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# AGREEMENT

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between the

**WINDHAM BOARD OF EDUCATION**

and the

**WINDHAM TEACHERS ASSOCIATION**

**September 1, 2014 through August 31, 2017**

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## ARTICLE I – RECOGNITION

- A. This Agreement is entered into between the Windham Board of Education (the “Board”) and the Windham Teachers Association/OEA/NEA (the “Association” or “WTA”), as the representative of all certificated personnel employed under a regular teaching contract as regular full-time teachers and regular part-time teachers by the Board, excluding the Superintendent, Assistant Superintendent, Principals, Assistant Principals, School Psychologist and other Supervisors and Administrators whom the Board determines engage in any administrative work under an Administrative Contract. Except as otherwise provided herein, the Board recognizes the WTA as the sole and exclusive bargaining representative of such employees during the duration of this contract. All references to teachers in this Agreement shall mean a member of the bargaining unit.
- B. If, during the term of this contract, thirty percent (30%) or more of the bargaining unit petition to change the sole and exclusive right of the Association as the bargaining unit, and consistent with the provisions of Ohio Revised Code Chapter 4117, then an election shall be held under the provisions of Ohio Revised Code Chapter 4117.

## ARTICLE II – WTA CONSTITUTION AND MEMBERSHIP LIST

The Association shall give the Treasurer of the Windham Exempted Village Schools a list of those teachers who are members of the organization, and provide a list of its officers by October 15 of each year and all changes in its officers during the school year.

## ARTICLE III – NEGOTIATIONS PROCEDURE

- A. The Board will enter into an agreement with the Association for purposes of establishing a negotiations procedure and then negotiating in “good faith” a professional salary schedule, fringe benefits, a grievance procedure, and other terms or conditions of employment.
- B. INITIATING THE NEGOTIATIONS PROCEDURE: A written request for meeting will be submitted by the Association to the Superintendent, or by the Superintendent to the President of the Association, not later than March 15 of the year during which the Agreement expires.
- C. NEGOTIATIONS MEETINGS: Meetings between the negotiating team of the Association and the Superintendent and/or his official designee(s) will be scheduled for a mutually satisfactory time within fifteen (15) days after the request for a meeting, unless a mutually satisfactory later date is agreed upon. The parties will exchange proposals, if any, at the first negotiations meeting. Thereafter, no new item will be introduced without the mutual consent of the parties. Negotiations shall be completed within sixty (60) days from the date of this meeting, unless there is a mutually agreed upon extension.

1. Pertinent data/supporting information, proposals, and counterproposals will be presented. Each in good faith, listens to the views of the other. Both sides agree to provide the other with data pertinent to areas that are the proper subject of negotiations and supporting information, within a reasonable time, in such form as it exists. The requesting party shall be responsible for the normal copying cost of such information.
2. Each negotiating team shall have not more than four (4) members and one (1) other professional negotiator, if desired.
3. Consultants may be used, if deemed advisable, by either party.
4. Each team is responsible for making periodic progress reports to the respective party they represent during negotiations. Said teams shall be accountable for the accuracy of this information. The Board may communicate with its teachers about negotiations upon the taking of a strike vote or rejection by the Association of the Board's final offer.
5. While discussions are in progress, any release prepared for the news media shall be jointly prepared by the parties until impasse is declared.
6. All proposals and counterproposals shall be presented in written form. This does not preclude exchanging and considering verbal proposals.

D. AGREEMENT

1. Tentative Agreements: As items are negotiated and agreement reached, said items shall be reduced to writing and signed by a representative of each team.
2. When the parties reach a contractual agreement, it shall be reduced to writing, signed by appropriate persons, and presented to the Board by the Superintendent and to the membership of the Association by its President. The respective negotiating teams shall recommend acceptance of the agreement to the parties they represent.
3. Adoption of the aforesaid agreement shall be accomplished by first submitting the proposed agreement to the WTA membership for its consideration. If ratified by the WTA, the proposed agreement shall be submitted for the consideration of the Board no later than fourteen (14) days after notification of ratification by the WTA.
4. Within thirty (30) days after this agreement is signed by the parties, a copy of the aforesaid agreement shall be provided to each party by the Board. The Board will provide an electronic PDF to each teacher.

- E. DISAGREEMENT: In the event of a bargaining impasse, or if the parties have not reached an agreement within sixty (60) days of the first negotiations meeting, the teams shall report back to their respective parties for further advice and input. Neither party would be required to meet further; but thirty (30) days prior to expiration date of the current contract, either party may request federal mediation. The other party shall join in resumed discussion in accordance with the rules and under the supervision of the Federal Mediation and Conciliation Services (FMCS). Costs directly connected with the mediation provided by the FMCS (if any) shall be shared equally by the Board and the Association.
- F. All parties are obligated 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 or require the making of a concession. If a proposal is unacceptable to one (1) of the teams, that team is obligated to respond with a counterproposal or give reasons for its rejection of the proposal.
- G. NEGOTIATIONS IN CLOSED SESSION: All negotiations sessions shall be in closed session with only members of the teams, and consultants, and others, as mutually agreed to between the teams present when the negotiations session is being held.
- H. In this Article, "days" shall mean calendar days.

#### ARTICLE IV – GRIEVANCE PROCEDURE

- A. The parties recognize that in the interest of effective personnel management, a procedure is necessary whereby the members of the bargaining unit can be assured of a prompt, impartial, and fair hearing on their grievances. Such procedures shall be available to all members of the bargaining unit, and no reprisals of any kind shall be taken against any member of the bargaining unit initiating or participating in the grievance procedure.  
  
The primary purpose of this procedure shall be to obtain at the lowest administrative level, and in the shortest period of time, equitable solutions to grievances which may arise from time to time. Both the Board and the Association agree that grievance proceedings shall be handled in a confidential manner.
- B. Failure to lodge a grievance within ten (10) days of becoming aware of the matter to be grieved, or within ten (10) days of when it could reasonably be assumed one should be aware of the matter to be grieved, or appeal within the established number of days, shall forfeit the right of the grievant to proceed with the grievance procedure.

C. DEFINITIONS

1. Grievance: A "grievance" is defined as a complaint involving an alleged violation, misrepresentation, or misapplication of a specific term of this Agreement.
2. Days: Actual working school days; provided, however, the grievance procedure shall be pursued during the summer recess, if necessary.
3. Grievant: The member or members of the bargaining unit making the complaint, or the Association when it files a grievance under the terms of this Agreement; where more than one (1) person is a grievant, each shall sign the grievance, if at all possible.

D. 1. Informal Procedure: A member of the bargaining unit with a grievance shall first discuss it with the Building Principal, or Immediate Supervisor, with the object of resolving the matter informally.

2. Formal Procedure

a. Step One: Filing Written Grievance

- (1) If the informal procedure does not resolve the grievance, the grievant(s) shall file a written grievance with the Building Principal or Immediate Supervisor within seven (7) working days of the informal discussion.
- (2) The written grievance shall be on a standard form supplied by the Board, and shall contain a concise statement of the facts upon which the grievance is based; and shall contain a reference to the section of the Agreement, the date of such occurrence, and the remedy demanded. A copy of such grievance shall be filed with the Superintendent and the Association President.
- (3) Conference: A conference will be held between the grievant, his/her representative and the Building Principal or Immediate Supervisor. Such conference shall be held within seven (7) working days after the receipt of the conference request. The grievant(s) and the Association President shall be advised of the time, place, and date of such conference. At this conference, all parties shall make a sincere effort to resolve the problem.
- (4) Principal's Decision: The Building Principal or Immediate Supervisor shall give a written decision on the written grievance within seven (7) working days of the conference. Copies of the

written decision of the Principal will be sent to the grievant(s), the Superintendent, and the Association President.

b. Step Two: Filing Written Appeal

- (1) If the decision by the Building Principal does not resolve the grievance to the satisfaction of the grievant(s), the Association may appeal in writing to the Superintendent, with copies to the Association President. Failure to file such appeal in writing within seven (7) working days from the receipt of the decision of the Building Principal or Immediate Supervisor on said grievance shall be deemed a waiver of the right of appeal.
- (2) Conference: A conference shall be held by the Superintendent within seven (7) working days after the receipt of the request. The grievant(s) and the Association President shall be advised in writing of the time, place, and date of such conference.
- (3) Superintendent's Decision: The Superintendent shall make a decision on the appeal within five (5) working days after the conference. The written decision of the Superintendent and the reason for the decision shall be sent to the grievant(s), Association President, and the Building Principal or Immediate Supervisor.

c. Step Three

- (1) If the grievant(s) is/are not satisfied with the decision of the Superintendent, the Association may file a demand for arbitration with the Superintendent. Within seven (7) working days, the Board and the Association shall request a list of thirteen (13) arbitrators from the American Arbitration Association (AAA). The arbitrator shall be selected by alternate strike method. The decision of the arbitrator shall be final and binding on both the Board of Education and the Association, except that either party may exercise rights granted under the Ohio Revised Code Chapter 2711.
- (2) The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement. The arbitrator shall expressly confine himself/herself to the precise issues submitted for arbitration, and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination.
- (3) The costs for arbitration shall be borne equally by the parties.

E. GENERAL PROVISIONS

1. So that the grievances can be processed as rapidly as possible, time limits at each level shall be considered as maximums. Time limits may be extended by mutual agreement.
2. It is understood that the parties agree that there will be no interruption of classroom instruction or activities in connection with any grievances arising under this Agreement except as mutually agreed. It is further understood that there will be no involvement of students throughout any steps of the grievance procedure except as mutually agreed, and for arbitration hearings.
3. In the event a grievance is filed or being processed on or after May 15, every effort shall be made to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.
4. The grievant shall have the right to Association representation at all levels of informal and formal procedures. If the Association decides at any level of the grievance procedure that a grievance is without merit or that an equitable answer has been given to the grievant(s), it may withdraw its support. The grievant(s) may always seek, individually, further satisfaction of his/her grievance through normal administrative channels. He/she may not be represented by any other organization or group at any time. However, this grievance procedure shall in no way prohibit any individual from processing a grievance without the help of the Association.
5. The Board of Education agrees that the Association, as the sole and exclusive representative of the bargaining unit, shall be the only organized representative of said bargaining unit members in grievance proceedings.
6. Resolution of a grievance at any level shall apply to the stated grievance only and shall not prejudice either party.
7. The authorized forms regarding this grievance procedure are attached to this Agreement in Appendix E.
8. The Association may file a grievance if the subject matter involved concerns an alleged violation of this Agreement involving two (2) or more members, or on behalf of one (1) member with the written consent of said member.
9. Failure of the Board or its representative to meet timelines at Step One or Step Two allows the grievant to move to the next step.

10. If the Association and the Superintendent agree, Step 1, and/or Step 2 of the Grievance Procedure may be by-passed and the grievance brought directly to the next step. Class grievances involving more than one supervisor, and grievances involving an administrator above the area supervisory level may be filed by the Association at Step 2.

## ARTICLE V – LEAVES

### A. PERSONAL LEAVE

1. Subject to prior approval of the Superintendent or his designated representative, a teacher shall be granted two (2) restricted personal leave days in any school year for business which cannot be conducted outside of school hours, and two (2) unrestricted personal leave days for which no reason is necessary. While no reasons need to be given, the two (2) unrestricted days are still subject to the restrictions set forth in Paragraph 3 below. Except in emergencies, a written request on the form provided must be submitted to the Superintendent or the designated representative at least forty-eight (48) hours prior to the expected absence. The written request shall be approved by the Superintendent or the designated representative if the reason for the request is one of the following:
  - a. Accidents involving the immediate family or the employee's personal property.
  - b. Attendance at graduation ceremonies for the immediate family.
  - c. Attendance at funeral not covered by sick leave.
  - d. The observation of religious holidays where total abstinence from work is required by the employee's faith.
  - e. Subpoenaed attendance in Court not covered by Article V, Section I.
2. No other request for restricted personal leave will be granted.
3. Except in emergencies, personal leave will not be granted on the day before or the day after a holiday, vacation, in-service day, or during the first and last weeks of school. No more than ten (10) teachers may take a personal leave on one (1) day.
4. Application for personal leave shall be submitted on the prescribed form and shall state a truthful and specific reason for the leave, when a reason is necessary.
5. Any unused unrestricted personal leave shall be transferred to accrued sick leave.

