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**Contract**

K# 30469

Between

The St. Marys Education Association/OEA-NEA

And

The St. Marys City Schools

**Effective August 20, 2013 through August 19, 2014**

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## **Article 1 – Recognition**

- 1.01 The St. Marys Board of Education, hereinafter referred to as the Board, recognizes that the St. Marys Education Association, an affiliate of the Ohio Education Association and National Education Association, as the sole and exclusive bargaining agent for all members of the bargaining unit in the St. Marys City School District. For purposes of this agreement, the bargaining unit shall be defined as all certificated employees of the St. Marys City School District serving under regular daily assignment teaching contracts and excluding all aids, substitute teachers, tutors, and all administrative and/or supervisory staff.
- 1.02 Except as modified by a specific and express term of this agreement, the Board retains all powers, rights, and responsibilities conferred upon it by the laws and Constitution of the State of Ohio and of the United States, including by way of illustration, the Board's right to:
- 1.021 Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- 1.02.02 Direct, supervise, evaluate, or hire employees;
- 1.02.03 Maintain and improve the efficiency and effectiveness of governmental operations;
- 1.02.04 Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- 1.02.05 Discipline or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- 1.02.06 Determine the adequacy of the work force, determine the overall mission of the employer as a unit of government, and to take actions to carry out the mission of the public employer as a governmental unit;
- 1.02.07 The employer is not required to bargain on subjects reserved to the management and direction of the Board except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

## **Article 2 – Workday / Work Year**

- 2.01 Length of School Day - The required work day for all teachers shall be seven (7) hours and forty (40) minutes in length.

- 2.01.01 Teachers will be given the opportunity to give input into the starting and ending times of the teacher work day, but the final decision rests with the principal, superintendent, and Board of Education.
- 2.01.02 If delay days are utilized, the BLT shall meet to plan training/activities to occur during 50% of the scheduled delay days per school year.
- 2.02 The employee's contract work year shall consist of one hundred eighty-two (182) days normally Monday through Friday. Elementary staff members shall have 178 student days; all other staff members shall have 180 student days. The remaining days shall be utilized as follows:
  - 2.02.01 One (1) day prior to the commencement of the school year for working in the room and/or meetings called by the principal.
  - 2.02.02 One (1) day after the close of the school year for working in the room, for record keeping and/or meetings called by the principal.
  - 2.02.03 Elementary staff members shall have two (2) days of parent-teacher conferences. One (1) day will equal one (1) daytime parent-teacher conference day and one (1) compensatory day will equal two (2) evening parent-teacher conference days.
- 2.03 Middle School Conferences – Middle School will hold two (2) two-hour after school conferences with the first conference to be held during the first semester and the second conference to be held during the second semester.

The end of the school year teacher work day shall be reduced by four (4) hours in exchange for holding and attending two (2) two-hour after school conferences.

**Article 3 – Contracts**

- 3.01 Continuing Contract Eligibility
  - 3.01.01 The Board will consider teachers for new continuing contracts no later than May 15 of each year.
  - 3.01.02 Any teacher employed on a multi-year limited contract is not eligible to be considered for a continuing contract until the year in which his/her limited contract will expire.
  - 3.01.03 If the teacher feels he/she will meet eligibility requirements in the next year, he/she may request a one-year contract so as to be able to apply for a continuing contract during the next school year.

3.01.04 Any teacher who has met the statutory teaching experience requirement for a continuing contract and who wishes to be considered for a continuing contract during the current school year must:

1. By December 1, give written notice to the Superintendent indicating that he/she is eligible to be considered for a continuing contract or anticipates becoming eligible to be considered for a continuing contract prior to April 1; AND
2. By April 1, to provide the Superintendent's office with written documentation verifying at least ONE of the following:

Receipt of a Professional or Permanent teaching certificates;

If no master's degree was held at the time of initially receiving a teaching certificate or license, completion of 30 semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate of license;

If a master's degree was held at the time of initially receiving a teaching certificate or license, completion of six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license.

3.01.05 Any teacher who provides the above notice of eligibility for a continuing contract after December 1, or who provides notice of eligibility prior to December 1 but then does not provide the written documentation of eligibility by April 1, will be considered for a one year limited contract.

### 3.02 Regular Contracts

3.02.01 All teachers employed by the Board of Education shall be issued written contracts in accordance with the Ohio Revised Code and shall include the following information:

- a. Name of teacher.
- b. Name of the school district and Board of Education.
- c. Type of contract, whether limited or continuing, if limited, the number of years the contract is to be in effect, (i.e., a 2-year limited).
- d. The basis of determining compensation (i.e., classroom teacher, B.A. degree, 5 years' experience).

- e. Number of days in teacher year.
- f. Provision for signature and date of signature of the teacher being contracted

3.03 The Board must comply with R.C. 3319.16 when it determines to terminate a teacher’s contract. Any and all challenges to the termination of a teacher’s contract shall be in accordance with R.C. 3319.16 in lieu of the procedure set forth in Article 20 (Grievance Procedure). However, if R.C. 3319.16 is eliminated, bargaining unit members shall have the right to proceed through the grievance procedure as set forth in Article 20 of the current collective bargaining agreement.

**Article 4 – Staff Ratios**

4.01 The goals for the average staff ratios during the life of this contract shall be established as follows:

|              |      |
|--------------|------|
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4.02 At the junior high school, the number of class sections will be five (5) unless the teacher agrees to an additional section. Memorial High School teachers will be assigned six teaching periods, one planning period, and one duty period. A teacher may teach an extra period in lieu of a duty period if both the teacher and administration agree to it.

4.03 Laboratory classes or classes which have limited number of work stations for students shall be limited to the number of students they can accommodate.

4.04 Band and vocal music classes shall be limited to the number of students which can be accommodated in a classroom.

4.05 Class Size when class size in grades K-3 exceeds twenty-seven (27) students, as reported on the ending enrollment column of the district’s Six Week Attendance Summary report, the teacher may request and receive the services of an instructional aide for up to one (1) hour per day.

4.06 Consistent with sound educational practice, no class size shall violate the maximum class size established by state or federal law and the calculation of said class sizes shall establish the ratio of students to educational service personnel (librarians, guidance counselors, nurses, elementary music, physical education, and art teachers) at no higher than the district-wide ratio.

4.07 No class size will exceed the physical facilities necessary for adequate instruction or exceed the number of desks or work stations necessary for each student.

**Article 5 – Planning/Conference Time and Lunchtime**

5.01 Planning Period: All teachers will be scheduled for at least two hundred (200) minutes per week for conference/planning time exclusive of the time allocated for lunch. Conference time shall not be scheduled in less than thirty (30) minute blocks of time.

5.02 Duty Free Lunchtime: Each teacher shall have a daily, uninterrupted, thirty (30) minute duty-free lunch period.

5.03 Substitutes for conference and planning time: The Board shall obtain qualified substitutes in all cases of teacher absences.

5.03.01 Any employee serving as an emergency substitute shall receive a rate of 0.06% (0.0006) of the base salary per substitution as compensation for the loss of their planning/conference time.

5.03.02 In no event shall a teacher be assigned such emergency substitution without mutual agreement of the teacher and administrator, nor shall they be required to perform such substitution if the teacher can demonstrate that such duty would harm or impede their own classroom duties.

**Article 6 – Drug Free Workplace Policy - Level 1 Employer**

6.01 Statement of Policy: The St. Marys City School District believes that it is very important to provide a safe workplace for all of its employees. The District is taking steps to address the problem of substance use that negatively affects every workplace, including ours. Our District is concerned with the health and well-being of all employees. Behaviors related to substance use can endanger all employees, not just the substance users. We cannot condone and will not tolerate behaviors on the part of the employees that relate to substance use, such as:

- a. Use of illegal drugs;
- b. Misuse of alcohol;
- c. Sale, purchase, transfer, trafficking, use or possession of any illegal drugs;
- d. Arrival or return to work under the influence of any drug (legal or illegal) or alcohol to the extent that job performance is affected.

6.01.01 Administration and the Board of Education are fully committed to our Drug-Free Workplace Policy that establishes clear guidelines for acceptable and unacceptable employee behavior for everyone in the workplace. We will not tolerate substance use in violation of this Policy and intent to hold everyone responsible for supporting the Policy.

6.01.02 This Policy describes our District's Drug-Free Workplace Program and every Employee\* is expected to read and understand it. The Policy applies to every employee\* including administration. The consequences stated in this Drug-Free Workplace Policy will apply to anyone who violates the Policy.

*\*This policy does not include employees hired as substitutes. However, the district does reserve the right to terminate the employment of any substitute employee suspected of being under the influence of drugs or alcohol.*

6.01.03 The District holds all employees accountable in terms of substance use but also supports getting help for employees. Employees who come forward voluntarily to identify that they have a substance problem will receive District support and assistance. However, if an employee has a substance problem and does not come forward and the employee then tests positive for drug or alcohol use in violation of this Policy, the District reserves the right to terminate employment for violation of this work rule. Employees whose jobs are subject to any special law or regulation may face additional requirements in terms of substance use. Other consequences that apply to all employees who violate this Policy are described within this document.

6.01.04 This program will go into effect within 30 days of the announcement of our Drug-Free Workplace Program and adoption by our Board of Education. Our Policy covers five key parts of the District's Program. The five parts are:

- a. a written policy that clearly spells out the program rules and how everyone benefits.
- b. annual substance awareness education for all employees.
- c. training for administrators and supervisors regarding their responsibilities.
- d. drug and alcohol testing, the most effective way to change harmful behaviors related to substance use.
- e. employee assistance.

6.01.05 Employees will have the opportunity to receive information about how substance use is a problem affecting the workplace. You will learn the signs and symptoms, dangers of use, and how and where to get help for yourselves and your families. The Assistant Superintendent will be our Drug-Free Coordinator so everyone knows who to go to for information or help. He/She will be responsible for arranging drug and alcohol testing, as needed, and will have a list of places that employees can turn to for help for themselves and/or their families. He/She will also arrange to get knowledgeable presenters to educate our employees about substance use.

- 6.02 Protections for Employees: This program is designed to protect employees from the behaviors of substance users. Some of the protections built into the program are
- 6.02.01 Employee records like testing results and referrals for help will be kept confidential. Information will be on a need-to-know basis. Any violation of confidentiality rights is subject to disciplinary action up to and including termination of employment.
  - 6.02.02 We're committed to employees who have a substance problem getting help. Each situation will be reviewed individually. Employee assistance is available for employees and their families. We want you to come forward if you have a substance problem and not wait. If you test positive, you risk losing your job. We do not want that to happen.
  - 6.02.03 All administrators and supervisors will be trained in their duties related to testing before this program begins.
  - 6.02.04 All employees will receive awareness education to help identify problems and learn where employees can go for help.
  - 6.02.05 Collection of urine specimens and breath testing will be done at the local hospital, and a certified laboratory will analyze urine drug test specimens. These labs use the highest level of care in ensuring that results are accurate, and the process that is used is 100% accurate in detecting that the substances that the District is concerned about are present in the employee in sufficient quantity to lead to behaviors that may hurt the person, students or other employees. The lab will work closely with our local hospital to ensure fairness and accuracy of every test, and we also have a Medical Review Officer (called an MRO), a trained physician responsible for checking whether there's a valid reason for the presence of the substance in the employee's system. The MRO is an expert in drugs and alcohol. When the MRO receives positive test results, the MRO will contact the employee and any appropriate health care provider to determine whether there is a valid reason for the presence of the drug in the person's system.
  - 6.02.06 If an employee requests a retest following a positive test (required use of split specimen), the employer shall pay for the test only if the result is a negative.
  - 6.02.07 The testing program consists of an initial screening test. If the initial results are positive, then a second test is used. Cut-off levels for each drug and for alcohol are established for what will be considered a positive test. These levels show that the employee didn't just have a little of the substance in his/her system, but enough to affect workplace safety or the

ability to do the job. These cut-off levels come from federal guidelines and are fair for all employees.

- 6.03 Employee Awareness Education: Every employee will attend a session in which this policy is discussed. You will have a chance to ask questions. We'll give everyone a copy of our written Policy and everyone will be expected to sign that they receive it. (Attachment A) Later, we'll have a qualified person explain why and how substance use is a workplace problem, the effects, signs/symptoms of use, effects of commonly used drugs in the workplace, and how to get help. There will be a minimum of two (2) hours of substance education for all employees. New employees will hear about the program during orientation and will receive substance education as soon as possible thereafter.
- 6.04 Supervisor Training: Supervisors will be trained to recognize substance problems that may endanger the employee and others, as well as, violate this Policy. This training is in addition to the employee education session. Supervisors will be trained about testing responsibilities, how to recognize behaviors that demonstrate an alcohol/drug problem and how to make referrals for help.
- 6.05 Drug and Alcohol Testing: Testing will be used to detect problems, get employees not to use substances in a way that they violate our Policy and then allow us to take appropriate action to correct the situation. In addition to alcohol, the drugs that we're testing for are:
  - a. Amphetamines (speed, uppers)
  - b. Cocaine (including crack cocaine)
  - c. Marijuana
  - d. Opiates (codeine, heroin, morphine)
  - e. Phencyclidine (PCP, "angel dust")
- 6.06 Employee Assistance: The District believes in offering assistance to employees with a substance problem. We have a rehabilitation program (Employee Assistance Program) and are supportive of employees taking action on their own behalf to address a substance problem. When an employee has a substance problem, we will meet with the employee to discuss the problem and any violation of this Policy. The District reserves the right to terminate based on a positive test.
- 6.07 When a Test Will Occur: Employees will be tested for the presence of drugs in the urine and/or alcohol on the breath under any and/or all of the conditions outlined below:
  - 6.07.01 Post-Offer, Pre-Employment Medical Examination and Drug Testing: As part of the District's employment procedures, all applicants will be required to undergo a post-offer, pre-employment drug test conducted by a contractor the District designates. Any offer of employment depends upon

satisfactory completion of this examination and/or screening, and the determination by the District and its examining physician that the person is capable of performing the responsibilities of the position that has been offered.

6.07.02 Reasonable Suspicion Testing: Reasonable suspicion testing will occur when administration has reason to suspect that an employee may be in violation of this Policy. The suspicion will be documented in writing prior to the release of the test findings. A reasonable suspicion test may occur based on:

- a. Observed behavior, such as direct observation of drug/alcohol use or possession and/or physical symptoms of drug and/or alcohol use;
- b. A pattern of abnormal conduct or erratic behavior;
- c. Arrest or conviction for a drug-related offense, or identification of an employee as the focus of a criminal investigation into illegal drug possession, use or trafficking. The employee is responsible for notification of the District, within five (5) working days, of any drug-related conviction;
- d. Information provided either by reliable and credible sources or independently corroborated regarding an employee's substance use; or
- e. Newly discovered evidence that the employee has tampered with a previous drug or alcohol test.

**\*\*Reasonable suspicion testing does not require certainty, but mere "hunches" are not sufficient to justify testing. To prevent this, all administrators and supervisors will be trained to recognize drug and alcohol signs and symptoms. Testing may be for drugs or alcohol or both. This includes all substitute employees.**

6.07.03 Post-Accident Testing: Post-accident testing will be conducted whenever an accident occurs, regardless of whether there's an injury. We consider an accident an unplanned, unexpected or unintended event that occurs on our property, during the conduct of our business, or during working hours, or which involves one of our motor vehicles or motor vehicles that are used in conducting District business, or is within the scope of employment, and which results in any of the following:

- a. A fatality of anyone involved in the accident;
- b. Bodily injury to the employee and/or another person that requires off-site medical attention away from the District's place of employment;
- c. Vehicular damage requiring towing of any vehicle involved in incident; or

d. Vehicle accident resulting in non-vehicular damage.

When such an accident results in one or more of the situations above, any employee who may have contributed to the accident will be tested for drugs or alcohol use or both.

6.07.04 Drug and/or Alcohol Testing after an Accident: Urine specimen collection (for drugs) or breath/saliva (for alcohol) is to occur as quickly as possible after a need to test has been determined. At no time will a urine specimen be collected after 32 hours from the time of an employment-related accident. Breath or saliva alcohol testing will be performed as quickly as possible, but no later than eight (8) hours after the incident, or it will be documented but not performed. If the employee responsible for an employment-related accident is injured, it is a condition of employment that the employee grants the District the right to request that attending medical personnel obtain appropriate specimens (breath, urine, and/or blood) for the purpose of conducting alcohol and/or drug testing. A signed consent to testing form is considered a condition of employment. Administration reserves the right to determine who may have caused or contributed to a work-related accident and may choose not to test after minor accidents if there is no violation of a safety or work rule, minor damage and/or injuries and no reasonable suspicion.

6.07.05 Follow up Testing after Return-to-Duty from Assessment or Treatment: This test occurs when an employee who has previously tested positive and the decision is made to not terminate the employee under a “last-chance” agreement. A negative return-to-duty test is required before the employee will be allowed to return to work. If the employee fails this test, this will lead to termination of employment. Once an employee passes the drug and/or alcohol test and returns to work, administration may choose to do additional unannounced tests for as long as we deem necessary. Any employee with a second positive test result will be terminated. Follow-up tests will be unannounced and may occur at any time for a time period that administration considers reasonable. The intent is to deter any subsequent usage that would result in a violation of our Policy and result in termination of employment.

