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MASTER AGREEMENT

between the

**SOUTHERN LOCAL
TEACHERS ASSOCIATION**

and the

**SOUTHERN LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

Effective
September 1, 2014 through August 31, 2017

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ARTICLE I — RECOGNITION AND NEGOTIATIONS PROCEDURE

A. Recognition

The Southern Local School District Board of Education, hereinafter "Employer" or "District", hereby recognizes the Southern Local Teachers' Association OEA/NEA Local, hereinafter the "Association/Union", as sole and exclusive bargaining representative for the purposes of Collective Bargaining as defined in Chapter 4117 of the Ohio Revised Code. The bargaining unit shall include both full and part-time whether under contract, either verbal or written, on leave, or on a per diem, hourly or class rate basis, employed or to be employed by the District performing or to perform any work currently being performed by bargaining unit members or any similar work including by way of illustration only but no limitation, classroom teachers (K-12, adult, special, vocational, and full-time substitutes continuously employed in one (1) assignment for more than sixty (60) consecutive workdays), guidance counselors, librarians, media and program specialists, school social workers, attendance officers, school nurses, coordinators, department heads, athletic directors, visiting teachers, advising or critic teachers, tutors, mentors, and head teachers. The Union recognizes that the Superintendent, Assistant Superintendent, Principals, and other Administrative personnel and casual substitutes are excluded from the bargaining unit.

All work currently performed by bargaining unit members, as well as future work of a similar nature, shall be deemed bargaining unit work.

B. Equal Rights Clause

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

Ensure that all personnel actions such as compensation, benefits, transfers terminations, layoffs, return from layoff, reduction in force (RIF), education, tuition assistance will be administered without regard to race, color, religion, creed, national origin, sex, age, marital status, sexual orientation, gender identity and gender expression, disability, veteran status or political or union affiliation and to have due regard for employees' privacy and constitutional rights as citizens.

C. Negotiations Procedure

1. Request for Negotiations

- a. Negotiations may be initiated by either party ninety (90) days prior to expiration of this Agreement by sending to the other party a written request for negotiations.

- b. A request from the Association should be sent to the President of the Board. A request from the Board should be sent to the President of the Association.
- c. Within one (1) week of the request, a mutually convenient meeting date shall be arranged. At the initial session, the parties shall exchange their detailed written proposals. No new items shall be submitted thereafter except upon mutual agreement of the teams.

2. Negotiation Meetings

The parties shall meet at reasonable times within the negotiations period for the purpose of effecting an exchange of facts, opinions, proposals and counterproposals in a sincere effort to reach mutual understanding and agreement on all appropriate matters submitted for negotiations. All parties are obliged to deal openly and fairly with each other on all matters and to conduct such negotiations in good faith but such obligation does not compel either party to agree to a proposal. Such meetings shall not be conducted during the regular school day, unless called by the Board. Such meetings as may be called during the regular school day will have the staff participants excused from regular duties without loss of pay to attend such meetings. No sessions shall be scheduled for the two (2) weeks prior to the end of the school year.

3. Negotiating Teams

Negotiations shall be conducted in executive session by teams representing the respective parties, each team to consist of no more than five (5) persons, inclusive of lay or professional consultants. The selection of the team shall be at the sole discretion of each party.

4. Scope of Bargaining

Negotiable matters shall be salaries, fringe benefits, and terms and conditions of employment of members of the bargaining unit and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

5. Exchange of Information

Upon reasonable advance request, the Board will provide the Association, at no cost, with all available public information in such form as it exists to subjects of negotiations.

6. Caucus

Upon request of either party, a negotiation meeting shall be recessed to permit the requesting party a period of time, not to exceed thirty (30) minutes, to caucus, unless extended time is mutually agreed upon.

7. Agreement

When tentative agreement is reached on all items subject to negotiations, the proposed agreement shall be reduced to writing and shall be first submitted to the Association for ratification. Upon delivery to the President of the Board of written verification by the President of the Association that the Association has properly ratified the agreement, it shall be submitted to the Board for its approval.

8. Dispute Resolution Procedure

In the event agreement is not reached after sixty (60) days from the filing of the Notice to Negotiate, either party shall have the right to request the assistance of a Mediator from the Federal Mediation and Conciliation Service (FMCS) and such request shall be deemed a joint request.

In the event that the services of a mediator are called upon, the mediation process shall last for a minimum of thirty (30) days or until the expiration date of the Contract, whichever is less, then the Association shall have the right to proceed in accordance with Section 4117.14(D)(2) and Section 4117.18(c) of the Ohio Revised Code.

9. General Principles

a. Good faith involves coming to the negotiating table with the intention of negotiating, not of dogmatically pursuing preconceived stands. Good faith requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons and offer counterproposals. Good faith requires both parties to recognize negotiations as a shared process. Neither side is sent to the bargaining table with a "take it or leave it" ultimatum.

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

10. In-Term Bargaining

If during the life of the Contract, bargaining is necessary due to impact, severability or a specified reopener provision in the Contract, said bargaining shall be in keeping with the bargaining procedures set forth in ORC 4117.

ARTICLE II — GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is defined as a claim involving the alleged violation, misrepresentation, or misapplication of a written provision of the Master Agreement entered into between the Board and the Association.
2. A grievant shall mean a member of the bargaining unit or the Association.

B. Rights of the Grievant and the Association

1. A grievant shall be accompanied at all formal and informal steps of the grievance procedure by a representative of the Association.
2. The purpose of these procedures is to secure at the lowest level administrator having authority to resolve the grievance equitable solutions to grievances. All parties agree that grievances will be kept as confidential as is appropriate and processed as expeditiously as possible.
3. No grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement.
4. No teacher may be represented by a teacher organization other than the Association in any grievance procedure initiated pursuant to this procedure. No teacher shall be denied the right to legal advice and/or counsel in any of the levels listed before.
5. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Step Two of the formal grievance procedure.
6. If, in the judgment of the grievant, the grievance is most appropriately filed with the Treasurer, the grievance shall be filed with the Treasurer at Step Two. In the event the Treasurer does not have the authority to remedy the grievance, the grievance shall be filed within ten (10) days at the appropriate step.

7. A teacher engaged during the school day on behalf of the Association with any representative of the Board in any professional grievance, including arbitration, shall be released from regular duties without loss of salary.
8. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from personnel files of the participants.
9. There shall be no reprisals taken against any individual involved in the processing of a grievance.
10. All grievances shall be processed using the Grievance Report Forms attached as Appendix A.

C. Time Limits

1. The number of days indicated at each step in the procedure shall be the maximum. The time limits may be extended for just cause by mutual agreement of the parties. Absence of a party-in-interest will constitute just cause for an automatic five (5) day extension.
2. A grievance shall be filed with thirty (30) days of the act or the grievant's awareness of the act on which the grievance is based.
3. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step and further appeal shall be barred.
4. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.
5. All notices of hearings, dispositions of grievances, written grievances, and appeals shall be in writing and hand delivered or mailed to the grievant, Association President, and Board Representative.
6. Every reasonable effort will be made to process grievances to a satisfactory conclusion by the end of the school year.
7. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
8. During the adopted school year, "days" shall mean school days. During the summer vacation, such "days" shall mean weekdays (Monday through Friday) excluding legal holidays.

D. Grievance Procedure

1. Informal Procedure

- a. A bargaining unit member who feels he/she has a grievance shall first meet informally with the principal or immediate supervisor in an effort to resolve the problem.
- b. A bargaining unit member who feels he/she has a grievance most appropriately handled by the Treasurer, shall first meet informally with the Treasurer in an effort to resolve the problem. This Section applies to:
 - (1) Regular salary
 - (2) Supplemental salary
 - (3) Severance pay
 - (4) Mileage reimbursement
 - (5) Tuition reimbursement
 - (6) Conference and/or planning period pay
 - (7) Total number of unused accumulated sick leave.

2. Formal Procedure

- a. Step One — If the grievance is not resolved at the informal step, the grievant may submit a formal written grievance to his/her immediate supervisor. Within five (5) days of receipt of the formal written grievance, the immediate supervisor shall meet with the grievant if either party deems necessary, and then write a disposition of the grievance with a copy to the grievant, and the Association, and the Superintendent within five (5) additional days.
- b. Step Two — If the grievant is not satisfied with the disposition of the grievance in Step I, the grievant may submit the grievance in writing to the Superintendent/designee within ten (10) days of receipt of its disposition at Step I level. Within five (5) days of receipt of the Grievance Form, the Superintendent/designee shall meet with the grievant and then write a disposition of the grievance with a copy to the grievant and to the immediate Supervisor within five (5) additional days of the meeting.
- c. Step Three — If the grievant is not satisfied with the disposition by the Superintendent, then the grievant may submit the grievance in

writing to the President of the Board within ten (10) days after receiving in writing the disposition by the Superintendent. The Board will meet with the grievant for the purpose of reviewing such grievance. The meeting shall be held in executive session unless otherwise provided by law. Such meeting shall be held at the next regular meeting of the Board or within ten (10) days of receipt by the President of Step III grievance, whichever is later. The disposition of the grievance shall be decided by the Board and given to the grievant within five (5) days following the meeting with the grievant.

- d. Step Four — If the grievant is not satisfied with the disposition of the grievance by the Board of Education at Step III, the grievant (through the Association) may request a hearing before an arbitrator by completing Grievance Report, Step IV.
1. The grievant's request for arbitration shall be made in writing within ten (10) days following the receipt of the disposition of the grievance in Step III. The grievant's request for arbitration shall be by certified mail with return receipt requested to the President of the Board. Within five (5) days following receipt by the President of the grievant's request for arbitration, the Board or its designated representative and the grievant or his/her representative must mutually petition the American Arbitration Association to provide a list of arbitrators. The arbitrator shall be selected by the alternate strike method with each party having the right to request a second list.
 2. Once the arbitrator has been selected, he/she shall proceed with the arbitration on the grievance in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator shall have the authority to consider only a single grievance or several grievances involving a common question of interpretation or application.
 3. The arbitrator shall hold the necessary hearings and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to the Association Representative and Board Representative. The decision of the arbitrator shall be binding on the Board, the Association, and the grievant.

4. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this collective bargaining Agreement. Nor add to, detract from, or modify the language therein in arriving at a determination of any issue.
5. The costs and expenses of the arbitrator and American Arbitration Association shall be shared equally by the Board and the Association.

E. Miscellaneous

1. Nothing contained in this procedure shall be construed as limiting the individual right of a teacher having a complaint or problem to discuss the matter informally with members of the Administration through normal channels of communication.
2. A grievance may be withdrawn at any level without prejudice or record.
3. The Association shall have the exclusive right to determine whether to proceed to the arbitration step of the procedure.

ARTICLE III — COMPENSATION

A. Salary

A five hundred dollar (\$500.00) one (1)-time signing bonus shall be paid in the second pay in December 2014.

1. Effective with the beginning of the 2014-2015 contract year, the base salary shall increase by four percent (4%).
2. Effective with the beginning of the 2015-2016 contract year, the base salary shall increase by three percent (3%).
3. Effective with the beginning of the 2016-2017 contract year, the base salary shall increase by three percent (3%).

Should the District experience additional revenue, the contract will be reopened if and when royalties are realized.

B. Salary Adjustment

When a teacher completes additional training which would qualify the teacher for a higher salary qualification, the salary of the teacher will be adjusted the first pay in October or the first pay in February, whichever comes first retroactive to the start of the first teaching day in September or the first teaching day of the second semester, following presentation of a certified transcript or letter of credit from the

college (university) registrar or the course instructor. If a letter of credit is submitted, it must be followed as soon as possible by a certified transcript. Timely application for a salary adjustment must be submitted by September 15 or two (2) weeks prior to the beginning of the second semester.

C. Experience Credit

All employees, except retirees described in the next paragraph, who are eligible for membership in the bargaining unit, shall at their initial employment be given experience credit, earned in the field of teaching, up to and including ten (10) years.

Individuals who have retired as employees of the Southern Local School District under Ohio's State Teachers Retirement System (STRS), or who have retired from teaching in another district in Ohio, or from teaching in another state, shall be given, at the Board's discretion, ten (10) years or less of experience credit upon employment in the District.

Individuals who retired as employees of the Southern Local School District shall, upon reemployment, begin their seniority from the date of their re-employment, and their previous seniority shall not be counted.

All employees shall advance one (1) step on the salary schedule for each year of experience credit they earn in the District.

Effective with the beginning of the 2014-2015 contract year, a longevity step will be added at Step 20 with a percentage increase equal to one thousand dollars (\$1,000.00).

D. Pay Days

Members of the bargaining unit will be compensated over the course of the year with either an electronic direct deposit if that is what they have already chosen or paychecks issued on alternate Fridays. If a payday falls on a holiday, unit members will be paid on the preceding Thursday. Beginning with new employees hired for the 2003-2004 school year, these new employees shall be paid by electronic direct deposit. If a bargaining unit member is on an approved leave on a Friday, checks or direct deposit slips, if available, may be picked up after 2:00 PM on Thursday. When twenty-seven (27) pays occur in a fiscal year, the gross yearly salary shall be divided by twenty-seven (27).

E. Mileage

The Board shall pay the Internal Revenue Service rate per mile for authorized automobile expenses. The outgoing and returning mileage shall be calculated to and from Southern Local School District's K-12 Building. Mileage reimbursement claims should be submitted monthly on forms provided by the Board.

F. Supplemental Salaries

Supplemental salaries shall be paid in accordance with the supplemental salary schedule in Appendix D. In addition to the increases generated by an increase on the teachers' bachelor pay scale, supplemental salaries will be increased across the Board by one percent (1%).

G. Severance Pay

1. Certificated employees of the Southern Local Board of Education who make formal application for and who qualify for retirement benefits from the Ohio STRS and who submit to the Board their written resignation for retirement purposes shall be eligible for severance pay.
2. The amount of severance pay shall be determined by multiplying the daily rate of the staff member's salary at the time of separation from the Southern Local School District by twenty-five percent (25%) of the unused accumulated sick leave.
3. Severance pay shall be based upon the daily rate of pay as determined from the staff member's contract in effect at the time of separation of employment.
4. Payment of severance pay on the basis set forth above shall be considered to eliminate all sick leave credit accrued by the staff member.
5. Failure to apply for severance pay within one hundred twenty (120) days from separation from the Southern Local Schools shall constitute a waiver of any and all claims to severance pay.

H. Tuition Stipend

1. Effective July 1 and January 1 of each school year this Agreement is in effect, the Board shall appropriate by those dates, Eight thousand dollars (\$8,000.00) each semester to provide tuition reimbursement to teachers for earned college credit. The Board shall pay each certificated employee, upon completion of work and in compliance with the procedure below Three hundred dollars (\$300.00) per semester hour or One hundred fifty dollars (\$150.00) per quarter hour or the actual tuition cost, whichever is less.

Any appropriated monies not used for tuition reimbursement for the first semester shall be carried over to the second semester in a school year. Any appropriated monies left over at the end of the school year shall not be carried over to the next school year.

- a. Each class (course) submitted for approval must be submitted on a separate form (i.e., one application form for each course). If a complete description of the course is not provided which includes dates, course numbers, etc., tuition reimbursement will be refused.
 - b. Application forms will be submitted for approval no earlier than four (4) weeks prior to the first day of class.
 - c. If a bargaining unit member must withdraw from an approved course, he/she must resubmit for a substitute course if applicable. Bargaining unit members who resubmit courses shall move to the bottom of the list.
 - d. If a course gets canceled for reasons beyond the bargaining unit member's control, he/she must resubmit for a substitute course if applicable. Bargaining unit members who resubmit courses shall move to the bottom of the list.
2. All courses taken under this policy shall be approved by the Superintendent on a form supplied by the District prior to the course. Each form will specify the exact time and date submitted.
 3. Approval shall be granted when the hours taken are within the curriculum of the Southern Local School District, administration, guidance, and to maintain or upgrade certification.
 4. The maximum number of hours credit a teacher may use under this policy shall be twenty-one (21) semester hours or twenty-eight (28) quarter hours in any three (3) year period.
 5. Available moneys shall be provided to pay tuition reimbursement on a first-to-apply basis.
 6. Compensation for approved courses will be paid the pay period following receipt of an official transcript and payment receipt from the college or university where the courses are taken.
 7. All graduate studies taken by certified employees who are reimbursed by another agency will not be eligible for this stipend for those same hours of credit.
 8. Within a reasonable period of time following the receipt of a written request from Association officials, the Board will forward a list to the Association of individuals taking approved courses subject to the terms of this section each February and October.