6. An employee may redeem for the amount of Seventy-Five Dollars (\$75.00) per unrestricted day, any unused unrestricted day during the last full week of April.

B. SICK LEAVE

1. Each employee shall accumulate sick leave at the rate of one and one-quarter (1 ¼) days per month or fifteen (15) days each completed year of service. Maximum accumulation shall be three hundred (300) days. Employees may use sick leave upon approval of the responsible Administrative Officer or the employing unit, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and to illness, injury, or death in the employee's immediate family.
2. "Immediate family" is interpreted to mean mother, mother-in-law, father, father-in-law, brother, sister, wife, husband, children, foster children, grandparents, and grandchildren. Any individual(s) living in the same household, in permanent and domestic character under one (1) head of household, shall also be defined as a member(s) of the immediate family, if said individual(s) has/have been reported to the Board Treasurer on the proper form. The bargaining unit member shall be responsible for keeping this information current.
3. In the event of the death of a member of the bargaining unit member's immediate family, sick leave may be used. "Immediate family" for this purpose shall be defined as follows: mother, father, foster mother, foster father, mother-in-law, father-in-law, children, wife, husband, brother, sister, brother-in-law, sister-in-law, foster children, grandparents, grandchildren, uncle, aunt, niece, or nephew.
4. Two hundred (200) days of sick leave benefits may be transferred from another Ohio school district or public employing agency of Ohio to the Windham District, provided none of such accumulated sick leave has been converted to pay upon retirement.
5. Each full-time bargaining unit member shall be advanced five (5) days of sick leave credit at the beginning of the school year, if said member has absences due to illness for more than the total accumulated sick leave. If illness requires the employee to use the full amount of sick leave credit before the four (4) months of service have been completed, such bargaining unit member may not be lawfully advanced additional sick leave credit. The five (5) days advance is to be deducted from the future accumulation of sick leave credit the bargaining unit member earns on the basis of completed months of service under the provisions of the uniform sick leave law. Sick leave deficit shall result in equivalent unpaid days at the end of the scheduled workdays in the current school year.
6. The Superintendent shall require a bargaining unit member to furnish a signed statement, on the Absence Report of Employees Form furnished by the Board of Education, to justify the use of sick leave. If medical attention is required, a

certificate stating the nature of the illness from a licensed physician may be required to justify the use of sick leave. Falsification of either this statement or a physician's certificate shall be grounds for disciplinary action. (Reference: O.R.C. §3319.141.)

C. MATERNITY LEAVE

1. Definition: A "maternity leave" is absence from school, without pay, by a teacher who is pregnant or has already given birth.

The use of sick leave after the birth of a child is comparable to the use of sick leave for other medical reasons. Therefore, as soon as medical examination verifies that a teacher is medically able to come back to work, sick leave pay ends and maternity leave, without pay, shall become effective.

2. Notification of Pregnancy: The pregnant bargaining unit member is expected to notify the Superintendent, in writing, of the expected delivery date as soon as her doctor informs her of that date. The teacher's statement should include approximate date of leave.
3. Notification of Maternity Leave: A teacher who desires a maternity leave shall notify the Superintendent at least forty-five (45) calendar days in advance of the commencement of said leave, whenever possible. This notification shall be in writing and shall indicate the actual date for commencement of said leave.
4. Length of Maternity Leave: A maternity leave of absence shall end no later than the conclusion of the school year. If additional time is needed by the bargaining unit member, she may apply for a leave of absence, without pay, under child care leave.
5. Termination of Maternity Leave: Upon written request by the teacher to the Superintendent, a maternity leave of absence may be terminated prior to the original requested date at any time after the birth of the child under the following conditions:
  - a. Teacher shall be declared eligible to return to regular duties when she submits a written medical certification signed by her physician that she is physically able to resume full-time employment.
  - b. After re-employment eligibility has been determined, the Superintendent shall recommend reassignment to duty. It is understood that reassignment to duty, in all cases of maternity leave, shall be in accordance with the recommendation of the Superintendent and the needs of the school district, and that no employee will be placed in a position for which the employee is not qualified.

- c. Return to duty shall be guaranteed no later than the first workday of the next ensuing school year following the date the member is declared eligible for re-employment.
  - d. A member returning from maternity leave shall be reinstated in the position, or an equivalent position, which was vacated.
  - e. If a reduction in force (RIF) takes place while the teacher is on leave, the teacher's position is subject to the RIF policy, and paragraph 5 of this article may not apply. Seniority shall not accrue during the period of leave, but continuous service shall not be interrupted.
6. Insurance Coverage: All insurance coverage provided in this Agreement shall be continued for those who are on maternity leave, upon payment of their premium by the teacher to the Board Treasurer, by the 25<sup>th</sup> day of each month, by cash, money order or certified check.

D. CHILD CARE LEAVE

- 1. Definition: A "child care leave" is absence from school, without pay, by a teacher (male or female) who is the parent of a natural-born or adopted pre-school age child. Sick leave may be used for up to five (5) days of child care leave for fathers of a newly born child or parents of an adopted child.
- 2. Notification of Child Care Leave: A teacher who desires a child care leave shall notify the Superintendent at least forty-five (45) days in advance of the commencement of said leave, whenever possible. This notification shall be in writing and shall indicate the actual date for commencement of said leave.
- 3. Length of Child Care Leave: A child care leave shall consist of the remainder of the school year and may be extended one (1) additional school year if so desired by the parent, provided the request is made no later than March 1. However, in the case of an adoption, the leave shall consist of a longer or shorter period of time than the remainder of a semester, to any member of the bargaining unit who requests any number of days up to a minimum of six (6) weeks.
- 4. Termination of Child Care Leave
  - a. Upon written request by the teacher to the Superintendent, and approval by the Superintendent, child care leave may be terminated at any time under the following conditions:
    - (1) The reassignment of duty in all cases of a child care leave shall be in accordance with the recommendation of the Superintendent and the needs of the school district. No employee shall be assigned to a position for which the employee is not qualified.

- (2) Return to duty shall be guaranteed no later than the first workday of the next ensuing school year following the date that the Superintendent has received the written request from the teacher.
  - (3) If a reduction in force (RIF) takes place while the teacher is on leave, the teacher's position is subject to the RIF policy, and paragraph 4 of this article may not apply. Seniority shall not accrue during the period of leave, but continuous service shall not be interrupted.
- b. Any teacher who adopts a child during the first semester of a school year shall notify the Superintendent in writing prior to April 1 of his/her intention to return to work the following school year or continue on child care leave. If the adoption occurs during the second semester, he/she shall notify the Superintendent as soon as possible, but no later than July 10, of his/her intention to return to work the following school year or to continue on child care leave.
  - c. If a woman is on child care leave which is immediately following a maternity leave, she shall notify the Superintendent by April 1 of her intention to return to work the following school year.
  - d. A bargaining unit member returning from a child care leave shall be reinstated to the position which was vacated or reinstated to an equivalent position.
5. Insurance Coverage: All insurance coverage shall be continued for those who are on child care leave upon payment of the premium by the teacher to the Board Treasurer, by the 25<sup>th</sup> day of each month, by cash, money order or certified check.
  6. When both spouses are employed by the Board, only one (1) spouse at a time is eligible for a child care leave of absence.
- E. ASSOCIATION LEAVE: Except when the services of a teacher(s) who requests leave pursuant to this section are necessary, leave shall be granted up to a maximum of nine (9) days' paid leave each year to attend OEA/NEA-related activities. The Association President shall determine which teachers are to apply and the occasions for which application shall be made, and shall present such request to the Superintendent two (2) weeks in advance, except in the case of an emergency. Association leave shall not be denied for attendance at the Spring OEA Representative Assembly, unless the allotted days have been exhausted.

F. ASSAULT LEAVE

1. A teacher who is required to be absent due to physical disability resulting from an assault which occurs in the course of Board employment while on duty on school grounds during school hours, or where required to be in attendance at a school-sponsored function, shall be eligible to receive assault leave. (Where the teacher has no unused sick leave, this condition will be waived.) Upon determination of eligibility by the Board, such leave shall be granted for not to exceed thirty (30) days, upon the teacher delivering to the Board Treasurer a signed statement on forms prescribed by the Board and maintained by the Treasurer. Such statement will indicate the nature of the injury, the date of its occurrence, the identity of the individual(s) causing the assault, the facts surrounding the assault, and willingness of the teacher to participate and cooperate with the Board in pursuing legal action against the assailant(s). If medical attention is required, the teacher shall supply a certificate from a licensed physician stating the nature of the disability and its duration.
2. If court action results, said teacher shall be granted leave of his/her professional duties and a qualified substitute provided, and no loss of pay for days in court.
3. In cases where legal action is instituted, the Principal shall attempt to obtain a list of the witnesses to the assault. The Principal shall promptly attempt to obtain a written report from the teacher and all the witnesses. These statements shall be signed, dated, and filed.
4. Full payment for assault leave, less Workers' Compensation and any other financial remuneration, shall not exceed the teacher's per diem rate of pay; and will not be approved for payment unless and until the form and certificate, as provided above, are supplied to the Treasurer. Falsification of either the signed statement or a physician's certificate is grounds for suspension or termination of employment under O.R.C. §3319.16.
5. When a teacher exhausts the assault leave, he/she may use sick leave. If sick leave and the assault leave provided for herein become exhausted, the teacher may apply for further assault leave. Whether such additional leave is granted shall be determined solely by the Board. Where the assaulted teacher becomes eligible for benefits under the State Teachers' Retirement System because of any disability or because of age, or where a teacher's employment by this district ceases, the leave provision shall no longer apply.

G. SABBATICAL LEAVE

1. Subject to the approval of the Superintendent and Board of Education, sabbatical leave may be granted.

2. Any bargaining unit member who has served continuously in the Windham Schools for a period of at least five (5) years, and who holds a Professional or Permanent Certificate, may be granted sabbatical leave for professional improvement for one (1) full semester or two (2) semesters, but not longer than one (1) school year.
3. If approved for sabbatical leave, the bargaining unit member shall receive one hundred percent (100%) of the difference between his/her scheduled salary amount and the amount paid to replacement teacher. Requests for sabbatical leave of absence shall be made at least ninety (90) days prior to the beginning of such requested leave. The applicant must be notified by the Board of the disposition of the request within forty-five (45) days of its receipt. Sabbatical pay shall be paid on the same payment periods and dates as other bargaining unit members.
4. The Board may approve a teacher's application for sabbatical leave, if all of the following criteria are satisfied:
  - a. No more than three percent (3%) of the professional staff may be granted sabbatical leave during any school year.
  - b. The application for sabbatical leave shall include a detailed plan of how the leave is to be spent, including an explanation of how it will improve the teacher's professional effectiveness within the district and will contribute to the teacher's professional growth.
  - c. No sabbatical leave shall be granted unless the Superintendent approves the plan submitted with the application, determines that the sabbatical is in the best interest of the district, and recommends approval of the requested leave to the Board.
  - d. Before beginning sabbatical leave, the bargaining unit member shall enter into a contract to return to active duty in the Windham Schools for a period of at least one (1) year after the expiration of such leave. A bargaining unit member returning from sabbatical leave shall be placed on the step of the salary schedule he/she would have attained had he/she remained in the Windham School System.
  - e. At the expiration of leave, the bargaining unit member shall be reinstated to his/her former assignment unless the position is not available. A meeting shall be arranged, after which the Superintendent shall recommend to the Board a new assignment in the best interest of the member and/or the school.
  - f. Sabbatical leave for professional improvement will not be granted to any bargaining unit member more often than once every five (5) consecutive

years of service, nor will it be granted a second time to the same individual when other members of the staff in sufficient number to fill the quota for the period have filed a request for, and are waiting for, such sabbatical leave.

- g. No sabbatical leave shall be granted unless there is available a satisfactory substitute.
5. The teacher may continue the insurance benefits provided in this Agreement upon payment to the Treasurer on a monthly basis, by cash, money order, or certified check, the cost for said benefits.