6.08 Substances To Be Tested For And Methods Of Testing

6.08.01 The procedure that we are relying on is called systems presence testing. This is how qualified testing professionals identify the presence of one or more of prohibited controlled substances or alcohol that may be present in the employee. There is an initial screening test. If it is negative, then a negative test is declared. If the initial test is positive (comes in at or higher than the cut-off level), a second test called a “confirmatory” test is done. This is a different test and is considered 100% accurate by experts

and in court. Cut-off levels are standards that have been established for each of the tested drugs after years of research. These levels will be used to interpret all drug screens/tests, whether for a pre-employment examination, reasonable suspicion test, post-accident test, or follow up test.

6.08.02 Breath alcohol testing will be conducted by a medical clinic that uses only certified equipment and personnel. Breath alcohol concentrations exceeding .04 will be considered a verified positive result. In the event of an accident where an employee has “whole blood” alcohol drawn at a medical treatment facility, a result equal to or greater than .04 shall be considered to be a verified positive result. An Evidentiary Breath Test (EBT) will typically be used to confirm any initial positive test results. The District also reserves the right to add or delete substances on the list above, especially if mandated by changes in existing Federal, State, or local regulations or laws.

6.08.03 An employee who adulterates, attempts to adulterate or substitutes a specimen or otherwise manipulates the testing process will be terminated. A refusal to produce/provide a specimen is considered a positive test unless there’s a verifiable medical reason that the specimen could not be produced.

#### 6.09 Specimen Collection Procedure

6.09.01 Urine specimens and breath testing will be conducted by trained collection personnel who meet standards for urine collection and breath alcohol testing. Confidentiality is required from our collection sites and labs. Employees are permitted to provide urine specimens in private, but subject to strict scrutiny by collection personnel so as to avoid any alteration or substitution of the specimen. Breath alcohol testing will likewise be done in an area that affords the individual privacy. In all cases, there will only be one individual tested at a time. Failure to appear for testing when scheduled shall be considered refusal to participate in testing, and will subject an employee to the range of disciplinary actions, including dismissal, and an applicant to the cancellation of an offer of employment. An observed voiding will only occur if there is grounds for suspecting manipulation of the testing process.

#### 6.10 Review of Test Results

6.10.01 To ensure that every employee who is tested is treated fairly, we have contracted with a Medical Review Officer (“MRO”). The MRO is a doctor with a specialized knowledge of substance abuse disorders and will

be able to determine whether there are any valid reasons for the presence in the employee's system of the substance that was tested positive.

## 6.11 Employees' Rights When There's a Positive Test Result

6.11.01 An employee who tests positive under this Policy will be given an opportunity to explain the findings to the MRO prior to the issuance of a positive test result to the District. Upon receipt of a confirmed positive finding, the MRO will attempt to contact the employee by telephone or in person. If contact is made by the MRO, the employee will be informed of the positive finding and given an opportunity to rebut or explain the findings. The MRO can request information on recent medical history and on medications taken within the last thirty days by the employee. If the MRO finds support in the explanation offered by the employee, the employee may be asked to provide documentary evidence to support the employee's position (for example, the names of treating physicians, pharmacies where prescriptions have been filled, etc.). A failure on the part of the employee to provide such documentary evidence will result in the issuance of a positive report by the MRO with no attendant medical explanation. A medical disqualification of the employee will result. If the employee fails to contact the MRO as instructed, the MRO will issue a positive report to the District.

## 6.12 Reporting of Results

6.12.01 All test results will be reported to the MRO prior to the results being issued to the District. The MRO will receive a detailed report of the findings of the analysis from the testing laboratory. Each substance tested for will be listed along with the results of the testing. The District will receive a summary report, and this report will indicate that the employee passed or failed the test. All of these procedures are intended to be consistent with the most current guidelines for Medical Review Officers, published by the federal Department of Health and Human Services. HIPPA requirements shall remain in full force and effect.

## 6.13 Storage of Results and Right to Review Test Results

6.13.01 All records of drug/alcohol testing will be stored separately and apart from the employee's general personnel documents. These records shall be maintained under lock and key at all times. Access is limited to designated District officials. The information contained in these files shall be utilized only to properly administer this Policy and to provide to certifying agencies for review as required by law. Designated District officials that shall have access to these records are charged with the responsibility of maintaining the confidentiality of these records. Any breach of confidentiality with regard to these records may be an offense

resulting in termination of employment. Any employees tested under this Policy have the right to review and/or receive a copy of their own test results. An employee may request from the Drug-Free Coordinator, in writing, presenting a duly notarized Employee Request for Release of Drug Tests Results form, requesting that a copy of the test be provided. The District will use its best efforts to promptly comply with this request and will issue to the employee a copy of the results personally or by U.S. Certified Mail, Return Receipt Requested.

6.14 Positive Test Results

6.14.01 Employees who are found to have a confirmed positive drug or alcohol test will be immediately taken off safety-sensitive duties and are subject to discipline up to and including termination. If the employee is not terminated, they will sign a Last Chance Agreement indicating a treatment plan and random alcohol and drug testing for a specified period of time. (Attachment B)

6.15 Termination Notices

6.15.01 In those cases where substance testing results in the termination of employment, all termination notices will list "misconduct" as the reason. Termination shall be deemed "for cause."

**Article 7 – Reduction in Force - Teachers**

7.01 Seniority List

7.01.01 All teachers will be placed on the seniority list for the teaching field in which they are currently teaching. Teachers serving under continuing contracts will be placed at the top of the list in descending order of seniority. Teachers serving under limited contracts will be placed on the list under the continuing contract teachers, also in descending order of seniority.

7.01.02 Seniority will begin from the first day of work and will be defined as the length of continuous service as a certificated employee under regular contract in this district. Employment as a substitute teacher or permanent substitute teacher is not considered to be under a regular contract and does not count toward seniority.

7.01.03 Continuous employment will include all time on sick leave and/or military leave, but will not include Board approved leaves of absence or disability leave. Teachers on Board approved leaves of absence or on disability leave will not lose time previously held, but will not accrue seniority time while on leave. Seniority will be lost when a teacher resigns, is terminated or non-renewed, fails to return from a leave of absence, or other similar

circumstances. However, seniority will not be deemed to have been interrupted by resignation if the person is reemployed before missing any work time.

- 7.01.04 Full time employees will receive one year of seniority for each full year worked. For seniority purposes, part-time professional employment will be pro-rated as a percentage of full-time service. Retired teachers rehired by the Board accrue seniority only from the date they were initially rehired by the Board.
- 7.01.05 The seniority list in each teaching field will include each teacher's name, type of contract (continuing or limited), years of continuous service as determined above, date of Board action to employ, and the teacher's certification/licensure in the specific teaching field and any other teaching fields in which the teacher holds valid certification/licensure.
- 7.01.06 A teacher who holds valid certification/licensure in another teaching field will be considered as "cross qualified" in that field. If it is necessary to assign a cross qualified teacher to a teaching field in which he/she has not taught within the past ten years, the Superintendent may require the teacher to complete up to six quarter hours of pre-approved coursework (and/or equivalent C.E.U. inservice programming) in that field within one year of the assignment. In lieu of taking the additional coursework, the teacher may elect to take and pass the Praxis II exam in that field. Teachers will be listed on the seniority list in any teaching field in which they are cross qualified.
- 7.01.07 Ties in seniority shall be broken by the following criteria in order of priority:
- a. Higher level of certification/licensure appropriate to the listed teaching field, i.e. permanent, professional, provisional, temporary.
  - b. Earliest date of hire.
  - c. Previous interrupted regular teaching service in the St. Marys City Schools.
  - d. Previous substitute teaching service in the St. Marys City Schools.
  - e. Recommendation of the Superintendent, based on his/her review of performance evaluations.
- 7.01.08 The seniority list will be posted each October and sent to the Association President. Each employee will have a period of thirty (30) days after the posting of the seniority list to advise the Superintendent in writing of any inaccuracy which affects his/her seniority. If any changes are made to the seniority list, a corrected copy of the list will be provided to the Association President. No requests for changes in the seniority list will be

considered after thirty (30) days of the posting of the list, and the list will then be considered final until the following year's posting.

7.02 Reasons for Staff Reduction

- 7.02.01 When it becomes necessary to reduce the number of teaching positions under this policy, at least one of the following reasons for the reduction shall apply:
- a. Decline in student enrollment (not necessarily in the current year of reduction).
  - b. Return to duty of a regular teacher following a leave of absence.
  - c. Suspension of schools.
  - d. Territorial changes affecting the district.
  - e. Financial reasons.

7.03 RIF (Reduction in Force) Procedures

- 7.03.01 If staff reduction is deemed necessary for any of the above reasons, the reduction in staff will be made as follows:
- 7.03.02 To the extent possible, the number of teachers affected by a reduction in force will be minimized by not employing replacements for the following year for teachers who retire, resign, or whose limited contracts are not renewed.
- 7.03.03 The Superintendent may, but shall not be required to, further minimize the number of teachers affected by a reduction in force by notifying any reemployed retired teacher by April 30 that he/she will not be reemployed when their current contract expires at the end of the school year.
- 7.03.04 In making any such reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the superintendent of schools who shall, within each teaching field affected, give preference to teachers on continuing contracts. The Board shall not give preference to any teacher based on seniority, except when making decisions between teachers who have comparable evaluations.
- 7.03.05 A cross-qualified teacher, as described above, whose position within his/her current teaching field has been eliminated will automatically displace or "bump" the teacher of least seniority in the teaching field in which he/she is cross qualified, provided the cross qualified teacher has greater seniority than the teacher being bumped. A teacher who is cross qualified in more than one teaching field will be required to "bump" into that field which results in the displacement of the teacher with the least seniority.

7.03.06 Any teacher whose contract is suspended under a reduction in force will be notified of the Board's action, in writing, by certified mail or hand delivery. This notice will be delivered at least thirty (30) days prior to the effective date of the suspension of the teacher's contract and will include a review of the teacher's right to recall to a teaching position in the District. A copy of this letter will be provided to the Association President.

#### 7.04 Recall

7.04.01 A teacher whose contract is suspended as a result of a reduction in force will be placed on the recall list for a period of eighteen (18) months from the date of the Board's action to suspend his/her contract.

7.04.02 Teachers on the recall list will be recalled to active service on the basis of their seniority within their teaching field(s).

7.04.03 While on the recall list, teachers may be added to the seniority lists of other teaching fields by meeting the requirements for cross qualification. Teachers who are adding to a teaching field's seniority list will be recalled to the first subsequent teaching position for which their seniority qualifies them, but they will not be able to "bump" a teacher of less seniority who has already been employed as an active teacher in that teaching field.

7.04.04 Teachers on the recall list will be notified of their right to continue their insurance benefits under C.O.B.R.A.

7.04.05 A teacher will be notified of a recall by certified mail and must accept, in writing, the offer of employment within ten (10) days of service of the recall notice. Failure to accept recall within ten (10) days will be interpreted as an indication that the teacher does not wish to return to active employment in the District and will result in the removal of the teacher from the recall list. If the recall occurs after August 1<sup>st</sup>, the teacher must respond in writing within five (5) days or he/she will be removed from the recall list. It is the teacher's responsibility to maintain a current mailing address with the Board.

7.04.06 A teacher will not be recalled to a teaching assignment for which he/she does not hold the appropriate standard subject area certification/licensure, even if that assignment is within his/her teaching field. For example, a science teacher whose only standard certificates/licenses are in biology and general science will not be recalled if the only available science position is in chemistry.

7.04.07 Teachers placed on the recall list and subsequently recalled to active teaching in the District do not lose seniority time or salary schedule

experience accrued prior to their placement on the recall list, but they do not accrue additional seniority or salary schedule experience while on the recall list.

- 7.05 Limitations - Nothing in this policy shall be deemed to:
- 7.05.01 Create any right of a teacher on a limited contract who is not directly affected by a reduction in force to be tendered a further contract for the succeeding school year.
  - 7.05.02 Limit the statutory authority of the Superintendent to assign teachers within the District's schools.
  - 7.05.03 Apply to the issue, renewal, non-renewal, or termination of any supplemental contract.
  - 7.05.04 Restrict the authority of the Board to employ as a teacher any administrator whose administrative contract has been suspended under an administrative reduction in force, provided the administrator holds the required teaching certificate/license and possesses more seniority of service than the teacher with the least seniority who is currently employed in that teaching field.
  - 7.05.05 Restrict the authority of the Superintendent to notify reemployed retired teachers that they will not be reemployed when their current contract automatically expires at the end of the current school year.

### **Article 8 – Payroll Procedures**

- 8.01 Payroll Deductions - In order to qualify for payroll deduction of premiums, tax sheltered annuity and other insurance companies must have a minimum of five (5) St. Marys School's employees who desire to have policy premiums for that company deducted from their pay. After a company has begun receiving premiums from St. Marys School's employees via payroll deduction, it will not lose its privilege to have premiums deducted from payroll unless all participating employees discontinue the payroll deduction of their premiums with that company.
- 8.02 Placement on Salary Schedule - Teachers being hired new to the St. Marys City School System will be granted their teaching experience up to ten (10) years.
- 8.03 Payroll Payments - Salary payments will be made on the 15<sup>th</sup> and the last day of each month over a twelve month period. If these dates fall on Saturday or Sunday or during a school holiday, payment will be made on the last day preceding such days. When the financial condition permits, the last day payment of December may be included with the December 15<sup>th</sup> payment.

In applying this policy the Board maintains the responsibility for determining “when the financial condition permits.”

8.04 Salary Placement

- 8.04.01 To be eligible for increased salary for additional training to begin with the first pay of a new school year, a teacher must file transcripts for, or acceptable evidence of, additional training before September 7.
- 8.04.02 One hundred twenty (120) full time days under contract in a school year will be recognized as a year of experience on schedule.
- 8.04.03 Two years of half-time teaching, two half years of full time teaching, or one year of half-time and one-half year of full time teaching will be credited as one year of experience on schedule.
- 8.04.04 Partial increments are not granted for partial years’ experience, except as they can be added to form a full year as defined in Item 3 above.
- 8.04.05 Teachers salaries will be adjusted for advance training and experience levels at the beginning of the school year and at the beginning of February upon filing with the Superintendent prior to September 7 and January 7, respectively, appropriate evidence that such level has been reached.
- 8.04.06 The Board of Education reserves the right to go beyond the schedule for extra assignment and specialization.
- 8.04.07 Teachers employed on an annual basis, who work two to three hours per day are part-time teachers. Such two to three hour days are not “days” as that term is used in O.R.C. 3319.09 to define the term “year” for purposes of determining eligibility for continuing service status under O.R.C. 3319.11.

**Article 9 – STRS Deferral**

- 9.01 STRS Deferral - All bargaining unit members will have their personal STRS deductions deducted before the State and Federal taxes are calculated. This will result in lower State and Federal taxes because the STRS deduction will be considered a “tax shelter” or deferral by the Board.
- 9.02 The Board shall defer 100% of the required employee contributions to the State Teachers Retirement System in accordance with the IRS ruling 77-462 for the teacher group. Salary payments shall include any supplemental payments to be received by them and said deferral shall apply to each and every member of said group and shall be considered a condition of employment for said group. The amount deferred shall be applied toward employee contributions to the State Teacher Retirement System under Section 3307.51 of the Ohio Revised Code.

- 9.03 The said Board deferral shall be without any increased salary cost to the Board of Education, and that should these funds lose their qualified status under Section 401(a) of the Internal Revenue Code, this deferral procedure shall be null and void. Each individual shall be responsible for any taxes or fees to be charged now or at any time in the future. The Board of Education assumes no liability other than making the payment for each member of the groups, and filing reports therefore.
- 9.04 All statutory and/or regulatory requirements applicable to Section 3307.51 and 3309.51 of the Ohio Revised Code, Ohio Attorney General Opinions, and the Internal Revenue Service shall be complied with.
- 9.05 This deferral shall be effective with the payroll next following the availability of the computer program to carry out this process in the St. Marys City School System. This computer program will perform the accounting function.
- 9.06 The Retirement System shall be notified as to the specific starting date applicable.
- 9.07 Supplemental Severance Payment for Retirement at Initial Eligibility - The purpose of the Retirement at Initial Eligibility program is to provide a financial incentive to teachers to consider beginning their service retirement during their first year of retirement eligibility under State Teachers Retirement System (STRS) standards.
- 9.07.01 Full time teachers who notify the Board of Education by April 1 that they intend to begin their STRS service retirement no later than the start of the succeeding school year, and who begin their STRS service retirement at the start of their first full school year of retirement eligibility, shall be eligible to receive an additional forty-five (45) days of severance pay to which the teacher would not otherwise be entitled due to sick leave accumulation and will be paid to the teacher with his/her regular severance pay. For the purpose of this policy, the school year shall be deemed to start on September 1.
- 9.07.02 To be eligible for this supplemental severance payment, the retiring teacher must have completed at least ten years or its equivalent of regular, full time employment in the St. Marys City Schools, and must complete all obligations under his/her contract for the current school year through the end of May. In other words, a teacher who begins his/her service retirement during the school year and prior to June 1 is not eligible for a supplemental severance payment under this program.
- 9.07.03 It is the expressed intent of both the Board and SMEA that teachers will be eligible for a supplemental severance payment under this program only once—at their first year of STRS service retirement eligibility. The determination of the first year of STRS retirement eligibility shall include

- any retirement credit which the employee is eligible to purchase, but has not yet purchased.
- 9.07.04 It shall be the employee's responsibility to provide acceptable written verification that his/her retirement date will indeed be the first time he/she will be eligible for STRS service retirement.
- 9.07.05 This supplemental severance payment for full time teachers shall be prorated for part-time teachers in proportion to their current percentage of a full time contract.
- 9.07.06 This program may be reviewed annually by the Board and/or SMEA. Upon agreement of both parties, this program may be discontinued or the actual number of days of supplemental severance pay may be adjusted.
- 9.08 Retired Teachers - Any retired teacher employed by the St. Marys City School District will be paid at the zero (0) years' experience step for his/her current educational degree level. If the retired teacher is reemployed in subsequent years, he/she will remain at the zero (0) year step, but will receive the benefit of any negotiated base salary increase.
- 9.08.01 A retired teacher employed on a part-time basis will be paid a pro-rated salary based on a full work day being seven (7) hours, forty (40) minutes. In secondary schools, for example, a teacher assigned to teach three (3) academic classes (homeroom is not considered an academic class) will be paid at 50% of full time salary (3 of 6 available teaching periods) and assigned a three (3) hour, fifty (50) minutes work day. An exception to this is that a shorter portion of the workday could be assigned and paid to a three (3) period teacher if necessary to meet STRS reemployment restrictions.
- 9.08.02 The retired teacher's contract will be a one-year limited contract automatically expiring at the end of the school year. Said contract shall be exempt from ORC 3319.11 and 3319.111. The retired teacher will not be eligible for board-paid fringe benefits other than group term life insurance. However, the retired teacher may purchase the Board's medical, dental, prescription, and optical insurance coverages through payroll deduction. Retired teachers are eligible to participate in the fringe benefit bonus program for medical insurance.
- 9.08.03 Retirement constitutes a break in service to the St. Marys City Schools for the purpose of severance, service credit, seniority, reduction in force, sick leave, Medicare, etc. However, the retired teacher may gain accrue sick leave (starting from 0 days) at the same rate as other teachers. The board of Education will make STRS employer contributions for the retired teacher in accordance with STRS rules and state law.