I. STRS Board Pick-Up

STRS-Board "Pick-Up" shall be implemented and effective beginning with the first pay period of the 1984-85 school year for teachers. This change in procedure will be of no cost to the Board and is solely for the purpose of reducing current tax for members of the bargaining unit and will remain in effect so long as present tax laws are in effect. Teachers are individually responsible for reviewing the relationship between this Article and their other tax deferral arrangements, if any.

J. Payment Errors

Errors in pay will be corrected within two (2) workdays from the date the error is reported, in writing, to the Treasurer of the Board. Sometimes situations may arise when corrections cannot be made within two (2) days; however, making corrections shall not exceed five (5) workdays. This section applies to: (1) regular salary; (2) supplemental salary; (3) severance pay; (4) mileage reimbursement; (5) tuition; and (6) conference and/or planning period pay.

K. Annual Attendance Incentive

Bargaining unit members who do not use any leave, except for up to two (2) days of bereavement leave, shall receive a Six Hundred Dollar (\$600) attendance incentive, payable prior to June 30.

Bargaining unit members who use no more than one (1) day of leave, except for up to two (2) days of bereavement leave, shall receive a Three Hundred Dollar (\$300) attendance incentive payable prior to June 30.

Professional leave, jury duty leave, and association leave shall not be counted as absences under this provision of the contract. Use of bereavement leave, for purposes of eligibility of the stipend under this provision, must be indicated by the bargaining unit member by checking the appropriate item or box on the District's sick leave form.

L. Prorated Pay of New Teachers

In the event that a newly hired member of the bargaining unit has not initially worked a full pay period prior to the end of the first pay period of the school year, his/her daily rate of pay shall be calculated by taking the individual's annual contractual salary and dividing it by one hundred eighty-three (183). Then the daily rate of pay shall be multiplied by the actual number of days worked during that period.

Subsequent to their first pay period, newly hired members of the bargaining unit will be paid twenty-five bi-weekly pays the remainder of their annual contractual salary, which shall be calculated by subtracting the actual number of days worked in the first pay period from one hundred eighty-three (183) and then multiplying the difference from the subtraction by the member's daily rate of pay.

M. Intervention Teaching Compensation

Bargaining unit members are not required to perform intervention teaching or administrative duties related to intervention teaching. In the event a bargaining unit member does agree to perform such work, he/she shall be compensated at the rate of Twenty Dollars (\$20.00) per hour or any part thereof on a prorated basis.

ARTICLE IV — INSURANCE PROVISIONS

Healthcare insurance will become compliant with the Affordable Care Act.

A. Hospitalization and Major Medical

1. The Board shall purchase from a carrier licensed by the State of Ohio, a PPO hospital-surgical insurance coverage (UCR) for each certificated employee now or hereafter employed and his/her family which meets or exceeds the specifications below. Effective October 1, 2006, the Board shall pay ninety percent (90%) of the cost of such insurance and employees will pay ten percent (10%) of the costs of this insurance, with a cap of Seventy-five Dollars (\$75.00) per month for family coverage and Thirty Dollars (\$30.00) per month for single coverage.

a. The Board shall provide only one (1) PPO, Dental Prescription and Vision, or two (2) single policies for married couples, if both are employed by the District.

2. The premium amounts set forth in paragraph 1 of this Article are subject to the provisions in Article IV (F) – Insurance Evaluation Committee, and Article III (A)- Salary.

3. Benefits

Benefits	Network	Out-of-Network
Waiting period and eligibility	Immediate	Immediate
Dependents covered	To age 28	To age 28
Deductibles <i>(no cross application)</i>	\$500 Single \$1000 Family	\$1000 Single \$2000 Family
Out of Pocket Limits	\$4,500 Single \$9,000 Family	\$9,000 Single \$18,00 Family

Lifetime Benefits	Unlimited	Unlimited
Coinsurance levels	90% after deductible, subject to OOPL	60% after deductible, subject to OOPL
Pre-Admission Notification	Yes	Yes
Inpatient	90% after deductible, subject to OOPL	60% after deductible, subject to OOPL
In-Patient Mental/ Nervous/Substance abuse	90% after deductible, subject to OOPL	60% after deductible, subject to OOPL
Surgery	90% after deductible, subject to OOPL	60% after deductible, subject to OOPL
Surgical Assistant	90% after deductible, subject to OOPL	60% after deductible, subject to OOPL
Emergency Room Visit	90% after deductible, subject to OOPL	60% after deductible, subject to OOPL
Physician office visit	90% after deductible, subject to OOPL	60% after deductible, subject to OOPL
Specialist office visit	90% after deductible, subject to OOPL	60% after deductible, subject to OOPL
Diagnostic Lab & X-ray	90% after deductible, subject to OOPL	60% after deductible, subject to OOPL
Radiotherapy	90% after deductible, subject to OOPL	60% after deductible, subject to OOPL
Speech Therapy	90% after deductible, subject to OOPL	60% after deductible, subject to OOPL
Outpatient Physical Therapy	90% after deductible, subject to OOPL	60% after deductible, subject to OOPL
Outpatient Inhalation Therapy	90% after deductible, subject to OOPL	60% after deductible, subject to OOPL
Chemotherapy	90% after deductible, subject to OOPL	60% after deductible, subject to OOPL
Outpatient Cardiac	90% after deductible, subject to OOPL	60% after deductible, subject to OOPL

4. Any teacher, whether new or currently employed, but not covered by hospitalization insurance, may apply anytime but has a waiting period required by the carrier that is not to exceed thirty (30) days. For those that choose this insurance coverage, the Board shall provide full twelve (12) month coverage commencing with the first day of school (or September 1, whichever is first) and ending twelve (12) months later (or August 31, whichever is last). This insurance shall continue in effect during absences of illness as specified in the Ohio Revised Code for which the employee may use sick leave. Upon separation from employment the employee shall have the right to assume such coverage at his/her expense. Employees who, after thirty (30) years of experience, choose to retire from the teaching profession, may, if they choose to remain a part of the group insurance plan by remitting the premiums to the Treasurer of the Board of Education. Such remittance shall not be required more than thirty (30) days in advance.

B. Life Insurance

The Board shall pay one hundred percent (100%) of a Thirty Thousand Dollar (\$30,000) term life insurance policy for all employees.

C. Prescription Drug

Employees shall pay Five Dollars (\$5.00) per month and the Board shall pay one hundred percent (100%) of the remaining cost of a prescription drug policy for all employees.

Benefit

Prescription Drug	\$10 generic
Coverage (34 day supply)	\$20 brand name \$30 brand name formulary
Mandatory Mail Order	\$20 generic
Prescription Drug name	\$40 brand name
Coverage (90 day supply)	\$60 brand name formulary

The prescription premium amounts set forth above are subject to the provisions in Article IV (F) – Insurance Evaluation Committee, and Article III (A) – Salary.

D. Dental Insurance

The Board shall purchase through a carrier licensed by the State of Ohio, dental insurance coverage which meets or exceeds the specifications below for each member of the bargaining unit, now or hereafter employed and his/her eligible dependent(s). The Board shall pay one hundred percent (100%) of the premium

cost of such a plan. The effective date of coverage shall be the first day of the 1981-82 school year.

1. Specifications:

Maximum Benefits Per Person:

Class I, II, or III	Unlimited
Class IV	\$1,000 per person
Deductible-Individual	\$25.00 per Calendar Year
Deductible-Family	\$50.00 per Calendar Year

2. Benefits Paid:

Class I, Preventive & Diagnostic No Deductible: 100% of reasonable & customary charges

Routine Oral Exams - One every six (6) months

Teeth Cleaning - One every six (6) months

Fluoride Treatments - One every twelve (12) months

Emergency Pain Treatments

Space Maintainers

Diagnostic X-Rays

Tests and Lab Exams

Class II, Basic Restorative..... 80% of the reasonable & customary charges

Fillings - Amalgams, Silicate, Acrylic

Root Canal Therapy

Treatment of Gum Disease

Repair of Bridgework & Dentures

Extractions and Oral Surgery

General Anesthesia - only if medically necessary

Class III, Major Restorative80% of the reasonable & customary charges

Inlays, Onlays, Gold Fillings, or Crown Restorations

Initial Installation of Fixed Bridgework

Installation of Partial or Full, Removable Dentures

Replacement of Existing Bridgework or Dentures

Class IV, Orthodontia80% of the reasonable & customary fee charged by a dentist, not subject to deductible, for the following:

Full Banded Orthodontic Treatment

Appliances for Tooth Guidance

Appliances for to Control Harmful Habits

Retention Appliances (not in connection with full banded treatment)

Maximum per person - \$1,000.00

E. Vision Insurance

The Board agrees to Plan D Vision Insurance for exams, lenses, and frames every twelve (12) months. Full coverage for necessary contact lenses; \$80.00 cosmetic contact lens allowance. Plan D calls for a Five Dollar (\$5.00) deductible for examination and Ten Dollar (\$10.00) deductible for materials.

Exam.....\$50.00

Single Vision Lenses.....\$45.00

Bifocal Lenses.....\$60.00

Trifocal Lenses.....\$70.00

Lenticular Lenses.....\$100.00

Frames.....\$45.00

Necessary Contact Lenses\$180.00

Cosmetic Contact Lenses\$80.00

F. Insurance Evaluation Committee

By December 1, 2009, the Association and the Board shall establish a committee of up to four (4) members each to begin immediately an evaluative study of the different group plans available for hospitalization, major medical, term life, dental, vision, and prescription drug coverage and wellness initiatives. The purpose of the committee is to recommend, by December 31, 2010 or a later date agreed to by the Superintendent and SLTA President, such plans to cover District employees that will be effective June 30, 2011. The discussions shall include the possibility of an FSA/§125 Plan. The Board and Association will consider the recommendations of this committee. The parties will invite OAPSE to participate on the committee and appoint three (3) members and one (1) representative of that Local's choosing. The committee shall meet at least every other month. The Treasurer and SLTA President's designee shall be a part of the Committee and must be present at all meetings.

The committee shall seek training for its members through FMCS. If necessary, the Board shall provide release time for committee members to attend such training.

G. Insurance Provisions

All bargaining unit members will receive copies of insurance policies and complete plan descriptions for each of the insurance coverages provided. New employees shall receive these no later than thirty (30) days after being employed by the Board.

ARTICLE V — LEAVE PROVISIONS

A. Sick Leave

1. All full-time employees of the Board of Education are granted sick leave at the rate of one and one-fourth (1¼) days for each month of service. A total of fifteen (15) days per year (September 1 - August 31).
2. Sick leave is accumulative to a maximum of three hundred (300) days.
3. a. Sick leave may be used for illness, injury, pregnancy, exposure to contagious disease, and for illness or death in the employee's immediate family.
b. Immediate family is interpreted to include father, mother, brother, sister, husband, wife, children, grandchildren, stepchildren, grandparents, parent-in-law, son-in-law, daughter-in-law or any other person who assumes a similar relationship to the employee. Any elderly relative, foster child or dependent person living in the employee's household shall be considered a member of the immediate family.

4. An employee who transfers from one public agency in Ohio to another public agency shall be permitted to transfer his/her accumulated sick leave.
5. Unused accumulated sick leave shall be reported to the employees by the Treasurer every two (2) weeks on their paychecks.
6. If a new employee is absent for reasons covered by sick leave before he/she has had sufficient time to accumulate sick leave balance in order to avoid salary deductions, the following policy will prevail:
 - a. A deficit of not more than five (5) days.
 - b. No debit will be for a period extending beyond August 31.
 - c. If an employee's employment is terminated while he/she still has a debit sick leave, a deduction will be made from his/her final check to balance his/her sick leave account.
7. Sick leave can be used in half or whole days.
8. A doctor's note is required after three (3) consecutive sick days.

B. Personal Leave

Each member of the bargaining unit shall have three (3) personal leave days per school year with pay. Except in cases of emergency, notification for personal leave shall be submitted three (3) days in advance of anticipated absence. Personal leave shall not be used during the first five (5) or last five (5) days of the student school year, or on the day preceding or the day following a holiday or vacation, unless approved by the Superintendent. No more than five (5) teachers working in grades K-12 may be on personal leave per day, unless the restriction is waived by the Superintendent on a first-come, first-served basis. Any unused personal leave shall be converted to sick leave up to the maximum accumulation set forth in Article V (A). Use of personal leave days will not count toward sick leave incentive.

C. Medical Leave

Medical leave shall be granted, upon request, to any employee, subsequent to the use of sick leave, for serious illness of the employee or for serious illness of the family of the employee. Such leave shall be without pay and shall not exceed one (1) full year. Each employee shall be carried on the payroll records and shall receive all Board-paid fringe benefits for up to six (6) months after the beginning of his/her medical leave. After six (6) months, the employee shall be permitted to continue his/her insurance benefits by delivering a check for the full amount of the cost of benefits to the Treasurer's office five (5) work days before the Board is required to send payment to the insurance representative.

D. Assault Leave

1. Up to one hundred (100) days of assault leave shall be granted to an employee who is absent due to physical assault on the employee resulting from an assault which occurs as a result of the teacher's employment with the Board. The employee shall receive full pay and fringe benefits while on leave. Leave granted under this policy shall not be charged against sick leave. Any employee absent due to assault shall be obligated to provide the Board a physician's statement relative to the employee's physical or mental ability to return to work.
2. Should an assault occur, the employee affected shall file with the Ohio Bureau of Workers Compensation. Any lost wages received from the Bureau will be deducted from what the Board is obligated to pay such employee.
3. Any employee assaulted shall file a report with local law enforcement authorities and shall cooperate with any investigation.

E. Sabbatical Leave

Sabbatical leave for each employee shall be recommended by the Superintendent and such recommendation may be approved by the Board provided the following requirements have been satisfied by each employee:

1. Sabbatical leave may be approved only for those employees who have taught in the Southern Local School District for five (5) or more years. Subsequent sabbatical leave may be granted after a minimum of five (5) years of additional teaching in the Southern Local Schools.
2. Sabbatical leave for professional self-improvement shall be granted for a specific period requested by the employee for not more than twelve (12) calendar months.
3. A planned program for the sabbatical leave must be approved by the Superintendent prior to making a recommendation to the Board.
4. Each employee shall receive the difference of their annual salary and the salary of the substitute hired to replace the member of the bargaining unit on leave. The employee on sabbatical leave shall receive all other fringe benefits as they would have received if they had remained in their full-time teaching position.
5. It is understood that the employee has a professional obligation to return to employment in the Southern Local School District upon the expiration of the leave. If the employee fails to return, he/she shall reimburse the Southern Local School District for all expenses of the sabbatical leave within twenty-four (24) months of his/her scheduled return.

F. Pregnancy Leave

1. Right to Leave

An employee who becomes pregnant shall have the right to an unpaid leave of absence to begin at any point during the pregnancy.

2. Application for Pregnancy Leave

Application for pregnancy leave should, when possible, be filed at least thirty (30) days prior to the beginning date of the leave. Such application may be amended as to the anticipated beginning and termination dates, at any time, whether before or after the commencement of the leave, based upon changes in the employee's condition, by the filing of an amended application and a statement of the employee's attending physician. Such application for amendments of leave shall be approved by the Superintendent.

3. Time of Leave

Pregnancy leave may begin at any point of the pregnancy and continue through the disability connected with delivery. Pregnancy leave may be followed by parental leave.

4. Rights on Leave

Employees on pregnancy leave shall: (1) be recognized as full-time employees and treated as such for all fringe benefit purposes, for up to one (1) year; (2) employees shall have the option of converting to sick leave.