H. PROFESSIONAL LEAVE

- 1. The Superintendent may, at his sole discretion, authorize absences of bargaining unit members for professional purposes, with full pay, in any school year. The bargaining unit member shall make application for the authorization of such absences at least thirty (30) days in advance of the occurrence of such professional leave, except in extenuating circumstances.
- 2. The absence from school of a bargaining unit member who was officially authorized to attend a professional meeting, in accordance with this provision will be charged with professional leave. Professional leave is not accruable nor accumulative. It is only activated when, and if, the bargaining unit member is authorized to be absent for the purposes of attending professional meetings.

- I. LEAVE FOR APPEARANCE IN COURT OR ON JURY DUTY: Certified personnel shall be granted court and jury duty leave during normal working hours, provided, however, that they are served with a lawfully issued subpoena for such court appearance or jury duty. An employee will only receive court leave pay if the employee is subpoenaed for an appearance that is for a school-related matter and only if the employee is not being subpoenaed for an appearance in which the employee or the Association is in a position that is adverse to the Board's position. Such court leave shall not be for the employee's personal or family matters. The employee shall notify the Superintendent immediately upon receipt of such subpoena, and provide a copy of such subpoena to the Superintendent at Board expense. There shall be no financial penalty attached to such service except that it be the agreement that whatever amount is earned in such capacity be returned to the Board of Education and that such employees be paid their regular salary by the Board. However, fees earned for jury duty or court appearances on an employee's day(s) off, or during the summer months, do not have to be remitted to the Treasurer of the Board. Such days shall not be deducted from any other leave days. Each employee shall make an earnest effort to have jury duty and court appearances scheduled during the school year postponed until the summer months.

J. UNPAID LEAVES OF ABSENCE FOR MORE THAN ONE (1) DAY

1. A leave of absence without pay may be granted upon the recommendation of the Superintendent and approval of the Board. A written request shall be submitted by the member at least one week prior to the date such leave is to begin. Each request shall be considered upon its individual merits.
2. The member granted such leave may continue to participate in the insurance program provided in this Agreement upon payment to the Treasurer on a monthly basis – by cash, money order, or certified check, - the full cost of said benefit premium.

K. UNPAID LEAVE OF ABSENCE FOR ONE (1) DAY

1. Employees who wish to have an unpaid day shall file a “Deduct Day” form with the Superintendent’s office that will include the deduct day being requested. The employee is required to state the reason for the absence. Deduct day requests shall be for no more than one (1) day for emergency purposes only. Longer requests for unpaid days shall be made in accordance with Section J – Unpaid Leave of Absence.
2. The Superintendent will notify the employee whether their request has been approved or denied. The Superintendent may choose to meet with the employee before making a decision. The Superintendent’s decision shall not be subject to the grievance procedure.

**ARTICLE VI – RETIREMENT-SEVERANCE PAY**

- A. Any teacher of the Windham Exempted Village Schools who meets the eligibility requirements for retirement under Ohio law, and retires with ten (10) years’ service in the district, shall be eligible to receive severance pay totaling one-fourth (1/4) of the amount of accumulated sick leave to a maximum of seventy-five (75) days.
- B. Any teacher shall receive severance pay totaling ten percent (10%) of the amount of accumulated sick leave between one hundred eighty (180) days and the maximum contractual accumulation for the year he/she retires.
- C. Such payment shall be made only once to any teacher. Payment for sick leave, on this basis, shall be considered to eliminate all sick leave accrued by the teacher at that time.
- D. Any teacher’s eligibility for retirement-severance pay shall be determined by the Board. This payment is to be made upon evidence of approval of retirement benefits by the appropriate retirement system, and verification from the teacher that the first check has been received.

- E. The above payments shall be exempt from deductions except as provided by law.
- F. Notwithstanding anything in this Agreement or Board policy to the contrary, the Board shall adopt a "Tax Deferred 403(b) Annuity Plan for Government Employees" Document (the "403(b) Plan") with terms that comply with the requirements of this paragraph F.
  - 1. The terms of the 403(b) Plan shall be mandatory for any teacher actively employed on or after September 1, 2004, who would be entitled to severance pay and any retirement incentive bonus program, under Article VI, and/or any retirement incentive pay (if applicable), or, in the case of a retired/rehired teacher, resigns.
  - 2. If a retiring teacher is a participant in the 403(b) Plan, an employer contribution shall be made on his/her behalf under the 403(b) Plan in an amount equal to the amount of the Participant's severance pay in accordance with Article VI and any retirement incentive pay (if applicable).
  - 3. The required contribution to the 403(b) Plan shall be made within the timeframe described in Article VI regarding the payment of severance pay and shall be made within the timeframe bargained regarding the payment of retirement incentive pay (if applicable); provided, however, that if the amount payable to the 403(b) Plan in the calendar year of retirement would exceed the maximum amount that is permitted under the applicable federal income tax law for that year, the remaining amount, the remaining amount that is permitted under the applicable federal income tax law for that year shall be contributed to the 403(b) Plan after the first payroll date in January of the next calendar year. Any remaining amounts shall be contributed to the 403(b) Plan, after the first payroll date in January of the next calendar year for five (5) calendar years after the teacher's retirement year to the maximum permitted under the applicable federal income tax law for each year.
  - 4. A teacher who is a participant in the 403(b) Plan shall complete a 403(b) Plan sponsor enrollment package prior to retirement; and unless and until a teacher does so, no contribution of severance pay and/or retirement incentive pay shall be made to the 403(b) Plan on behalf of the teacher.
  - 5. If a teacher is entitled to have a contribution paid to the 403(b) Plan and dies prior to such contribution being paid to the 403(b) Plan, the contribution shall be paid to a beneficiary of the teacher in accordance with the terms of the 403(b) Plan.
- G. Any teacher who is entitled to severance pay and/or retirement incentive pay who is not an eligible participant in the 403(b) Plan will continue to be eligible for any and all severance payments and/or retirement incentive payments (if applicable) in accordance with Article VI and any retirement incentive language bargained. The teacher may elect to defer such payments to a tax-sheltered annuity that is tax qualified under Internal Revenue Code Section 403(b) [a "TSA"] as permitted by law and Board policy.

- H. All contributions to the 403(b) Plan, all deferrals to a TSA and all check payments to teachers shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his/her sole discretion, determines is required by law. Neither the Board nor the Windham Teachers Association guarantee any tax results associated with the 403(b) Plan, deferrals to a TSA or check payments made to a teacher.

## **ARTICLE VII – VACANCIES, PROMOTIONS, TRANSFERS**

### **A. VACANCIES**

1. With respect to vacancies in the following positions, the administration agrees to post such vacancies for at least seven (7) days when school is in session, and send notice with paychecks when school is not in session, and hold such positions open for at least seven (7) days following that pay date:
  - a. Newly created positions, or restored positions, in the certificated staff.
  - b. Promotional openings (any positions where remuneration exceeds teacher's base salary schedule).
  - c. Positions arising as a result of deaths, resignations, terminations, retirements, openings as a result of transfers, and nonrenewals.
  - d. Supplemental contract positions.
  - e. Extended leave of absence (for a full school year) of a bargaining unit member.
2. The seven (7) day waiting period may be waived by the Superintendent, with the knowledge of the Association President, when, on account of unusual circumstances, a delay of filling a position might have a detrimental effect on the school system. In this circumstance, the vacancy will still be posted but with notification that the seven (7) day notice period is waived. Additionally, teachers who have notified the Superintendent of their request to transfer, as set forth in Section B of this article, shall be notified by phone of the vacancy.
3. The Superintendent shall determine whether said vacancy shall be filled and, upon compliance with Section A herein, shall have the sole right to fill all vacancies.
4. The Association President shall receive a copy of all postings as the vacancies are posted.
5. The posting shall include certification and qualifications.

B. TRANSFERS

1. Teachers wishing to transfer shall send a written request to the Superintendent indicating the reason for transfer and listing any building, subject, or grade preferences. Letters may be used to apply for specific openings that are announced.
2. For transfers initiated by the administration, a meeting shall be held between the affected teacher and the Superintendent or designee. At such meeting, an attempt will be made to explain the needs of the system and to consider the personal concerns of the teacher including his/her seniority and desires. However, the decision of the Superintendent or designee shall be final.

C. FILLING POSITIONS

1. In filling vacancies, the following factors shall be considered:
  - a. Training and certification.
  - b. Experience.
  - c. Subject and district needs.
2. Each qualified member of the bargaining unit applying for a vacancy shall be interviewed.
3. Whenever possible, and consistent with the goals of the system, vacancies shall be filled from within the current full-time staff, with those requesting transfer to the vacant position having priority.
4. Whenever possible, the receiving Principal shall be involved in the staff selection process.
5. Teachers may withdraw a request for transfer any time prior to the written notification of transfer.
6. Section C, herein, shall not pertain to the filling of administrative positions.

**ARTICLE VIII – WORKING CONDITIONS**

- A. The Board will comply with statutory requirements for issuing individual contracts. Each contract shall state:
1. Name of employee.
  2. Name of school district and Board of Education employing said employee.

3. Type of contract (limited or continuing); if limited, for one (1) year, or number of years contract is to be in effect.
4. Employee agreement that he/she shall abide by the rules, regulations, and policies of the Board; and
5. Provision for signature and date of the signature of the employee.

The Board and Association agree that since the compensation of each employee is specifically defined under the terms and conditions of this Negotiated Agreement, the annual salary notice prescribed under O.R.C. §3319.12 is no longer required and the Board is relinquished from any duty to provide same. The Superintendent shall send each teacher a written notice before the first day of July stating the teacher's initial building and subject and/or grade level assignment(s), provided such notice shall not restrict the right to change assignment.

- B. RESIGNATIONS: Members of the bargaining unit shall have the right to resign on or before July 10.
- C. The length of the teacher work year shall be one hundred eighty-two (182) days or equivalent number of hours. These days may be used for instructional, teacher records days and/or teacher inservice as determined by the administration. Any days after five (5) days or equivalent number of hours in which school is closed on a day it was originally scheduled to be open will be made up as determined by the Superintendent.
- D. THIRTY-MINUTE LUNCH AND THE SCHOOL DAY: The length of the workday shall not be longer than seven and one-half (7 ½) hours including a thirty- (30) minute duty-free, uninterrupted lunch period. The administration may extend the workday beyond the seven and one-half (7 ½) hour day, ten (10) times per year. Such extension of the workday shall not exceed one (1) hour. The supervision of the student traveling to and from the lunch room shall not be done during the teacher's thirty (30) minute lunch period. During lunch, not more than one-third (1/3) of the teachers assigned to a building will be given permission to leave. Teachers who have legitimate appointments after school may be excused at the end of the student day after notifying the Building Principal. Early dismissal shall not interfere with contracted after-school obligations of teachers.
- E. Workbook and class fees shall be collected at building offices after January 1 each year.
- F. PLANNING TIME: Each teacher shall have a minimum of two hundred (200) minutes planning time per week.

Fourteen and one-quarter (14 ¼) hours per day of aide time to be used equitably to provide elementary teacher planning time.

G. PAYDAYS

Salary will be paid on the basis of twenty-four (24) equal pays on the tenth (10<sup>th</sup>) and twenty-fifth (25<sup>th</sup>) of each month to coincide with the payroll of all other employees. If a payday falls on a weekend or holiday, that payday shall be the last workday prior to the weekend or holiday. If a payday falls on a day that schools are scheduled to be closed, checks will be mailed the prior business day unless, at the employee's option, he/she elects to receive the paycheck at the scheduled workplace. If the payday falls on a calamity day, checks will be distributed on the next business day.

H. OPEN ENROLLMENT

Teachers who are not district residents wishing to have their children attend school in the district shall first apply using open enrollment. If a request for open enrollment cannot be approved, such student may apply using O.R.C. §3313.64.

**ARTICLE IX – INTERNAL SUBSTITUTING**

The Board of Education recognizes that in most instances, a qualified substitute should be obtained to replace an absent teacher. When a regular teacher is required to assume a class of an absent teacher who did not report to work or left work, then he/she shall be paid at the following prorated rates per hour: \$22.82.