9.08.04 A teacher shall be deemed “retired” under this agreement when he/she has been approved for service retirement by the State Teacher Retirement System. Because a teacher may only retire once, a retired teacher who resigns his/her position under this contract will not be considered to have retired again, and is therefore not eligible for further severance pay.

9.08.05 An active teacher who is not yet retired will not be expected to give up any of his/her severance pay, including any Retirement at Initial Eligibility supplemental severance for which he/she would otherwise be eligible, in order to be eligible for reemployment as a retired teacher under this contract.

### **Article 10 – Sick Leave**

10.01 Sick Leave - Teachers shall be granted paid sick leave at a rate of one and one-fourth (1¼) days per month for a maximum of fifteen (15) days per year. Sick Leave days may be unlimited in accumulation, but are capped for purposes of severance leave at 200 for the length of the contract. No retroactive adjustments will be permitted. New hires to the district will be allowed to transfer a maximum of 200 accumulated sick days from their previous employer.

10.02 Teachers new to the district will be credited upon employment previously accumulated sick leave up to the maximum permitted by this school district according to state law.

10.03 A newly employed teacher will be advanced five (5) days. Employees who have exhausted their sick leave shall be advanced an additional five days if they are able to earn those days back. If a teacher leaves employment prior to “paying back” the advanced days, the appropriate amount will be deducted from their pay.

10.04 Employees may use sick leave, for absence due to the employee's illness, injury, pregnancy, or exposure to contagious disease which could be communicated to others.

10.05 Sick leave may be used for illness or injury in the employee's immediate family. Immediate family for this purpose is defined as spouse, child, parent, grandparent, sibling, grandchild or in-law, step-parents, step-children or foster care children. The Superintendent may also grant additional sick leave when deemed necessary.

10.06 Bereavement leave – With the approval of the Superintendent, additional sick leave may be used in the event of a death in the employee's immediate family. Immediate family here includes those identified in the preceding paragraph.

10.07 A day of sick leave may be used with Superintendent approval for the purpose of attending the funeral of a relative or friend not provided for in the above paragraph.

10.08 Upon the return of an employee from any lengthy sick leave, the employee shall be reinstated to the same or similar position they held prior to the leave.

10.09 Teachers will furnish a written, signed statement on forms prescribed by the Board to justify the use of sick leave. Nothing in this section shall be construed to waive the physician-patient privilege provided by Section 2317.02 of the Revised Code. Falsification of a statement is grounds for suspension or termination under Section 3319.16 of the Revised Code.

10.10 Sick Leave Bank

When the employee will exhaust all of his/her accumulated sick leave due to a catastrophic illness or injury of the employee and/or his/her immediate family and additional days are still needed, then he/she may request through the Association that the additional days be transferred from other bargaining unit members' accumulated sick leave. The Association shall establish a committee to administer such a transfer.

Catastrophic illness or injury shall be defined as disease, injury, or illness which is life threatening or requires a significant period of absence. Examples of qualifying conditions would include, but not limited to, heart conditions, cancer or stroke. Examples of non-qualifying conditions are normal pregnancies and elective surgeries.

The following additional limitations will apply to this paragraph:

1. Sick Leave Bank participants may donate one (1) to five (5) days each calendar year.
2. Days contributed to the Sick Leave Bank are non-refundable.
3. The donation of sick leave shall not reflect upon the donor's attendance record.
4. The Association shall notify the Treasurer, in writing, of the number of days to be deducted and from whom.
5. Donated sick leave may not be used if the employee has applied for and been granted disability retirement.
6. No more days can be given than needed by the employee to serve out the regular school year and in no case shall an employee receive more than twenty (20) donated sick days during any contract year.
7. The employee receiving the donated leave must exhaust his/her own sick leave and personal leave first.
8. The employee who is using donated sick leave will not earn additional sick leave while receiving the donated leave days.
9. The employee who is using donated sick leave must use the sick leave in increments of at least one (1) day.

10. The Association shall notify the Treasurer with a physician's statement from the teacher who is requesting the donated sick leave.
11. A committee of two (2) administrators and two (2) teachers appointed by SMEA shall determine if the absence qualifies as a catastrophic illness or injury justifying the use of the Sick Leave Bank. If the committee cannot reach a consensus, then the Superintendent shall make the determination. All decisions of the Sick Leave Bank committee or the Superintendent shall be final and binding and shall not be subject to the grievance/arbitration procedure.

### **Article 11 – Severance**

- 11.01 Severance Pay - For those persons with ten (10) or more years of service with the state, any political subdivision, or any combination thereof, who take service retirement under any state retirement system:
- 11.02 Eligible employees of the St. Marys City Board of Education shall be paid as follows for his/her accrued, but unused sick leave. Such payment shall be based on the employee's daily rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be paid only once to any employee.
  - 11.02.01 For the duration of this contract, severance pay will be 28.5% of the accumulated sick leave days up to 56 days.

### **Article 12 – Professional Leave**

- 12.01 The cap on reimbursement of professional leave expenses shall be \$250.00 for the first day, \$100.00 for additional days within the same leave. If the conference/workshop is administrative directed, it will be paid at 100%. One-day professional leave will not receive reimbursement for meals.
- 12.02 Requests for Professional Leave shall be submitted to the building principal who will send them to the Superintendent for consideration within five (5) working days. The employee shall receive approval/denial within ten (10) working days of the request.

### **Article 13 – Personal Leave**

- 13.01 The Board of Education believes that the educational welfare of the child is best served through the professional services of a well-trained, experienced teacher, and it is for this purpose that every effort is made to employ such individuals and to provide each class with a full-time, regularly employed, professional teacher. The Board realizes that, upon occasion, a compelling circumstance beyond the control of the individual does occur that makes it necessary for the teacher to be absent from duty. When such circumstances arise, and are not merely a matter of convenience, the following will apply:

- 13.02 A teacher may for personal reasons be absent without loss of pay not more than three (3) days in any one contract year.
- 13.03 Whenever possible, the request for personal leave should be made in writing at least two (2) days before the leave is to be taken. No statement by the teacher is required as to the nature of the leave. However, as a professional individual, the teacher should not abuse the privilege of personal leave.
- 13.04 Personal leave will not be used to extend a holiday.
- 13.05 Since this is a personal matter, keep it personal. Refrain from discussing the leave with others.
- 13.06 Payment for Unused Personal Leave
- 13.06.01 At the end of each school year, teachers shall receive pay for unused personal days at the current daily substitute rate. Teachers may elect to carryover one (1) unused personal day into the next school year in lieu of receiving payment for that day. In no instance shall a teacher have more than four (4) days available for any school year.
- 13.06.02 Teachers who notify the Board by April 1 of their intent to retire at the end of that school year will receive payment for all unused personal leave at their per diem rate. Teachers who notify the Board after April 1 of their intent to retire at the end of the school year will receive payment for their unused personal leave at the current daily substitute rate.
- 13.06.03 Teachers who resign at the end of the school year for reasons other than retirement will receive payment for unused personal days at the daily substitute rate.
- 13.06.04 Teachers who resign prior to the end of the school year or who retire prior to May 30 receive no payment for unused personal leave.

#### **Article 14 – Adoption/Maternity Leave**

- 14.01 A birth mother or an adoptive mother may use up to six (6) weeks of accumulated sick leave immediately following birth, or the adoption of an infant (under 12 months of age). Adoptive mothers may use up to two weeks of accumulated sick leave immediately following the adoption of a child older than 12 months.
- 14.02 The Board shall grant a leave of absence without pay or shall approve the use of accumulated paid sick leave for the purpose of maternity or for adoption or child care to any regularly employed teacher.

- 14.02.01 The employee applying for this leave shall submit the form to the Superintendent no less than 15 days prior to the date the leave is to commence.
- 14.02.02 Such employee may continue participation in group benefit plans at his or her expense if they are on unpaid leave.
- 14.02.03 An employee returning from leave shall be reinstated to his/her original position/s or to a comparable position/s.

**Article 15 – Background Check Reimbursement**

- 15.01 The school district will pay 100% of required BCI/FBI background checks for SMEA certified staff. The district reserves the right to determine the location of testing within the Mercer/Auglaize county area.

**Article 16 – Vacancies/Transfers**

- 16.01 Vacancy
  - 16.01.01 The Board is not obligated to fill all openings that occur. Any openings not to be filled will not be announced to the staff.
  - 16.01.02 The Superintendent shall maintain a file of requested reassignments in his office. If a member of the staff would like to be considered for another position in the school system, he/she is welcome to make that request known in writing at any time. Staff members are still required to formally respond in writing to the Superintendent, or designee, to posted vacancies to be considered for the position.
- 16.02 POSTING OF VACANCIES: A vacancy may result from a non-renewal, a leave of absence (except where it is provided that a teacher has the right to return to the same position), a resignation, a retirement, a termination, or the creating of a new position.
  - 16.02.01 The Vacancy Notice shall be posted on the district web page and distributed via e-mail to all teachers. The posting shall include the following:
    - A. Position.
    - B. Deadline for application.
    - C. Building assignment.
    - D. To whom the application shall be sent.

16.03 Transfer

16.03.01 Transfers

- A. Any voluntary or involuntary change of subject, grade level, or building assignment will be considered a transfer unless the Board has suspended contracts and/or called for a reduction of staff as described in Articles 7.02 and 7.03. A displaced employee is an employee who is temporarily unassigned.
- B. The administration may transfer employees due to pupil enrollment, program reduction/expansion, and/or staff realignment. In determining which individual employee is to be displaced or transferred, the administration shall consider the following: (a) areas of certification and/or Highly Qualified Teacher requirements, (b) district seniority, and (c) input from administration.
- C. Before an employee is involuntarily transferred, the administration will consider voluntary transfer requests.
- D. An unassigned employee will be given the opportunity to apply and interview for vacancies before non-displaced applicants are interviewed.

16.03.02 Involuntary Transfers

- A. A teacher will be notified in writing of any involuntary transfer or change in assignment by August 1. Upon the teacher's request, the Superintendent shall meet with the teacher to discuss the transfer or reassignment. This paragraph does not preclude transfers or reassignments after August 1 because of changed circumstances, such as enrollment changes, deaths, resignations, or any other circumstances which is not capricious or arbitrary as to the individual being transferred or reassigned.
- B. No teacher shall be arbitrarily or capriciously transferred.

16.03.03 Voluntary Transfers

- A. Unless the position is filled by an unassigned employee, those requesting transfers, in writing, to a specific posted vacancy will be given initial consideration by the appropriate Building Principal.

- B. A request for transfer does not guarantee it will be granted. The Superintendent reserves the right to assign all employees.

**Article 17- Insurance**

- 17.01 Benefit Eligibility - Regularly scheduled weekly work hours required for full benefits is 32½ and half benefits is 19.
  - 17.01.01 Half benefits are defined as 50% board payment of Alternate PPO insurance plan provided by the Mercer Auglaize Benefit Trust. If the employee chooses to enroll in a benefit program that is more costly than the Alternate PPO option, the employee shall pay the difference between 50% of the Alternate PPO option and the cost of the more expensive option.
  - 17.01.02 Under this proposal, an employee who works part time in more than one job classification within the district may combine his/her regularly scheduled work hours for the purpose of determining benefit eligibility.
  - 17.01.03 Employees currently receiving full benefits under the 25 hours/week standard will continue to be eligible for full benefits as long as they maintain a regular weekly work schedule at least 25 hours in a specific job classification.
  - 17.01.04 Employees currently receiving half benefits under the 18 hours/week standard will continue to be eligible for half benefits as long as they maintain a regular work schedule of at least 18 hours in a specific job classification.
  - 17.01.05 Eligibility for life insurance remains at 17½ regularly scheduled work hours per week.
  - 17.01.06 Effective January 1, 2012, employees eligible for full benefits will pay twelve percent (12%) of the premium cost for the Alternate PPO insurance plan provided by the Mercer Auglaize Benefit Trust. Effective January 1, 2013, employees eligible for full benefits will pay fifteen percent (15%) of the premium cost for the Alternate PPO insurance plan provided by the Mercer Auglaize Benefit Trust. If they choose to enroll in a benefit program that is more costly than the Alternate PPO plan, the employees shall pay the difference between the Alternate PPO option and the cost of the more expensive option.
  - 17.01.07 The above employee contributions do not apply to the life insurance program which will continue to be 100% Board paid.
- 17.02 The Board will provide, at no cost to the employee, a Section 125 Plan, so that employees may pay their share of benefit costs via payroll deduction on a pre-tax

basis. The Board will also provide a Section 125 Plan for unreimbursed medical and dependent care at the employee's expense.

17.03 Employees' actual insurance premium contributions will be calculated based on premium rates in effect on January 1 of each year. If premium rates increase after January 1, the employees' actual premium contribution rate will not be adjusted until the succeeding January 1.

17.04 Medical Plan – The district's base medical plan will be the Alternate PPO which is structured as follows:

|                                  | Preferred<br>Provider | Non-preferred<br>Provider |
|----------------------------------|-----------------------|---------------------------|
| Maximum Lifetime Benefit         | \$2,000,000           |                           |
| Individual Deductible            | \$500/cal yr          | \$1,000/cal yr            |
| Family Deductible                | \$1,500               |                           |
| Coinsurance Rate                 | 85%                   |                           |
| Individual Coinsurance Maximum   | see plan description  |                           |
| Family Coinsurance Maximum       | see plan description  |                           |
| Individual Maximum Out-of-pocket | \$1,400/cal yr        | \$3,100/cal yr            |
| Family Maximum Out-of-pocket     | \$4,200/cal yr        | \$9,300/cal yr            |

17.04.01 The 2010-2011 PPO (former 17.04) will be made available to the bargaining unit members. Bargaining unit members who choose to enroll in a benefit program that is more costly than the Alternate PPO plan shall pay the difference between the Alternate PPO option and the cost of the more expensive option that they select.

|                                  | Preferred<br>Provider | Non-preferred<br>Provider |
|----------------------------------|-----------------------|---------------------------|
| Maximum Lifetime Benefit         | \$2,000,000           | \$2,000,000               |
| Individual Deductible            | \$0                   | \$200/cal year            |
| Family Deductible                | \$0                   | \$400/cal year            |
| Coinsurance Rate                 | 90/10                 | 70/30                     |
| Individual Coinsurance Maximum   | \$600                 | \$1,800                   |
| Family Coinsurance Maximum       | \$1,200               | \$3,600                   |
| Individual Maximum Out-of-pocket | \$600                 | \$2,000                   |
| Family Maximum Out-of-pocket     | \$1,200               | \$4,000                   |

17.04.02

- a. The plan will no longer require proof of medical necessity for chiropractic care.
- b. The number of chiropractic visits shall be as specified in the Alternate PPO plan

17.05 Prescription Plan - The employee will be provided the prescription plan provided by the Mercer Auglaize Benefit Trust at the negotiated participation rate.

17.06 Fringe Benefit Bonus Program - Participants in the Fringe Benefit Bonus Program will receive an annual payment in June when they enroll in less medical or prescription drug coverages than those to which they are entitled. The following flat amounts will be paid:

|   |          |
|---|----------|
| Eligible for family medical, taking none        | \$550.00 |
| Eligible for family medical, taking single      | \$335.00 |
| Eligible for single medical, taking none        | \$215.00 |
| Eligible for family prescription, taking none   | \$115.00 |
| Eligible for family prescription, taking single | \$ 60.00 |
| Eligible for single prescription, taking none   | \$ 55.00 |

17.06.01 This payment shall be pro-rated based upon the employee's participation in medical and prescription drug coverage for the contract year (i.e.; September – August). An employee who adds or drops insurance coverage during this contract year will receive an amount based on the number of months the employee was not enrolled in the designated insurance program.