5. Reinstatement Rights

An employee shall return immediately following the expiration of the leave and shall be reinstated to the same position, salary steps and range to that held prior to the leave unless leave extends beyond one (1) calendar year.

G. Parental Leave

1. An employee who becomes the parent of a newborn or an adopted child or the parent of a minor child who develops a severe health problem, shall have the right to an unpaid leave of absence for a period not to exceed one (1) year from the date of birth or termination of pregnancy leave, adoption, or the date of the beginning of the severe health problem.

2. Application for Parental Leave

Application for parental leave shall be filed at least thirty (30) days prior to the anticipated beginning date of the leave. In the case of early delivery or adoption, the thirty (30) days rule shall be omitted, but the employee must notify the Superintendent at the earliest opportunity of the intent to take personal leave.

3. Time of Leave

Parental leave shall be for a period of up to one (1) year as defined on the leave application and may be extended for up to an additional one (1) year on the approval of the Superintendent.

4. Rights While On Leave

Employees on parental leave shall: (a) be recognized as full-time employees and treated as such for all fringe benefit purposes; for up to one (1) year unless such year is an extension of a pregnancy leave of one (1) year; (b) employees shall have the option of converting to sick leave.

H. Professional Leave

Reimbursement for attendance at professional meetings in performing Board authorized business will be governed by the procedure outlined below:

1. A written request must be made to the Board through the office of the Superintendent at least one (1) week in advance of the monthly Board meeting.
2. Upon return, an expense form available in the Superintendent's office is to be submitted including the following reimbursable items:
 - a. Round trip auto mileage at the negotiated rate specified in Article III - Section E - Mileage;
 - b. Meals and lodging receipts;
 - c. Meeting registration fee receipts;
 - d. Other expenses may be listed, but will only be paid upon Board approval.

I. Leave of Absence for Professional or Other Purposes

Upon the written request of a member of the bargaining unit, the Board of Education may grant a leave of absence for a period of not more than two (2) consecutive school years for professional or other purposes. Upon subsequent

request, such leave may be renewed by the Board. Such leave is without pay and fringe benefits.

J. Association Leave

Duly authorized delegates or elected officers shall be permitted to attend meetings of the Ohio Education Association, the National Education Association, or the East Central Ohio Education Association without loss of pay. Such approval shall be given to delegates, officers or designees provided the total number of workdays does not exceed ten (10) over the course of the school year. Additional days may be granted under this section at the discretion of the Superintendent.

K. Jury Duty/Court Leave

1. An employee who is summoned for jury duty or who is appearing before a court or an agency as a witness or party in a civil proceeding shall be granted all necessary leave. If the party is appearing before a court or an agency as a witness in a criminal proceeding, the Superintendent may grant such leave at his/her discretion.
2. The employee's compensation for jury duty leave shall be with pay, provided the employee endorses the check received for juror services to the Southern Local School District.

ARTICLE VI — TEACHERS LIMITED CONTRACT

- A. Certified employees of the Southern Local School District who do not qualify for a continuing contract shall receive limited contracts in the following order:
- 1st year - limited contract for one (1) year;
 - 2nd year - limited contract for one (1) year;
 - 3rd year & thereafter - limited contract for three (3) years.
- B. A teacher becoming eligible for a continuing contract during the term of a limited contract, shall be considered for continuing contract status in April of the first year of eligibility.
- C. The teacher must notify the Superintendent in writing by March 1 of the first year that the teacher is eligible for a continuing contract. Failure to notify the Superintendent by such time shall result in the employee not being considered for a continuing contract until April of the following school year, unless this requirement is waived by the Board.

ARTICLE VII — FAIR DISMISSAL POLICY

- A. A full written record of evaluation of a teacher's professional service shall be maintained in accordance with the Evaluation Procedure prior to any action of dismissal (copies of such information shall be made available by the Administrator to said teacher upon written request).
- B. The recommendation of the Superintendent for renewal of a limited contract based on satisfactory evaluations shall not be reversed by the Board without due process.
- C. Consultation with a teacher by an Administrator for alleged violation of Board rules or regulations or regarding the professional performance or conduct of said teacher, shall upon request of the teacher, be in the presence of an Association representative and the Administrator making the charge or imposing the disciplinary action.
- D. Prior warning shall be made in writing to the teacher by the Administrator before recommending nonrenewal of contract to the Board.
- E. Specific reasons in writing with notification of the Superintendent's intent to recommend nonrenewal of contract shall be given to any teacher who is to be recommended for nonrenewal.
- F. All new teachers hired after January 16, 1994, shall be subject to a two (2) year probationary period during which there shall be no just cause protections for contract nonrenewal. During the first year of probationary status, an employee may be non-renewed for any reason and shall have no right to challenge the nonrenewal in any legal forum including no right to file a grievance on the nonrenewal. During the second year of the probationary period, an employee is entitled to the procedural rights appearing in Article XXII - Evaluation Procedure and Article VII - Fair Dismissal Policy, but such employees shall not have just cause protections during the two (2) year probationary period. This provision does not effect any employee hired prior to January 16, 1994.
- G. It is the intention of the parties that ORC 3319.11 and 3319.111 will apply for non-renewals.

ARTICLE VIII — PROFESSIONAL PERSONNEL RECORD FILE

- A. There will be established and maintained one (1) official file on teaching staff members which will be maintained in the central office.
- B. Any teacher shall have the opportunity to read any material which may be considered critical of his/her conduct, service, character, or personality before it is placed in his/her personnel file. A teacher shall acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed. His/her signature shall not indicate agreement with the content of the material, but

indicates only that the material has been inspected by the teacher. He/she shall also have the opportunity to reply to such critical material in a written statement to be attached to the file copy. Upon the teacher's request, written reprimands and/or critical letters or those of a disciplinary nature will be removed from the teacher's personnel file providing that five (5) years have elapsed after the effective date of the document, providing there are no intervening reprimands or critical or disciplinary letters during the five (5) year period.

- C. Teachers shall be informed of any complaint by a parent and/or student which is directed toward them that could become a matter of record.
- D. Anonymous letters or materials shall not be placed in the teacher's file nor shall they be made a matter of record. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the Association may, at the teacher's request, accompany the said member in such a review.
- E. Material will be removed from his/her file when a teacher claims that it is inaccurate or unfair as sustained by the grievance procedure. A teacher shall be entitled to a copy at his/her expense of any material in his/her file.
- F. Personnel record files shall include some or all of the following:
 - 1. Application for employment, including references (references are confidential and not available to teachers).
 - 2. Copy of the latest contract and/or salary notice.
 - 3. Teaching certificate (copy).
 - 4. Official transcript of college credits.
 - 5. Record of military service.
 - 6. Evaluation forms.
 - 7. Letters of reprimand.

ARTICLE IX — REDUCTION IN FORCE

A. Reasons for RIF

Any reduction of staff because of decreased enrollment of pupils, return to duty of regular teachers after leaves of absences, or by reasons of suspension of schools or territorial changes affecting the District, abolishment of positions, or due to there being no vacant position for teachers who were once administrators in the District, or any other reasons authorized by ORC 3319.17 shall first be made through attrition resulting from resignation, retirement, and transfers. The Board of Education may then suspend contracts to complete the reduction plan.

B. Notification of RIF

1. The Board will notify the Association in writing of an impending RIF not less than thirty (30) days prior to Board action to implement the RIF. This notice will include:
 - a. The reasons for the RIF;
 - b. The number of employees affected;
 - c. The name(s) of the employees to be affected;
 - d. The date of Board action on the RIF;
 - e. The effective date of the RIF.
2. Upon receipt of the notification, the Association may request a meeting with the Superintendent or his/her designee(s) to review the proposed RIF. A meeting shall be scheduled within ten (10) days of the request. If the RIF is for financial reasons, a detailed report on the financial affairs of the District will be provided to the Association President.
3. An employee to be laid-off due to a RIF will be notified in writing not less than ten (10) working days prior to Board action to implement the RIF. This notice will include:
 - a. The reasons for the RIF; reasons shall not be arbitrary or capricious.
 - b. The date of Board action on the RIF.
 - c. The effective date of the RIF.
4. Disagreements regarding a RIF shall be resolved through the grievance procedure and shall be initiated at Step III.

5. No reduction in force for the following school year shall be implemented after April 30. Further, this shall be the only time RIF shall be implemented.
6. No reduction in force shall be accomplished through the nonrenewal or termination of the contract of any bargaining unit member.

C. Seniority

1. Every teacher's name shall appear in order of seniority on a list for his/her areas of certification. Those teachers who have more than one (1) area of certification shall have their name on several different lists. This list shall be maintained and updated on an annual basis and provided to the Association. Changes to the list will be provided to the Association no later than September 30 of each year.
2. Seniority is based on the length of continuous service in the bargaining unit, which is not affected by authorized leaves of absence. For purposes of RIF seniority, a teacher becoming eligible for a continuing contract during the term of a limited contract, shall be considered as if they had a continuing contract as soon as they meet all of the requirements. Teachers with continuing contracts shall be deemed senior to all teachers on limited contracts. Seniority of teachers who resign and are subsequently reemployed shall begin at the date of reemployment.
3. Where two (2) or more teachers have joined the system at the same time, their names are arranged on the seniority lists based on the school board meeting at which they were hired. Those teachers employed on the same date shall use the date on their application form for seniority purposes. If two (2) or more teachers employed on the same date have the same application date, then the order in which their names appear in the Board minutes shall be used to break the tie.

D. Procedure

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

1. First, the Board shall accomplish any necessary reductions in staff through attrition (i.e. retirement, voluntary resignation, etc.), before any suspension of contracts.
2. Second, should it be necessary to suspend contracts to achieve the necessary reduction in staff, limited contract teachers shall be reduced first utilizing the following order:

- a. Certification/Licensure within the affected teaching field
 - b. Comparable evaluations as defined in this Agreement
 - c. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.
3. Third, should the necessary reduction of staff require that exceed the number of limited contract teachers in the affected field, only then shall continuing contract teachers be reduced by utilizing the following order:
- a. Certification/licensure within the affected teaching field
 - b. Comparable evaluations as defined in this Agreement
 - c. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.
4. Using the exclusive criteria in this provision, the District will establish the order in which members' contracts are suspended and will recall members in reverse order
5. Until the new evaluation process that complies with HB 153 has been fully implemented for at least three (3) years, all evaluations will be deemed comparable.

E. Comparable Evaluations

1. The definition of the term "comparable," as applied to teacher evaluations, included in this section shall only be applicable after a new evaluation system that complies with HB 153 has been negotiated and fully implemented, as defined above, for at least three (3) years.
2. All teachers within the District shall be deemed to have comparable evaluation except as defined otherwise in this section.
3. Upon full implementation of the new evaluation system, and with at least three (3) full years of student growth data, in the event a teacher is rated "Ineffective" for three (3) consecutive years, such teacher shall no longer be considered comparable to the rest of the bargaining unit for purposes of a reduction in force. However, should such a teacher receive a rating above "Ineffective" in any given year, such teacher shall be deemed comparable with the rest of the bargaining unit.

4. A transfer or change of position of any kind, including, but not limited to any transfer to a non-primary area of Certification/Licensure, shall require the consideration of an additional two (2) years of evaluation data before any determination that the teacher is non-comparable to the rest of the bargaining unit can be made.
5. Any change in evaluators for a given bargaining unit member shall require the consideration of an additional two (2) years of evaluation data before any determination that the teacher is non-comparable with the rest of the bargaining unit can be made.
6. Newly hired teachers with less than three (3) years of student growth data shall be deemed comparable with the rest of the bargaining unit until and unless the teacher fits the criteria in Paragraph c. of this section.

F. Displacement Rights

1. Each teacher involved in a staff reduction may displace a less senior teacher holding a position for which the RIFed teacher is licensed/certified to teach. Among employees with comparable evaluations, seniority shall be the determining factor implementing the displacement rights such employees shall have. The seniority provisions as described in the negotiated agreement will apply.
2. A bargaining unit member who holds more than one (1) certificate, and whose position is affected by RIF, may displace the least senior employee in an area for which both are certificated provided that the displaced employee has less seniority. An employee exercising this option must respond, in writing, within five (5) workdays from notification as specified in Article IX, B.3.
3. Any teacher described by Section 1 of the June 30, 2011 Memorandum of Understanding found at the end of this Agreement shall be placed on a recall list without the need to suspend their teaching contract. The placement on the recall list shall occur upon notice to the teacher by the Superintendent that there is no vacant position for which they are licensed/certified, and that the teacher is being placed on the recall list.

G. Recall

1. Names of teachers whose contracts are suspended due to a reduction in force shall be placed on a reduction in force (RIF) list based on seniority and certification.

2. If an opening occurs, the Board shall send a certified letter to all teachers certified for the position to their last known address to advise them of such position. It is the teacher's responsibility to keep the Board informed of his/her whereabouts. The teacher shall notify within five (5) days from the date the letter is received to indicate his/her availability for such position.
3. Members with continuing contracts shall be recalled in preference to members with limited contracts, regardless of seniority. Teachers whose continuing contracts are suspended shall have the right of restoration to continuing service status by the board if and when teaching positions become vacant or are created for which any of such teachers are or become qualified. Seniority shall not form the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations.
4. Teachers whose limited contracts are suspended shall have the right to restoration by the board if and when teaching positions become vacant or are created for which any such teachers are or become qualified. Seniority shall not form the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations.
5. Recalled teachers shall be restored by the Board at the same seniority, salary and fringe benefits as he/she would have received if a reduction had not taken place; provided, however, such teacher shall not be granted service credit for salary purposes for such time such teacher's contract was suspended.
6. When a limited contract teacher's contract is suspended because of reduction in force, the teacher's name will remain on the RIF list for a period of twenty-four (24) months. The twenty-four (24) months shall be from September 1 to September 1. The names of teachers who possess a continuing contract will remain on the RIF list indefinitely. The list must be available to the Association at all times.
7. During the applicable period of recall as specified in G.6. above, if a bargaining unit member voluntarily resigns, retires under an Ohio State Retirement System, refuses recall, or fails to respond to notification of recall by the Board, he/she shall forfeit all rights to recall provided under the Agreement.
8. Refusal of recall by a bargaining unit member shall not be cause for forfeiture of recall rights when such refusal is due to verifiable medical reasons, or is due to the fact that the position of recall does not pay what the position previously held by the employee would have.
9. No new teachers may be hired by the school system for any position as long as there is a teacher certificated for the position on the RIF list.

H. Employee Rights on Recall

1. The employer shall recognize additional certification that is earned and reported while an employee is on layoff status.
2. An employee who is awaiting recall will receive priority for long-term substitute assignments.
3. Refusal of substitute work by an employee who is awaiting recall will not affect his/her recall rights.

I. General Provisions

1. Reasons for all suspension of contracts as a result of a reduction in force shall not be arbitrary, capricious or discriminatory, and shall require just cause.
2. To the extent that a bargaining unit member's evaluations are utilized to make a determination regarding suspension of his/her contract, both the procedure and the content of the evaluations shall be subject to the grievance procedure. The district, in making such determination, must show just cause for said determination, which reasons shall be limited to the reasons identified on the Notice of RIF as found in RIF Notice Timelines, (B.) above.
3. The procedure and substantive reasons for the reduction in force shall be subject to the grievance procedure.
4. Failure on the part of the District to correctly follow the Evaluation Procedures as found in the negotiated agreement shall preclude the District from suspending the contract of any bargaining unit member so incorrectly evaluated. should a grievance be filed on behalf of the affected employee, the matter shall be subject to expedited arbitration. If the evaluation procedures are subjected to such a challenge, the reduction in force shall be precluded until resolution is reached. If the grievance is sustained, the member shall be reinstated with full back pay.
5. No reduction in force shall be accomplished through the nonrenewal or termination of the contract of any bargaining unit member.

ARTICLE X — RESIGNATION

- A. A teacher may terminate his/her contract with the Board by resignation at the close of any school year prior to July 11 or at any time by mutual consent of the teacher and the Board.