The consolidation of classes due to an absent teacher shall permit the payment of internal teacher substituting not to exceed the following total costs per day divided equally among the teachers who take the students normally assigned to the absent teacher. This provision is applicable only if a teacher loses his/her planning period or is required to assume control over students not normally assigned to his/her class: \$140.98.

**ARTICLE X – PERSONNEL FILES**

- A. The Board of Education shall maintain only one (1) personnel file on each teacher. Said personnel file shall be maintained in one (1) central location for each teacher. Grievances shall not be placed in said personnel file. Said file shall be open for inspection during regular office hours by the teacher by giving twenty-four (24) hour notice to the Superintendent or designee. Such inspection shall occur in the presence of an administrator. The file shall be maintained in a secure and private place, and shall be available only to the Board in executive session, a Board member in the presence of the Superintendent or designee, counsel for the Board, the Administrators, and the teacher or teacher's designee.
- B. Anything placed in the file shall be dated and identified as to source, except payroll records and routine financial information, shall be shown to the teacher prior to placement in the file. Said item shall be signed by the teacher, meaning only that the

teacher has seen the item. Upon request, a bargaining unit member shall be provided a copy of any document contained in such personnel file, at his/her expense.

- C. If a teacher and Superintendent or designee agree that there is adequate evidence that certain material in the teacher's personnel file is false, inappropriate or irrelevant, such material shall be removed from the file or corrected. In any case, if a teacher feels that the file contains information which is inaccurate, irrelevant, or incomplete, such teacher may attach a written statement to the disputed information in accordance with Ohio Revised Code 1347.
- D. Evaluation or written complaints regarding a teacher's performance shall be placed in the personnel file, in the central office, within thirty (30) working days of a conference between the teacher, the Immediate Supervisor, and, if so desired by the teacher, a representative of the Association.
- E. When a written complaint is made by a student(s) or the parent(s) of a student, or any other member(s) of the public concerning the conduct, service, character, or personality of a bargaining unit member which is deemed serious enough to become a matter of formal record, the member shall be informed of the complaint by his/her Principal. The teacher may, if he/she desires, attach a response to the written complaint.
- F. When a Principal or other administrator finds it necessary to make a notation in a member's file which reflects adversely upon the member's conduct, service, character, or personality, he/she shall afford the member an opportunity to read such notation. The bargaining unit member shall acknowledge that he/she has read such notation by affixing his/her signature on the actual document filed, with the understanding that such signature does not indicate his/her agreement with its contents. The bargaining unit member shall also have the right to answer such notation, and his/her answer shall be attached to the personnel file.
- G. A copy of the administrator's notation shall be given to the bargaining unit member.
- H. Information relating to negative comments regarding teacher performance that is over five (5) years old shall not be used by the Board to adversely affect the contractual status of a teacher.

## ARTICLE XI – EVALUATION

### A. PURPOSES OF EVALUATION

1. To improve the educational program.
2. To assess an employee's work performance.

3. To help the employee to achieve greater effectiveness in performance of the work assignment.
4. To constitute a basis for personnel decisions including promotions, reassignments, continuing contract status, limited contract renewal, or contract non-renewal or termination.

B. OTES TEACHERS

Teachers subject to OTES requirements shall be evaluated in accordance with Board policy as set forth in XI(E) below.

C. GENERAL PROVISIONS

1. The Non-OTES Classroom Observation Report and Non-OTES Classroom Summative Evaluation Report Forms shall be included in the master agreement. (Appendices A-1 and A-2, respectively.)
2. Classroom observation of work performance for the purpose of preparing the final written evaluation shall be conducted openly and with the full knowledge of the evaluatee. This does not require advance notice of an observation.
3. A formal observation may be postponed by mutual agreement between the evaluator and evaluatee.
4. A formal classroom observation shall be no less than thirty (30) minutes in length. Such time shall be uninterrupted. Observations will be at least fifteen (15) working days apart.
5. The evaluator will schedule a conference with the evaluatee within ten (10) school days following each observation, at which time the teacher's performance will be discussed, and, if necessary, specific recommendations for improvement will be made.
6. All observations and the final written evaluation must be dated and signed by both the evaluator and the teacher. Such a signature shall mean the teacher has been provided a copy of the document.
7. A teacher shall be given a copy of his/her evaluation before it is placed in his/her personnel file. No written evaluations or observations shall be placed in the teacher's personnel file without a conference with the teacher. The teacher shall have the right, within ten (10) working days, to attach a rebuttal to any written observation or to the final written evaluation. (See Section C, paragraph 2.)

8. Three (3) copies of the Evaluation Report are to be signed by both parties. One (1) copy is for the Principal, one (1) for the Superintendent, and one (1) for the teacher.
9. Evaluations and observations shall be conducted by a credentialed evaluator.
10. Nurses, counselors, librarians, and non-OTES teachers will be evaluated using the Nonclassroom Teacher Observation Report. (Appendix A-3.)
11. Traveling teachers will be observed in their home buildings. Upon request of the traveling teacher and/or the Administrator, additional observations and evaluations shall be made by another evaluator(s) in other assigned building(s).
12. Observations other than classroom observations will not constitute formal observations, but may be included under "Comments" on the teacher Evaluation Reports. Nothing in this section shall be construed to limit the right of the administration to make informal observations of a teacher at any time.
13. Conflict with Statute. The evaluation and observation procedures contained in this Article are exclusive and supersede any and all observation and evaluation procedures contained in the Ohio Revised Code to the extent permitted by law.

D. IMPLEMENTATION FOR NON-OTES AND OTHER NON-CLASSROOM TEACHERS

A Summative Evaluation Report (Appendix A-2 or A-4) based upon the information obtained in the observations and the "Comments" section will be completed by the evaluator before or during the conference. During the conference, the teacher will receive an exact duplicate for both the Observation Report (A-1 or A-3) and Summative Evaluation Report. The evaluator will then discuss both the Observation Report and the Evaluation report with the teacher.

If any items in Sections I, II, III, IV are indicated to be in need of improvement or unsatisfactory, the evaluator must write specific recommendations for such improvement in the spaces provided. The date of the conference must be indicated on the Evaluation Report, and all three (3) copies will be signed by both the evaluator and evaluatee. The teacher must also check the appropriate box indicating that he/she concurs or does not concur with the evaluation. If the latter box is checked, the teacher must submit, within five (5) school days, three (3) copies of his/her reasons for nonconcurrence, if the teacher so desires his/her rebuttal to be included in his/her personnel file. This statement will become a permanent part of the Evaluation Report, and shall be signed by both the teacher and the evaluator. The two (2) signatures will indicate that the conference was held and that all pertinent items on the Observation Form and the Evaluation Report were discussed.

E. OTES EVALUATION PROCEDURES

1. The parties recognize that the Board is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the "Standards for the Teaching Profession" as set forth in State law.
2. The parties adopt the Ohio Teacher Evaluation System ("OTES") model as approved by the State Board of Education and as described in this Agreement.
3. Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based in equal part upon teacher performance and student growth as defined herein.

Each teacher evaluation will result in an effectiveness rating of:

- a. Accomplished;
  - b. Skilled;
  - c. Developing; or
  - d. Ineffective.
4. The parties believe in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers.
  5. This evaluation system shall be implemented as set forth herein and shall be included in the collective bargaining agreement with the Windham Teachers' Association, and in all extensions and renewals thereof.
  6. The parties shall establish and maintain one ongoing Evaluation System Consultation and Student Growth committee, with continuing participation by District teachers represented by the Union, for the express purpose of recommending necessary changes to the Board for the appropriate revision of this system.
  7. The parties agree on the following Definitions:
    - a. "OTES" – stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.
    - b. "Teacher" – for purposes of this system, "teacher" means licensed instructors who spend at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one of the following:

- (1) A license issued under R.C. 3319.22, 3319.26, 3319.222 or 3319.226; or
  - (2) A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2003; or
  - (3) A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2006; or
  - (4) A permit issued under R.C. 3319.301.
- c. “Credentialed Evaluator” – for purposes of this evaluation system, each teacher subject to evaluation will be evaluated by a person who:
- (1) Meets the eligibility requirements under 3319.111(D); and,
  - (2) Holds a credential established by the Ohio Department of Education for teacher evaluation; and
  - (3) Has completed State-sponsored evaluation training and has passed an online credentialing assessment.

Generally, the building principal, assistant principal, Director of Special Services, or the Superintendent will conduct teacher evaluations. For teachers whose contracts are up for renewal/nonrenewal or continuing contract status, their evaluations shall be conducted by one of the above-mentioned evaluators. In the case of exigent circumstances, the Superintendent and the Union will reconvene to discuss how to complete the affected evaluations.

- d. “Observation Cycle” – includes walkthroughs, pre-conference, observation, and post-conference.
- e. “Final Summative Conference” – meeting to share the final summative rating of teacher effectiveness.
- f. “Classroom Teacher Observation Report” – a report of the teacher’s performance in the classroom. This report is based upon the Teacher Performance Evaluation Rubric. This Classroom Teacher Observation Report shall be located in Appendix A-5.
- g. “Walkthrough” – a formative assessment tool designed to inform evaluation, gather evidence of instruction, provide teachers with the opportunity to showcase their skill and expertise, and to provide targeted evidence-based feedback to teachers. It is generally made up of the walk through itself and a means of providing feedback to the teacher. A

walkthrough is less than fifteen (15) minutes, but at least five (5) minutes in duration.

- h. “Student Growth” – for the purpose of the District’s evaluation system, student growth is defined as the change in student achievement for an individual student between two (2) or more points in time.
- i. “Student Learning Objectives” (“SLOs”) – include goals identified by a teacher or group of teachers that identify expected learning outcomes or growth targets for a group of students over a period of time.
- j. “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.
- k. “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.
- l. “Electronic Teacher and Principal Evaluation System (eTPES)” – the electronic system used by the district to report to ODE aggregate final summative teacher evaluation ratings.

## 8. 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. Each employee shall be notified of the name and position of the evaluator and any new employee shall be notified of the evaluation procedures in effect within two weeks of their first contractual day. The evaluation will be based upon the following Ohio Standards for the Teaching Profession as specified in the Rubric found in Appendix A-5.

## 9. Formal Observation Sequence

- a. All instructors who meet the definition of “teacher” under R.C. 3319.111 and this system shall be evaluated based on at least two (2) formal observations and periodic classroom walkthroughs each school year. There shall be at least fifteen (15) days between formal observations,

unless the evaluator and teacher agree otherwise, or in the case of extenuating circumstances.

- b. Teachers on a limited contract who are under consideration for nonrenewal shall receive at least three (3) formal observations in addition to periodic classroom walkthroughs.
- c. A teacher who receives a rating of "Accomplished" on his/her most recent evaluation may be evaluated every three school years, as long as the teacher's student academic growth measure, for the most recent school year for which data is available is average or higher. A teacher who received a rating of skilled on the teacher's most recent evaluation, may be evaluated once every two years, so long as the teacher's student academic growth measure, for the most recent school year for which data is available, is average or higher. In any year that a teacher is not formally evaluated, as a result of receiving a rating of accomplished or skilled on the teacher's most recent evaluation, an individual qualified to evaluate a teacher shall conduct at least one observation of the teacher and hold at least one conference with the teacher. However, if a teacher's student growth measure for the most recent school year, for which information is available, is below average, then the teacher will be evaluated in the subsequent school year.
- d. The first observation cycle will be completed by the last school day prior to the winter holiday break, and the second observation cycle will be completed by May 1st. The final summative conference will be completed by May 10<sup>th</sup>. Teachers will be advised of any intent to recommend nonrenewal at the summative conference.
- e. The teacher shall have the right to make a written response to the evaluation and have it attached to the evaluation report to be placed in the employee's personnel file, and shall become a part of the evaluation record.
- f. In evaluating teacher performance in these areas, the measures set forth for instructional planning, instruction and assessment, and professionalism, set forth herein in the Rubric (Appendix A-5) shall be utilized.
- g. Each teacher evaluated under this system shall, complete a "Self-Assessment," utilizing the Self-Assessment Summary Tool set forth herein as "Teacher Evaluation Forms" and found in Appendix A-6. The required self-assessment may be waived by the evaluator, at the request of the employee. The self-assessment will not be part of the official evaluation record.