17.06.02 Only full-time employees may opt out.

17.07 Optical plan - The employee pays optical insurance at the negotiated participation rate.

17.08 Dental plan - The employee pays dental insurance at the negotiated participation rate. The employee may select from the available dental plans offered by the Mercer Auglaize Benefit Trust.

17.09 Life Insurance - Effective as soon as the carrier will permit, the Board shall purchase from the carrier of its choice, group term life insurance in the amount of \$25,000 per employee. The full cost of this program and any increases thereof shall be paid by the Board.

**Article 18 – Supplemental Contracts and Salary**

- 18.01 The supplemental salaries set forth in this agreement shall be adjusted over the term of the agreement in the same manner that teachers’ regular salaries are adjusted over the term of this agreement.
- 18.02 Any supplemental contract position added during this three-year term shall be at a rate determined by negotiation between the Association and Board.
- 18.03 Supplemental Contracts: All employees who have supplemental duties performed in excess of their regular teaching duties will be issued a written, limited contract.
  - 18.03.01 All supplemental contracts shall be non-renewed annually with no action required by the Board. If the supplemental position is filled by the same individual for the subsequent year, no posting is required. If a supplemental position will not be offered to an individual for the subsequent year, the Board must notify the individual in writing at the end of the contract term. Vacant supplemental positions will be posted in accordance with article 16.02.
  - 18.03.02 The performance of the team or group, or an employee’s refusal to accept a supplemental position, may not adversely affect personnel decisions regarding the employee’s regular teaching duties.
- 18.04 Reduce all positions by ten percent (10%). Reduce all non-athletic positions’ hourly rates by ten percent (10%).

| <u>Football Positions</u> | <u>2013-14</u> |
|---------------------------|----------------|
| Head Coach                | \$6,474        |
| Offensive Coordinator     | \$4,162        |
| Defensive Coordinator     | \$4,162        |
| Assistant 1               | \$3,237        |
| Assistant 2               | \$3,237        |
| Assistant 3               | \$3,237        |
| <br>                      |                |
| Freshman Coach            | \$2,775        |
| Assistant 1               | \$2,081        |
| Assistant 2               | \$2,081        |

|                             |         |
|-----------------------------|---------|
| 8 <sup>th</sup> Grade Coach | \$2,313 |
| Assistant 1                 | \$1,850 |
| Assistant 2                 | \$1,850 |

Boys Basketball

|                       |         |
|-----------------------|---------|
| Head Coach            | \$6,474 |
| Varsity Assistant     | \$3,237 |
| Junior Varsity        | \$3,006 |
| Freshman              | \$2,313 |
| 8 <sup>th</sup> Grade | \$2,081 |
| 7 <sup>th</sup> Grade | \$2,081 |

Girls Basketball

|                       |         |
|-----------------------|---------|
| Head Coach            | \$6,474 |
| Varsity Assistant     | \$3,237 |
| Junior Varsity        | \$3,006 |
| Freshman              | \$2,313 |
| 8 <sup>th</sup> Grade | \$2,081 |
| 7 <sup>th</sup> Grade | \$2,081 |

Boys Soccer

|                 |         |
|-----------------|---------|
| Head Coach      | \$4,162 |
| Assistant Coach | \$2,313 |

Girls Soccer

|                 |         |
|-----------------|---------|
| Head Coach      | \$4,162 |
| Assistant Coach | \$2,313 |

Baseball

|                   |         |
|-------------------|---------|
| Head Coach        | \$4,162 |
| Varsity Assistant | \$2,313 |
| Junior Varsity    | \$2,081 |
| Freshman          | \$1,850 |

Softball

|                       |         |
|-----------------------|---------|
| Head Coach            | \$4,162 |
| Varsity Assistant     | \$2,313 |
| Junior Varsity        | \$2,081 |
| 8 <sup>th</sup> Grade | \$1,850 |

Volleyball

|                       |         |
|-----------------------|---------|
| Head Coach            | \$4,162 |
| Junior Varsity        | \$2,544 |
| Freshman              | \$2,081 |
| 8 <sup>th</sup> Grade | \$2,081 |
| 7 <sup>th</sup> Grade | \$2,081 |

Wrestling

|                       |         |
|-----------------------|---------|
| Head Coach            | \$4,162 |
| Junior Varsity        | \$2,544 |
| 8 <sup>th</sup> Grade | \$2,081 |
| 7 <sup>th</sup> Grade | \$2,081 |

Bowling

|                 |         |
|-----------------|---------|
| Men's Bowling   | \$2,775 |
| Women's Bowling | \$2,775 |

Track

|                    |         |
|--------------------|---------|
| Head Coach         | \$4,162 |
| Assistant 1        | \$2,313 |
| Assistant 2        | \$2,313 |
| Assistant 3        | \$2,313 |
| Middle School Head | \$2,081 |
| Assistant 1        | \$1,387 |
| Assistant 2        | \$1,387 |
| Assistant 3        | \$1,387 |

Cross Country

|                    |         |
|--------------------|---------|
| Head Coach         | \$2,775 |
| Varsity Assistant  | \$1,387 |
| Middle School Head | \$1,850 |

Tennis

|                  |         |
|------------------|---------|
| Boys Head Coach  | \$2,775 |
| Girls Head Coach | \$2,775 |

Golf

Head Coach \$2,775

Swimming

Head Coach \$2,775

Cheerleading

Head Coach \$2,775

Cheer Assistant \$1,387

Weight Room

Weight Room Coordinator \$2,775

Weight Room Assistant \$1,387

Girls Weight Training \$1,387

Event Manager

Event Manager \$4,601

Performing Arts: Theatre

HS Musical Head Director (formerly Musical Director) \$2,035

HS Musical Assistant Director (formerly Musical Assistant Director) \$1,387

HS Play Head Director (formerly Play Director) \$1,480

MS Musical Head Director (formerly McBroom Musical 12% total) \$1,573

MS Musical Assistant Director (formerly McBroom Musical 12% total) \$ 926

MS Play Head Director (formerly McBroom Play 9% total)\* \$ 926

HS Musical Vocal Director (formerly Musical Vocal Director) \$ 926

MS Musical Assistant Director (formerly McBroom Musical 12% total) \$ 926

MS Play Assistant Director (formerly McBroom Play 9% total)\* \$ 833

HS Musical Set Construction (formerly Musical Set Construction) \$ 740

HS Play Technical Director (formerly Play Technical Director) \$ 740

HS Play Set Construction (formerly Play Set Construction) \$ 740

HS Musical Choreographer (formerly Musical Choreographer) \$ 556

MS Play Assistant Director (formerly McBroom Play 9% total)\* \$ 556

HS Musical Orchestra Director (formerly Musical Orchestra Director) \$ 463

Stage Manager \$ 324

Stage Manager \$ 324

Performing Arts: Music

Supplemental Choir Duties, Director \$2,775

|                                    |         |
|------------------------------------|---------|
| Summer Band Duties, Director       | \$3,052 |
| Supplemental Band Duties, Director | \$2,867 |
| Show Choir Director                | \$1,850 |
| Majorette Adviser                  | \$1,203 |

Summer Band Duties, Assistants (2 positions)

|   |         |
|---|---------|
| Increased %: Summer Band Duties, Associate Director | \$1,850 |
| Increased %: Summer Band Duties, Assistant Director | \$1,110 |

Supplemental Band Duties, Assistants (2 positions)

|   |         |
|---|---------|
| Increased %: Supplemental Band Duties, Associate Director | \$1,850 |
| Increased %: Supplemental Band Duties, Assistant Director | \$1,203 |
| Marching Band Assistant Director                          | \$1,203 |

Other Supplementals

|                                |        |
|--------------------------------|--------|
| Advanced Placement Coordinator | \$ 615 |
|--------------------------------|--------|

Clubs

|                            |         |
|----------------------------|---------|
| Art Club                   | \$ 615  |
| Pep Club                   | \$1,231 |
| Science Club               | \$ 615  |
| Spanish Club               | \$ 615  |
| Thespian Club              | \$ 615  |
| FEA (Future Educators)     | \$ 615  |
| SADD                       | \$ 615  |
| Speech/Debate Club         | \$ 615  |
| Skills USA (formerly VICA) | \$ 615  |

|                                  |         |
|----------------------------------|---------|
| Class Advisors                   |         |
| Freshman                         | \$ 310  |
| Sophomore                        | \$ 310  |
| Junior                           | \$ 310  |
| Senior                           | \$ 310  |
| Department Heads                 |         |
| English                          | \$ 615  |
| Math                             | \$ 615  |
| Science                          | \$ 615  |
| Social Studies                   | \$ 615  |
| Performing Arts Gr. 6-12         | \$ 615  |
| Electronics Communication – MTV  | \$1,387 |
| National Honor Society           | \$1,231 |
| Power of the Pen (2)             | \$ 615  |
| Prom Advisor                     | \$1,231 |
| Assistants (2)                   | \$ 463  |
| School Newspaper                 |         |
| Middle School                    | \$ 833  |
| High School                      | \$ 833  |
| Scholastic Team                  |         |
| Middle School                    | \$ 833  |
| High School                      | \$ 926  |
| Assistant                        | \$ 833  |
| Science Fair Coordinator         |         |
| Middle School                    | \$ 615  |
| High School                      | \$ 615  |
| Student Council                  |         |
| Middle School                    | \$ 463  |
| High School                      | \$ 926  |
| Yearbook-High School (New Rate)  | \$1,110 |
| Career Education Coordinator     | \$ 926  |
| Speech/Debate Club               | \$ 702  |
| Marching Band Assistant Director | \$1,373 |

**ARTICLE 19 – Salary Schedules**

19.01 The base teacher’s salary (BA, 0 years) shall be set at \$33,736 for school year 2013-2014. For the 2011-2012 and 2012-2013 school year upon being rated as “Excellent” or “Excellent With Distinction,” according to the Ohio Department of Education, each bargaining unit member who was actively employed during the qualifying contract year and 2013 – 2014 will receive a stipend of \$500. Such payment shall be received within thirty (30) days of the district receiving the Ohio Department of Education’s Report Card.

All bargaining unit members entitled to an increase in longevity and training experience steps will be awarded.

19.02 Hourly rates shall change yearly to reflect the same percentage the base salary is raised.

|   | <u>2013-14</u> |
|---|----------------|
| Special Educator Tutor  | \$21.62        |
| Intervention Tutor  | \$21.62        |
| Adult Education   | \$21.22        |
| Summer School   | \$25.30        |
| Summer Elementary Band  | \$23.08        |
| State Mandated Testing Tutor                                    | \$23.08        |
| Saturday School   | \$21.14        |
| Teacher filling in for another teacher’s class                  | \$18.40        |
| Summer Curriculum Work  | \$11.88        |
| ABLE recruitment  | \$11.88        |
| Substitute Teacher 1-30 Days                                    | \$75.00        |
| Substitute Teacher 31-60 Days &<br>Permanent Substitute         | \$85.00        |
| Substitute Teacher 61 Days and Over<br>(On Salary Schedule B/0) |                |
| Severance Pay (28.5% accumulated<br>sick leave up to maximum)   | 56 Days        |
| Assistant/Holy Rosary Nurse                                     | \$20.24        |
| Cafeteria Supervisor Substitute                                 | \$16.55        |
| Student Summer Help   | \$ 8.05        |
| Kindergarten Make-Up  | \$11.87        |

These rates shall become effective at the start of each school year.

Teacher Salary Schedule  
2013-14 School Year  
St. Marys City Schools-St. Marys, Ohio

19.03

Base: \$33,737.00

| <u>STEP</u> | BACHELORS<br>DEGREE | 150 SEM<br>HRS AND A<br>BACHELORS | MASTERS<br>DEGREE | 15 SEM<br>HRS AFTER<br>MASTER |
|-------------|---------------------|-----------------------------------|-------------------|-------------------------------|
| 0           | \$33,737<br>1.000   | \$35,086<br>1.040                 | \$37,111<br>1.100 | \$38,123<br>1.130             |
| 1           | \$35,086<br>1.040   | \$36,773<br>1.090                 | \$39,135<br>1.160 | \$40,147<br>1.190             |
| 2           | \$36,436<br>1.080   | \$38,460<br>1.140                 | \$41,159<br>1.220 | \$42,171<br>1.250             |
| 3           | \$37,785<br>1.120   | \$40,147<br>1.190                 | \$43,183<br>1.280 | \$44,195<br>1.310             |
| 4           | \$39,135<br>1.160   | \$41,834<br>1.240                 | \$45,208<br>1.340 | \$46,220<br>1.370             |
| 5           | \$40,484<br>1.200   | \$43,521<br>1.290                 | \$47,232<br>1.400 | \$48,244<br>1.430             |
| 6           | \$41,834<br>1.240   | \$45,208<br>1.340                 | \$49,256<br>1.460 | \$50,268<br>1.490             |
| 7           | \$43,183<br>1.280   | \$46,894<br>1.390                 | \$51,280<br>1.520 | \$52,292<br>1.550             |
| 8           | \$44,533<br>1.320   | \$48,581<br>1.440                 | \$53,304<br>1.580 | \$54,317<br>1.610             |
| 9           | \$45,882<br>1.360   | \$50,268<br>1.490                 | \$55,329<br>1.640 | \$56,341<br>1.670             |
| 10          | \$47,232<br>1.400   | \$51,955<br>1.540                 | \$57,353<br>1.700 | \$58,365<br>1.730             |
| 11          | \$48,581<br>1.440   | \$53,642<br>1.590                 | \$59,377<br>1.760 | \$60,389<br>1.790             |
| 15          | \$49,931<br>1.480   | \$55,329<br>1.640                 | \$61,401<br>1.820 | \$62,413<br>1.850             |
| 20          | \$51,280<br>1.520   | \$57,016<br>1.690                 | \$63,426<br>1.880 | \$64,438<br>1.910             |
| 25          | \$52,630<br>1.560   | \$58,702<br>1.740                 | \$65,450<br>1.940 | \$66,462<br>1.970             |

## **Article 20 - Grievance Procedure**

- 20.01 The purpose of the grievance procedure is to resolve a grievance at the lowest possible level. Both parties agree that grievances will be processed as expeditiously as possible. Day is defined as a calendar day, excepting Saturdays, Sundays, holidays, and any calamity days.
- 20.02 A grievance is a complaint by a teacher/s or the Association involving a claim that there has been a violation, misinterpretation, or misapplication of the language in this contract.
- 20.03 A "class action grievance" shall be a grievance affecting more than one teacher and shall be filed by the Association on their behalf.
- 20.04 The "grievant" shall be the initiator of the grievance.
- 20.05 The grievant has the right to Association representation at all meetings and hearings involving the grievance. The Association may request copies of all public records related to the grievance.
- 20.06 Day means normal day Monday through Friday except for holiday or calamity days. Times indicated in each step shall be the maximum but may be extended by mutual agreement. Failure of the grievant to comply with the timelines shall result in the grievance being dismissed.
- 20.07 A grievance may be withdrawn at any level without prejudice and no record of the grievance made.
- 20.08 A grievance shall not be made a part of a grievant's personnel file and the filing of a grievance shall not be the cause for a reprisal or harassment against the grievant.
- 20.09 The Procedure in filing a grievance shall be as follows:
- 20.09.01 Informal:
- Level 1
- The grievant and Association representative shall discuss the grievance with the appropriate administrator within ten work days of the time of the occurrence of the grievance. If the informal discussion does not produce a satisfactory resolution, the grievant may proceed to the Formal Level.
- 20.09.02 Formal:
- Level 2
- No less than 5 (five) days and no more than ten (10) days after the informal discussion, the grievant/s shall reduce the grievance to writing by completing the Grievance Report form and submitting it to the appropriate administrators.

- a. The administrator shall arrange a hearing on the grievance within five (5) days of receipt of the written grievance.
- b. Within five (5) days of the hearing, the administrator shall issue a written answer on the grievance report form and return it to the grievant.
- c. If a satisfactory solution is not reached in Level 2, the grievant shall proceed to Level 3.

#### Level 3

No less than five days and no more than ten (10) days after the receipt of the written answer in Level 2, the grievant shall submit the grievance on the grievance form to the Superintendent.

- a. The Superintendent shall arrange a hearing on the grievance within five (5) days of receipt of the written grievance.
- b. Within five (5) days of the hearing, the Superintendent shall issue a written answer on the grievance report form.
- c. If the grievant is not satisfied with the disposition of the grievance, the Association shall have 10 days to decide whether or not to demand that the issue be submitted to Arbitration in Level 4.

#### Level 4

No more than 10 days after receipt of the Superintendent's answer, the Association may submit a demand for arbitration to the American Arbitration Association. Selection of an Arbitrator shall be in accordance with the AAA rules and regulations.

- a. The Arbitrator shall have no power to alter, add to, or subtract from the terms of the contract, or to make any award inconsistent with the terms of this Agreement or contrary to law.
- b. The Arbitrator shall issue his award within thirty days of the close of the hearing. The decision of the Arbitrator shall be final and binding on the Board, the Association, and the grievant.
- c. The cost of the arbitration services and the hearing room, if any, shall be borne by the losing party as designated by the arbitrator.