- B. Requests for release from contract after July 10 of any given year will not be honored by the Board unless a satisfactory replacement can be secured prior to the release from the contract.

ARTICLE XI — SCHOOL YEAR AND CALENDAR

- A. The school calendar shall consist of one hundred eighty (180) days for students in class. Two (2) of the one hundred eighty (180) days shall be used for parent-teacher conferences. The parent-teacher conference may consist of two (2) full days. The total number of days in the calendar shall be one hundred eighty-three (183).

While maintaining the same calendar length, school days will be converted from days to hours pursuant to ORC 3313.48. The Board will not unilaterally increase the hours in the school day. Excess hours over the state minimum missed due to a calamity day will not need to be made up. There will be no decrease in hours for hourly classified employees as a result of this change. The Board will not manipulate the workday to increase teacher-student contact time.

- B. A representative of the Association shall serve on a joint committee to develop a school calendar. The committee recommendation shall be presented to the Board for consideration. If the Board rejects the recommendation, it will be sent back to the committee with recommendations. The committee shall meet, consider the Board's recommendation(s) and submit a new recommendation which shall be presented to the Board for consideration. This process shall repeat until the calendar is approved by the Board. The joint committee will be composed of an equal number of representatives (appointed by their respective groups) from the following groups: SLTA, OAPSE, and the Administration. Within a thirty (30) day period of time following approval by the Board, a copy of the calendar will be furnished to each bargaining unit member.

- C. Parent-Teacher Conferences

Parent-teacher conference days may be scheduled on one (1) evening at the close of the regular school day and shall run continuously for six (6) hours, except that all teachers will be allowed a forty-five (45) minute break for dinner.

or

Parent-teacher conferences may be scheduled over two (2) evenings at the close of the regular school day and shall each day run continuously for two (2) hours and forty (40) minutes. The compensatory day will be determined by the calendar committee and will be a non-work day for all teachers.

- D. In-Service time shall be eighteen (18) hours per year. Six (6) hours shall be scheduled for the first day for teachers; six (6) hours shall be scheduled for the last day for teachers. A maximum of six (6) hours of in-service shall be obtained and credited during the school year. Bargaining unit members who, with approval of the principal or the Superintendent, attend an activity appearing on a list pre-approved by the Superintendent. Camp Fitch during the school year shall receive three (3) hours of in-service credit. The building principal or the Superintendent may pre-approve additional in-service hours, upon a teacher's request, for exchange of the last day's required hours. Alterations for the in-service time may be approved by the Superintendent and the Association President.

ARTICLE XII — SCHOOL DAY

- A. The work day for members of the bargaining unit shall be as follows:
- 7-12 - Six (6) hours and fifty (50) minutes inclusive of lunch and planning period.
 - K-6 - Six (6) hours and forty-five (45) minutes inclusive of lunch and planning periods.
- B. The Board may establish time before the start of school and after the end of school for student arrival and dismissal. Such time must be within the six (6) hour and fifty (50) minute day for 7-12 and six (6) hour and forty-five (45) minute day for K-6.
- C. A bargaining unit member's workday will be continuous from the time they are required to report to work. If it appears that the scheduling of educational specialists will exceed the continuous workday, the Administration will meet with the specialists involved and jointly arrive at a mutual agreement.
- D. Stipends for teachers who are assigned duties before and after school will receive nine hundred dollars (\$900.00) before school and nine hundred dollars (\$900.00) after school.

ARTICLE XIII — PLANNING TIME

- A. Each teacher will have no less than two hundred (200) minutes planning time per five (5) day week, or the equivalent in weeks having fewer days.
- B. Planning time shall be during the school day while students are present.
- C. The Board retains the right to schedule planning time in accordance with the provisions established herein.

- D. Those teachers who would normally have a planning period during a two (2)-hour delay shall not have a planning period that day, unless it is part of a shortened period schedule.

ARTICLE XIV — CONFERENCE AND/OR PLANNING PERIOD PAY

- A. When a teacher is absent from his/her assigned duties, the administration shall make every effort to secure an approved substitute teacher to carry on these duties of the regular absent teacher. If an approved substitute is not available, a teacher is not required to substitute during his/her conference and/or planning period or assume any duties of an absent member of the bargaining unit while he/she has a teaching assignment. Upon request of the building principal, teachers who have a study hall for that particular class period shall be required to assume the duties of no more than one (1) absent bargaining unit member.
- B. The Board shall pay each member of the bargaining unit Twenty-five Dollars (\$25.00) for voluntary substitution per period.

ARTICLE XV — ELEMENTARY ART, MUSIC, AND PHYSICAL EDUCATION

- A. The Board of Education shall employ sufficient qualified personnel so that each elementary student shall have at least one (1) class period per week of music, art and physical education under the instruction of these specialists.
- B. The regular classroom teacher shall be given planning time, free from other assigned activities, while his/her class is under the supervision of the specialist.

ARTICLE XVI — BUILDING MEETINGS

Building meetings shall take place no earlier than forty-five (45) minutes before or no later than ten (10) minutes after school hours. Attendance at building meetings is mandatory unless on an approved leave or permission not to attend has been granted prior to the meeting. Meeting time preference shall be determined by majority vote of the teachers in the building during the first building meeting of the school year. Building meetings shall not occur more than once per month, and shall not last longer than forty-five (45) minutes. Such meetings, except for emergency meetings, shall provide twenty-four (24) hours' notice to all employees affected. The Association shall have the right to address employees at the conclusion of a building meeting.

ARTICLE XVII — NOTICE FOR SCHOOL AND TIME FOR REPORTING ON DELAYED OPENINGS

- A. A decision by the Superintendent of Schools to close the entire system or a particular building by reason of a health hazard, extreme weather, utility shortage, mechanical failures or for other proper and lawful reasons shall be communicated promptly to the local news media for priority dissemination to students and staff members. Staff members shall not be required to report for duty when the system or a particular building is closed as stated above.

- B. The decision of the Superintendent to delay the commencement of the school day for either the entire system or a particular building due to any of the aforementioned reasons likewise shall be communicated promptly to the local news media for priority dissemination to students and staff.
- C. Teachers affected by the notice of a delayed starting time will report to their buildings twenty (20) minutes prior to the delayed opening of school.

ARTICLE XVIII — ASSIGNMENTS, VACANCIES AND TRANSFERS

A. Assignments

- 1. A written notice of the grade level or subject area assignment will be authorized by the Superintendent and will be given to the professional staff members prior to July 24.
- 2. Any changes in assignment necessary following subject notification shall be worked out mutually with the professional staff member.

B. Vacancies

- 1. The Superintendent shall prepare a list of all vacancies as soon as they become known. A copy of this list shall be sent to each school and posted on the professional staff member's bulletin board and posted on school email for five (5) working days. If a vacancy occurs after the last teacher day in the school year and prior to the first teacher day in the following school year, jobs will be posted to each bargaining unit members school email. The list shall include the following information:
 - a. Position(s) available.
 - b. Qualifications for the job.
 - c. Deadline for application.
 - d. Effective starting date.
 - e. Any additional pertinent information.
- 2. Applications will be accepted from all current employees before applications will be accepted from persons not employed in the District.
- 3. Only applications from current employees who have been in the bargaining unit for at least two (2) years are required to be considered by the Superintendent and a new application is necessary for each position posted. However, the Superintendent is permitted to consider applicants who have been in the bargaining unit for less than two (2) years, at his/her discretion. The most senior employee requesting the transfer, who meets

the stated position certification, license, and /or entry level qualifications, shall be transferred to the position. No vacancy shall be filled through any other means if an employee meeting the stated qualification has made a voluntary transfer request. In addition, a teacher must serve in a position until the completion of the school year for which he/she changed positions.

4. Application must be submitted to the central office by 4:00 PM within five (5) working days of the original posting date, if the vacancy occurs during the school year of after July 10th. If the vacancy occurs after the last teacher day of the school year and prior to July 10th, the application must be submitted to the central office by 4:00 p.m. within ten (10) working days of the original posting date.
5. A copy of the written application initialed by the Administration, shall serve as written confirmation of the application.
6. If the Superintendent is not in receipt of any application within the specific time or in the event none of the applicants are considered qualified, he/she may then accept applications from outside the school system.
7. When a request to fill a vacancy is not approved, the Superintendent shall notify the professional staff member in writing, stating the reasons why the request was not approved. Notice shall be given to the professional staff member not later than fifteen (15) days after the decision to fill the position was made.

C. Involuntary Transfer/Reassignment

1. A conference shall be held between the professional staff member and the building principal explaining the reasons a transfer of the individual is being considered. The professional staff member shall be given a written statement of these reasons at this time.
2. Professional staff members being transferred as a result of principal initiated requests or administrative initiated requests shall be informed by July 24 and if suitable openings exist, the professional staff members shall be reassigned by the opening of school.
3. Professional staff members subject to involuntary transfer shall be offered a choice of available assignments for which they may qualify at the time any transfer is being considered.
4. An involuntary transfer shall only be for good and just cause, namely to meet the educational needs of the District.
5. No employee shall be involuntarily transferred in an arbitrary or capricious manner or for disciplinary reasons.

D. Miscellaneous

1. No transfer shall be implemented during a period of Reduction in Force that will negatively cause the layoff of a more senior employee.
2. No transfer shall be implemented during a period of Reduction in Force that will negatively impact the recall of an employee on layoff.

E. Supplemental Position Assignments

Supplemental duties shall be defined as those duties which are performed during time in excess of the work day, work week, work year, or in addition to the employee's regular duties. Employees performing supplemental duties shall be issued written, individual, limited contracts that include:

- duration of supplemental contract
 - title of supplement position
 - amount of supplemental compensation or hourly rate by payment method
 - supplemental job description
1. An employee may not hold supplemental positions if the schedules for the supplemental positions directly conflict, or would not permit the employee to perform his/her duties in supplemental positions adequately unless approved by the Superintendent.
 2. An employee who is also employed under a supplemental contract as the Athletic Director may not also hold a supplemental position on the Supplemental Salary Schedule unless approved by the Superintendent.
 3. Vacancies of supplemental contract positions shall be posted annually. All qualifications for the supplemental position shall appear on the posting notice. Bargaining unit members who meet stated qualifications on the job listing shall be granted the position according to seniority. Posting and filling of supplemental positions shall be in accordance with Section b of this Article.

The Superintendent shall provide to the bargaining unit member written notice of its intent to non-renew the employee's supplemental contract five (5) days prior to the Board's action to non-renew the contract. Failure of the Board to provide timely notice of intent to non-renew or to act in a timely manner on the non-renewal on a supplementary contract shall result in the automatic renewal of the contract. No supplemental contract shall be non-renewed without just cause. Non-bargaining unit members holding a supplemental position shall have those positions non-renewed annually and posted.

4. An employee will be paid at the first step of the supplemental salary schedule, if he/she has never held that position before.
5. Step credit will be given to a supplemental position, if an employee has held a supplemental position with identical step percentages (i.e., freshman class to sophomore class).
6. An employee's performance in a supplemental position shall not have an adverse impact on the employee's performance evaluation in his/her regular position.

F. Job Descriptions

Job descriptions will be reviewed every three years by a Job Description Committee consisting of three members of the administration appointed by the superintendent and three members of the Association appointed by the SLTA president. At least one of the Association members will be licensed in the discipline being reviewed.

Any revision to job descriptions must be ratified by both the board and the Association.

ARTICLE XIX — NON-TEACHING DUTIES

Monitoring and supervising study halls, supervising recess(es), supervising the lunchrooms, supervising loading and unloading of school buses, and supervising hallways shall be rotated annually for members of the bargaining unit (contingent upon individual work load and District operational needs) in each building where any or all of the above-mentioned duties are by necessity to be performed by teachers. The Administration shall, during the term of this Agreement, endeavor to alleviate the assigning of non-teaching duties to members of the bargaining unit.

ARTICLE XX — TEACHER EVALUATION

For OTES teachers, the district will utilize the Board's standards-based teacher evaluation system set forth in Appendix G. All matters contained within the System shall be considered grievable under the grievance procedure contained within this contract and in accordance with the provisions of the Article. Any revisions to the Board's standards-based teacher evaluation system must be bargained prior to implementation in accordance with law.

For non-OTES members the following evaluation procedure shall apply:

A. Purposes

1. To improve instruction.
2. To help the teacher to achieve greater effectiveness in teaching.

3. To provide definite written records of a teacher's performance to be used:
 - a. As evidence of a teacher's performance.
 - b. In advancement of position and awarding of continued employment.
 - c. As reference material for recommendation to other systems.
 - d. To serve as written documentation in cases of non-renewal.

B. Open Appraisal

1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
2. Newly hired personnel, during the first month of school, shall be advised by the building principal as to the evaluation procedure.
3. Each member of the bargaining unit shall receive notice of the week the observation shall occur in the week prior to the observation.

C. Fair Consideration of Work Efforts

1. No teacher shall be evaluated on his/her classroom performance except after fair and reasonable observations of his/her classroom work. Each evaluation shall consist of a minimum of two (2) thirty (30) minute observations.
2. All observations shall be followed within five (5) school days by a conference between the principal and the teacher in order for questions arising from the observation to be discussed.
3. The principal shall write a report on all such observations.
4. All evaluations shall be in writing on the forms attached as Appendixes E and F of this Agreement.
5. Teachers shall be given, within five (5) school days, a copy of any class visit report, evaluation report, or recorded observation prepared by their principals.
6. All evaluations shall acknowledge strengths as well as weaknesses.
7. All evaluations shall be signed by the evaluator and by the person evaluated and kept on file. The signature of the person evaluated shall not indicate agreement with the content of the evaluation but only that the evaluation has been inspected by him/her.

8. The person evaluated shall be given the opportunity to rebut the evaluation in writing.

D. Representation

If a teacher is to be disciplined or reprimanded by the Board or its agents, he/she shall have the right to representation in any meeting with the Board or its agents.

E. Correcting Deficiencies

The written observation and/or evaluation shall include specific recommendations regarding any improvements needed in the teacher's performance and the means by which the teacher may obtain assistance in making such improvements.

F. Frequency of Evaluation

1. First, second, and third year teachers should be evaluated a minimum of once per semester. The first evaluation shall be completed no later than January 25 and the second no later than April 1.
2. Teachers with more than three (3) years in the District should be evaluated a minimum of once every (2) school years. The principal may choose not to evaluate a teacher with a continuing contract and with at least twenty (20) years of service in the District.
3. Teachers with more than three (3) years in the District who are due for contract consideration shall be evaluated a minimum of once per semester.
4. Should any teacher request an evaluation, the person to whom the request is made will make such evaluation within ten (10) school days.
5. No observation shall occur in the first or last week of the school year, nor shall observations be made the day preceding or following a Board recognized holiday.

- G. It is the intention of the parties that this procedure supersedes ORC 3319.11 and 3319.111.

- H. The Board and the Association shall establish a committee of four (4) persons each to recommend observation and summative evaluation instruments to be agreed to by the Board and the Association. The four (4) members from the Association shall be appointed by the Association President upon approval of the Association's Executive Committee and the four (4) members from the Board shall be appointed by the Superintendent. The committee shall meet during the 2009-2010 school year and shall make such a recommendation to the parties no later than the end of the 2009-2010 school year. Upon approval by the Board

and the Association, both instruments shall be incorporated into this Master Agreement as Appendices G & H respectively.

ARTICLE XXI — JUST CAUSE

- A. No employee shall be disciplined, reduced in rank or compensation, demoted, non-renewed, terminated or otherwise deprived of any professional advantage without "just cause" and compliance with applicable provisions of this Contract, Discipline shall not be applied in an arbitrary and capricious manner.
- B. Bargaining unit members who violate the written rules, policies and regulations set forth by the Board of Education and the administration may be subject to progressive discipline. The purpose of this progressive discipline is to secure, at the lowest possible level solutions to problems which may arise during the school year affecting employees' classroom performance and/or compliance with district rules, regulations, policies, or directives in an effective and confidential manner.