- h. All monitoring or observation of the work performance of an employee for purposes of inclusion into the observation documents shall be conducted openly and with full knowledge of the teacher.
- i. Observations of teachers shall not be recorded electronically through video or audio equipment.
- j. The Board is not required to evaluate a teacher who meets one of the following requirements:
  - (1) The teacher was on leave from the school district for fifty percent or more of the school year, as calculated by the Board;
  - (2) The teacher has submitted notice of retirement and that notice has been accepted by the Board not later than the first day of December of the school year in which the evaluation is otherwise scheduled to be conducted.

10. Formal Observation Procedure

- a. A minimum of two (2) formal observations shall be conducted to support the performance evaluation. A formal observation shall last a minimum of thirty (30) minutes, and shall be documented on the Classroom Teacher Observation Report found in Appendix A-5. Teachers will be given notice at least one calendar week before any formal observation takes place.
- b. All formal observations shall be preceded by a conference between the evaluator and the employee at least two (2) days prior to the observation, unless mutually agreed upon by the teachers and the evaluator to waive the conference, in order for the employee to explain plans and objectives for the classroom situation to be observed. The employee shall come to the conference with the "teacher" portion of the pre-conference form already completed. At the conference, the teacher and the evaluator shall collaborate to complete the Pre/Post-Observation Planning and Reflection Form. (Appendix A-7.) It is understood by the parties that the instructional needs of the classroom may require adjustments to the plan submitted. Such adjustments shall be discussed with the evaluator at the post-conference.
- c. A post-observation conference shall be held after each formal observation not later than ten (10) workdays after the observation barring any unforeseen circumstances such as teacher or administrator absences. At this conference, the evaluator and the teacher shall collaboratively complete the Pre/Post-Observation Planning and Reflection Form (Appendix A-7). At this conference, the teacher shall have the right to present evidence of standards met which may not have been observed by

the evaluator. Such evidence shall be noted and documented on the teacher's post-conference form, and included in the teacher's final evaluation. However, if the evaluator does not concur, the evidence shall be attached to the final evaluation as part of the rebuttal.

- d. Prior to March 1<sup>st</sup>, an employee may request an additional formal observation to those required by this procedure. If the request is approved, the Superintendent shall make reasonable efforts to provide for such observation. If conducting the additional formal observation is reasonable, reasonable efforts will be made to provide for such additional formal observation within twenty-five (25) working days of the written request.

#### 11. Informal Observation/Classroom Walkthrough Procedure

- a. Classroom walkthroughs shall not unnecessarily disrupt and/or interrupt the learning environment.
- b. Data gathered from the walkthrough must be placed on the designated form, found in Appendix A-8.
- c. The walkthrough form must be shared with the employee within five (5) school days. The teacher's response(s) to the feedback, if any, must be submitted in return to the observing administrator within five (5) school days, and shall be included as a part of the form. Unless the parties agree otherwise, a post walkthrough conference will not occur. If walkthrough feedback is not submitted to the teacher within the timeline, the walkthrough will be invalid and another walkthrough will be required.
- d. There shall be at least two (2) walkthroughs per school year for each teacher, but not more than six (6), unless so requested or invited by the individual teacher. Such request or invitation shall be in writing.

#### 12. Evaluation Committee

- a. Composition
  - (1) The committee shall consist of an equal number of members from the Association and the Administration. Association members shall be appointed by the Association President. Committee members shall be provided training in the OTES evaluation system, as needed.
  - (2) The evaluation committee shall meet twice during the 2014-15 school year and once during the 2015-16 school year, unless otherwise agreed by the parties.

- b. Purpose: The committee shall recommend changes to the OTES to the Board of Education and the Association.
- c. Compensation: Any committee work required outside the contractual work day will be paid at the planning period hourly compensation.

13. Student Growth Measures (ESGM) Committee

The Board and the Association agree to a joint ESGM committee for the sole purpose of reviewing and approving Student Learning Objectives (SLO's) for those certified employees in Windham Local Schools for whom the requirements of 3319.111 and 3319.112 apply.

- a. Composition: The committee shall consist of at least an equal number of members from the Association and Administration. Association members shall be appointed by the Superintendent, with input from the Association President, Administration members shall be appointed by the Superintendent or his/her designee.
- b. Operational Procedures
  - (1) Members of the committee will receive training in the writing of Student Learning Objectives (SLOs) prior to the first day of school.
  - (2) The committee will establish by mutual agreement a meeting calendar.
  - (3) The committee shall establish ground rules at the initial meeting, review them at each meeting, and update them thereafter as needed.
  - (4) All decisions of the committee will be achieved by majority.
- c. Secretarial Support: The district will provide secretarial support and assistance to the committee. Responsibilities may include copying, committee notification, communications, and distribution of materials, preparation of forms/templates, and other duties as needed.
- d. Committee Authority: The SGM Committee shall not have the authority to negotiate wages, hours or terms and conditions of employment.
- e. Compensation: Any committee work required outside the contractual work day will be paid at the planning period hourly compensation.

14. SGM Training
  - a. Teachers for whom SGMs are applicable shall receive written materials and training on the development and utilization of SGMs by September 15.
  - b. Said teachers shall receive ongoing support to ensure they are capable in development, utilization, and scoring of SGMs.
  
15. Schedule for SGMs
  - a. When utilizing a new vendor assessment as one of the SGMs, all related materials shall be purchased, and all affected staff shall be trained on utilization.
  - b. When utilizing SLOs as one of the SGMs, the teacher shall submit the SLO template (Appendix A-9) for approval of the SLO no later than the last school day in September for full-year courses, the third Wednesday of September for first semester courses, and fifteen (15) school days after the start of the second semester for second semester courses.
  - c. The SGM committee must review and approve all submitted SLOs by October 1 for first semester courses, October 15 for full-year courses, and February 19 for second semester courses.
  - d. Any SLO that is rejected by the SGM committee must be returned to the respective teacher/group within one calendar week and must be resubmitted within one calendar week.
  - e. Teachers must submit all SGM results to his/her evaluator by the last day of April.
  - f. Evaluators will discuss SGM scores during the final summative conference.
  
16. Criteria for SGM
  - a. The SGM portion of the evaluation shall be from the following as defined herein:
    - (1) Value-added data
    - (2) ODE-approved vendor assessments
    - (3) Locally-determined measures such as SLO's
  - b. The parties agree to use 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 (2) points in time. It is important to note that a student who has excused or unexcused absences of 25% or more of the length of the course will not be included in the determination of student academic growth.

- c. 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; or,

C – Teachers instructing in areas where no teacher-level value-added or approved vendor assessment available.

- d. Data from these approved measures of student growth will be scored on five (5) levels in accordance with the ODE/OTES guidance and converted to a score in one (1) of three (3) levels of student growth:

- (1) Above;
- (2) Expected;
- (3) Below.

- e. Student Growth Proportions Matrix

Teacher Category	Value-Added %	Vendor Assessment %	SLO %
A1	50	0	0
A2	Proportional to Schedule	50% of the remainder, if applicable	50% of the remainder
B	0	25%	25% (1 SLO)
C	0	0	50 (2 SLO's)

- f. Intervals for determining student growth shall be one (1) school year for full-year courses and one (1) semester for semester-length courses.
- g. For all SLO and vendor assessment SGM's, teachers must administer the pre- and post-assessment to determine growth.
- h. A teacher on approved leave, approved for sick leave or FMLA for 6 weeks or more shall not have the SGM portion for that school year used in final summative rating of teacher effectiveness.

- i. The SGM component of the Summative Rating will not be used make decisions regarding nonrenewal until the end of the 2016-17 school year, unless the teacher' student growth measure is below expected levels for two (2) continuous school years.
- j. For the purposes of this article, the first year for which value added data shall be considered shall be the 2013-2014 school year.

17. Final Evaluation Procedures

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

Teacher Performance

	4	3	2	1
Above Expected Levels	Accomplished	Accomplished	Skilled	Developing
Expected Levels	Skilled	Skilled	Developing	Developing
Below Expected Levels	Developing	Developing	Ineffective	Ineffective

The evaluator shall provide that each evaluation is submitted to the teacher for his/her acknowledgement by written receipt. The teacher's signature simply acknowledges receipt. Following this process, the evaluation will be sent to the Superintendent.

The Windham Local Schools and its agents shall only report to ODE the minimum information required by Ohio law or ODE Regulations.

18. Professional Growth Plans and Professional Improvement Plans

- a. 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. In the 2014-2015 school year, every teacher starts on a professional growth plan (unless the teacher is already on an improvement plan). For subsequent years,
  - (1) Teachers whose performance rating indicates above expected levels of student growth will develop a professional growth plan. Teachers whose performance rating indicates expected levels of

student growth will develop a professional growth plan collaboratively with his/her credentialed evaluator.

- (2) Teachers whose performance rating indicates below expected levels of student growth or who have a Summative Evaluation Rating of "Ineffective" will develop a professional improvement plan with their credentialed evaluator.

b. Improvement Plan

- (1) The evaluator and the teacher will collaboratively formulate the Improvement Plan using the form located in Appendix A-10.

- (a) The Improvement Plan, as outlined in this document, details:

- i. specific performance expectations, resources and administrative assistance to be provided;
    - ii. the district will provide the resources necessary to implement the plan;
    - iii. timelines for its completion, which shall not be less than nine (9) weeks; for plans implemented due to "below expected levels of student growth," the plan must last one school (1) year;
    - iv. professional indicators documented as unsatisfactory through the formal evaluation process.

- (2) At the end of the time specified in the plan, the evaluator and the teacher shall meet to evaluate the outcomes of the improvement plan, and shall document such on the Improvement Plan Evaluation Form found in Appendix A-10.

19. Core Subject Teachers - Testing for Content Knowledge

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) of the three (3) most recent school years.

Any teacher passing the examination set forth above will not be required to take the examination again for three (3) years, regardless of the teacher's evaluation

ratings or the performance index score ranking of the building in which the teacher teaches.

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

20. Changes to this provision shall be recommended to the Board and local WTA by the Evaluation Committee.

### ARTICLE XII – FAIR DISMISSAL

- A. CONTRACT TERMINATION: Contract termination shall be in accordance with O.R.C. §3319.16.

- B. NONRENEWAL OF LIMITED CONTRACT

1. No teacher may be nonrenewed until the procedures set forth in this article are followed.
2. If Superintendent intends to recommend nonrenewal of a limited contract teacher, he/she shall give the teacher a written letter outlining his/her intent and the reasons for such action. In the case of a teacher whose limited contract may be recommended for nonrenewal, the teacher in question must have been evaluated in accordance with the evaluation procedure set forth in Article XI (Evaluation).
3. Any teacher found deficient shall be given the stated deficiencies, recommendations for improvement, afforded administrative assistance, and evaluated again.
4. Any teacher given an intent to non-renew shall be afforded a hearing with the Board in executive session.
5. The nonrenewal procedures contained in this Article are exclusive and supersede any and all nonrenewal procedures contained in the Ohio Revised Code.

- C. NONRENEWAL OF SUPPLEMENTAL CONTRACTS

Supplemental Contracts expire at the end of their term and do not need to be nonrenewed.

- D. NONRENEWAL OF LIMITED TEACHING CONTRACTS FOR PROBATIONARY EMPLOYEES WHO HAVE BEEN EMPLOYED FOR ONE (1) YEAR OR LESS

1. Limited contract teachers who have been employed for one (1) or fewer years, and who were employed by the Board on or after July 1, 2014, shall be notified in writing by the Superintendent by May 1st that they will not be recommended to

the Board for rehiring for the next school year. Prior to May 10th, and prior to Board action on their contract, such teachers will notify the Board of their intent to meet with the Board in executive session with representation or to decline this meeting. The Board must grant this request and schedule the meeting prior to contract nonrenewal. Teachers whose contracts are nonrenewed shall receive written notice from the Board not later than June 1.