20.10

GRIEVANCE REPORT FORM

Level 1 (Informal)

Date of occurrence of grievance/complaint: \_\_\_\_\_

Date of informal discussion: \_\_\_\_\_

Formal Level:

Level 2:

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

Relief sought:

Grievant:

Date Submitted:

Hearing Date:

Response of Administrator:

Administrator:

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

Level 3:

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

Relief sought:

Grievant:

Date Submitted:

Hearing Date:

Response of Superintendent:

Superintendent:

Date Issued:

Level 4:

Date of Association's Demand for Arbitration: \_\_\_\_\_

## **Article 21 - Association Rights**

- 21.01 The Association President shall be given a copy of the Board Policy Book and a copy of the Board Policy shall be placed in each school building.
- 21.02 The Association President shall be sent copies of the tentative agenda, and any other Attachments for each Board Meeting prior to the Board Meeting.
- 21.03 The Association shall be granted the right to use teacher mailboxes for communications.
- 21.04 Association representatives may meet with employees during the workday, providing the visit does not interfere with assigned teacher duties.
- 21.05 The Association shall be granted, at no cost, the right to use the District's facilities to conduct Association business at reasonable times and times that do not interfere with school operation. The Association shall schedule these activities by notifying the Superintendent or designee at least three (3) days in advance of the date of the activities.
- 21.06 The Association President may request the names, addresses, and phone numbers of any newly hired employees within seven days of their acceptance of the position. The Association shall receive a free copy of the financial reports of the District upon request.
- 21.07 The Association shall be given up to an hour on the first teacher day of each new school year for the purpose of conducting a general meeting and membership drive.
- 21.08 The Association shall have the use of bulletin boards in all employee workrooms and lounges, the use of the PA system to make necessary pre-approved announcements, and the right to make Association statements at Staff/Faculty Meetings, and be provided time at each regular Board Meeting to address the Board and public.
- 21.09 The Association may be granted paid leave in the amount of five (5) days to be used to represent teacher interests. The Association President may request the Superintendent three (3) days in advance of the person(s) who will be using Association Leave and the date/s on which it will be taken.
- 21.10 The Association shall have the right to assess non-members a representation fee. Said fee shall be in conformance with the internal rules and regulations of the Association.
- 21.10.01 Bargaining unit members will have the options of: joining the Association and enjoying all the rights of membership, not joining the Association and paying the representation fee, which shall not be greater than the membership fees of the bargaining unit members, or becoming "conscientious objectors" by following the internal process set forth by the Association in the information sent to all members in December each year.

The fees paid by those designated as "conscientious objectors" shall be donated to a formalized charity such as the Cancer Society, the American Red Cross, United Way, or some such charity.

- 21.10.02 Employees who work less than four (4) hours per day will not pay any fair share fee.
  - 21.10.03 Subject to Section 29.11 of this article, the Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association a fair share fee for the Association's representation of such non-members.
  - 21.10.04 Notice of the amount of the annual fair share fee shall be transmitted by the Association to the treasurer of the Board on or before September 30 of each year for the purpose of determining amounts to be payroll-deducted, and the Board agrees to transmit all amounts deducted to the Association.
  - 21.10.05 Payroll deduction of such annual fair share fee shall commence in the second pay in January.
  - 21.10.06 The Association represents to the Board that an internal rebate procedure has been established in accordance to Section 4117.09© of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.
  - 21.10.07 The Association, on behalf of itself and the OEA and NEA, agrees to indemnify the Board, its individual members, the treasurer, and any and all other officers and employees of the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision.
- 21.11 Association Release Time - The President of the St. Marys Education Association shall be released three (3) planning and conference periods per week, last period of the day if possible, and on an as needed basis with no loss of pay to the Association for the purpose of providing the President of the local Association the time to service the needs of its members.

## **Article 22 Medical Procedures**

- 22.01 If any special medical needs student(s) is (are) placed in a classroom, the teacher will not be required to, in routine, non-emergency situations administer medication, perform medical procedures, or handle problems with bowel/bladder control, or body fluids. In routine, non-emergency situations, the classroom teacher shall not be required for any lifting, diapering, or procedures such as catheterization for any student. In routine, non-emergency situations, no teacher shall be required to administer medication to any student nor shall they be required to perform medical procedures or other such procedures of a physical nature such as catheterization, tube feeding, etc.

## **Article 23 Public Complaints Against School Personnel**

- 23.01 The following procedures are to ensure that a citizen's complaint is given respectful attention and that the integrity of the educational program is upheld. "Complaint" in this regulation will be restricted in meaning to that criticism of a particular school employee by a citizen of the District which includes or implies a demand for action by school authorities. Other comments and suggestions will be referred informally to affected personnel.
- 23.01.01 If a complaint comes first to the person against whom it is directed, he/she will listen and may try to resolve the difficulty by explaining the background and educational purpose involved. If the complaint remains unsatisfied, the employee will refer the complainant to the building principal or other immediate supervisor to have his/her views considered further. Whether the complaint terminates with the individual staff member involved or seems likely to go further, the staff member will immediately inform his/her supervisor of the complaint.
- 23.01.02 If a complaint comes first to the principal or other supervisor of the person criticized, the principal or supervisor should make no commitments, admissions of guilt or threats. If the complaint involves a particular employee, the supervisor should suggest a conference between the complainant and the employee criticized and should inform that employee immediately of the complaint. If the complainant has already met with the employee criticized and remains unsatisfied, the supervisor should invite the complainant to file the complaint in writing and offer to send the appropriate form regarding a school employee's behavior, character or qualifications.
- 23.01.03 If a complaint comes first to any other school employee, that employee will refer the complainant to the person criticized or to his/her immediate supervisor.
- 23.01.04 No further action on the complaint should be taken unless the complainant submits the complaint in writing.
- 23.01.05 When a written complaint form is received, the principal or other supervisor will schedule a conference with the complainant, the person criticized and if advisable, the department chairman or other personnel who, in the opinion of either the supervisor or the person criticized, could contribute to resolution of the problem.
- 23.01.06 If the complainant is not satisfied with the results of the conference above, he/she should then be referred to the Superintendent, who may handle the complaint personally or refer it to other personnel, as he/she may see fit.
- 23.01.07 Should dissatisfaction remain after the above steps have been taken, the matter may be placed on the agenda for the next regularly scheduled

Board meeting. The decision of the Board will be communicated in writing to all interested persons.

**Article 24 Family and Medical Leave**

- 24.01 Notwithstanding other provisions of this Agreement, the Board agrees to abide by the provisions of the Family and Medical Leave Act of 1993. Subject to provisions of Article 32.03, the parties to this Agreement agree that all benefits guaranteed by the Act will be provided to employees covered by this Agreement. Any alleged violations of the Act must be processed as grievances using the procedure herein. Pursuit of such a grievance in no way prevents an employee from enforcing their rights under the Act as provided by law.
- 24.02 Eligibility - An employee must have one (1) years' service with the St. Marys City School District to be eligible for benefits under the Act.
- 24.03 Leave Provisions
  - 24.03.01 Each eligible employee is entitled to and shall be granted upon request up to 12 weeks of unpaid leave per year to care for a new child or a sick child, parent or spouse, or grandchild, or to use for the employee's own medical treatment. Such leave may be taken for the care of a newly adopted or newly placed foster child, as well as a newborn child.
  - 24.03.02 Any leave beyond 12 weeks in a year for these combined purposes may be granted pursuant to the other leave provisions of this Agreement.
  - 24.03.03 Eligible employees may choose to substitute paid leave granted by other provisions of this Agreement for all or part of the unpaid leave granted under this Article.
  - 24.03.04 Leave taken to care for a new child must be taken within one year of birth or placement of the child. The employee must give the Board thirty days' notice of the birth or placement if possible, or as much notice as possible, if less than thirty days.
  - 24.03.05. Leave under the Act may be taken intermittently, when medically necessary. The employee will attempt to schedule medical procedures so as not to interrupt their work unnecessarily.
- 24.04 Protection of Employment and Insurance
  - 24.04.01 The Board shall return the employee taking a leave under this Article to the same position he/she occupied prior to the leave.
  - 24.04.02 The Board shall continue to pay the Board contribution to the current medical insurance plan for the employee while they are on leave under this Article.

24.04.03 The taking of a leave under this Article shall not result in the loss of any employment benefit accrued prior to the date the leave commenced.

24.05 Medical Certification

24.05.01 The Board may require medical certification from a licensed physician as to the medical necessity for a leave under this Article. Such certification will include a statement by the physician that the employee is unable to perform all the duties of his/her position, or that their presence is required to care for a seriously ill family member. This section shall be uniformly applied.

24.06 Return from Leave

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

**Article 25 Nondiscrimination**

25.01 The Board shall not discriminate against employees with regard to handicap, race, color, creed, ancestry, national origin, sex, religion, marital status, age, political affiliations.

**Article 26 State-Mandated Testing**

26.01 Teachers shall have access to all state-mandated test results for their students.

26.02 State-mandated test results are a measurement of student learning. The current political climate requires the staff, the Administration, and the Board to take all appropriate measures possible to maintain and improve our stature and credibility with the public as regard proficiency test results. State mandated test results may be a part of the teacher evaluation process, but shall not be the sole criteria in recommending teacher renewal or non-renewal.

26.03 Teachers shall be given as much notice as possible when students are to be out of their classroom for state-mandated testing, tutoring, or intervention.

**Article 27 Negotiations**

27.01 Negotiations between the parties shall be conducted under the terms and conditions of Chapter 4117 of the Ohio Revised Code and these guidelines.

27.02 The parties shall exchange proposals at the same time and set a date for the first bargaining session. The packages of proposals shall be complete and no other

proposals shall be included after the exchange unless it be by mutual agreement between the parties.

- 27.03 Each party may be represented by whomever the parties choose.
- 27.04 Caucuses shall be brief, thirty (30) minutes or less unless extended by mutual tentative agreement. Both parties shall have the authority to make agreements on behalf of those they represent and will be fully prepared to discuss their issues fully.
- 27.05 In the event, a proposal is agreed to by the parties, it shall be marked TA (Tentatively Agreed), dated, and signed by the chief spokesperson of each party.
- 27.06 During negotiations, the parties agree to make no statement to the press other than the negotiations are in process and a statement will be given when an agreement is reached.
- 27.07 Impasse may be declared by either party. Either party may request the assistance of a mediator appointed by the Federal Mediation and Conciliation Service. The mediator shall meet with the parties on at least one occasion, as scheduled by the mediator, to see if the impasse may be resolved. Such mediation sessions(s) must be held either prior to or within the first thirty days after the expiration of the current agreement. If, at the end of those thirty days, there is no successor agreement, then the Union may exercise its right to strike upon appropriate notice under ORC 4117.14 (D)(2) and/or the Board of Education may implement its last offer. This article constitutes the parties' mutually agreed alternative dispute resolution procedure and supersedes the procedures set forth in ORC 4117.14(c).

## **Article 28 Evaluation**

- 28.01 The purpose of performance evaluations is to identify strengths of employees, to discover areas in which employees may have difficulties, to determine and provide what help the employee may require to be successful, and to document the circumstances that lead to the decision.
- 28.02 Performance evaluations will be done openly with the full knowledge of the employee, and will be carried out in a fair, reasonable and objective manner.
- 28.03 All observations and evaluations will be conducted by the building principal/designee as long as the designee is in the same building as the employee, has regular contact with the employee, and is properly certified to perform evaluations.
- 28.04 Any deficiencies other than those identified through the formal evaluation process shall be reduced to writing and be given to the employee with a plan for the correction of such deficiencies and specific suggestions on the means by which the employee shall make such improvement along with a description of what level

improvement will be deemed acceptable. The employee shall sign the principal's copy to indicate only that they have read and received a copy of such plan.

- 28.04.01 Employees have the right to respond to the observations, evaluations or other documentation. Such rebuttal or response shall be noted on the original report and be attached securely to the report.
- 28.04.02 In the event deficiencies exist, and the evaluation is negative, employees shall be advised that they should bring an Association representative with them to any meeting regarding their evaluation.

ST. MARYS CITY SCHOOLS  
EVALUATION SUMMARY

\*\*\*\*\*

TEACHER:

BUILDING:

SUBJECT:

PROFESSIONAL ACTIVITIES OBSERVED:

Class-Subject-Activity

Date-Time

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Key to Ratings:

Commendable

Indicates the criterion is being achieved at a highly effective level of excellence.

Satisfactory

Indicates the criterion is being achieved in a successful, quality manner, meeting the school district's expectations.

Needs Improvement

Indicates the criterion is being achieved in a manner which does not fully meet the school district's expectations (*see suggestions for improvement in the narrative*).

Not Evaluated

Indicates that no evaluation of the criterion is made; does not imply either a positive or negative rating.

|  | Commendable | Satisfactory | Needs Improvement | Not Evaluated |
|--|-------------|--------------|-------------------|---------------|
| <b>Domain A – Planning</b>                               |             |              |                   |               |
| 1. Planning for Instruction                              |             |              |                   |               |
| 2. Organization of instructional objectives              |             |              |                   |               |
| 3. Organization of learning activities                   |             |              |                   |               |
| 4. Use of varied methodologies                           |             |              |                   |               |
| 5. Assessment techniques                                 |             |              |                   |               |
| 6. Assignment making skills                              |             |              |                   |               |
| 7. Selection and utilization of instructional materials. |             |              |                   |               |
| <b>Domain B – Environment</b>                            |             |              |                   |               |
| 1. Concern for welfare of students                       |             |              |                   |               |
| 2. Ability to motivate students                          |             |              |                   |               |
| 3. Ability to maintain student interest                  |             |              |                   |               |
| 4. Student participation                                 |             |              |                   |               |
| 5. Tolerance of students' point of view                  |             |              |                   |               |
| 6. Classroom management                                  |             |              |                   |               |
| 7. Enforcement of school policies                        |             |              |                   |               |
| 8. Maintenance of appropriate instructional setting      |             |              |                   |               |
| 9. Ability to relate to students                         |             |              |                   |               |

|   | Commendable | Satisfactory | Needs Improvement | Not Evaluated |
|---|-------------|--------------|-------------------|---------------|
| 10. Self-control  |             |              |                   |               |
| <b>Domain C – Teaching and Learning</b>                                   |             |              |                   |               |
| 1. Knowledge of subject area  |             |              |                   |               |
| 2. Interest and enthusiasm for the subject                                |             |              |                   |               |
| 3. Student achievement of instructional objectives                        |             |              |                   |               |
| 4. Emphasis on study skills   |             |              |                   |               |
| <b>Domain D – Professionalism</b>   |             |              |                   |               |
| 1. Effective and acceptable communication skills                          |             |              |                   |               |
| 2. A knowledge of current developments                                    |             |              |                   |               |
| 3. Maintenance of school reports and records                              |             |              |                   |               |
| 4. Sound professional judgment  |             |              |                   |               |
| 5. Poise and confidence of the teacher                                    |             |              |                   |               |
| 6. Ability to relate to parents, fellow staff members, and administrators |             |              |                   |               |
| 7. Support for school policy and regulations                              |             |              |                   |               |
| 8. Response to supervision  |             |              |                   |               |
| 9. Professional appearance  |             |              |                   |               |
| 10. Punctuality and dependability   |             |              |                   |               |
| 11. Regular attendance  |             |              |                   |               |
| 12. Appropriate leadership capacity                                       |             |              |                   |               |

**Summary Comments with specific suggestions for improvement where appropriate.**

**Teacher Comments:**

**Administrator** \_\_\_\_\_

**Date** \_\_\_\_\_, 2006

**Teacher** \_\_\_\_\_

**Date** \_\_\_\_\_, 2006

(Signatures show that a conference has been held and that the teacher has seen, although not necessarily approved this report. A copy of this evaluation form will be given to the teacher and a copy will be placed in the teacher's file.)

## 28.06 **Teacher Evaluation Policy**

The teacher evaluation policy (and any amendments to the policy) adopted by the Board in conformance with R. C. 3319.111 is incorporated into this agreement by reference and as such shall be treated as if it has been completely rewritten herein.

## 28.07 **Bargaining Unit Member Evaluation Assignment**

Bargaining unit members for whom R. C. 3319.111 does not apply shall be evaluated pursuant to Section 28.05. All other bargaining unit members shall be evaluated pursuant to the policy referenced in Section 28.06.

## 28.08 **Standards-Based Teacher Evaluation**

The Board of Education is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the “Standards for the Teaching Profession” as set forth in State law.

The Board adopts the Ohio Teacher Evaluation System (OTES) model as approved by the State Board of Education.

The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers.

The policy shall be implemented as set forth herein and shall be included in the collective bargaining agreement with the St. Marys Education Association (SMEA).

This policy has been developed in consultation with teachers employed by the Board.

The Board authorizes the Superintendent to establish and maintain an ongoing Evaluation Policy Consultation committee, with continuing participation by District teachers represented by the SMEA for the express purpose of recommending necessary changes to the Board for the appropriate revision of this policy.

## 28.09 **Definitions**

**OTES** – stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.

**Teacher** – For purposes of this policy, “teacher” means licensed instructors who spend at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one of the following:

- A. A license issued under R.C. 3319.22, 3319.26, 3319.222 or 3319.226; or
- B. A permanent certificate issued under R.D. 3319.222 as it existed prior to September, 2003; or

- C. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2006; or
- D. A permit issued under R.C. 3319.301.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy. Full time bargaining unit members who do not meet the definition will be evaluated utilizing the evaluation procedures of the collective bargaining agreement in effect between the Board and the St. Marys Education Association.