1. Verbal Warning

Verbal warnings should be discussed in private between the parties involved. Whenever an administrator intends to issue a verbal warning, he/she will inform the employee that the first step of the disciplinary procedure is being initiated. A verbal warning will remain in the employee's personnel file for one (1) calendar year.

2. Written Reprimand

Within three (3) work days of the event, the administrator shall meet with the employee to discuss the reprimand. A written reprimand will remain in the employee's personnel file for two (2) calendar years.

3. Suspension

- a. The Superintendent may suspend an employee without pay for up to three (3) work days.
- b. In the case of suspension without pay the Superintendent will provide a Loudermill letter detailing the reason(s) for the discipline to the employee prior to suspension. After the Loudermill meeting, if the Superintendent determines suspension of three (3) days or less is appropriate, the Superintendent shall provide a written notice including the reason(s) and effective date(s) of suspension.
- c. If requested in writing within three (3) work days of receipt of the notification, the employee will be granted a hearing before the Board in executive session no later than the next regularly scheduled meeting. The employee may be accompanied by a representative and will be given the opportunity to explain why

suspension is not warranted. Within five (5) contract days following the hearing, the Board shall provide a written notice, including the reason(s) and the effective date(s) of the suspension if it decides suspension is warranted.

- d. Fringe benefits shall remain in effect during the time of any suspension.
- e. If any grievance is filed because of a suspension without pay, the grievance may be subject to expedited arbitration by the Association. When circumstances require, nothing herein shall preclude the Superintendent from suspending a Bargaining Unit member with pay.

ARTICLE XXII — INDIVIDUAL CONTRACT SPECIFICATIONS

- A. All teachers employed by the Board shall be issued written contracts in accordance with the Ohio Revised Code.
- B. Each individual teaching contract shall include the following:
 - 1. Name of employee.
 - 2. Name of the school district and Board of Education.
 - 3. Type of contract, limited or continuing. If limited, the number of years the contract is to be in effect.
 - 4. Annual compensation to be paid for the first year of the contract.
 - 5. Basis of determining compensation (i.e., amount of training and years of experience credited to the teacher).
 - 6. Provision for signatures and dates of signature of the teacher and the President and Treasurer of the Board, and the date on which the Board approved the contract.
 - 7. Any provisions called for by the terms of this Agreement.

ARTICLE XXIII — ACADEMIC FREEDOM

- A. The private life of a teacher is not within the appropriate concern or attention of the Board except as it may directly prevent the teacher from properly performing his/her assigned functions during the workday.

- B. Teachers will be entitled to full right of citizenship, and no religious or political activities of any teacher, or the lack thereof, will be grounds for any discipline or discrimination with respect to the employment of such teacher providing said activities are not violative of law.
- C. The Board shall protect teachers from any censorship or restraint that interferes with their obligation to pursue truth in fulfilling their classroom duties, it also expects that controversial issues will be presented in a fair and unbiased manner, and that the maturity and intellectual grasp of students will be taken into account.

ARTICLE XXIV — PERSONAL PROPERTY PROTECTION

The Board shall reimburse employees the cost of replacing or repairing clothing or personal property of the employee while acting in the proper discharge of duties. Reimbursement shall be made for documented losses incurred as a result of vandalism, burglary, assault, or school disturbance as documented in the police report. If the personal property is covered by insurance, the Board will only pay the insurance deductible, provided the employee submits a claim to his/her insurance carrier. If the personal property is not covered by insurance, the Board will only pay a maximum of five hundred dollars (\$500) per incident.

ARTICLE XXV — PROHIBITION AGAINST PUBLIC CRITICISM

Any criticism of an employee by a supervisor, administrator, or other agent of the employer shall be made in confidence and never in the presence of pupils, parents of pupils, other employees, or at public gatherings. All critiques made shall be made confidential.

ARTICLE XXVI — CURRICULUM IMPROVEMENT COUNCIL

The Southern Local Board of Education, the Administration, and the Southern Local Education Association shall support the Curriculum Improvement Council. The committee shall have no official function other than to provide closer communication. The purpose of the Curriculum Improvement Council, hereinafter called the CIC, shall be to provide a liaison between the Superintendent and the staff members for sharing of professional and curricular concerns.

A. Membership in the Curriculum Improvement Council

1. The Southern Local Teachers' Association shall appoint two (2) members from the elementary and one member each of the Southern Local Junior High and Southern Local High School for a total of four.
2. The Superintendent shall appoint four (4) members.
3. The Council shall select a chairperson from the members of the Council.

B. Function of the Council

1. To study, research, and evaluate areas of curriculum and instruction such as course offerings, special services such as guidance services, library services, health services, etc.; courses of study; textbook selection; CBE; Intervention; auxiliary academic programs such as spelling bees, academic competition, homework policies, grading policies, etc.
2. To make recommendations to the District's professional grade level/departmental/special area curriculum-related committees for further in-depth study and/or consideration.
3. To identify and study areas where teachers are having problems in implementing present standards and proposing strategies in implementing new standards.
4. To recommend to the District Inservice Committee priority needs for planning teacher inservice and staff development programs relating to the identified problem areas.

C. Meetings

1. CIC shall hold one meeting per grading period with any additional meetings to be scheduled by CIC when necessary.
2. Meetings shall be open to all certificated staff.
3. Southern Local Board of Education, Southern Local Administrators, and Southern Local certificated staff shall receive copies of all written recommendations made by CIC.

D. In-service Credit

In-service credit shall only be given to members of the Curriculum Improvement Council and to those who have been approved for in-service credit in advance by the Superintendent.

ARTICLE XXVII — MERGER/CONSOLIDATION

The Association shall be notified in advance of merger and/or consolidation plans the Board may explore with other districts. The Association shall be kept informed by the Administration and meet with the Administration if merger and/or consolidation options are pursued.

ARTICLE XXVIII — REQUIRED MEETINGS OR HEARINGS

Whenever any employee is required to meet with any employer representative concerning any matter which could adversely affect the employee's status, the employee shall be given reasonable, prior, written notice of the time and nature of the meeting and shall be entitled to have present an Association representative.

ARTICLE XXIX — ASSOCIATION RIGHTS

The Association shall have the exclusive organizational rights listed in this Article, not excluding or negating other rights detailed elsewhere in the Master Agreement.

A. Information Concerning Board Meetings

Prior to each regular or special Board meeting, the Board shall provide the Association with a copy of: (1) the Board agenda; (2) the approved minutes of the prior regular meeting and of any special meeting within the prior thirty (30) days; and (3) the final budget and appropriations resolution.

B. Notice of Board Meetings

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

C. Board Meeting Participation

The Board shall allow an Association representative a reasonable period of time, not to exceed thirty (30) minutes, to speak during the time reserved for public discussion at regular Board meetings.

D. Directory Information

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

E. Intra-District Mail

The Association shall have access to employee mailboxes and other facilities where mail is received and the use of the Board's intra-district mail services.

F. Use of Bulletin Boards

The Association may use designated space on bulletin boards in school offices and teachers' lounges for Association-related communication and notices.

G. Teacher Orientation

The Board shall allow an Association representative to address new teachers for a reasonable period of time not to exceed twenty (20) minutes during orientation meetings. The address shall be for the exclusive purpose of soliciting membership and explaining services offered by the Association.

H. Use of School Buildings

1. The Association shall have the right to use school buildings for Association meetings.
2. The Association will give the building principal reasonable advance notice of its desire to use a particular building for a meeting so that provisions may be made for appropriate custodial or security service. The Association will schedule its meetings to avoid conflict with school activities or previously scheduled meetings or events. Security and/or custodial costs beyond normal work hours shall be borne by the Association.

I. Use of School Equipment

1. The Association may use school computer equipment and peripheral devices, facsimile machines, telephones, typewriters, copying machines, and audio visual equipment provided that they are not being used or are not required for any school business or activity.
2. The Association shall provide the supplies or reimburse the Board for any supplies and shall promptly pay for all long distance calls attributable to the Association's long distance calls.

J. Transaction of Association Business

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

K. Released Time for Association President

Any Association officer may use his/her daily planning period for Association business as long as the business does not conflict with normal school operations.

L. Payroll Deductions for Association Dues and Political Contributions

1. Dues

A teacher may have dues of the National Education Association, the Ohio Education Association, the Eastern Central Ohio Education Association, and the Southern Local Teachers Association deducted from his/her pay in accordance with the following provisions:

- a. A teacher must authorize the deduction of such dues in writing. Such authorization must be received by the Treasurer on or about October 1. The authorization is continuous annually unless revoked by the teacher giving written notice to the Treasurer between August 15 and October 1 of any year.
- b. The deductions shall be made in twenty (20) equal installments beginning with the first pay in October and ending in July. The Treasurer shall monthly transmit to the Association Treasurer amounts so deducted.
- c. A teacher who leaves the employ of the Board during the year and prior to deduction of annual dues shall have the total amount of dues yet collectible deducted from the final paycheck. The Association shall hold the Board harmless and defend it against any claim by teachers based on such deduction.

2. Political Contributions

- a. The Treasurer of the Board shall deduct from the wages and salaries of teachers such amounts for political organizations and parties and for nonpartisan issues as the teacher by written authorization may demand and shall transmit any amount so deducted as the authorization shall direct.
- b. Any such authorization shall be on a form which is separate from any form used to apply for or authorize membership in or authorize payment of dues or fees to any organization.
- c. The Treasurer shall deduct from the amount to be transmitted a uniform amount determined by the Board to be necessary to defray the actual cost of making such deduction.

ARTICLE XXX — ASSOCIATION FINANCIAL SECURITY

A. Recognition Exclusivity

The School Board recognizes the Association as the exclusive bargaining unit for the members of the bargaining unit described below. Exclusive recognition means that the Board will not deal with any other organization, or any individual, in a manner or for a purpose inconsistent with the terms of this Agreement. Individual contracts of employment with members of this bargaining unit shall in all respects be consistent with this Agreement, which shall be deemed incorporated by reference in such individual contracts.

B. Association Financial Security

1. Within sixty (60) days after employment by the Board and as a condition of employment, all members of the bargaining unit shall either be members of the Association or share in the financial support of the Association by paying to the Association an agency fee equivalent to, but not to exceed, the amount of dues uniformly required of members of the Association subject to a rebate right granted to nonmembers in accordance with current law.
2. The Association's procedures regarding the collection of agency fees shall be in accordance with all applicable State and Federal laws and the Constitution of the United States and the State of Ohio.
3. The deduction of an agency fee by the Board from the payroll check of the employee and its payment to the Association is automatic and does not require written authorization of the employee. The deduction shall commence January 15 and continue through the second (2nd) pay in June.
4. The Association agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
 - a. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a nonmember for which indemnification may be claimed.
 - b. The Association reserves the right to designate counsel to represent and defend the Board on matters pertaining to indemnification. The Board agrees to give full and complete cooperation and assistance to the Association-designated counsel on matters pertaining to indemnification.
 - c. The Board shall have the right to retain additional counsel of its choice to assist the Association's counsel, provided that:

- (1) The Board will pay the cost of such additional counsel, but without any claim for indemnification for the cost of such additional counsel.
 - (2) The Board-retained counsel is instructed by the Board to consult with the Association-designated counsel on all issues arising during the legal proceedings for which indemnification is sought; and
 - (3) All decisions of the Association-designated counsel after consultation with the Board-retained counsel shall be dispositive of the issue except that in a settlement or proposed settlement both the Association-designated counsel and the Board-retained counsel shall concur on terms and conditions of settlement.
- d. The Board agrees to:
- (1) Give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding;
 - (2) Permit the Association or its affiliates to intervene as a party if it so desires; and/or
 - (3) To not oppose the Association or its affiliates application to file brief amicus curiae in the action.
- e. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

ARTICLE XXXI — MAINTENANCE OF STANDARDS

- A. For the duration of this contract, the Southern Local Board of Education shall maintain all terms, conditions, and benefits of employment not less than the level in effect as of the effective date of this contract. Provided, however, during the time the Southern Local School District is under the jurisdiction of the State Department of Education, a reduction of any terms, conditions and benefits of employment are directed by the State Department, such directive will supersede the above paragraph.
- B. The Board will meet immediately with the Association to outline the directive and the manner in which it will be instituted.

ARTICLE XXXII — SEVERABILITY

- A. This contract supersedes and prevails over all conflicting statutes of the State of Ohio except as specifically set forth in Section 4117.10(A) of the Ohio Revised Code.
- B. If any provision and/or application of this Agreement is held to be unlawful by a court of law having proper jurisdiction, or by a legislative act, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law; but all of the provisions or applications otherwise not affected will continue in full force and effect. The parties shall meet within ten (10) days after a final determination to negotiate the unlawful provision and bring it into compliance with the law. If the parties fail to reach agreement over the affected provision, the parties shall utilize the dispute resolution procedures specified in Article I (C) - Negotiations Procedure.

ARTICLE XXXIII — EFFECTS OF AGREEMENT

- A. This Agreement represents the full understanding and commitment between the parties and replaces all previous agreements relative to items contained herein. This Agreement may be added to, deleted from, or otherwise changed by an Agreement properly signed by each party.
- B. The Southern Local Board of Education shall change its personnel policies and practices as may be necessary in order to give full force and effect to this Agreement. Should there be a conflict between this Agreement and any such policy or practice(s) then the terms of this Agreement shall prevail.
- C. The parties acknowledge that during the negotiations which resulted in this Negotiated Agreement, each had the opportunity to make proposals and that the understandings and agreements arrived at by the parties after the exercise of that opportunity are set forth in this Negotiated Agreement.

ARTICLE XXXIV — PROFESSIONAL DRESS AND APPEARANCE

Southern Local Dress Code

As professionals in our schools, we realize and value the public's perception of our roles as mentors and models for students. Therefore, the following dress code will apply to all teachers, counselors and administrators throughout the school district. It is to be applied for all the days students are present, and for parent-teacher conferences.

Acceptable Attire:

- Clothes that maintain a professional and appropriate appearance
- Clothes that are neat, clean, and in good repair.

Rules of Staff dress code

- No Denim jeans**
- No spaghetti straps, or sleeveless garments less than 2 inches, unless covered by a jacket or a top
- No graphic T-shirts (except SL t-shirts)
- No hats
- No showing of skin between shirts and pant/skirts

****Jeans allowed for the following:**

- Job related (PE, Nurse) and /or outside projects/class activities for AG, PE, Art, Science.
- Field trips as appropriate
- Casual Fridays, Sprit days, or at principal/supervisor's discretion

Types of Clothing Not Permitted – Clothing that the employee would normally wear to the beach, to workout, to do yard work, or similar activities will never be appropriate for work and the professional setting. This includes, but is not limited to yoga pants, gym shorts, jeans that are skin tight, ripped or ragged.

ARTICLE XXXV — ELEMENTARY STAFF RATIOS

- A. The Association and Board agree that class size will generally be determined by the following ratios:
- Grades K-2: Twenty-seven (27) students to one (1) teacher
- Grades 3-6: Thirty (30) students to one (1) teacher
- B. The Association and Board agree that they will meet during each school year in October, January, and April to review any changes in enrollment and to discuss any concerns relating to the staff/student ratios.

ARTICLE XXXVI — LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

- A. The Local Professional Development Committee for the Southern Local School District will be composed of the following:
 - 1. Two (2) administrators
 - 2. Three (3) teachers from the bargaining unit
 - a. One (1) teacher from each level; Primary, Intermediate, and Junior/Senior High School.
- B. The length of the terms for bargaining unit members on the committee shall be as follows:
 - 1. Primary level — First term two years; each term thereafter two years.
 - 2. Intermediate level — First term one year; each term thereafter two years.
 - 3. Junior/Senior High level — First term two years; each term thereafter two years.
- C. Administrative members of the LPDC shall be appointed by the Superintendent of Schools for the Southern Local School District.
- D. As specified by S.B. 230, teacher members and replacements shall be designated by the exclusive representative of the bargaining unit.
- E. Meeting dates, times and location shall be established by agreement of the majority of the Southern Local LPDC. However, meetings shall not be held during the school day. The chairperson can call for a meeting of the LPDC at any time deemed necessary.
- F. The initial meeting of each school year shall be called in August by the standing Chairperson. At this meeting the LPDC will elect its regular officers and any other officers deemed necessary. Regular officers shall include a chairperson, serving a two-year term, and a recording secretary, serving a one-year term.
- G. The Chairperson of the LPDC shall be paid a stipend of One Thousand Dollars (\$1,000.00) per year and each member of the LPDC shall be paid a stipend of Eight Hundred Twenty-Five Dollars (\$825.00). These stipends shall be disbursed twice yearly in a separate check payable in the first pay in December and in the first pay in June.
- H. The Southern Local LPDC shall be, by statute, the official licensure body for the Southern Local School District.