2. This nonrenewal procedure for teachers who have been employed for one (1) or fewer years supersedes all provisions of O.R.C. 3319.11, O.R.C. 3319.111, and O.R.C. §3319.112 and related statutes, and such teacher(s) shall have no right to challenge said nonrenewal pursuant to O.R.C. 3319.11, or in any other legal forum, including the grievance procedure, or in any administrative procedure under law.

### **ARTICLE XIII – ASSOCIATION RIGHTS AND MANAGEMENT RIGHTS**

#### **A. ASSOCIATION RIGHTS**

1. The Association's rights as representative of the teachers, are those rights specifically set forth in this Agreement.
2. The Association shall have the right to use the bulletin boards in teacher lounges, and to use the internal school mail.
3. The Association shall have the same rights to notice of and attendance at Board meetings as are granted to other organizations by the Board policy adopted to implement the provisions of the Public Meeting Law. The Association shall be provided with the agenda in advance of regular Board meetings. The Association President shall be sent one (1) copy of approved Board minutes.
4. Association representatives shall be permitted to meet with teachers during their lunch or planning time, so long as there is no disruption of school or interference with a teacher's regularly assigned duties.
5. The Association shall be permitted to use school facilities for Association meetings.
6. During the opening day meeting, the Association shall be permitted to conduct a business meeting not to exceed thirty (30) minutes in length.

- B. MANAGEMENT RIGHTS:** The Board of Education, on its own behalf and on the behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Ohio and/or of the United States, except as specifically and expressly limited by the terms of this Agreement and Ohio

statutes; and then only to the extent such specific and express terms of this Agreement are in conformance with the constitution and laws of the State of Ohio, and the rules and regulations of the State Board of Education, and the Constitution and laws of the United States.

#### ARTICLE XIV – BOARD POLICY BOOK

The current Board Policy will be available online on the school district's website.

#### ARTICLE XV – REDUCTION IN FORCE

##### A. REDUCTION

If the Board determines to effect a planned reduction in the number of teachers, it may implement a reduction in force for the following reasons:

1. Decreased enrollment of pupils.
2. Decrease in the school district's revenues.
3. Return to duty of regular teacher after leave of absence.
4. Suspension of schools or territorial changes affecting the school district.

##### B. METHOD OF REDUCTION

1. Attrition: The number of teachers affected by a reduction in force (RIF) shall be kept to a minimum by not employing replacements for teachers who die, retire, resign, are terminated (O.R.C. §3319.16), or whose contracts are not renewed. The employment of replacements for some positions may be necessary in the event that teachers in the system do not possess the necessary certification.

##### 2. Reduction in Force

a. In the event further reduction in staff is considered necessary by the Board of Education, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent of Schools. In making these recommendations, the Superintendent must reduce first bargaining unit members on limited contracts and then bargaining unit members on continuing contract within areas of certification/license.

- (1) 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 being the first to be suspended.
- (2) Should the necessary reduction of teaching positions exceed the number of limited contract teachers in the affected teaching field, continuing contract teachers shall be reduced utilizing the following order:
- (a) Certification/Licensure within the affected teaching field.
  - (b) Comparable evaluations as defined in this Agreement.
  - (c) When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field being the first to be suspended.

3. Comparability

- a. For the 2014-15 and 2015-16 school year, for the purposes of reduction in force, all teachers will be considered comparable.
- b. Beginning with the 2016-17 school year comparability will be determined as follows: All teachers receiving a rating of accomplished will be comparable to other accomplished teachers. Those teachers receiving a rating of skilled will be comparable to other skilled teachers. Those teachers receiving a rating of developing will be comparable to other developing teachers. Those teachers receiving a rating of ineffective will be comparable to other ineffective teachers.
- c. 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.
- d. For teachers who are not subject to OTES, comparability will be determined by the Superintendent.
- e. A list shall be prepared for all teachers according to certification, contract status, and seniority within all areas of certification for each teacher. This list shall be maintained and updated each November 1.
- f. In the event of a RIF, the Board shall issue a formal statement listing the positions to be affected by the RIF.

- g. A RIF list shall be prepared by applying the following steps until all necessary reductions have been accomplished.
  - (1) First, teachers who will leave the district by reason of retirement, resignation and approved leave of absence, or a nonrenewal of contract.
  - (2) Second, the least senior certificated teacher(s) from the position(s) to be affected in keeping with the certification and seniority list.
  - (3) In order to effect the reduction of the least senior teachers, the Board shall consider all requests for voluntary transfers prior to instituting a RIF.
- h. A teacher who is to have his/her contract suspended as a result of a RIF shall be given written notification of the Board's intended action no later than twenty (20) days prior to the Board's intended action.
- i. At least twenty (20) days prior to any Board action, and in no event not later than April 30, the Board shall provide the Association President with written notice, including the reason, of its intent to implement a RIF.
- j. Prior to the Board's action on RIF, the Association shall be given the opportunity to address the Board in an executive session for the purpose of presenting, both orally and in writing, its views on the proposed RIF.
- k. A RIF shall be implemented by attrition and by suspension of contracts according to the provisions of this article.
- l. The Board shall send written notice of layoff by certified mail, return receipt requested. Alternatively, the Board may have the layoff notice(s) personally delivered to the teacher.

C. SENIORITY

Seniority shall be determined by the length of continuous service in the Windham Exempted Village School District. Among those with the same period of continuous service, seniority shall be determined by:

- 1. The date of the Board meeting at which the teacher was hired; or if necessary,
- 2. The date on which the teacher submitted a completed job application; and, if still a tie,
- 3. Total teaching experience; and, if still a tie,

4. The decision of the Superintendent.

For purposes of RIF, the total period of continuous service time will be equal to the total number of active teaching years, which excludes leaves of absence.

The continuous service of a teacher who has returned to employment following resignation or other termination of employment will be measured from the date of return.

No retire-rehire plan teacher shall have RIF protection.

D. RECALL

1. All teachers whose contracts are suspended as a result of a RIF program shall be placed on a list stating years of continuous service to the district, contractual status, and subject(s) certified to teach.
2. A teacher on the RIF list shall be offered reinstatement to the positions for which certified at the time of the RIF, or for which he/she becomes certified while on layoff, as set forth on said RIF list, as positions become available and in keeping with the certification, contractual status, and seniority provisions of the RIF list (inverse order – last suspended/first reinstated). It is the responsibility of the teacher to notify the Board in writing, on or before March 1, of any additional area(s) of certification.
3. The Board shall give written notice of an offer of re-employment by sending a registered or certified letter to said teacher at his/her last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with an offer of re-employment or other notice to the teacher. If a teacher fails to accept an offer of re-employment in writing within ten (10) days, or within four (4) days if the offer is delivered to the last known address of the teacher within ten (10) days prior to the start of a school year or semester, from date said offer is delivered to the last known address of the teacher, said teacher shall be considered to have rejected said offer and shall be removed from the RIF list.
4. A teacher on the RIF list shall, upon accepting an offer of re-employment, return to the system with the same seniority, accumulation of sick leave days, and salary schedule placement as the teacher would have received in the year following contract suspension.
5. No teachers new to the district shall be employed until all certified teachers on the RIF list have been offered reinstatement to the positions, in accordance with the provisions of this section.

6. If a teacher on the RIF list accepts full-time employment elsewhere, he/she shall immediately so notify the Superintendent and shall be removed from the RIF list, and have no further recall rights.

E. GENERAL PROVISIONS

1. A teacher who has been released shall, if he/she desires, be placed on the substitute list and be given preferential consideration as a substitute teacher. However, employment as a substitute shall not disqualify that teacher from placement or continued placement on the RIF list.
  2. A teacher affected by a RIF shall remain on the RIF list for twenty-seven (27) months from the last day of work in the school year.
  3. A teacher who has not been recalled by April of the final year of recall rights shall automatically be nonrenewed. However, recall rights shall extend until the end of the twenty-seven (27) months of recall rights.
  4. Both the seniority list and the RIF list shall be made available to the Association President.
  5. Nothing contained herein shall abridge the Board's right to nonrenew a limited contract teacher in accordance with O.R.C. §3319.11, or to utilize the procedures provided for in O.R.C. §3319.17.
  6. This article shall take precedence over any rights to assignment conferred by other articles of this contract. Vacancies shall be filled by recall rather than the procedures set forth in Article VII (Vacancies, Promotions, Transfers).
  7. Days herein shall be calendar days.
- F. Employees under contract for the 2010-2011 school year whose contract is reduced to less than 80% but more than 40% will be eligible for the following:
1. Single coverage benefits package as outlined by the negotiated agreement. Employees under this clause who wish family coverage through the Board policy may do so at their own expense.
  2. A minimum planning time of 100 minutes per week, and a thirty (30) minute lunch when their work day is five (5) hours or more.

ARTICLE XVI – INSURANCE

The Board of Education shall provide the following fringe benefits:

- A. Term life insurance in the face amount of Thirty-Three Thousand Dollars (\$33,000.00), with carrier to be selected by the Board. The Board to pay one hundred percent (100%) of the monthly cost of this coverage.
- B. Hospitalization, surgical and major medical coverage shall be provided, with the Board paying eighty-eight percent (88%) of single and family coverage for all current employees, and all members will pay twelve percent (12%) for insurance. (Change to Comprehensive Major Medical Plan – See Appendix F).
- C. Prescription drug insurance shall be provided, with the Board paying eighty-eight percent (88%) of single coverage and eighty-eight percent (88%) of family coverage for all current employees. The carrier and coverage are to be selected by the Board. (Change to Comprehensive Major Medical Plan – See Appendix F). Prescription card co-pay to be \$5/\$10/\$25 and by mail to be \$10/\$20/\$50 (3 months).
- D. Dental insurance shall be provided with the Board paying eighty-eight percent (88%) of single coverage and eighty-eight percent (88%) of family coverage for all current employees. (See Appendix F).
- E. Vision Insurance

Vision insurance will be available to all employees. The employees will pay 100% of the premium cost.

	Frequency	Monthly Premium	
		Employee Only	Employee + Family
Eye Exam	12 months	\$10.15	\$22.98
Frame	12 months		
Lens	12 months		
scratch resistant coating		\$ 0.21	\$ 0.47
	<u>Total</u>	\$10.36	\$23.45

- F. The Board of Education is to select the carrier or carriers.
- G. If the Board changes its insurance from the present insurance policies, it shall provide plans which provide comparable or better benefits.
- H. Employees newly hired in the district shall be deemed eligible for insurance coverage only at such times that they are full time, i.e. when their contract entitles them to the line item salary in full at their place on the salary schedule, unless otherwise revised by state or federal law.
- I. Comprehensive Major Medical Plan, Portage County Consortium (See Appendix F)
  - 1. As part of this program the employee is responsible for out-of-pocket expenses as per the insurance plan.

2. The plan as administered will have a maximum out-of-pocket of \$1,000/\$2,000 in-network and \$2,000/\$4,000 out-of-network per calendar year.
  3. The employee shall be responsible for his/her out-of-pocket expenses incurred under the CMM plan.
- J. The Board shall fund an HRA plan of up to Two Hundred Fifty Dollars (\$250.00) for a single plan and Seven Hundred Fifty Dollars (\$750.00) for a family plan. (Appendix G.)

#### **ARTICLE XVII – DUES/PAYROLL DEDUCTIONS**

- A. A teaching employee may, through the Association, authorize payroll deduction for WTA and affiliated dues. Such deductions shall be made in ten (10) equal installments beginning in October and ending in July. Said deductions shall be made by the Treasurer from the second pay of each month beginning with October.
- B. The Treasurer shall make deductions for the following as authorized by the employee:
1. Annuities
  2. Credit Union
  3. United States Savings Bond
  4. State Teachers' Retirement System (STRS)
  5. Withholding Taxes

#### **ARTICLE XVIII – PROFESSIONAL DEVELOPMENT PROGRAM**

The Board of Education shall appropriate for each fiscal year, a sum of Sixteen Thousand Dollars (\$16,000.00) for professional development to teachers for earned college credit, subject to the following conditions:

- A. The teacher shall have taught in the Windham Exempted Schools for a minimum of three (3) years.
- B. The college course must be taken in education, in or toward an area or additional area(s) of certification permitted by the State Department of Education, or in the specific discipline as currently certified.
- C. Teachers desiring such payment for professional development must meet with the LPDC, and receive the approval of the LPDC and the Superintendent on the appropriate form provided for this purpose, prior to enrolling in the college course. Correspondence courses and distance learning courses shall be approved for purposes of reimbursement. Members not required to seek LPDC approval for course work will have courses approved by the Superintendent.