The Superintendent, treasurer, Business manager and any “other administrator” as defined by R.C. 3319.02 are not subject to evaluation under this policy.

**Credentialed Evaluator-** For purposes of this policy, each teacher subject to evaluation will be evaluated by their supervisor (superintendent, special education director, or building administrators) who:

- A. meets the eligibility requirements under R.C 3319.111 (D); and
- B. holds a credential established by the Ohio Department of Education for teacher evaluation; and
- C. has completed the State-sponsored evaluation training and has passed an online credentialing assessment; and
- D. In evaluating a teacher’s performance, evaluators will not make judgments, or otherwise discriminate, on the basis of an employee’s age, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership, or union activism.
- E. The evaluator will not be an eligible bargaining unit member.

### **Orientation**

- A. Not later than September 15 of each year, or in the case of a new employee or re-assigned employee, within 30 days of the first day worked, each employee shall be notified, in writing, of evaluation procedures in effect.

### **Evaluation Training**

- A. The employer shall provide joint training with the administration and employees on an as needed basis to:
  - 1. provide professional development for changes and updates within the OTES framework.

**Core Subject Area** – means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history and geography.

**Student Growth** – for the purpose of the District’s evaluation policy, student growth is defined as the change in subject achievement for an individual student between two (2) or more points in time.

**Student Learning Objectives (SLO’s)** – include goals identified by a teacher or group of teachers that identify expected learning outcomes or growth targets for a group of students over a period of time.

**Shared Attribution Measures** – student growth measures that can be attributed to a group.

**Value-Added** – refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the District and school level based on each student’s scores on State issued standardized assessments.

**Vendor Assessment** – student assessments approved by the Ohio Department of Education that measure mastery of the course content for the appropriate grade level, which may include nationally normed standardized assessments, industry certification exams, or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.

## **28.10 Standards Based Teacher Evaluation Rating System**

Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based in equal part upon teacher performance and student growth.

Each teacher evaluation will result in an effectiveness rating of:

- A. accomplished;
- B. skilled
- C. developing; or
- D. ineffective

The specific standards and criteria for distinguishing between these rating/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference.

The Superintendent shall annually cause to be filed a report to the Department of Education the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated.

Fifty percent (50%) of each evaluation will be based upon teacher performance and fifty percent (50%) on multiple measures of student growth as set forth herein.

## 28.11 **Assessment of Teacher Performance**

Teacher performance will be evaluated during formal observations and periodic informal observations also known as “classroom walkthroughs.” Such performance, which will comprise fifty percent (50%) of a teacher’s effectiveness rating, will be assessed through a holistic process by trained and credentialed evaluators based upon the following Ohio Standards for the Teaching Profession:

- A. understanding student learning and development and respecting the diversity of the students they teach;
- B. understanding the content area for which they have instructional responsibility;
- C. understanding and using varied assessment to inform instruction, evaluate and ensure student learning;
- D. planning and delivering effective instruction that advances individual student learning;
- E. creating learning environments that promote high levels of learning and student achievement;
- F. collaborating and communicating with students, parents, other educators, District administrators and the community to support student learning; and
- G. assuming responsibility for professional growth, performance and involvement.

## 28.12 **Formal Observations and Classroom Walkthrough Sequence**

- A. All instructors who meet the definition of “teacher” under R.C 3319.111 and this policy shall be evaluated based on a minimum of (2) formal observations and shall last a minimum of 30 minutes. There shall be at least a (3) week period between observations. If, after either formal observation, a teacher’s performance is found to be deficient to the extent that adverse personnel action may result, a minimum of one additional observation shall be conducted.
- B. Teachers on a limited contract who are under consideration for nonrenewal shall receive at least (3) formal observations. The (3) week period does not apply to the third observation.
- C. A teacher who receives a rating of “Accomplished” on his/her most recent evaluation shall be evaluated based on one observation cycle.
- D. All formal observations shall be preceded by a conference (either a written document or formal meeting, as requested by the teacher or administrator) between evaluator and the teacher for the teacher to explain plans and objectives for the work situation to be observed.

- E. A post-conference may be held after each formal observation at the request of the teacher or administrator.
- F. Evaluators shall conduct a minimum of four (4) walkthroughs-prior to the summative rating.

Observations will be completed not prior to September 1<sup>st</sup> (unless mutually agreed) and not after May 1<sup>st</sup>. Each teacher will be provided a written report of his/her evaluation by May 10<sup>th</sup> and written notice of non-renewal by June 1.

- A. The summative evaluation of a teacher shall be based upon student growth measures resulting from assessments given in the current school year, Value Added from the previous school year, and performance that is assessed during walkthroughs and formal observations that are conducted for the current school year. The evaluation shall acknowledge the performance strengths of the teacher evaluated as well as the deficiencies, if any. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report. The evaluation report shall be completed by May 10, signed by both parties, and sent to the superintendent.
- B. The 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.
- C. Personnel Action Requirements
  - 1. The evaluation procedure contained in this agreement shall not be used in any decision concerning the retention, promotion, removal, reduction or recall of any teacher until three (3) years of data have been collected and three (3) evaluation cycles have been completed. Value-added data derived from assessment taken in one school year shall be combined with performance ratings that are assigned in the next school year to assign a summative evaluation rating.
  - 2. The first year of collected data for the evaluation procedure shall be derived from value added student growth measures taken in the 2012-2013 school year. The first evaluation cycle shall be completed by the first day of May of 2013-2014 school year. An evaluation cycle shall not be completed until all teachers have been provided a written report of the results of the evaluation.
  - 3. Until three (3) years of data have been collected and three (3) evaluation cycles have been completed, all decisions concerning the retention, promotion, removal, reduction or recall of any teacher shall continue to be governed by the terms set forth in this agreement.

4. The evaluation procedure shall not be used for any decision concerning the assignment, re-assignment or transfer of any teacher.
5. The three (3) years of data and three (3) evaluation cycles completed will reset if a teacher has been re-assigned to a new position.

In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism, set forth herein in the Appendix.

### 28.13 **Professional Growth Plan**

#### A. Definitions

1. The Professional Growth Plan is a teacher's written documentation of their professional goals. Goals will come from the Ohio Teacher Standards.
2. The IPDP may not be used in place of a Professional Growth Plan, but the two (2) documents may overlap with said goals.

#### B. Schedule

1. School year 2013-2014, every teacher will create and submit a Professional Growth Plan no later than August 30<sup>th</sup> to their immediate supervisors.
2. In subsequent years, teachers receiving a summative rating of "Accomplished" will independently develop a Professional Growth Plan.
3. In subsequent years, teachers receiving a summative rating of "Skilled" or "Developing" will develop a Professional Growth Plan collaboratively with their supervisor, if and only if requested by the teacher or administrator.
4. In subsequent years, teachers receiving a summative rating of "Ineffective" will be placed on an Improvement Plan. The Improvement Plan will be developed by their evaluator and will be completed by the end of the school year.

### 28.14 **Formal/Informal Observation Procedures**

Performance evaluations will be done openly with full knowledge of the employee, and will be carried out in a fair, reasonable and objective manner.

- A. No misleading, inaccurate, untimely or undocumented information may become part of a teacher's performance assessment. All results and conclusions of performance assessments must be documented and supported by evidence.
- B. In implementing performance assessments, the District shall conduct all assessments as to observe the legal and constitutional rights of teachers and no teacher performance information shall be collected by electronic devices, intended to record and/or distribute, without consent of the teacher.

- C. Employees have the right to respond to the observations, evaluations or other documentation. Such rebuttal or response shall be noted on the original report and attached securely to the report.
- D. Evaluations resulting in identification of performance deficiencies shall be followed within seven (7) days by a conference between the evaluator and employee in order for questions arising from the observation will be discussed. All of the evaluator's observations shall be compiled in writing. A hard copy of the written observation shall be given to the employee at the post-observation conference. The evaluator involved shall assist the employee on correcting identified deficiencies by creating an Improvement Plan with the employee.
  - 1. The district will make recommendations for assistance and professional development as written on the Improvement Plan.
  - 2. By May 10 of the school year, the evaluator will complete the final evaluation report, provide a copy and meet with the teacher. If the final report indicates the teacher is of satisfactory performance then the teacher will be taken out of the Improvement Process.

28.15 **Student Growth Measures Committee/Building Leadership Team (BLT)**

The BLT will approve SLOs using the SLO rubric.

**A. Composition**

- 1. BLT members will receive training in SLO.

**B. Operational Procedures**

- 1. Members of the committee shall receive compensation for work outside the contractual work day for committee work and training.

**Schedule for SGM**

- A. When utilizing vendor assessments as one of the SGMs, all related materials shall be purchased by the board, and all affected staff shall be trained, and receive per diem compensation, on utilization and other considerations prior to the start of the school year or mutually agreed upon date.
- B. When utilizing SLOs as one of the SGMs, the teacher shall submit the SLO template to the SGM Committee/BLT for approval of the SLO no later than:

**Primary, Intermediate and Middle Schools - September 20 / February 7**

**High School- August 30 / December 2**

\*Extensions may be granted through mutual agreement with building administrators.

- C. The BLT committee MUST review and return all submitted SLOs by:

**Primary, Intermediate and Middle Schools- October 11 / February 28**  
**High School- September 27 / January 10**

**Any unapproved SLO must be returned for final approval within 10 days of receipt.**

- D. Teachers must submit all SGM results to his/her evaluator by April 15.  
E. Evaluators must conduct a final meeting to discuss SGM scores by May 10.

28.16 **Criteria for SGM**

- A. The SGM portion of the evaluation shall be from the following:
1. Value Added (VA) data
  2. ODE approved student assessments
  3. Student Learning Objectives (SLO)
- B. SGM per Teacher category
1. Teacher A1 - 50% Value Added (from 1 year prior)
  2. Teacher A2 - Value Added proportional to Value Added Courses taught - remaining percentages to come from SLO data
  3. Teacher B - No Vendor Assessments Available
  4. Teacher C - 50% SLO
- C. For employment decisions, the consideration of the student growth portion of the teacher evaluation must consist of a minimum of three (3) consecutive years of SGM data from the same grade level, subject matter, and/or age level.
- D. Students will be excluded from the SLO if they are not present for at least fifty percent (50%) of the interval of instruction.
- E. A teacher may elect to exclude any student evidencing more than forty-five (45) days excused/unexcused absences, from their SGM calculation (or current law).
- F. A teacher on an approved leave of absence (30 or more days) may elect to defer consideration of SGM to a subsequent year OR modify the SGM expectations (reduce growth targets for reduced length of SLO). A teacher (who has SLO as all or part of their SGM rating) on an unexpected leave of absence will be evaluated 100% on the teacher performance if and only if:
1. K-8: teacher is continuously absent 30 days or more.
  2. 9-12: teacher is continuously absent 15 days or more.

28.17 **Scoring Student Growth Measures**

Teachers will receive one of the following ratings based on the percentage of students that meet student growth targets. See Appendix \_\_\_\_.

1. Above Expected Growth
2. Expected Growth
3. Below Expected growth

28.18 **Submission of Teacher Effectiveness Rating**

- A. Districts must submit the Final Summative Rating of Teacher Effectiveness to the Ohio Department of Education, no later than May 30.

\*\*Pending legislation SMEA/Board reserves the right to review and/or negotiate changes necessary regarding SGM language.

\*\*\*It is understood by all parties that this document cannot supersede Ohio Revised Code.

28.19 **Final Evaluation Procedure**

Each teacher’s performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based upon the following “Evaluation Matrix”:

|                        |          | Teacher Performance |              |             |             |
|------------------------|----------|---------------------|--------------|-------------|-------------|
|                        |          | 4                   | 3            | 2           | 1           |
| Student Growth Measure | Above    | Accomplished        | Accomplished | Skilled     | Developing  |
|                        | Expected | Proficient          | Proficient   | Developing  | Developing  |
|                        | Below    | Developing          | Developing   | Ineffective | Ineffective |

The evaluator shall provide that each evaluation is submitted to the teacher for his/her acknowledgement by written receipt. If signed, by the teacher, the receipt is to be sent to the Superintendent as soon as received.

**Core Subject Teachers – Testing for Content Knowledge**

Beginning with the 2015-2016 school year, core subject area teachers must register for and complete all written examinations of content knowledge selected by the Ohio Department of Education if the teacher has received an effectiveness rating of “Ineffective” on his/her annual evaluation for two (2) of the three (3) most recent school years.

If a teacher passes the examination set forth above and provides proof of that passage to the Board, the teacher will be required, at the teacher’s expense, to complete professional development that is targeted to the deficiencies identified in the teacher’s evaluation conducted under this policy.

The following may be grounds for termination of a teacher pursuant to R.C. 3319.16:

- A. failing to complete all required written examinations under this section;
- B. a failing score on a written examination(s) taken pursuant to this section;
- C. a rating of “ineffective” on the teacher’s next evaluation after passing all written examinations pursuant to this section and after completion of the required professional development; or
- D. failure of a teacher to complete the required professional development.

Any teacher passing the examination set forth above will not be required to take the examination again for three (3) years, regardless of the teacher’s evaluation ratings or the performance index score ranking of the building in which the teacher teaches.

No teacher shall be responsible for the cost of taking an examination set forth above.

**Board Professional Development Plan**

In accordance with the Ohio State Board of Education’s statewide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of teachers covered by this policy. The plan will be reviewed annually.

Nothing in this policy will be deemed to prevent the Board from exercising its rights to nonrenew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the St. Marys Education Association. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to nonrenew a teacher evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the teacher’s summative rating.

## Supplement to the teacher performance

**Introduction.** This supplement is intended to provide a concise description of each criterion included in St. Marys City School's Teacher Performance Review. It is hoped that each teacher in the St. Marys City Schools will make a concerted effort to incorporate the characteristics listed here in his/her classroom on a daily basis. All administrators stand ready to help teachers meet this goal through provision of individual and group professional development activities.

### Domain A – Planning

#### 1. *Planning for Instruction*

This criterion is effectively evidenced by the teacher who:

- has comprehensive, well-organized lesson plans ready at all times.
- establishes daily instructional objectives in an observable form.
- prepares plans which are easily understood by substitute teachers.
- develops long term instructional plans.
- follows approved courses of study.

#### 2. *Organization of Instructional Objectives*

This criterion is effectively evidenced by the teacher who:

- provides unit outlines of syllabi at the start of new units.
- shares lesson objectives with students.
- demonstrates congruence between lesson objective and activities.
- continuously evaluates the extent to which lesson objectives are being achieved.

#### 3. *Organization of Learning Activities*

This criterion is effectively evidenced by the teacher who:

- shares lesson objectives with students.
- provides unit outlines or syllabi at the start of new units.
- includes a variety of activities in each lesson.
- organizes lessons to accommodate individual differences.
- demonstrates congruence between lesson objectives and activities.
- adapts lesson activities when necessary in response to learner feedback.
- includes appropriate balance of instructional and independent activities.
- is efficient in fulfilling housekeeping chores (attendance, behavior management, distribution of materials, etc.)

#### 4. *Use of Varied Methodologies*

This criterion is effectively evidenced by the teacher who:

- considers and accommodates the varied learning styles of the students.
- uses a variety of instructional techniques to achieve the objectives of each lesson.
- attempts to employ creative and imaginative instructional techniques.

#### 5. *Assessment Techniques*

This criterion is effectively evidenced by the teacher who:

- frequently administers written tests which accurately measure achievement of instructional objectives.
- uses tests as diagnostic tools, providing intervention/reteaching as needed.

- analyzes and plans appropriate interventions for results of the school’s standardized testing program.

6. ***Assignment Making Skills***

This criterion is effectively evidenced by the teacher who:

- regards homework as important and assigns appropriate work on a regular basis.
- communicates clearly the assignment, the importance of the assignment, and expectations for satisfactory completion to students.
- gears assignments to the abilities and needs of individual students.
- collects, marks, and returns assignments promptly.

7. ***Selection and Utilization of Instructional Materials***

This criterion is effectively evidenced by the teacher who:

- utilizes adopted material effectively.
- selects supplemental materials which support course of study and lesson objectives.
- uses audio-visual resources effectively as tools for achievement of objectives.

**Domain B – Environment**

1. ***Genuine Concern for the Welfare of Students***

This criterion is effectively evidenced by the teacher who:

- is concerned with the physical, educational and emotional welfare of every student.
- treats students in a tactful, warm, caring, and empathetic manner.
- demonstrates an understanding of students’ abilities, interests, and needs.
- appreciates the problems and successes of students.

2. ***Ability to Motivate Students***

This criterion is effectively evidenced by the teacher who:

- sets high, but attainable expectations for students of all ability levels.
- communicates expectations clearly to students and parents.
- motivates by example as well as by direction.
- works to help all students achieve success.
- provides positive reinforcement of successful performance.

3. ***Ability to Maintain Student Interest***

This criterion is effectively evidenced by the teacher who:

- teaches with enthusiasm.
- moves around room while teaching; does not instruct while sitting behind a desk or standing behind a lectern.
- varies voice tone and volume.

4. ***Student Participation***

This criterion is effectively evidenced by the teacher who:

- designs lessons which result in active participation of all students.
- has an awareness of the total class while teaching.
- seeks to involve the non-involved student.
- allows appropriate “wait time” for student answers.
- encourages higher cognitive levels of learning.