- I. Members serving on the committee may resign before the expiration of their term, and in such case their stipend shall be prorated according to the months served on the committee for that school year in which they resigned.

ARTICLE XXXVII — ENTRY YEAR PROGRAM

A. Introduction

The Resident Educator Program for beginning teachers licensed after January 1, 2011 is for the purpose of providing educators with coaching, mentoring and guidance that are critical to improving their skills and knowledge and student achievement. The Resident Educator Program will be a Program administered and funded by the Board. This program shall be separate from and shall not replace the employee evaluation system.

B. Definitions

1. Resident Educator Program

The four (4)-year program is designed to provide newly licensed Ohio educators quality mentoring and guidance. Successful completion of the residency program is required to advance to a five-year professional educator license.

2. Resident Educator Program Coordinator (REPC)

Eligibility criteria for selection as REPC shall be the same as the Resident Educator Mentor provided the REPC shall be required to have at least five (5) years of teaching experience in the southern Local School District and to have completed all other training required of Mentors prior to consideration as the REPC.

All procedures within the Master Contract pertaining to the posting and filling of vacancies shall be followed for the selection of the Resident Educator Program Coordinator.

- a. The REPC will be granted a one (1)-year supplemental contract and will be paid one thousand five hundred dollars (\$1,500.00) per school year.
- b. The REPC will not be assigned a duty and the Administration will provide the REPC with one (1) period a day to enhance his/her ability to perform the necessary functions of that position.
- c. Other released time will be made available to the REPC as mutually determined by the Superintendent/designee and the REPC.

3. Resident Educator Mentor

A resident Educator Mentor is a teacher trained and assigned to provide professional support to a Resident Educator following the guidelines and protocols of the Resident Educator Program.

- a. In addition to the mutually agreed upon released time, each Resident Educator Mentor shall receive a supplemental contract and receive a stipend of five hundred dollars (\$500.00) to a Resident Educator. In addition, the Board will pay all training fees required for Resident Educator Mentors to receive the mandatory ODE Mentor Training.
- b. Resident Educator Mentors may be assigned one (1) or more Resident Educator as determined by the needs of the Program. A stipend of two hundred fifty dollars (\$250.00) will be given for each additional Resident Educator assigned to a Resident Educator Mentor.

4. Resident Educator

A Resident Educator is a teacher employed under a resident educator license.

5. Formative Assessment

Formative Assessment is diagnostic and designed to yield information that will help teachers identify specific area for skill enhancement. Formative assessment consists of collaboration among professionals to provide adequate feedback and assistance to support the growth of individual professional development.

C. Resident Educator Mentors

1. Qualifications

- a. The Resident Educator Mentor must have five (5) years of teaching experience, of which three (3) years have been in the District as a classroom teacher and preferable at least (2) years in the level or subject area assigned (i.e. elementary, middle school, special education, etc.)

- b. The Resident Educator Mentor must be trained to act as a mentor through the current Ohio Department of Education Resident Educator program, or agree to be trained in the year of assignment as a Resident Educator Mentor. Resident Educator Mentors shall be provided release time to attend said training. Should the training occur during the summer, the Resident Educator mentor will be compensated at their per diem rate.
- c. The Resident Educator Mentor must hold a five (5)-year professional license or two (2)-year provisional license that has been renewed two (2) or more times (permanent certificate holders are included) and may be assigned to Resident Educator with the same area of certification/license.
- d. The Resident Educator Mentor must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of and proven experience in implementing a variety of classroom management and instructional techniques.

D. Selection of the REPC and Resident Educator Mentor

- 1. All procedures within the Master Contract pertaining to the posting and filling of vacancies shall be followed for the selection of Resident Educator Mentors.
- 2. Selection for these positions shall be made by the Superintendent Utilizing the ODE Guidelines for the selection of Mentors.
- 3. Should no Mentor be available in the area of certification/licensure of a Resident Educator, the Superintendent may assign a mentor from within the grade level or subject area most closely related to that of the Resident Educator.

E. Responsibilities

- 1. The Resident Educator Mentor shall carry out the Resident Educator program in conjunction with the Resident Educator rules, regulations and guidelines as developed by ODE.
- 2. The Resident Educator Mentor will use the Resident Educator Program and formative Assessment tools and protocols to support the Resident Educator.
- 3. The Resident Educator Mentor will be provided release time to observe Resident Educator as least three (3) times per year.

4. The Resident Educator Mentor shall be given no less than one (1) class period every three (3) weeks to meet and consult with their assigned Resident Educator.

F. General

1. Other than a notation to the effect that a teacher served as a Resident Educator Mentor, the teacher's activities as a Resident Educator Mentor shall not be a part of the staff member's evaluation. Serving as a Resident Educator Mentor may be incorporated into the Mentor's Individual Professional Development Plan and approved by the Local Professional Development Committee as an activity that counts toward licensure renewal.
2. No Resident Educator shall be required to remain in a resident educator program after advancing to a professional educator license.
3. Neither the REPC nor any Resident Educator Mentor shall participate in the District's evaluation of any Resident Educator. No information obtained in the mentor/Resident Educator relationship shall serve as the basis for any summative formal evaluation of the Resident Educator's performance.
4. Neither the REPC, nor any Mentor Teacher, shall be requested or directed to make any recommendation regarding the continued employment of the Resident Educator.
5. Neither the REPC, nor any Mentor Teacher, shall be requested or directed to divulge information from the written documentation, or confidential Mentor/Resident Educator, or REPC/Resident Educator discussions.
6. At any time, if either the building Principal or REPC determines that the Resident Educator-Mentor situations not resolved satisfactorily, the issue will be submitted to the Superintendent/designee and the SLTA President and they shall have the authority to end the Mentor appointment. The Mentor and the Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to any decisions made pursuant to this paragraph and no prejudice or evaluation is to be reflected by any such decision. Any Resident Educator Mentor whose position is ended and/or any mentor beginning an assignment after the start of the year, will be paid in proportion to time served in the role.
7. The REPC and all Resident Educator Mentor and Resident Educators shall keep confidential all discussions, actions, materials, and other information to the extent permitted by law.

8. Resident Educator Mentors shall communicate directly with the Resident Educators and shall not discuss/report the performance and progress of the Resident Educator with any administrator, assessor, or the teacher, with the exception of the REPC
9. Resident educators will be provided release time to observe other teachers at least two (2) times per school year.
10. The Resident Educator Mentor shall be held harmless in the event the District does not comply with the Resident Educator Program
11. The Resident Educator Mentor shall be held harmless in the event the Board non-renews the Resident Educator.
12. The Resident Educator Mentor shall be held harmless in the event that the District does not comply with the Resident Educator Program.

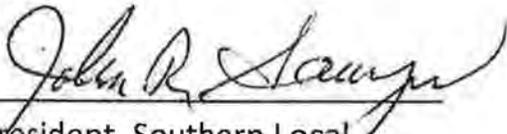
ARTICLE XXXVIII — DURATION OF AGREEMENT

- A. The Agreement shall remain in effect from September 1, 2014, until midnight, August 31, 2017.
- B. In the event that the Board and the Association fail to secure a successor agreement prior to the expiration date of this Agreement the parties may mutually agree in writing to extend this Agreement for any period of time.

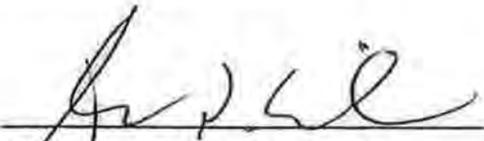
ARTICLE XXXIX - SIGNATURES

IN WITNESS WHEREOF, the parties hereto have set their hands this 2nd
day of June, 2014, at Salineville, Ohio.

FOR THE BOARD:



President, Southern Local
Board of Education

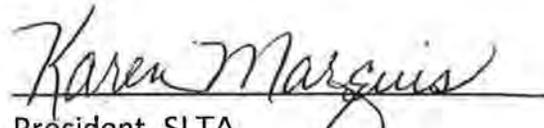


Superintendent of Schools

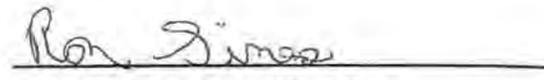


Treasurer

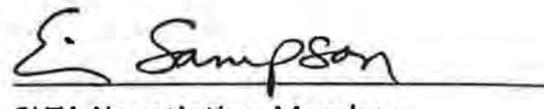
FOR THE ASSOCIATION:



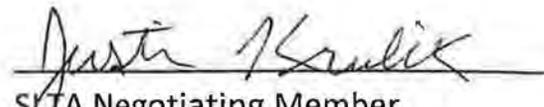
President, SLTA



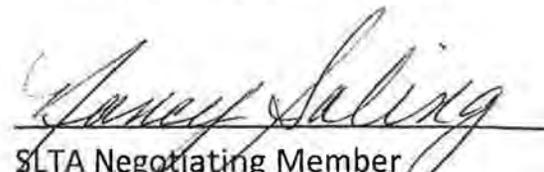
SLTA Negotiating Member



SLTA Negotiating Member



SLTA Negotiating Member



SLTA Negotiating Member

SOUTHERN LOCAL SCHOOL DISTRICT
TEACHERS GRIEVANCE REPORT FORM

GRIEVANCE # _____

Name of Grievant _____ Date Filed: _____

Building: _____ Assignment: _____

STATEMENT OF THE GRIEVANCE: _____

APPLICABLE PROVISIONS OF THE CONTRACT: _____

RELIEF SOUGHT: _____

SIGNATURE OF GRIEVANT _____

Date Received _____ Signature _____

Appendix B

SOUTHERN LOCAL TEACHERS' SALARY SCHEDULE

EFFECTIVE SEPTEMBER 1, 2014 – August 31, 2015

BASE SALARY \$26,401

STEP	BA	BA +5	MA	MA+15
0	26,401	27,721	30,361	31,945
1	27,721	29,041	31,945	33,529
2	29,041	30,361	33,529	35,113
3	30,361	31,681	35,113	36,697
4	31,681	33,001	36,697	38,281
5	33,001	34,321	38,281	39,866
6	34,321	35,641	39,866	41,450
7	35,641	36,961	41,450	43,034
8	36,961	38,281	43,034	44,618
9	38,281	39,602	44,618	46,202
10	39,602	40,922	46,202	47,786
11	40,922	42,242	47,786	49,370
12	42,242	43,562	49,370	50,954
13	43,562	44,882	50,954	52,538
20	44,618	45,938	52,010	53,594

SOUTHERN LOCAL TEACHERS' SALARY SCHEDULE

EFFECTIVE SEPTEMBER 1, 2015 – August 31, 2016

BASE SALARY \$27,193

STEP	BA	BA +5	MA	MA+15
0	27,193	28,553	31,272	32,904
1	28,553	29,912	32,904	34,535
2	29,912	31,272	34,535	36,167
3	31,272	32,632	36,167	37,798
4	32,632	33,991	37,798	39,430
5	33,991	35,351	39,430	41,061
6	35,351	36,711	41,061	42,693
7	36,711	38,070	42,693	44,325
8	38,070	39,430	44,325	45,956
9	39,430	40,790	45,956	47,588
10	40,790	42,149	47,588	49,219
11	42,149	43,509	49,219	50,851
12	43,509	44,868	50,851	52,482
13	44,868	46,228	52,482	54,114
20	45,956	47,316	53,570	55,202

SOUTHERN LOCAL TEACHERS' SALARY SCHEDULE

EFFECTIVE SEPTEMBER 1, 2016 – August 31, 2017

BASE SALARY \$28,009

STEP	BA	BA +5	MA	MA+15
0	28,009	29,409	32,210	33,891
1	29,409	30,810	33,891	35,571
2	30,810	32,210	35,571	37,252
3	32,210	33,611	37,252	38,933
4	33,611	35,011	38,933	40,613
5	35,011	36,412	40,613	42,294
6	36,412	37,812	42,294	43,974
7	37,812	39,213	43,974	45,655
8	39,213	40,613	45,655	47,335
9	40,613	42,014	47,335	49,016
10	42,014	43,414	49,016	50,696
11	43,414	44,814	50,696	52,377
12	44,814	46,215	52,377	54,057
13	46,215	47,615	54,057	55,738
20	47,335	48,736	55,178	56,858

SOUTHERN LOCAL TEACHERS' SALARY INDEX

STEP	BA	BA +5	MA	MA+15
0	1.000	1.050	1.150	1.210
1	1.050	1.100	1.210	1.270
2	1.100	1.150	1.270	1.330
3	1.150	1.200	1.330	1.390
4	1.200	1.250	1.390	1.450
5	1.250	1.300	1.450	1.510
6	1.300	1.350	1.510	1.570
7	1.350	1.400	1.570	1.630
8	1.400	1.450	1.630	1.690
9	1.450	1.500	1.690	1.750
10	1.500	1.550	1.750	1.810
11	1.550	1.600	1.810	1.870
12	1.600	1.650	1.870	1.930
13	1.650	1.700	1.930	1.990
20	1.690	1.740	1.970	2.030

SUPPLEMENTALS 2014 THRU 2017

1 yr 2yr 3yr 4yr 5yr

Appendix D

ATHLETIC DIRECTOR-SR HIGH	19%	20%	21%	22%	23%
ATHLETIC DIRECTOR-ASSISTANT	13%	14%	15%	15%	15%
BASEBALL (BOYS HEAD)	11%	12%	13%	14%	15%
BASEBALL - ASSISTANT	10%	11%	12%	13%	14%
BASKETBALL (BOYS HEAD)	16%	17%	18%	19%	20%
BASKETBALL (BOYS RESERVE)	10%	11%	12%	13%	14%
BASKETBALL (BOYS FROSH)	8%	9%	10%	10%	10%
BASKETBALL (BOYS JR HIGH)	7%	8%	9%	9%	9%
BASKETBALL (GIRLS HEAD)	16%	17%	18%	19%	20%
BASKETBALL (GIRLS RESERVE)	10%	11%	12%	13%	14%
BASKETBALL (GIRLS JR HIGH)	7%	8%	9%	9%	9%
CHEERLEADER (VARSITY)	11%	12%	13%	14%	15%
CHEERLEADER (JR HIGH)	7%	8%	9%	9%	9%
CROSS COUNTRY (HEAD)	11%	12%	13%	14%	15%
FOOTBALL (HEAD)	16%	17%	18%	19%	20%
FOOTBALL (ASSISTANT)	10%	11%	12%	13%	14%
FOOTBALL (JR HIGH)	7%	8%	9%	9%	9%
GOLF	11%	12%	13%	14%	15%
SOFTBALL (GIRLS HEAD)	11%	12%	13%	14%	15%
SOFTBALL (GIRLS ASSISTANT)	10%	11%	12%	13%	14%
TRACK (BOYS HEAD)	11%	12%	13%	14%	15%
TRACK (BOYS ASSISTANT)	10%	11%	12%	13%	14%
TRACK (GIRLS HEAD)	11%	12%	13%	14%	15%
TRACK (GIRLS ASSISTANT)	10%	11%	12%	13%	14%
TRACK (JR HIGH)	7%	8%	9%	9%	9%
VOLLEYBALL (FROSH)	10%	10%	10%	10%	10%
CONDITIONING	4.5%	4.5%	4.5%	4.5%	4.5%
VOLLEYBALL (GIRLS HEAD)	16%	17%	18%	19%	20%
VOLLEYBALL (GIRLS RESERVE)	10%	11%	12%	13%	14%
VOLLEYBALL (GIRLS JR HIGH)	7%	8%	9%	9%	9%
WRESTLING (HEAD)	16%	17%	18%	19%	20%
WRESTLING (ASSISTANT)	10%	11%	12%	13%	14%
NON-ATHLETIC					
FRESHMAN CLASS SPONSOR	2%	4%	4%	4%	4%
SOPHOMORE CLASS SPONSOR	2%	4%	4%	4%	4%
JUNIOR CLASS SPONSOR	5%	7%	9%	9%	9%
SENIOR CLASS SPONSOR	5%	7%	9%	9%	9%
STUDENT COUNCIL ADVISOR	4%	4%	4%	4%	4%
PLAY ADVISOR	5%	5%	5%	5%	5%
CLUB ADVISOR	4%	4%	4%	4%	4%
SPECIAL EDUCATION	4%	4%	4%	4%	4%
PEP BAND	3%	3%	3%	3%	3%
YEARBOOK ADVISOR (JR/SR HIGH)	10%	10%	10%	10%	10%
SGT INTERVENTION COORDINATOR	4%	4%	4%	4%	4%

on a percentage
of the school

guidelines to apply for pre-approval of a conditioning program.

