHOM: _____

Describe what happened: _____

Injuries sustained (Attach Physician's Statement): _____

Specific dates you were off as a result of the assault: _____

I certify the above statements to be true to the best of my knowledge and I hereby request that I be granted Assault Leave for the dates listed.

Signature

APPENDIX C - 1
EASTERN LOCAL SCHOOLS

SICK LEAVE DONATION REQUEST FORM

(Master Agreement Section 11.14)

I, _____, a member of the bargaining unit represented by ELEA, have exhausted all accrued and advanced sick leave and other paid leave and hereby request a donation of _____ days of sick leave from other ELEA bargaining unit members due to my catastrophic illness or injury described below:

I understand that I may request donations more than once in any school year but that I am limited to a maximum of twenty (20) donated days per school year regardless of the number of requests I make.

Action by Ad Hoc Sick Leave Donation Review Committee

The above request is _____ Approved _____ Denied for _____ days of donated sick leave.

Superintendent

Association Representative

Treasurer

Association Representative

Number of days in this request: _____

Cumulative number of days requested in current school year (maximum of 20): _____

APPENDIX C - 2

NOTICE

TO: All ELEA Bargaining Unit Members
FROM: Ad Hoc Sick Leave Donation Review Committee
DATE: _____, 20_____
RE: Notice of Request for Sick Leave Donation (Master Agreement Section _____)

An ELEA bargaining unit member has made a request pursuant to Section 11.14 of the Master Agreement for a donation of sick leave due to catastrophic illness or injury. Such request has been approved by the Ad Hoc Sick Leave Donation Review Committee.

If you are interested in donating one (1) or two (2) day (s) of accrued unused sick leave in response to this Notice, please fill out and sign the Sick Leave Donation Form, which is available in the Treasurer's office, and return it to the Treasurer's office by the end of the day on: _____.

Questions should be directed to the Association President, the Superintendent, or the Treasurer.

APPENDIX C - 3

EASTERN LOCAL SCHOOLS
SICK LEAVE DONATION FORM
(Master Agreement Section 11.14)

I, _____, a member of the bargaining unit represented by ELEA, hereby donate _____ one or two day(s) of my accrued unused sick leave in response to the Notice of Request for Donation of Sick Leave dated _____.

I understand that I may donate two (2) days of sick leave per school year per each request for donation up to a maximum of four (4) donated days per school year.

Signature

(Date)

Date received by Ad Hoc Sick Leave Donation Review Committee: _____, 20____.

APPENDIX D

PAY DATES

School Year 2013-2014

September 13, 2013	January 17, 2014	May 23, 2014
September 27, 2013	January 31, 2014	June 6, 2014
October 11, 2013	February 14, 2014	June 20, 2014
October 25, 2013	February 28, 2014	July 4, 2014
November 8, 2013	March 14, 2014	July 18, 2014
November 22, 2013	March 28, 2014	August 1, 2014
December 6, 2013	April 11, 2014	August 15, 2014
December 20, 2013	April 25, 2014	August 29, 2014
January 3, 2014	May 9, 2014	

School Year 2014-2015

September 12, 2014	January 16, 2015	May 22, 2015
September 26, 2014	January 30, 2015	June 5, 2015
October 10, 2014	February 13, 2015	June 19, 2015
October 24, 2014	February 27, 2015	July 3, 2015
November 7, 2014	March 13, 2015	July 17, 2015
November 21, 2014	March 27, 2015	July 31, 2015
December 5, 2014	April 10, 2015	August 14, 2015
December 19, 2014	April 24, 2015	August 28, 2015
January 2, 2015	May 8, 2015	

School Year 2015-2016

September 11, 2015	January 15, 2016	May 20, 2016
September 25, 2015	January 29, 2016	June 3, 2016
October 9, 2015	February 12, 2016	June 17, 2016
October 23, 2015	February 26, 2016	July 1, 2016
November 6, 2015	March 11, 2016	July 15, 2016
November 20, 2015	March 25, 2016	July 29, 2016
December 4, 2015	April 8, 2016	August 12, 2016
December 18, 2015	April 22, 2016	August 26, 2016
January 1, 2016	May 6, 2016	

APPENDIX E
GRIEVANCE REPORT FORM
EASTERN LOCAL EDUCATION ASSOCIATION

Grievance No. _____

To be filed in triplicate

Name of Aggrieved

Date Filed

Assignment

Building

STEP I

(Submitted to Principal - _____)

A. Time and Date Grievance Occurred: _____

B. 1. Statement of Grievance: _____

2. Articles and Sections Violated: _____

3. Relief Sought: _____

Signature

Date

C. Date Grievance Discussed: _____

D. Disposition by Principal: _____

Signature of Principal

Date

NAME: _____ GRIEVANCE NO. _____

STEP II

(Submitted to Superintendent-_____)

A. Position of Aggrieved or Association: _____

Signature of Aggrieved _____ Date _____

B. Disposition by Superintendent: _____

Signature of Superintendent _____ Date _____

STEP III

(Submitted to Board:_____)

A. Position of Aggrieved or Association: _____

B. Disposition of Board: _____

Signature of Board President _____ Date _____

Name: _____

Grievance No.: _____

STEP IV

(Submitted to Arbitration - _____)

A. Position of Aggrieved or Association: _____

Signature of Aggrieved

Date

B. Disposition of Arbitrator: _____

Signature of Arbitrator

Date

APPENDIX F

PROFESSIONAL GROWTH REIMBURSEMENT APPLICATION FORM

******* THIS FORM MUST BE SUBMITTED PRIOR TO ENROLLING IN COURSE(S) FOR WHICH REIMBURSEMENT IS REQUESTED AND APPROVED BY LPDC CHAIR *******

Name of Bargaining Unit Member _____

Date of Request _____ School Year _____

Title of Course _____

Course # _____

Date/Term of Course _____

College, University or Institution _____

Course Credit Hour(s) _____ Course Fee _____

Description of Course _____

Signature of Applicant _____ Date _____

Signature of LPDC Chair _____ Date _____

In order to receive reimbursement in the current fiscal year, bargaining unit member must submit verification of course completion in the form of a transcript to the Superintendent no later than June 1.

Approval of Superintendent _____

Approval Date _____

For Additional Information please consult Article 13.07 Professional Growth of the Master Agreement.

B. If, during the term of this Contract, there is a change in ORC 4117.10 (A) or federal law, or valid rule or regulation adopted a federal agency pursuant thereto, which would invalidate any provision of this Contract, as determined by a court of competent jurisdiction, the parties will meet to negotiate any necessary change in the Contract relative to the affected provision within sixty (60) days by demand of either party.

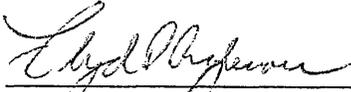
ARTICLE 15 DURATION OF CONTRACT

15.01 This contract between the Eastern Local School Board and the Eastern Local Education Association shall be in effect from September 1, 2013 through and including August 31, 2016.

SIGNATURES

Signed this 20th day of November, 2013 by the parties:

For the Board:



President



Superintendent

Date: 11-20-13

For the Union:



President

Spokesperson

Date: 11/20/13