- D. Teachers shall submit written proof in the form of an official transcript of completed credit at an accredited university/college, with a "C" or better grade or a pass or pass/fail, to the Superintendent by September 15. Should the official transcript not be available by September 15, official notice of grades shall be acceptable until the transcript is available.
- E. All applications for tuition reimbursement shall be turned in by September 15. No application shall be approved for more than twelve (12) semester hours or the equivalent quarter hours per annum. The total amount of money shall be divided by the total amount of approved quarter hours, plus semester hours converted to quarter hours, of all applicants.
- F. Teachers qualifying for such payment for professional development shall receive it in accordance with the procedures established herein at the maximum rate of two hundred twenty-five dollars (\$225.00) for each approved semester hour, or equivalent successfully completed, not to exceed twelve (12) semester hours or equivalent annually per teacher, provided the preceding provisions of this section have been met.
- G. The payment is to be payable in a single sum in a separate check, with the last pay of October.
- H. Each teacher receiving payment for professional development under this section, prior to his/her receipt of such pay, shall agree that he/she will teach in this district for at least one (1) full school year following receipt of such payment for professional development. If such teacher fails to teach in the Windham School District for the required period, the amount of such payment for professional development received during the prior school year shall be deducted from said teacher's final pay.
- I. The application form is attached hereto as Appendix D.

**ARTICLE XIX – BOARD PICKUP OF EMPLOYEE CONTRIBUTIONS  
TO THE STRS (SALARY REDUCTION AND RESTATEMENT)**

In accordance with the Internal Revenue Service Rulings 77-462, 81-35 and 81-36, the Association and the Board agree that the Board shall contribute to the State Teachers' Retirement System (STRS), in addition to Board's required employer contribution, an amount equal to the employee's contribution to the STRS in lieu of payment of said amount to each employee, and that such amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary or hourly rate otherwise payable to each employee.

- A. The dollar amount to be "picked up" by the Board of Education:
  - 1. Shall be credited to the STRS as employee contributions under the authority of Ohio Attorney General Opinion 82-097;

2. Shall be included in computing an employee's final average salary for STRS purposes and in reporting teacher-authorized credit information to financial institutions;
  3. Shall not be reported by the Board as subject to current federal and state income taxes; and
  4. Shall not be reported by the Board as subject to city income taxes.
- B. Each employee will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pickup" in combination with other tax-deferred compensation plans.
- C. For purposes of this provision, an employee's total annual salary and/or salary per pay period shall be the salary specified in salary schedule for each school year of this Agreement. The total annual salary and/or salary per pay period shall be payable by the Board in two (2) components: 1) deferred salary and 2) cash salary.
1. Deferred Salary: An employee's deferred salary shall be equal to that percentage of said employee's total annual salary and/or salary per pay period which is required by the STRS to be paid as an employee contribution by said employee.
  2. Cash Salary: An employee's cash salary shall be equal to the employee's total annual salary and/or salary per pay period less the amount of the deferred salary for said employee, and shall be payable to said employee subject to applicable payroll deductions. The Board's total expenditures for employee's salaries as specified in the salary schedule for each school year of this Agreement and its employer contributions to the STRS shall not be greater than the amounts the Board would have paid had this provision not been in effect.
- D. The Board shall compute and remit its employer contributions to the STRS based upon the employee's total annual salary and/or salary per pay period.
- E. An addendum to each employee's contract or salary notice (for hourly employees) currently in effect shall be prepared/distributed which states:
1. That the employee's contract salary or hourly rate is being restated as consisting of a cash salary and deferred salary which is equal to the amount of the employee's contribution to the STRS being "picked up" by the Board on behalf of the employee;
  2. That the Board will contribute to the STRS, an amount equal to the employee's required contribution to the STRS for the account of each employee; and

3. That life insurance, sick leave pay, assault leave pay, supplemental pay, extended service pay, Workers' Compensation benefits, Unemployment Compensation benefits, or any other compensation or benefit which is indexed to or otherwise determinable by reference to the employee's rate of pay, shall be calculated upon the combined cash salary and the deferred salary of the employee.
- F. Contracts and salary notices for members of the bargaining unit shall comply with the provisions of this section.
- G. It is understood and agreed by the Board and the Association that in future negotiations for salary purposes, the total amount of the base salary as set forth in the salary schedule shall be considered the gross salary of the teacher.

#### ARTICLE XX – CONTRACT MAINTENANCE

- A. ENTIRE AGREEMENT CLAUSE: Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. This contract constitutes the entire contract between the parties and it supersedes all prior and contemporaneous understandings (written or oral) not specifically incorporated herein.
- B. WAIVER OF NEGOTIATIONS: The parties acknowledge that during the negotiations which resulted in this contract, each had the unlimited right and opportunity to make demands and proposals in any subject within the scope of negotiations. The understandings and agreements arrived at by the parties, after the exercise of the right, constitute the entire contract between them, and settles all demands and issues on all matters within the scope of negotiations.

The Board and the Association shall voluntarily waive, during the life of this Agreement, negotiation rights, and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter irrespective of whether such matter or subject is specifically referred or covered in this Agreement.

- C. CONFLICT WITH THE LAW CLAUSE: If, during the term of this contract, there is a change in any applicable state or federal law, or rule or regulation adopted by the State Department of Education, concerning mandatory subjects of bargaining which requires the Board of Education to develop policies that change terms or conditions of employment, then the parties will meet to negotiate the affected term(s) or conditions(s) within thirty (30) days. All remaining provisions shall remain in full force and effect.

## ARTICLE XXI – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

### A. Committee

1. A seven (7) member Local Professional Development Committee (hereinafter referred to as "LPDC") shall be established. The members shall be employees of the Windham Local School District Board of Education (hereinafter referred to as "BOARD").
2. A majority of the members of the LPDC shall be members of the bargaining unit and shall be appointed by the president for terms of three (3) years.
3. Non-bargaining unit members of the LPDC will be appointed by the Superintendent, with one (1) LPDC member appointed for a term of three (3) years and one (1) member appointed for a term of two (2) years and one appointed for a term of one (1) year. Thereafter, all members will have three year terms.
4. In any vote/decision affecting a license, certification or professional development plan of a non-bargaining unit member, only two (2) of the four (4) bargaining unit members of the LPDC may vote.

### B. Meetings of the LPDC

1. The LPDC may only act when a quorum is present. A quorum of the LPDC consists of no less than three (3) members of the Association and two (2) members appointed by the BOARD. All action must be recorded in LPDC minutes.
2. The LPDC shall meet four (4) times annually and at other times as it may determine. Additional meetings may be convened by a majority of its membership. Location and time of the meetings shall be established by the LPDC.
3. Minutes of meetings and records of actions and proceedings of the LPDC shall be prepared and maintained, copies of which shall be sent to the WTA president. The LPDC shall have an adequate and secure place to store and maintain records of the LPDC which shall be separate from teachers' personnel files.

### C. Duties and Powers of the LPDC

1. The duties of the LPDC shall be strictly limited to the review and approval of professional development plans for recertification and licensure as specified in Ohio Law governing such committee; and to the adoption and amendment of its bylaws.

2. The LPDC shall adopt bylaws governing its operations and reflecting the mission of the LPDC. Such policies must be adopted by the LPDC prior to any action related to recertification or licensure.
3. The LPDC shall report on its actions in a prompt and timely manner to the Board and the ASSOCIATION. Members of the LPDC shall be immune from liability for any official action of the LPDC.

D. Limitations

1. The LPDC shall have no duties other than those explicitly stated herein. No action of the LPDC shall bind the BOARD and ASSOCIATION in any manner that may be contrary to any provision of the Negotiated Agreement, this policy, other Board policy or any law or regulation governing the operation of local school districts.
2. No action of the LPDC shall bind the BOARD or ASSOCIATION in any manner that may be construed as requiring the expenditure of any funds without express prior approval of the BOARD.

E. Appeal of a Decision of the LPDC

The bylaws of the LPDC shall include provisions for the appeal of LPDC decisions denying the approval of professional development plans. Such appeal provisions shall include methods for the designation of an independent panel to hear and decide such appeals.

F. Compensation

1. LPDC members may, upon approval of the Superintendent, be released from their responsibilities for meeting during the regular school day.
2. LPDC members who are members of the bargaining unit will be compensated at two percent (2%) of the BA-0 base salary.

**ARTICLE XXII – SICK LEAVE TRANSFER**

- A. When a teacher or a member of his or her immediate family has a catastrophic illness or injury requiring prolonged hospitalization or recovery and has exhausted all of his or her accumulated sick leave and additional days are still needed, then he or she may request that the additional days be transferred from other teachers with accumulated sick leave.

The teacher seeking additional sick days shall supply a physician's statement to the Treasurer's office indicating a catastrophic illness. The teacher seeking additional sick days shall supply a HIPPA waiver only for the purpose of supplying the physician's statement.

- B. Teachers willing to transfer sick days shall so indicate by signing up on a list maintained at the Treasurer's office. Teachers transferring sick days are limited to the transfer of only one (1) sick day per transfer session. Once a teacher has signed up to transfer sick leave days, his or her name shall remain on the list until he or she opts out. No sick days are actually transferred until a teacher requesting the transfer, as defined in paragraph A, requests the additional days. In transferring days, the Treasurer shall first transfer one day from the teacher with the highest accumulated leave and shall continue down the list from highest to lowest accumulated leave.
- C. Any employee transferring sick leave days shall not be permitted to deplete his or her own sick leave accumulations below thirty (30) days.
- D. The number of transferred days shall not exceed the number requested or the number of days missed.

**ARTICLE XXIII – SALARY SCHEDULE**

- A. The base salary for the year covered by this agreement remains unchanged and is as follows:

2014-2015	\$33,489	Appendix B-1
2015-2016	\$33,991	Appendix B-2
2016-2017	\$34,331	Appendix B-3

**ARTICLE XXIV – DURATION AND INTENT OF AGREEMENT**

- A. This Agreement and the appendices hereto constitute the whole agreement between the Windham Board of Education and the Windham Teachers Association; and shall become effective at 12:01 a.m. on September 1, 2014, and shall continue in full force and effect until midnight (12:00 a.m.) August 31, 2017.

B. IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first mentioned above.

**For the Windham Teachers' Association**

WTA  
Roger Euland  
Joyce Hall  
Alex Sampson

Date

**For the Windham Board of Education**

Samantha Pochedly  
Neesa  
Melvin Pugh

Date

WINDHAM EXEMPTED VILLAGE SCHOOLS  
NON-OTES CLASSROOM TEACHER OBSERVATION REPORT

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

Class Size: \_\_\_\_\_ Subject: \_\_\_\_\_ Grade: \_\_\_\_\_ Date \_\_\_\_\_

Time in: \_\_\_\_\_ Administrator's Initials: \_\_\_\_\_

Time out: \_\_\_\_\_ Teacher's Initials: \_\_\_\_\_

Key: M (Meets Expectations) NI (Needs Improvement) U (Unsatisfactory) N/O (Not Observed)

1. Organization, Planning and Preparation		M	NI	U	N/O
A	Demonstrates knowledge of content.				
B	Demonstrates knowledge of resources/materials/supplies.				
C	Designs coherent instruction/relevant assignments.				
D	Correlates objectives with course of study/standards.				
E	Utilizes provided manipulatives and materials as needed.				
F	Assesses student learning.				

2. The Classroom/Learning Environment		M	NI	U	N/O
A	Maintains a safe and functional classroom climate.				
B	Creates an environment of respect and rapport.				
C	Establishes and communicates expectations for learning.				
D	Manages transitions.				
E	Displays a positive attitude towards students.				
F	Manages student behavior. Communicates procedures and consequences. Provides for appropriate discipline.				