SOUTHERN LOCAL SCHOOL DISTRICT

TEACHER OBSERVATION FORM

Teacher _____

Grade Level/Subject Area _____ School Building _____

Evaluator _____ Date _____

Appraisal Scale: **S - Satisfactory**

Defined as: Meets district expectations through competent, satisfactory performance

NI - Needs Improvement

Defined as: An area needing improvement

NO - Not Observed

U - Unsatisfactory

Defined as: Does not meet District expectations by demonstrating incompetent, unsatisfactory performance

_____ I. **Preparation and Planning**

Defined as the following when applicable:

- A. The teacher prepares for learning experiences from which weekly plans develop.
- B. The teacher maintains student records in a professional manner.

_____ II. **Pupil-Teacher Relationships**

Defined as the following when applicable:

- A. The teacher is fair and impartial; praise is used generously as can be justified and criticism is constructive; individual problems are dealt with privately; the confidence of students is constantly maintained.
- B. The teacher abstains from revealing confidential information regarding pupils and their families.

_____ III. **Knowledge of the Subject Matter**

Defined as the following when applicable:

- A. The teacher demonstrates a high degree of knowledge, understanding, and skill with respect to the subject matter areas being taught.

_____ IV. **Classroom Management**

Defined as the following when applicable:

- A. The teacher creates a room atmosphere appropriate to the current learning emphasis.
- B. The teacher maintains control; handles own routine discipline problems; is firm and consistent, but friendly; is self-confident in the management of pupils.
- C. The classroom situation indicates purposeful activities resulting from teacher and planning control.

_____ V. **Techniques of Instruction**

Defined as the following when applicable:

- A. The teacher adapts materials and methods to the interests, needs, and abilities of groups and individual pupils. Each pupil is challenged, yet experiences frequent successes.
- B. The teacher demonstrates a sequential development of fundamental skills and stresses competency in skills in direct relation to the adopted course of studies.
- C. The teacher uses varied methods and techniques in teaching.
- D. Class time is efficiently and productively planned and related to the class objective.

Comments:

Commendations:

Teacher's Signature

Date

Evaluator's Signature

Date

The signature of the teacher does not indicate agreement with the evaluation but indicates the teacher has received a copy and has had a post conference with the evaluator.

SOUTHERN LOCAL SCHOOL DISTRICT
TEACHER SUMMATIVE EVALUATION FORM

Teacher _____

Grade Level/Subject Area _____ School Building _____

Evaluator _____ Date _____

Appraisal Scale: **S - Satisfactory**

Defined as: Meets district expectations through competent, satisfactory performance

NI - Needs Improvement

Defined as: An area needing improvement

NO - Not Observed

U - Unsatisfactory

Defined as: Does not meet District expectations by demonstrating incompetent, unsatisfactory performance

_____ I. **Preparation and Planning**

Defined as the following when applicable:

- A. The teacher prepares for learning experiences from which weekly plans develop.
- B. The teacher maintains student records in a professional manner.

_____ II. **Pupil-Teacher Relationships**

Defined as the following when applicable:

- A. The teacher is fair and impartial; praise is used generously as can be justified and criticism is constructive; individual problems are dealt with privately; the confidence of students is constantly maintained.
- B. The teacher abstains from revealing confidential information regarding pupil and their families.

_____ III. **Parent-Teacher Relationships**

Defined as the following when applicable:

- A. The teacher conducts contacts with parents in accordance with school and professional policies.

_____ IV.

Knowledge of the Subject Matter

Defined as the following when applicable:

- A. The teacher demonstrates a high degree of knowledge, understanding, and skill with respect to the subject matter areas being taught.

_____ V.

Classroom Management

Defined as the following when applicable:

- A. The teacher creates a room atmosphere appropriate to the current learning emphasis.
- B. The teacher maintains control; handles own routine discipline problems; is firm and consistent, but friendly; is self-confident in the management of pupils.
- C. The classroom situation indicates purposeful activities resulting from teacher and planning control.

_____ VI.

Techniques of Instruction

Defined as the following when applicable:

- A. The teacher adapts materials and methods to the interests, needs, and abilities of groups and individual pupils. Each pupil is challenged, yet experiences frequent successes.
- B. The teacher demonstrates a sequential development of fundamental skills and stresses competency in skills in direct relation to the adopted course of studies.
- C. The teacher uses varied methods and techniques in teaching.
- D. Class time is efficiently and productively planned and related to the class objective.

Comments:

Teacher's Signature

Date

Evaluator's Signature

Date

The signature of the teacher does not indicate agreement with the evaluation but indicates the teacher has received a copy and has had a post conference with the evaluator.

SOUTHERN LOCAL SCHOOL DISTRICT
Standards-based Teacher Evaluation System

For OTES members the following evaluation procedure shall apply:

Purpose and committees

- A. The purposes of teacher evaluation are:
 - 1. To serve as a tool to advance the professional learning and practice of teachers individually and collectively in a school district.
 - 2. To inform instruction
 - 3. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.
- B. Committees
 - 1. Evaluation Recommendation Committee
 - 2. Student Growth Measure Committee – approve teacher written/department submitted SLOs
 - 3. Teacher Development Committee – develop a list of approved professional development activities, meet with teachers needing remediation and advise them in developing an individual plan, approve growth plans and improvement plans. Plans not accepted will be revised and resubmitted. Teachers serving on this committee will be paid twenty dollars (\$20) per hour. Committee will be comprised of four (4) teachers and (4) four administrators.

Definitions

- A. Ohio Teacher Evaluations System (OTES) – as adopted by the Ohio State Board of Education in 2011 or as otherwise modified by the State Board of Education.
- B. Teacher – for the purpose of this policy, “teacher” means a licensed instructor who spends at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one of the following:
 - 1. A license issued under ORC §3319.22, §3319.26, §3319.222 or §3319.226; or

2. A permanent certificate issued under ORC §3319.222 as it existed prior to September 2003; or
 3. A permanent certificate issued under ORC §3319.222 as it existed prior to September 2006; or
 4. A permit issued under ORC §3319.301.
- C. Credentialed Evaluator – a full-time contracted employee of the Southern Local School District holding at least one (1) certificate/license named under Division (E), (F), (J), or (L) or ORC §3319.22) who is the immediate supervisor. (For special education teachers, the Special Education Supervisor may be considered to be the “immediate supervisor”).
- D. Core Subject Area – means Reading and English Language Arts, Mathematics, Science, Foreign Language, Government, Economics, Fine Arts, History and Geography
- E. Electronic Teacher and Principal Evaluation System (“eTPES”) – is the electronic system used by the District to report evaluation data to ODE.
- F. Evaluation Cycle – is the period of time for the completion of the evaluation procedure. The evaluation cycle is completed when student growth measures resulting from assessments that were administered in the previous school year are combined with the teacher performance ratings resulting from performance assessments that are conducted for the current school year to assign a summative evaluation rating.
- G. Evaluation Factors – refers to the multiple measures that are required by law to be used in the teacher evaluation procedure. The two (2) factors, which are weighted equally are student growth measures at fifty percent (50%) and teacher performance at fifty percent (50%).
- H. Evaluation Framework – means the document created and approved by the Ohio Department of Education (ODE) in accordance with §3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under §3319.112 of the Ohio Revised Code.
- I. Evaluation Instruments – refers to the forms used by the teacher’s evaluator. Those forms developed by the ODE are located in Appendix H to this agreement.
- J. Evaluation Procedure – the procedural requirements set forth in this agreement to provide specificity to the statutory obligation established under §3319.111 and §3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under §3319.112 of the Ohio Revised Code.
- K. Evaluation Rating – means the final summative evaluation that is assigned to a teacher pursuant to terms of this agreement. The evaluation rating is assigned at

the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures where fifty percent (50%) of the evaluation rating is based on student growth measures as provided for in this agreement and fifty percent (50%) of the evaluation rating is based on a teacher performance rating as provided for in this agreement. Each completed evaluation will result in the assignment of one of the following evaluation ratings:

1. Accomplished,
 2. Skilled,
 3. Developing, or
 4. Ineffective.
- L. Student Growth – means a unit of academic growth projected for a student over a specified period of time and which has been established according to a set of procedures defined either by the value-added data system provider employed by the State of Ohio or by the School District for approved vendor assessments or locally developed student learning objectives (SLOs).
- M. Student Learning Objectives (SLOs) – are measureable academic growth targets that are set at the beginning of the course/term for all students or for subgroups of students to be achieved by completion of an established interval based upon baseline data gathered at the beginning of the course.
- N. Shared Attribution Measures – encompasses student growth measures that can be attributed to a group as determined in consultation with the Student Growth Measures Committee.
- O. 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.
- P. 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.
- Q. Remediation Plan – refers to a written plan which shall be collaboratively put into place with the teacher and the Teacher Development Committee, in order to directly address any deficiencies cited in the evidence that is gathered during walkthroughs and formal observations. The Remediation Form in Appendix H___ of this agreement will be utilized for this purpose.
- R. Teacher Performance – is the assessment of a teacher’s performance, resulting in a performance rating. As an evaluation factor, the teacher performance

dimension is based on direct observations of a teacher's practice (including materials and other instructional artifacts) and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may be coded as "1" indicating lowest performance to "4" indicating highest performance.

- S. Teacher-Student Data Linkage (TSDL) – refers to the process of connecting the teacher(s) of record (based upon definition) to a student and/or defined group of students' achievement scores for the purpose of attributing student growth to that teacher.
- T. Teacher of Record – a teacher who:
 - 1. is responsible for assigning the grade to the student, and
 - 2. is required to have the proper credentials to teach the particular subject/grade level for which he/she has been designated "teacher(s) of record", and
 - 3. is responsible for a minimum of fifty percent (50%) of a student's scheduled instructional time within a given subject or course.

Evaluation Recommendation Committee (ERC)

A. Committee Composition

- 1. The committee shall be comprised of four (4) association members appointed by the association president and four (4) members appointed by the board or its designee. In addition each party may appoint up to one (1) ad hoc non-voting member to assist and/or attend committee meetings.
- 2. Committee members shall be representative of elementary, middle school, secondary, and specialty areas (e.g., music, art, special education) and programs (e.g., career tech) within the district.

B. Committee Operation

- 1. The committee shall be chaired jointly by a committee member from the association and a committee member appointed by the board.
- 2. Members of the committee shall receive training in all aspects of OTES, the state adopted evaluation framework, the standards for the teaching profession, teacher of record, shared attribution, and teacher-student data linkage prior to service on the committee. The cost, if any, shall be borne by the board.

3. The committee shall establish by mutual agreement a meeting calendar, tasks for the committee to complete and timelines for the completion of specific tasks.
4. Committee agendas shall be developed jointly by the co-chairpersons of the committee.
5. All decisions of the committee shall be achieved by consensus.
6. At the initial committee meeting, the committee shall develop the ground rules by which the committee shall operate. These ground rules shall be read aloud at the commencement of every meeting and shall be reviewed annually.
7. At each meeting, the committee shall select an individual to act as the official scribe for that meeting.
8. Members of the committee shall receive release time for committee work and training.
9. Minutes of meetings shall be distributed to committee members, association President, and district Superintendent within three (3) days following meetings of the committee.
10. The committee may establish sub-committees to assist with their work.
11. Sub-committees shall be jointly appointed by the Superintendent/designee and the association president/designee.
12. The committee shall be authorized to utilize a consultant(s) (examples include, but are not limited to, educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate. The cost, if any, shall be borne by the board.

C. Compensation

Any committee work performed outside of the contractual work day shall be paid at a rate of twenty dollars (\$20.00) per hour.

D. Secretarial Support

The district shall provide secretarial support and assistance to the committee. Responsibilities shall include note taking, copying, committee notification, communications, distribution of materials, and other duties as needed.

E. Committee Authority

1. The committee shall be responsible for jointly developing, reviewing, and recommending the policy, procedures, and processes, including the evaluation instrument, for teacher evaluation.
2. The committee shall be responsible for recommending whether an employee is considered to be under the OTES evaluation procedure or non-OTES evaluation procedure.
3. The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.
4. The board and the association shall bargain during regular contract negotiations all elements of the teacher evaluation procedure that are not expressly prohibited subjects of bargaining, and these negotiations shall be satisfactorily completed prior to the implementation of the evaluation procedure or prior to any modification or amendment of same. Any agreement that is achieved through said negotiations shall be subject to ratification by both parties.
5. The board shall amend its evaluation policy to conform to the terms of this agreement.
6. If either party wishes to consider any change or revision to the evaluation procedure or process, including the evaluation instrument, during the term of this agreement, it shall discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or process, including the evaluation instrument, during the term of the agreement, then said recommendation shall be subject to ratification by the board and the association.
7. In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to this agreement shall discuss this topic to determine whether adjustments are appropriate during the term of this agreement. The implications of changes made to the Ohio Revised Code regarding evaluation may be bargained without opening the entire negotiated agreement.

Student Growth Measures (SGMs) Committee

The Association and the Board agree to establish a standing joint committee for the sole purpose of assessing, reviewing, and approving the many facets of SGMs for the employees of the Southern Local Schools, as well as overseeing any professional development necessary for the development and writing of SLOs.

A. Committee Composition

1. The committee shall be comprised of six (6) Association members (not more than three [3] per school building) appointed by the Association President, up to three (3) administrators appointed by the Superintendent, and the Superintendent or his/her designee. In addition, each party may appoint up to one (1) ad hoc non-voting member to assist and/or attend committee meetings.
2. The members of the committee shall be representative of the elementary school, the Junior/Senior high school and specialty areas within the district.
3. The terms of Association members on the committee shall be for a period of no less than two (2) years unless a member leaves the district, retires, requests that the Association removes him/her from the committee, is no longer able to serve due to unforeseen circumstances or is removed by action of the Association.
4. At the conclusion of the Association member's term, or removal there from, the Association will appoint a successor.

B. Committee Operation

1. The committee shall be chaired by an administrator, who will develop the agenda.
2. Members of the committee will receive training on the writing of student learning objectives (SLOs), value-added (including, but not limited to, ODE SGM trainings, teacher of record, shared attribution and teacher-student data linkage) prior to beginning their work, and any other training that may become necessary for the committee. (For example: when the district approves a new vendor assessment, all committee members and the bargaining unit will be trained on the new system and SGM application).
3. The committee shall establish, by mutual agreement, a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.
 - a. One task of the committee shall be to determine those conditions that likely would impact SGMs, other than those attributed to teacher performance responsibility, such as a threshold number of authorized teacher absences, the acceptance and mentoring of student teachers, changes in teacher assignments, implementation of the new standards and/or curriculum, etc.