- frequently uses questions which are open-ended to encourage thoughtful and comprehensive answers.
5. ***Tolerance for Students' Point of View***  
This criterion is effectively evidenced by the teacher who:
- encourages students to think for themselves.
  - demonstrates respect for students' opinions and interests.
  - encourages students' creativity.
  - is impartial in response to students.
  - makes a concerted effort to exhibit no bias towards students.
  - works to avoid and overcome personality conflicts with students.
6. ***Classroom Management***  
This criterion is effectively evidenced by the teacher who:
- is obviously in control of the behavior of the students.
  - has developed and follows a written discipline plan which includes rules which describe clearly observable behaviors, progressive penalties for infractions, and positive reinforcement of appropriate behavior.
  - has his/her discipline plan approved by the principal, shares it with students and parents, and posts it clearly in the classroom.
  - disciplines with consistency and without hostility.
  - encourages students to show respect to the teacher and to each other.
  - maintains a classroom environment which is conducive to learning.
7. ***Enforcement of School Policies***  
This criterion is effectively evidenced by the teacher who:
- evidences an awareness of school policies/procedures in the day-to-day management of the classroom.
  - consistently enforces school policies and procedures.
  - actively participates in the process of proposing, revising and implementing policies/procedures at the school level.
8. ***Maintenance of an Appropriate Instructional Setting***  
This criterion is effectively evidenced by the teacher who:
- maintains a neat and organized classroom.
  - arranges furniture and workspace to fit the instructional activities.
  - maintains an aesthetic, motivating classroom as evidenced by attractive bulletin boards, displays of current student work, etc.
  - properly adjusts heat, ventilation, and lighting (to the extent possible) to maximize classroom comfort.
9. ***Ability to Relate to Students***  
This criterion is effectively evidenced by the teacher who:
- evidences a genuine liking for young people.
  - generates rapport with students.
  - maintains an environment in which students visibly enjoy learning.
  - compliments students frequently.
  - greets students warmly.

- is perceived by students as fair, honest, and interested in them.
- avoids sarcasm and nagging.

10. ***Self-Control***

This criterion is effectively evidenced by the teacher who:

- avoids disparaging comments and expressions.
- remains even-tempered in response to difficult or challenging situations.
- handles discipline problems in a calm, consistent, objective manner and without hostility, anger, or violence.

**Domain C – Teaching and Learning**

1. ***Knowledge of Subject Area***

This criterion is effectively evidenced by the teacher who:

- demonstrates knowledge of subject materials through presentations, activities, and response to students' questions.
- demonstrates knowledge of the appropriateness of subject material to the students' ages and abilities.
- has an appropriate background for the subject being taught.

2. ***Interest and Enthusiasm for the Subject***

This criterion is effectively evidenced by the teacher who:

- develops personal approaches, activities, programs, units, etc. which support the teaching of the course of study.
- exhibits appropriate enthusiasm for the importance of the subject.

3. ***Student Achievement***

This criterion is effectively evidenced by the teacher who:

- demonstrates an awareness of student achievement of instructional objectives.
- evaluates his/her performance in terms of students' performance on observable measures of student achievement.
- keeps students and parents well informed of the degree to which expectations are being met.
- reinforces positive achievement of instructional objectives.

4. ***Emphasis on Study Skills***

This criterion is effectively evidenced by the teacher who:

- teaches by guiding learning, rather than teaching by telling.
- helps students understand how to study and learn.
- requires students to take and maintain well-organized notes.
- utilizes pre-reading activities whenever oral or silent reading assignments are given.
- teaches students how to prepare for and take tests.

**Domain D – Professionalism**

1. ***Effective and Acceptable Communication Skills***

This criterion is effectively evidenced by the teacher who:

- speaks effectively with appropriate voice, vocabulary, articulation, and correct grammatical usage.
  - writes effectively with correct spelling and grammar and appropriate vocabulary.
2. ***Knowledge of Current Developments***  
This criterion is effectively evidenced by the teacher who:
- attempts to keep up with new developments in subject, field and instructional methodology.
  - evidences a commitment to professional growth through professional reading, continued professional education, attendance at inservice workshops and programs, etc.
  - applies knowledge gained in professional growth activities in his/her classroom.
3. ***Maintenance of School Reports and Records***  
This criterion is effectively evidenced by the teacher who:
- uses record keeping systems which are easily understood and continued by substitutes.
  - keeps a sufficient number of grades for each student.
4. ***Sound Professional Judgment***  
This criterion is effectively evidenced by the teacher who:
- demonstrates a mature sense of humor.
  - demonstrates good common sense at all times.
  - exhibits attitudes and actions which model exemplary adult behavior for students.
  - renders decisions which are typically well received by colleagues, administrators, students, and parents.
  - is resourceful in the resolution of day-to-day instructional problems.
5. ***Poise and Confidence by the Teacher***  
This criterion is effectively evidenced by the teacher who:
- demonstrates self-confidence in fulfilling job responsibilities.
  - is purposeful in his/her manner.
  - handles problems and frustrations with calmness and objectivity.
6. ***Ability to Relate to Parents, Fellow Staff members, and Administrators***  
This criterion is effectively evidenced by the teacher who:
- is respected by parents, fellow staff members, and administrators as a quality educator.
  - demonstrates a positive attitude toward the school and its students, parents, and staff which contributes to good school climate.
  - exhibits concern for the feelings and opinions of others and is tactful and discrete.
  - attempts to prevent or resolve interpersonal conflicts.
  - communicates frequently with parents.
  - demonstrates friendliness, honesty, sincerity, and a desire to help.
7. ***Support for School Policies and Regulations***  
This criterion is effectively evidenced by the teacher who:

- is consistent in meeting and enforcing St. Marys City Schools Board of Education policies and building regulations.
  - interprets school policies and procedures to the community in a positive manner.
  - participates actively in the process of proposing, revising, and implementing policies and procedures.
  - works to help resolve school problems.
8. ***Response to Supervision***  
This criterion is effectively evidenced by the teacher who:
- responds seriously and purposefully to concerns and suggestions from supervisors.
  - exhibits a willingness to receive and apply suggestions for improvement.
  - achieves job targets presented in personnel evaluations.
  - follows established lines of communication.
9. ***Professional Appearance***  
This criterion is effectively evidenced by the teacher who:
- presents a neat appearance and is appropriately well groomed at all times.
  - dresses in a manner which reflects appropriate adult professional dress.
10. ***Punctuality and Dependability***  
This criterion is effectively evidenced by the teacher who:
- arrives on time and does not leave school without permission prior to the end of the teacher work day.
  - is prompt in meeting and dismissing classes.
  - supervises his/her students at all times; never leaves students unsupervised.
  - can be consistently relied upon to effectively discharge a wide variety of assigned duties and professional expectations.
  - supervises the care and/or safe storage of school equipment for which he/she is responsible.
11. ***Regular Attendance***  
This criterion is effectively evidenced by the teacher who:
- has a consistently near-perfect attendance record on a year-to-year basis.
  - completes absence reports and leave requests in a timely fashion.
12. ***Appropriate Leadership Capability***  
This criterion is effectively evidenced by the teacher who:
- provides appropriate leadership at all times to students under his/her charge.
  - attempts to deal with disruptive or otherwise inappropriate pupil behavior outside of classroom, in lunchroom, restrooms, assemblies, etc.
  - willingly and effectively accepts leadership responsibilities (e.g. program planning, committee work, supplemental assignments, etc.)

**ST. MARYS CITY SCHOOLS  
TEACHER EVALUATION  
SELF APPRAISAL**

\*\*\*\*\*

**Teacher:**

This year you will follow the self-appraisal step of the Staff Development and Evaluation Process.

**Complete the following steps:**

1. Complete this form.
2. Submit it to your principal prior to beginning your self-appraisal process (by Oct. 15<sup>th</sup>)
3. Prepare and submit a summary statement on the results of your self-appraisal and any changes you plan to make in your teaching strategies as a result.
4. Arrange a conference with and/or ask for assistance from your principal at any stage of the process if you feel it is necessary.
5. Schedule a follow-up conference by March 15<sup>th</sup> to review the results.

**These questions work on a 1-5 scale rating. Rate yourself in each of the performance areas. This checklist is simply to direct yourself review.**

**THE SCALE**

1. I urgently need help in this area.
2. This would be important for me to get some assistance and feedback on
3. I am really unsure of my effectiveness in this area.
4. This might need work but it is not a high priority.
5. I am confident that this is working well.

**TEACHING COMPETENCE AND SKILLS**

\_\_\_\_\_ My knowledge of the subject is up to date and relevant

\_\_\_\_\_ My lectures/instruction have clear goals, are clearly explained and well structured to assist students' learning.

\_\_\_\_\_ The strategies I use in class guide students to be independent learners.

\_\_\_\_\_ I have an efficient system to provide adequate feedback to students on their progress.

\_\_\_\_\_ The intended outcomes are clearly specified for students.

\_\_\_\_\_ I integrate technology into the lesson presentation.

\_\_\_\_\_ The assumptions I make about students' entering abilities are explicit, reasonable and accurate.

**STIMULATION AND ENTHUSIASM**

\_\_\_\_\_ I am able to gain students' active participation and interest in the topic.

\_\_\_\_\_ My classes challenge and extend students' assumptions, competence, and understanding of the subject taught.

## **RAPPORT AND FAIRNESS WITH STUDENTS**

- \_\_\_\_\_ Students are comfortable to ask me questions in class.
- \_\_\_\_\_ The atmosphere in class is conducive to student to student interaction and learning.
- \_\_\_\_\_ I handle discipline problems in a calm, consistent and objective manner.
- \_\_\_\_\_ Accounting for student's diverse abilities and interests.
- \_\_\_\_\_ Students perceive me as being available to discuss their concerns about their progress, and their understanding and difficulties of the course with me. They find my assistance helpful.

## **ORGANIZATION AND PREPARATION**

- \_\_\_\_\_ The materials are available for students' when needed and are appropriate for the topic intentions.
- \_\_\_\_\_ Students are clear about what they must do to complete the assessment activities.
- \_\_\_\_\_ I am able to adequately prepare for classes.
- \_\_\_\_\_ I am able to manage class times and activity changes so that classes run smoothly and time is well used.
- \_\_\_\_\_ I review teaching process and topic design based on feedback and achievement.

## **APPROPRIATE WORKLOAD**

- \_\_\_\_\_ I am able to determine the correct amount of work that is appropriate for the class.
- \_\_\_\_\_ The level of difficulty is appropriate for the student's level in this/their course.

## **ASSESSMENT**

- \_\_\_\_\_ Opportunities for formative assessment and feedback are provided.
- \_\_\_\_\_ Summative assessment is appropriate for the topic and success is possible for all students.

## **PROFESSIONALISM**

- \_\_\_\_\_ My communication with parents is regular or on an as needed basis.
- \_\_\_\_\_ I maintain school records and upgrade grade quick and edline regularly.

## SUMMARY RESPONSES

After reviewing my responses to the checklist, the key area(s) I plan to work on is/are:

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Teacher

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Date

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Principal

---

Date

## Elements of Effective Instruction: A Self-Appraisal Tool

**Rating Scale:** 4 – Superior  
3 – Effective

2 – Needs Improvement  
1 – Unsatisfactory

### A. Preparational Competencies

#### 1. Knowledge of Subject Area

This criterion is effectively evidenced by the teacher who:

- demonstrates knowledge of subject material through presentations, activities, and response to students' questions.
- demonstrates knowledge of the appropriateness of subject material to the students' ages and abilities.
- has an appropriate background for the subject being taught.

#### 2. Interest and Enthusiasm for the Subject

This criterion is effectively evidenced by the teacher who:

- develops personal approaches, activities, programs, units, etc., which support the teaching of the course of study.
- exhibits appropriate enthusiasm for the importance of the subject.

#### 3. Genuine Concern for the Welfare of Students

This criterion is effectively evidenced by the teacher who:

- is concerned with the physical, educational, and emotional welfare of every student.
- treats students in a tactful, warm, caring, and emphatic manner.
- demonstrates an understanding of students' abilities, interests, and needs.
- appreciates the problems and successes of students.

#### 4. Knowledge of Current Developments

This criterion is effectively evidenced by the teacher who:

- attempts to keep up the new developments in subject field and instructional methodology.
- evidences a commitment to professional growth through professional reading, continued professional education, attendance at in-service workshops and programs, etc.
- applies knowledge gained in professional growth activities in his/her classroom.

### B. Instructional Skills and Techniques

#### 5. Planning for Instruction

This criterion is effectively evidenced by the teacher who:

- has comprehensive, well-organized plans ready at all times.
- establishes daily instructional objectives in an observable form.
- prepares plans which are easily understood by substitute teachers.
- develops long-term instructional plans.
- follows approved courses of study.

#### 6. Organization of Instructional Objectives

This criterion is effectively evidenced by the teacher who:

- provides unit outlines or syllabi at the start of new units.
- demonstrates congruence between lesson objectives and activities.
- summarizes at end of lesson.
- continuously evaluates the extent to which lesson objectives are being achieved.

---

### **7. Organization of Learning Activities**

This criterion is effectively evidenced by the teacher who:

- shares lesson objectives with students.
- provides unit outlines or syllabi at the start of new units.
- includes a variety of activities in each lesson.
- organizes lessons to accommodate individual differences.
- demonstrates congruence between lesson objectives and activities.
- adapts lesson activities when necessary in response to learner feedback.
- includes appropriate balance of instructional and independent activities.
- is efficient in fulfilling housekeeping chores (attendance, behavior management, distribution of materials, etc.)

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### **8. Ability to Motivate Students**

This criterion is effectively evidenced by the teacher who:

- sets high, but attainable expectations for students of all ability levels.
- communicates expectations clearly to students and parents.
- motivates by examples as well as by direction.
- works to help all students achieve success.
- provides positive reinforcement of successful performance.

---

### **9. Ability to Maintain Student Interest**

This criterion is effectively evidenced by the teacher who:

- teaches with enthusiasm.
- moves around room while teaching; does not instruct while sitting behind a desk or standing behind a lectern.
- varies voice tone and volume.

---

### **10. Use of Varied Methodologies**

This criterion is effectively evidenced by the teacher who:

- considers and accommodates the varied learning styles of the students.
- uses a variety of instructional techniques to achieve the objectives of each lesson.
- attempts to employ creative and imaginative instructional techniques.

---

### **11. Student Participation**

This criterion is effectively evidenced by the teacher who:

- designs lessons which result in active participation of all students.
- has an awareness of the total class while teaching.
- seeks to involve the non-involved student.
- allows appropriate “wait time” for student answers.
- encourages higher cognitive levels of learning.
- frequently uses questions which are open-ended to encourage thoughtful and comprehensive answers.

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### **12. Assessment Techniques**

This criterion is effectively evidenced by the teacher who:

- frequently administers written tests which accurately measure achievement of instructional objectives.
- uses tests as diagnostic tools, providing intervention/re-teaching as needed.
- analyzes and follows through on results of the school’s standardized testing program.

---

### **13. Assignment Making Skills**

This criterion is effectively evidenced by the teacher who:

- regards homework as important and assigns appropriate work on a regular basis.

- communicates clearly the assignment, the importance of the assignment, and expectations for satisfactory completion to students.
- gears assignments to the abilities and needs of individual students.
- collects, marks, and returns assignments promptly.
- provides assistance to individual students, as needed.
- makes assignments which are clearly related to instructional objectives.
- keeps parents informed when assignments are not completed.

#### **14. Selection and Utilization of Instructional Materials**

This criterion is effectively evidenced by the teacher who:

- utilizes adopted materials effectively.
- selects supplemental materials which support course of study and lesson objectives.
- uses audio-visual resources as tools for achievement of objectives.

#### **15. Student Achievement**

This criterion is effectively evidenced by the teacher who:

- demonstrates an awareness of student achievement of instructional objectives.
- evaluates his/her performance in terms of students' performance on observable measures of student achievement.
- keeps students and parents well informed of the degree to which expectations are being met.
- reinforces positive achievement of instruction objectives.

#### **16. Tolerance for Students' Point of View**

This criterion is effectively evidenced by the teacher who:

- encourages students to think for themselves.
- demonstrates respect for students' opinions and interests.
- encourages students' creativity.
- is impartial in response to students.
- makes a concerted effort to exhibit no bias towards students.
- works to avoid and overcome personality conflicts with students.

#### **17. Poise and Confidence by the Teacher**

This criterion is effectively evidenced by the teacher who:

- demonstrates self-confidence in fulfilling job responsibilities.
- is purposeful in his/her manner.
- handles problems and frustrations with calmness and objectively.

#### **18. Emphasis on Study Skills**

This criterion is effectively evidenced by the teacher who:

- teaches by guiding learning, rather than teaching by telling.
- helps students understand how to study and learn.
- requires students to take and maintain well-organized notes.
- utilizes pre-reading activities whenever oral or silent reading assignments are given.
- teaches students how to prepare for and take tests.

### **C. Classroom Management Skills**

#### **19. Pupil Control**

This criterion is effectively evidenced by the teacher who:

- is obviously in control of the behavior of the students.
- has developed and follows a written discipline plan which includes rules which describe clearly the observable behaviors, progressive penalties for infractions, and positive reinforcement of appropriate behavior.

- has his/her discipline plan approved by the principal, shares it with students and parents, and posts it clearly in the classroom.
- disciplines with the consistency and without hostility.
- encourages students to show respect to the teacher and to each other.
- maintains a classroom environment which is conducive to learning.

**20. Enforcement of School Policies**

This criterion is effectively evidenced by the teacher who:

- evidences an awareness of school policies and procedures.
- consistently enforces school policies and procedures.
- actively participates in the processes of proposing, revising, and implementing policies/procedures at the school level.

**21. Maintenance of School Reports and Records**

This criterion is effectively evidenced by the teacher who:

- maintains school reports and records in the prescribed manner.
- submits reports, grades, and other requested documents in a timely and accurate manner.
- uses record keeping systems which are easily understood and continued by substitutes.
- keeps a sufficient number of grades for each student.

**22. Maintenance of an Appropriate Instructional Setting**

This criterion is effectively evidenced by the teacher who:

- maintains a neat and organized classroom.
- arranges furniture and work space to fit the instructional activities.
- maintains an aesthetic, motivating classroom as evidenced by attractive bulletin boards, displays of current student work, etc.
- properly adjusts heat, ventilation, and lighting (to the extent possible) to maximize classroom comfort.

**D. Personal and Professional Characteristics**

**23. Ability to Relate to Students**

This criterion is effectively evidenced by the teacher who:

- evidences a genuine liking for young people.
- generates rapport with students.
- maintains an environment in which students visibly enjoy learning.
- compliments students frequently.
- greets students warmly.
- is perceived by students as fair, honest, and interested in them.
- avoids sarcasm and nagging.

**24. Sound Professional Judgment**

This criterion is effectively evidenced by the teacher who:

- demonstrates a mature sense of humor.
- demonstrates good common sense at all times.
- exhibits attitudes and actions which model exemplary adult behavior for students.
- renders decisions which are typically well received by colleagues, superiors, students, and parents.
- is resourceful in the resolution of day-to-day instructional problems.

**25. Ability to Relate to Parents, Fellow Staff Members and Administrators**

This criterion is effectively evidenced by the teacher who:

- is respected by parents, fellow staff members and administrators as a quality educator.

- demonstrates a positive attitude toward the school and its students, parents, and staff, which contributes to good school climate.
- exhibits concern for the feelings and opinions of others and is tactful and discreet.
- attempts to prevent or resolve interpersonal conflicts.
- communicates frequently with parents.
- demonstrates friendliness, honesty, sincerity, and a desire to help.

---

### **26. Support for School Policies and Regulations**

This criterion is effectively evidenced by the teacher who:

- is consistent in meeting and enforcing Board of Education policies and building regulations.
- interprets school policies and procedures to the community in a positive manner.
- participates actively in the process of proposing, revising, and implementing policies and procedures.
- works to help resolve school problems.

---

### **27. Effective Participation in School Activities**

This responsibility is effectively achieved by the teacher who:

- frequently attends school programs and activities.
- willingly and effectively sponsors extracurricular activities.
- implements special duty assignments effectively.

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### **28. Interest and Commitment to Education**

This responsibility is effectively achieved by the teacher who:

- serves regularly on faculty committees.
- uses planning/conference time for professional activities.
- participates actively in the planning and execution of staff development activities.
- works toward professional self-improvement.
- is receptive to new ideas and is appropriately innovative in the classroom.

---

### **29. Response to Supervision**

This responsibility is effectively achieved by the teacher who:

- responds seriously and purposefully to concerns and suggestions from supervisor.
- exhibits a willingness to receive and apply suggestions from supervisors.
- achieves job targets presented in personnel evaluations.
- exhibits loyalty and respect for administration and the Board of Education.
- follows established lines of communication.

---

### **30. Professional Appearance**

This responsibility is effectively achieved by the teacher who:

- presents a neat appearance and is appropriately well groomed at all times.
- dresses in a manner which reflects appropriate adult professional dress.

---

### **31. Effective and Acceptable Communication Skills**

This responsibility is effectively achieved by the teacher who:

- speaks effectively with appropriate voice, vocabulary, articulation, and correct grammatical usage.
- writes effectively with correct spelling and grammar and appropriate vocabulary.

---

### **32. Punctuality and Dependability**

This responsibility is effectively achieved by the teacher who:

- arrives on time and does not leave school without permission prior to the end of the teacher workday.
- is prompt in meeting and dismissing classes.
- supervises his/her students at all assigned times; never leaves students unsupervised.
- can be consistently relied upon to effectively discharge a wide variety of assigned duties and professional expectations.
- supervises the care and/or safe storage of school equipment for which he/she is responsible.

**33. Regular Attendance**

This responsibility is effectively achieved by the teacher who:

- has a consistently near-perfect attendance record on a year-to-year basis.
- completes absence reports and leave requests in a timely fashion.

**34. Appropriate Leadership Capability**

This responsibility is effectively achieved by the teacher who:

- provides appropriate leadership at all times to students under his/her charge.
- attempts to deal with disruptive or otherwise inappropriate pupil behavior outside of classroom, in lunchroom, restroom, assemblies, etc.
- willingly and effectively accepts leadership responsibilities (e.g. program planning, committee work, supplemental assignments, etc.)

**35. Self-Control**

This responsibility is effectively achieved by the teacher who:

- avoids disparaging comments and expressions.
- remains even-tempered in response to difficult or challenging situations.
- handles discipline problems in a calm, consistent, objective manner and without hostility, anger, and/or violence.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Date

Signature shows that a conference has been held and that the teacher and principal have discussed the self-evaluation but not necessarily agreed upon the ratings. A copy of this evaluation form will be given to the teacher and a copy will be placed in the teacher's file.

**ST. MARYS CITY SCHOOLS  
TEACHER EVALUATION  
SELF APPRAISAL**

\*\*\*\*\*

**Teacher:**

This year you will follow the self-appraisal step of the Staff Development and Evaluation Process.

**Complete the following steps:**

1. Decide on type of self-appraisal;
2. Complete this form;
3. Submit it to your principal prior to beginning your self-appraisal process (by Oct. 15<sup>th</sup>)
4. Prepare and submit a summary statement on the results of your self-appraisal and any changes you plan to make in your teaching strategies as a result
5. Arrange a conference with and/or ask for assistance from your principal at any stage of the process if you feel it is necessary.
6. Schedule a follow-up conference by March 15<sup>th</sup> to review the results.

**Method of self-appraisal to be used:**

**List the objectives of your self-appraisal step:**

**COMMENTS:**

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Date

**Article 29 – Duration**

These agreements shall be in full force and effect from August 20, 2013 through August 19, 2014.

IN WITNESS THEREOF, the following have affixed their signature dated this Jan 30<sup>th</sup>  
2014

For the Association

April Braun  
Association Co-President

Angele Woods  
Association Co-President

Stacy Jackson  
Negotiations Chairperson

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

For the Board

BA Holt  
Board President

Shawn Beorn  
Superintendent

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

**Self-Assessment Summary Tool**

Name \_\_\_\_\_

**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.

Date \_\_\_\_\_

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

|   | <b>Standard</b>  | <b>Strengths</b> | <b>Areas for Growth</b> | <b>Priorities (Check 2)</b> |
|---|--|------------------|-------------------------|-----------------------------|
| Standard 7:<br>Professional<br>Responsibility<br>and Growth | <ul style="list-style-type: none"> <li>• Understanding of and adherence to professional ethics, policies and legal codes</li> <li>• Engagement in continuous, purposeful professional development</li> <li>• Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement</li> </ul> |                  |                         |                             |

## 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 | <b>FOCUS FOR LEARNING<br/>(Standard 4: Instruction)</b><br><br><i>Sources of Evidence:</i><br>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   |   |   |   |   |
|                        | <b>ASSESSMENT DATA<br/>(Standard 3: Assessment)</b><br><br><i>Sources of Evidence:</i><br>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 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 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 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.                             |
|                        | Evidence   | The teacher does not use or only uses one measure of student performance.   | 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 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.   | 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   |
| INSTRUCTIONAL PLANNING | <p><b>PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS</b><br/>           (Standard 1: Students;<br/>           Standard 2: Content;<br/>           Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i><br/>           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><b>KNOWLEDGE OF STUDENTS</b><br/>(Standard 1: Students)</p> <p><i>Sources of Evidence:</i><br/>Analysis of Student Data<br/>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><b>LESSON DELIVERY</b><br/>(Standard 2: Content;<br/>Standard 4: Instruction;<br/>Standard 6: Collaboration<br/>and Communication)</p> <p><i>Sources of Evidence:</i><br/>Formal Observation<br/>Classroom Walkthroughs/<br/>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><b>DIFFERENTIATION</b><br/>(Standard 1: Students;<br/>Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i><br/>Pre-Conference<br/>Formal Observation<br/>Classroom Walkthroughs/<br/>Informal Observations</p>                                  | <p>The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.</p>   | <p>The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students though some students may not be able to access certain parts of the lesson and/or some may not be challenged.</p>   | <p>The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group.</p>  | <p>The teacher matches strategies, materials, and/or pacing to students' individual needs, to make learning accessible and challenging for all students in the classroom. The teacher effectively uses independent, collaborative and whole-class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.</p>   |
| Evidence                   |   |   |   |  |   |

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

| Instruction and Assessment |  |   |   |  |  |
|----------------------------|--|---|---|--|--|
|                            |  | Ineffective   | Developing  | Skilled  | Accomplished   |
| INSTRUCTION AND ASSESSMENT | <p><b>CLASSROOM ENVIRONMENT</b><br/>(Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i><br/>Pre-Conference<br/>Formal Observation<br/>Classroom Walkthroughs/<br/>Informal Observations</p> | <p>There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond disrespectfully to students or ignore their questions or comments.</p> <p>There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.</p> <p>Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged.</p> <p>The teacher creates a learning environment that allows for little or no communication or engagement with families.</p> <p>Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.</p> | <p>The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses student's questions or comments but does not inquire about their overall well-being.</p> <p>Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle.</p> <p>The teacher transitions between learning activities, but occasionally loses some instructional time in the process.</p> <p>The teacher welcomes communication from families and replies in a timely manner.</p> <p>Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors behavior.</p> | <p>The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher makes eye contact and connects with individual students.</p> <p>Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom.</p> <p>Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work).</p> <p>The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning.</p> <p>A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident. Monitoring of student behavior is consistent, appropriate, and effective.</p> | <p>The teacher has positive rapport with students and demonstrates respect for and interest in individual students' experiences, thoughts and opinions. For example, the teacher responds quietly, individually, and sensitively to student confusion or distress.</p> <p>Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom.</p> <p>Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.</p> <p>The teacher engages in two-way, ongoing communication with families that results in active volunteer, community, and family partnerships which contribute to student learning and development.</p> <p>A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.</p> |
|                            | Evidence   |   |   |  |  |

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

| Professionalism |  |   |  |  |  |
|-----------------|--|---|--|--|--|
|                 |  | Ineffective   | Developing   | Skilled  | Accomplished   |
| PROFESSIONALISM | <p><b>PROFESSIONAL RESPONSIBILITIES</b><br/>(Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)</p> <p><i>Sources of Evidence:</i><br/>Professional Development Plan or Improvement Plan;<br/>Pre-conference;<br/>Post-conference;<br/>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> |
|                 | <b>Evidence</b>  |   |  |  |  |

### Professional Growth Plan

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

Self-Directed

Collaborative

Teacher

Evaluator

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

Evaluator Signature

Date

Teacher Signature

Date

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

## Improvement Plan

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

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

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

Building: \_\_\_\_\_

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

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

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

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

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

| Beginning Date | Ending Date | Level of Performance<br>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.

## Post Conference Planning

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

## Four Key Elements of the Instructional Post-Conference

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

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

## Classroom Walkthroughs / Informal Observation

An informal observation/ classroom walkthrough is a:

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

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

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

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

## Guidelines for Informal Classroom Observations

### Informally Observe All Teachers

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

### Informally Observe As Often As You Can

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

### Focusing on One or Two Areas

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

### **Make Time to Follow Up**

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

### **Teacher Driven Observations**

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

### **Types of Data**

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

**Informal Observation: General Form**

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

Evaluator Name: \_\_\_\_\_ Time Walkthrough Begins: \_\_\_\_\_ Time Walkthrough Ends: \_\_\_\_\_

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

**EVALUATOR OBSERVATIONS**

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

**Evaluator Summary Comments:**

**Recommendations for Focus of Informal Observations:**

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

Photocopy to Teacher

### Informal Observation: Open-Ended Form

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

Evaluator Name: \_\_\_\_\_ Time Walkthrough Begins: \_\_\_\_\_ Time Walkthrough Ends: \_\_\_\_\_

| TIMES | OBSERVATIONS |
|-------|--------------|
|       |              |
|       |              |
|       |              |
|       |              |
|       |              |

|                                    |
|------------------------------------|
| <b>Evaluator Summary Comments:</b> |
|                                    |

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

Photocopy to Teacher

**Final Summative Rating of Teacher Effectiveness**

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

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.

**OTES Summative Rating Lookup Table**

**Student Growth**

**At**

**Teacher Performance**

|          | New Grade Card Standard Deviation | SLO Scoring | Value Added         | 4<br>Accomplished | 3<br>Skilled | 2<br>Developing | 1<br>Ineffective |
|----------|-----------------------------------|-------------|---------------------|-------------------|--------------|-----------------|------------------|
|          |                                   |             |                     |                   |              | Skilled         | Developing       |
| <b>B</b> | 1.0 to 1.9                        | 4           | Above Average       | Accomplished      | Accomplished | Skilled         | Developing       |
| <b>C</b> | -1.0 to 0.9                       | 3           | Average             | Skilled           | Skilled      | Developing      | Developing       |
|          |                                   | 2           | Approaching Average | Developing        | Developing   |                 |                  |
|          |                                   | 1           | Least Effective     | Developing        | Developing   |                 |                  |

|  |    |
|--|----|
| <b>A</b>   |    |
| Adoption /Maternity Leave .....  | 21 |
| Association Rights .....   | 38 |
| <b>B</b>   |    |
| Background Check Reimbursement .....   | 22 |
| Benefit Eligibility .....  | 23 |
| Bereavement leave .....  | 19 |
| <b>C</b>   |    |
| Contracts.....   | 2  |
| <b>D</b>   |    |
| Dental plan.....   | 25 |
| Drug and Alcohol Testing.....  | 7  |
| Drug and/or Alcohol Testing after an Accident .....                          | 9  |
| Drug Free Workplace Policy .....   | 5  |
| Duration .....   | 63 |
| <b>E</b>   |    |
| Employee Assistance .....  | 8  |
| Employee Awareness Education.....  | 7  |
| Employees' Rights When There's a Positive Test Result .....                  | 11 |
| Evaluation .....   | 43 |
| <b>F</b>   |    |
| Family and Medical Leave .....   | 41 |
| Follow up Testing after Return-to-Duty from Assessment or<br>Treatment:..... | 9  |
| Fringe Benefit Bonus Program.....  | 25 |
| <b>G</b>   |    |
| Grievance Procedure .....  | 34 |
| GRIEVANCE REPORT FORM .....  | 36 |
| <b>I</b>   |    |
| Insurance .....  | 23 |
| Involuntary Transfers.....   | 23 |
| <b>L</b>   |    |
| Life Insurance .....   | 26 |
| <b>M</b>   |    |
| Medical Plan .....   | 24 |
| Medical Procedures .....   | 39 |

|  |    |
|--|----|
| <b>N</b>   |    |
| Negotiations .....                                       | 42 |
| Nondiscrimination .....                                  | 42 |
| <b>O</b>   |    |
| Optical plan .....                                       | 25 |
| <b>P</b>   |    |
| Payroll Deductions .....                                 | 15 |
| Payroll Payments.....                                    | 16 |
| Payroll Procedures.....                                  | 15 |
| Placement on Salary Schedule.....                        | 16 |
| Planning/Conference Time and Lunchtime .....             | 4  |
| Post-Accident Testing .....                              | 8  |
| Posting of Vacancies .....                               | 22 |
| Prescription Plan.....                                   | 25 |
| Professional Leave .....                                 | 20 |
| Protections for Employees.....                           | 6  |
| Public Complaints Against School Personnel.....          | 40 |
| Reasonable Suspicion Testing.....                        | 8  |
| Reasons for Staff Reduction .....                        | 13 |
| Recall.....  | 14 |
| Recognition.....   | 1  |
| Reduction in Force - Teachers .....                      | 12 |
| RIF (Reduction in Force) Procedures .....                | 13 |
| <b>S</b>   |    |
| Salary Placement .....                                   | 16 |
| Seniority List .....                                     | 12 |
| Severance .....  | 20 |
| Sick Leave .....   | 19 |
| Specimen Collection Procedure.....                       | 10 |
| Staff Ratios .....                                       | 3  |
| State-Mandated Testing .....                             | 42 |
| Storage of Results and Right to Review Test Results..... | 11 |
| STRS Deferral .....                                      | 17 |
| Substances To Be Tested For And Methods Of Testing.....  | 9  |
| Supplemental Contracts and Salary.....                   | 26 |
| <b>T</b>   |    |
| Termination Notices .....                                | 12 |
| Transfers.....   | 22 |
| <b>V</b>   |    |
| Vacancy.....   | 22 |
| Voluntary Transfers.....                                 | 23 |
| <b>W</b>   |    |
| Workday / Work Year .....                                | 1  |