- b. The committee shall perform its responsibilities over the term of this agreement and shall make recommendations to inform future contract negotiations.
- 4. At the initial meeting, the committee shall develop the ground rules by which the committee shall operate, review them at each meeting, and update them thereafter as needed.
- 5. All decisions of the committee shall be evidenced-based and achieved by consensus.
- 6. Members of the committee shall receive release time or compensation at a rate of twenty dollars (\$20.00) per hour for work outside the contractual work day for committee work and training.
- 7. The committee shall be authorized to utilize consultant(s) (examples are, but not limited to educational consultants, software consultants, SGM trainers, etc.) as deemed appropriate. The cost, if any, shall be borne by the board.

C. Secretarial Support

The district shall provide secretarial support and assistance to the committee. Responsibilities shall include data entry, note taking, copying, committee notification, communications, and distribution of materials, preparation of forms/templates, and other duties as needed.

D. Committee Authority

- 1. The SGM committee shall recommend the policies and procedures for the student growth portion of the evaluation procedures to the Association and the Board.
- 2. The SGM committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.
- 3. The SGM committee shall define the five (5) levels that count towards the final summative rating of teacher effectiveness:

90-100	Most Effective	5
80-89	Above Average	4
70-79	Average	3
60-69	Approaching Average	2
59 or less	Least Effective	1

Teacher Development Committee

The parties agree to establish a Teacher Development Committee as follows:

- A. Develops a list of approved professional development activities which are funded by the state-required monies the Board designates for professional development.
- B. Reviews Improvement Plans and jointly-developed Professional Growth Plans to ensure equity.
- C. Comprised of four (4) teachers appointed by the Association President. The members of the committee shall be representative of the elementary school, the Junior/Senior high school and specialty areas within the district and for (2) administrators appointed by the Superintendent.
- D. Will be compensated in the same manner as the ERC Committee for work outside the contractual day.

Standards-Based Teacher Evaluation Process

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

Each teacher evaluation will result in an effectiveness rating of:

- 1. Accomplished,
- 2. Skilled,
- 3. Developing, or
- 4. Ineffective

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

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, based upon current law.

- B. 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:

1. Understanding student learning and development and respecting the diversity of the students they teach;
2. Understanding the content area for which they have instructional responsibility;
3. Understanding and using varied assessments to inform instruction, evaluate and ensure student learning;
4. Planning and delivering effective instruction that advances individual student learning;
5. Creating learning environments that promote high levels of learning and student achievement;
6. Collaborating and communicating with students, parents, other educators, district administrators and the community to support student learning; and
7. Assuming responsibility for professional growth, performance and involvement.

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 Appendix H of this agreement.

A teacher's performance shall be assessed based on the Ohio Educator Standards (or comparable standards) and rubrics for teaching and the criteria set forth in the evaluation instrument in Appendix H of this agreement.

Teacher instructional performance assessments shall be based solely on the evidence provided by the teacher, on the formal observations of the teacher by the teacher's assigned evaluator, and on the walkthroughs that are set forth in this agreement.

All monitoring or observation of the instructional/classroom performance of a teacher shall be conducted openly and with full knowledge of the teacher.

All results and conclusions of performance assessments shall be documented and supported by evidence.

In implementing performance assessments, the District shall conduct all assessments so as to observe the legal and constitutional rights of teachers; and no teacher performance information shall be collected by video, audio or electronic devices without the written permission of the teacher.

C. Orientation of Teachers

Not later than September 15 of each year, or in the case of a new teacher, within thirty (30) days of the first day employed, each teacher shall be notified in writing of the name and position of his or her evaluator.

D. Schedule of Evaluation

All instructors who meet the definition of "teacher" under this agreement shall be evaluated based on at least two (2) formal observations and at least two (2), but no more than six (6) periodic classroom walkthroughs (unless more walkthroughs are requested in writing by the teacher) each school year. Unless mutually agreed upon with his/her evaluator, no teacher shall be evaluated more than once annually.

A teacher who receives a rating of "Accomplished" on his/her most recent evaluation shall be evaluated every three (3) school years.

A teacher who receives a rating of "Skilled" on his/her most recent evaluation shall be evaluated every two school years. Such teachers must meet and maintain the following requirements:

- Have student growth scores (SGM) at ratings of 'average' and/or above.
- A credentialed evaluator shall conduct at least one observation and at least one conference with the teacher for each year the evaluation cycle is deferred.

Additionally, the District will not implement an evaluation cycle for any teacher who has:

- Submitted an official notice of retirement on or before December 1st of the school year.
- Has or will be on leave for fifty percent or more of the school year.

Teachers on a limited contract who are under consideration for nonrenewal shall receive at least three (3) formal observations and at least two (2) but not more than six (6) periodic classroom walkthroughs. However, the teacher may request, in writing, that an additional observation be conducted by a different evaluator.

Evaluations will be completed by May 1 and each teacher will be provided a written report of the results of his/her evaluation by May 10. Written notice of nonrenewal will be provided by June 1.

E. Finalization of Evaluation

1. Written Report – Before the evaluation cycle is final, and not later than May 10, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and evaluator.
2. Completion of the Evaluation Cycle--The summative evaluation of a teacher shall be based upon student growth measures resulting from assessments that were administered in the previous school year and performance that is assessed through evidence gathered during the walkthroughs and formal observations that are conducted for the current school year.
3. The evaluation shall acknowledge, through the evidence gathered, the performance strengths of the teacher evaluated as well as performance deficiencies, if any.
4. The evaluator shall note evidence of all the data used to support the conclusions reached in the formal report.
5. The evaluation report shall be signed by the evaluator; and the evaluation report shall be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file. The teacher's signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report.
6. The evaluation report shall be completed by May 10, signed by both parties, and filed with the Superintendent.
7. Once every two (2) years the Board shall evaluate each teacher assigned and evaluation rating of accomplished on the teacher's most recent evaluation conducted under this article. The biennial evaluation shall be completed by May 1 of the applicable school year, and the teacher shall receive a written report of the results of the evaluation by May 10 of that school year.
8. Final Summative Rating of Teacher Effectiveness (Effectiveness Rating) – The Superintendent shall annually file a report to the Department of Education including only the following information: the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating (Accomplished, Skilled, Developing or Ineffective) aggregated by teacher preparation programs and the years in which the teachers graduated. All other information and documents obtained through the evaluation process shall be stored and maintained by the District.

9. A teacher shall be given, by the District, one (1) copy of all information and documents obtained through the evaluation process.
10. The District shall submit the final summative rating of teacher effectiveness to the Ohio Department of Education by May 30.

F. Response to Evaluation

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

G. Due Process

Teachers who disagree with the level of student growth, the rating of performance and/or the summative evaluation rating shall be allowed to request a different evaluator; and such request shall be honored by the district.

Formal Observation Procedures

- A. A minimum of two (2) formal observations shall be conducted; the first by Winter Break and the second by April 1. A formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least two (2) weeks between formal non-continuous observations unless otherwise agreed to by the teacher.

Teachers shall not receive a formal observation on a day before the following: the administration of standardized testing; a holiday or any break from scheduled school days (excluding weekends); or any approved leave of absence of three (3) or more days.

- B. Observation Conference: All formal observations shall be preceded by a pre-observation conference between the evaluator and the teacher within five (5) working days of the scheduled observation. The pre-observation conference can be conducted face to face and/or via e-mail. Teachers shall provide evidence for the classroom situation to be observed on the pre-observation form in the Appendix H of this agreement.

A post-observation conference shall be held after each formal observation. The post-observation conference shall take place within five (5) working days following the formal observation.

C. Informal Observations/Classroom Walkthrough Procedure

1. A walkthrough is a formative assessment process that focuses on one or more of the following components and results in brief written notes or a summary:

- Evidence of planning;

- Lesson delivery;
 - Differentiation;
 - Resources;
 - Classroom environment;
 - Student engagement;
 - Assessments;
 - or any other component of the standards and rubrics approved for teacher evaluation.
2. Consist of at least five (5) minutes, but not more than twenty (20) minutes. Data gathered shall be placed on walkthrough form found in the Appendix H of this agreement and provided to the teacher within two (2) days. Teachers shall have the opportunity to respond to feedback.
 3. Walkthroughs shall not be conducted on the day proceeding any holiday or recess recognized on the district calendar.

Assessment of Student Growth

- A. In determining student growth measures, the Board adopts the Ohio Department of Education's Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing achievement for an individual student occurring between two points in time. Students who have excused or unexcused absences greater than twenty-five percent (25%) of the total instructional days shall not be included in the growth measure calculation.

The parties agree to utilize the following categories to determine this aspect of a teacher's evaluation, depending upon the instructor involved:

- A1: Teachers instructing in value-added subjects exclusively;
 - A2: Teachers instructing in value-added courses, but not exclusively;
 - B: Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher-level data available;
 - C: Teachers instructing in areas where no teacher-level value-added or approved vendor assessment available.
- B. Each grade level and/or department shall submit its Student Growth Measure Plan for the following year to the Student Growth Measure Committee by May 31.

Such plans shall be in compliance with the requirements of ORC §3319.111 and §3319.112.

- D. Data from the measures of student growth approved by the SGM committee will be scored on five (5) levels in accordance with the Ohio Department of Education/OTES guidance and converted to a score in one of three (3) levels of student growth:
- Above
 - Expected
 - Below
- E. When utilizing vendor assessments to construct SGMs, all related materials shall be purchased by the Board and all affected staff shall be trained on utilization and other considerations by September 30th.
1. The SGM Committee shall review all submitted SLOs by October 1.
 2. Any SLO that is rejected by the SGM Committee shall be returned to the grade level/department with specific designation of deficiencies by October 1 with a timeline of ten (10) days for the resubmittal of the corrected SLOs.
- F. Teachers shall administer the final assessment to determine student growth as defined in the approved SGMs.
- G. Prior to submitting the SGM results to the designated evaluator, the teacher may request that the SGM Committee review the results for the sole purpose of verifying accuracy.
- H. High stakes employment decisions will not be materially informed by consideration of student growth portion of the teacher evaluation unless or until there has been a minimum of three (3) consecutive years of SGM data from the same grade level, subject matter, and/or age level, but in no case later than the end of the 2016-2017 school year. Thereafter, such data shall be computed using a rolling three (3) year average of student growth data.
- I. Job sharing arrangements: The percentage of SGM scores applicable to teachers in an approved job sharing arrangement shall have been agreed to by the individual teachers in the job sharing arrangement and documented by the building principal.
- J. Co-teaching arrangements (e.g. Inclusion): Teachers who have an approved co-teaching arrangement shall have a percentage of the SGM score for the individual teachers in the co-teaching arrangement based on the time each has spent with the student(s).

- K. An educator evidencing approved leave (e.g. FMLA, Maternity, Parental or other Board-approved leave) in consultation with the evaluator may defer consideration of student growth measures to a subsequent year or modify the SGM's expectations. This shall also apply to instances where teachers have a student teacher.

Final Evaluation Procedures

- A. 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":

Evaluation Matrix

		Teacher Performance			
		4	3	2	1
Student Growth Measures	Above	Accomplished	Accomplished	Proficient	Developing
	Expected	Proficient	Proficient	Developing	Developing
	Below	Developing	Developing	Developing	Developing

- B. Response to Evaluation

The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file.

Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual teacher evaluation as converted to the "Evaluation Matrix" above, each teacher must develop either a professional growth plan or professional improvement plan as follows:

- A. Teachers whose performance rating indicates above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluator from those available to the Board for that purpose, utilizing the form in Appendix H__ of this agreement.

- B. Teachers whose performance rating indicates expected levels of student growth will develop a professional growth plan collaboratively with his/her administrator, which will be reviewed by the Teacher Development Committee and the teacher will have input on his/her evaluator for the next evaluation cycle, utilizing the form in Appendix H of this agreement.
- C. Teacher whose performance rating indicates below expected levels of student growth will develop a professional improvement plan with their administrator, which shall be reviewed by the Teacher Development Committee. The Improvement Plan shall utilize the form in Appendix H___ of this agreement.

Core Subject Teachers – Testing for Content Knowledge

- A. Beginning with the 2016-2017 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) or the three (3) most recent school years.
- B. If a teacher passes the examination set forth above and provides proof of that passage to the Board, the teacher will be required to complete professional development that is targeted to the deficiencies identified in the teacher’s evaluations conducted under this policy.
- C. 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 evaluating ratings or the performance index score ranking of the building in which the teacher teaches.
- D. No teacher shall be responsible for the cost of taking an examination set forth above.

Personnel Action Requirements

- A. The first year of collected data for the evaluation procedure shall be derived from value-added and other student growth measures scores from assessments taken in the school year following the effective date of this agreement. The first evaluation cycle shall be completed by May 1 of the second school year following the effective date of this agreement. An evaluation cycle shall not be completed until all teachers have been provided with a written report of the results of the evaluation.
- B. The evaluation procedure shall not be used for any decision concerning the assignment, reassignment, or transfer of any teacher.
- C. For the 2014-2015, 2015-2016, and 2016-2017 school years, student growth data will not be considered in non-renewal decisions unless upon the request of a member.

SOUTHERN LOCAL SCHOOL DISTRICT
OTES EVALUATION FORMS

Teacher Performance Evaluation Rubric

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

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

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	<p>PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference</p>	<p>The teacher's lesson does not build on or connect to students' prior knowledge, or the teacher may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.</p>	<p>The teacher makes an attempt to connect the lesson to students' prior knowledge, to previous lessons or future learning but is not completely successful.</p>	<p>The teacher makes clear and coherent connections with students' prior knowledge and future learning—both explicitly to students and within the lesson.</p> <p>The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.</p>	<p>The teacher uses the input and contributions of families, colleagues, and other professionals in understanding each learner's prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers as well as prepares opportunities for students to apply learning from different content areas to solve problems.</p> <p>The teacher plans and sequences instruction that reflects an understanding of the prerequisite relationships among the important content, concepts, and processes in school and district curriculum priorities and in state standards as well as multiple pathways for learning depending on student needs. The teacher accurately explains how the lesson fits within the structure of the discipline.</p>
	Evidence				

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p>LESSON DELIVERY (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>A teacher's explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding. The teacher uses language that falls to engage students, is inappropriate to the content, and/or discourages independent or creative thinking.</p> <p>The teacher fails to address student confusion or frustration and does not use effective questioning techniques during the lesson. The lesson is almost entirely teacher-directed.</p>	<p>Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students' questions about content or instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion.</p> <p>The teacher re-explains topics when students show confusion, but is not always able to provide an effective alternative explanation. The teacher attempts to employ purposeful questioning techniques, but may confuse students with the phrasing or timing of questions. The lesson is primarily teacher-directed.</p>	<p>Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking.</p> <p>The teacher effectively addresses confusion by re-explaining topics when asked and ensuring understanding. The teacher employs effective, purposeful questioning techniques during instruction. The lesson is a balance of teacher-directed instruction and student-led learning.</p>	<p>Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques.</p> <p>The teacher accurately anticipates confusion by presenting information in multiple formats and clarifying content before students ask questions. The teacher develops high-level understanding through effective uses of varied levels of questions. The lesson is student-led, with the teacher in the role of facilitator.</p>
	Evidence				
	<p>DIFFERENTIATION (Standard 1: Students; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.</p>	<p>The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students though some students may not be able to access certain parts of the lesson and/or some may not be challenged.</p>	<p>The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group.</p>	<p>The teacher matches strategies, materials, and/or pacing to students' individual needs, to make learning accessible and challenging for all students in the classroom. The teacher effectively uses independent, collaborative and whole-class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.</p>
	Evidence				

INSTRUCTIONAL PLANNING					
INSTRUCTIONAL PLANNING	<p>KNOWLEDGE OF STUDENTS (Standard 1: Students)</p> <p><i>Sources of Evidence:</i> Analysis of Student Data Pre-Conference</p>	<p>The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information.</p> <p>The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.</p>	<p>The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.</p> <p>The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.</p>	<p>The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.</p> <p>The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.</p>	<p>The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information.</p> <p>The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans.</p> <p>The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.</p>
	Evidence				

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

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

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

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