3. Instruction		M	NI	U	N/O
A	Provides for differences in capacities of students.				
B	Provides clear and explicit directions.				
C	Utilizes effective questioning strategies and elicits student participation.				
D	Monitors student understanding and provides feedback to students.				
E	Effectively uses classroom time.				
F	Maintains accurate records.				

Summary/Comments/Commendations:

Teacher Comments:

Signatures:

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

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

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

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

Observation Conference Date: \_\_\_\_\_

WINDHAM EXEMPTED VILLAGE SCHOOLS

NON-OTES CLASSROOM TEACHER SUMMATIVE EVALUATION REPORT

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

Class Size: \_\_\_\_\_ Subject: \_\_\_\_\_ Grade: \_\_\_\_\_ Date \_\_\_\_\_

Time in: \_\_\_\_\_ Administrator's Initials: \_\_\_\_\_

Time out: \_\_\_\_\_ Teacher's Initials: \_\_\_\_\_

Key: M (Meets Expectations) NI (Needs Improvement) U (Unsatisfactory) N/O (Not Observed)
--

1. Organization, Planning and Preparation		M	NI	U	N/O
A	Demonstrates knowledge of content.				
B	Demonstrates knowledge of resources/materials/supplies.				
C	Designs coherent instruction/relevant assignments.				
D	Correlates objectives with course of study/standards.				
E	Utilizes provided manipulatives and materials as needed.				
F	Assesses student learning.				

2. The Classroom/Learning Environment		M	NI	U	N/O
A	Maintains a safe and functional classroom climate.				
B	Creates an environment of respect and rapport.				
C	Establishes and communicates expectations for learning.				
D	Manages transitions.				
E	Displays a positive attitude towards students.				
F	Manages student behavior, Communicates procedures and consequences. Provides for appropriate discipline.				

3. Instruction		M	NI	U	N/O
A	Provides for differences in capacities of students.				
B	Provides clear and explicit directions.				
C	Utilizes effective questioning strategies and elicits student participation.				
D	Monitors student understanding and provides feedback to students.				
E	Effectively uses classroom time.				
F	Maintains accurate records.				

4. Professionalism		M	NI	U	N/O
A	Provides accurate data to school/district personnel.				
B	Attendance is punctual.				
C	Participates in required staff meetings/in-servicing.				
D	Utilizes support staff appropriately.				
E	Informs appropriate personnel of school-related matters.				
F	Is responsive and available to parents.				
G	Follows written Board and administration policies, procedures and regulations				

School Involvement (if applicable):

Summary/Comments/Commendations:

Teacher Comments:

To Be Checked By the Teacher:

\_\_\_\_\_ I concur with the Evaluation

\_\_\_\_\_ I do not concur with the Evaluation

Signatures:

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

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

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

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

Observation Conference Date: \_\_\_\_\_

WINDHAM EXEMPTED VILLAGE SCHOOLS  
NON-CLASSROOM TEACHER OBSERVATION REPORT

Staff Member: \_\_\_\_\_ Building: \_\_\_\_\_

Position: \_\_\_\_\_ Grade Level: \_\_\_\_\_ Date \_\_\_\_\_

Time in: \_\_\_\_\_ Administrator's Initials: \_\_\_\_\_

Time out: \_\_\_\_\_ Staff Member's Initials: \_\_\_\_\_

Key: M (Meets Expectations) NI (Needs Improvement) U (Unsatisfactory) N/O (Not Observed)
--

1. Organization, Planning and Preparation		M	NI	U	N/O
A	Demonstrates knowledge of content.				
B	Demonstrates knowledge of resources/materials/supplies.				
C	Designs coherent instruction/relevant assignments.				
D	Correlates objectives with course of study/standards.				
E	Utilizes district and community resources appropriately				
F	Assesses student needs.				

2. The Classroom/Learning/Professional Environment		M	NI	U	N/O
A	Maintains a safe and functional work environment.				
B	Creates an environment of respect and rapport.				
C	Establishes and communicates expectations for student performance.				
D	Manages transitions.				
E	Displays a positive attitude towards students.				
F	Manages student behavior. Communicates procedures and Consequences as needed. Provides for appropriate discipline.				

3. Instruction/Student Interaction		M	NI	U	N/O
A	Provides for differences in capacities of students.				
B	Provides clear and explicit directions.				
C	Utilizes effective questioning strategies and elicits student participation.				
D	Monitors student understanding and provides feedback to students.				
E	Effectively uses classroom/work time.				
F	Maintains accurate records.				

Summary/Comments/Commendations:

Staff Member Comments:

Signatures:

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

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

Staff Member: \_\_\_\_\_

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

Observation Conference Date: \_\_\_\_\_

WINDHAM EXEMPTED VILLAGE SCHOOLS

NON-CLASSROOM TEACHER SUMMATIVE EVALUATION REPORT

Staff Member: \_\_\_\_\_ Building: \_\_\_\_\_

Position: \_\_\_\_\_ Grade Level: \_\_\_\_\_ Date \_\_\_\_\_

Time in: \_\_\_\_\_ Administrator's Initials: \_\_\_\_\_

Time out: \_\_\_\_\_ Staff Member's Initials: \_\_\_\_\_

Key: M (Meets Expectations) NI (Needs Improvement) U (Unsatisfactory) N/O (Not Observed)

1. Organization, Planning and Preparation		M	NI	U	N/O
A	Demonstrates knowledge of specialty area.				
B	Demonstrates knowledge of resources/materials/supplies.				
C	Designs coherent instruction and presentations.				
D	Correlates objectives with course of study/standards.				
E	Utilizes district and community resources appropriately				
F	Assesses student needs.				

2. The Classroom/Learning/Professional Environment		M	NI	U	N/O
A	Maintains a safe and functional work environment.				
B	Creates an environment of respect and rapport.				
C	Establishes and communicates expectations for student performance.				
D	Manages transitions.				
E	Displays a positive attitude towards students.				
F	Manages/monitors student behavior. Communicates procedures and consequences as needed. Provides for appropriate discipline.				

3. Instruction/Student Interaction		M	NI	U	N/O
A	Provides for differences in capacities of students.				
B	Provides clear and explicit directions.				
C	Utilizes effective questioning strategies and elicits student participation.				
D	Monitors student understanding and provides feedback to students.				
E	Effectively uses classroom/work time.				
F	Maintains accurate records.				

4. Professionalism		M	NI	U	N/O
A	Provides accurate data to school/district personnel.				
B	Attendance is punctual.				
C	Participates in required staff meetings/in-servicing.				
D	Utilizes support staff appropriately.				
E	Informs appropriate personnel of school-related matters.				
F	Is responsive and available to parents.				
G	Follows written Board and administration policies, procedures and regulations				

School Involvement (if applicable):

Summary/Comments/Commendations:

Teacher Comments:

To Be Checked By the Teacher:

\_\_\_\_\_ I concur with the Evaluation

\_\_\_\_\_ I do not concur with the Evaluation

Signatures:

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

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

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

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

Observation Conference Date: \_\_\_\_\_

CLASSROOM TEACHER OBSERVATION REPORT

Ohio Teacher Evaluation System

Assessment of Teacher Performance

**Teacher Performance Evaluation Rubric**

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

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

**INSTRUCTIONAL PLANNING**

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

Instruction and Assessment					
	ineffective	Developing	Skilled	Accomplished	
INSTRUCTION AND ASSESSMENT	<p><b>LESSON DELIVERY</b> (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>A teacher's explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking.</p> <p>The teacher fails to address student confusion or frustration and does not use effective questioning techniques during the lesson. The lesson is almost entirely teacher-directed.</p>	<p>Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students' questions about content or instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion.</p> <p>The teacher re-explains topics when students show confusion, but is not always able to provide an effective alternative explanation. The teacher attempts to employ purposeful questioning techniques, but may confuse students with the phrasing or timing of questions. The lesson is primarily teacher-directed.</p>	<p>Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking.</p> <p>The teacher effectively addresses confusion by re-explaining topics when asked and ensuring understanding. The teacher employs effective, purposeful questioning techniques during instruction. The lesson is a balance of teacher-directed instruction and student-led learning.</p>	<p>Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques.</p> <p>The teacher accurately anticipates confusion by presenting information in multiple formats and clarifying content before students ask questions. The teacher develops high-level understanding through effective uses of varied levels of questions. The lesson is student-led, with the teacher in the role of facilitator.</p>
	Evidence				
	<p><b>DIFFERENTIATION</b> (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				

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

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

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p><b>ASSESSMENT OF STUDENT LEARNING</b> (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
<b>PROFESSIONALISM</b>	<p><b>PROFESSIONAL RESPONSIBILITIES</b> (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>
	<b>Evidence</b>				

SELF-ASSESSMENT SUMMARY TOOL

Ohio Teacher Evaluation System

**Self-Assessment**

**Self-Assessment Summary Tool**

Name \_\_\_\_\_

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

Date \_\_\_\_\_

	Standard	Strengths	Areas for Growth	Priorities (Check 2)
Standard 1: Students	<ul style="list-style-type: none"> <li>• Knowledge of how students learn and of student development</li> <li>• Understanding of what students know and are able to do</li> <li>• High expectations for all students</li> <li>• Respect for all students</li> <li>• Identification, instruction and intervention for special populations</li> </ul>			
Standard 2: Content	<ul style="list-style-type: none"> <li>• Knowledge of content</li> <li>• Use of content-specific instructional strategies to teach concepts and skills</li> <li>• Knowledge of school and district curriculum priorities and Ohio academic content standards</li> <li>• Relationship of knowledge within the discipline to other content areas</li> <li>• Connection of content to life experiences and career opportunities</li> </ul>			
Standard 3: Assessment	<ul style="list-style-type: none"> <li>• Knowledge of assessment types</li> <li>• Use of varied diagnostic, formative and summative assessments</li> <li>• Analysis of data to monitor student progress and to plan, differentiate, and modify instruction</li> <li>• Communication of results</li> <li>• Inclusion of student self-assessment and goal-setting</li> </ul>			
Standard 4: Instruction	<ul style="list-style-type: none"> <li>• Alignment to school and district priorities and Ohio academic content standards</li> <li>• Use of student information to plan and deliver instruction</li> <li>• Communication of clear learning goals</li> <li>• Application of knowledge of how students learn to instructional design and delivery</li> <li>• Differentiation of instruction to support learning needs of all students</li> <li>• Use of activities to promote independence and problem-solving</li> <li>• Use of varied resources to support learner needs</li> </ul>			
Standard 5: Learning Environment	<ul style="list-style-type: none"> <li>• Fair and equitable treatment of all students</li> <li>• Creation of a safe learning environment</li> <li>• Use of strategies to motivate students to work productively and assume responsibility for learning</li> <li>• Creation of learning situations for independent and collaborative work</li> <li>• Maintenance an environment that is conducive to learning for all students</li> </ul>			
Standard 6: Collaboration & Communication	<ul style="list-style-type: none"> <li>• Clear and effective communication</li> <li>• Shared responsibility with parents/caregivers to support student learning</li> <li>• Collaboration with other teachers, administrators, school and district staff</li> <li>• Collaboration with local community agencies</li> </ul>			
Standard 7: Professional Responsibility and Growth	<ul style="list-style-type: none"> <li>• Understanding of and adherence to professional ethics, policies and legal codes</li> <li>• Engagement in continuous, purposeful professional development</li> <li>• Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement</li> </ul>			

PRE/POST OBSERVATION PLANNING AND LESSON REFLECTION FORM

**Pre/Post-Observation Planning and Lesson Reflection Form**

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

**Directions to Teachers:**

Complete left side of form (as a guide) prior to the lesson to be observed. Questions provided are intended to guide thinking and conversation; every question may not be answered or relevant for every observation. You may attach lesson or unit plans. Provide evaluator with copy of this form to be used for discussion during pre-observation conference and reference during classroom observation. Complete the right side of this form following the lesson that was observed. Use this form to reflect on the lesson, and take a copy to your evaluator to be used for discussion during the post-observation conference.

		Planning (Pre-Observation)	Reflection (Post-Observation)	Performance Rating
<b>PLAN</b>	<p><u>FOCUS</u> (Standard 4: Instruction)</p> <ul style="list-style-type: none"> <li>▪ What is the focus for the lesson?</li> <li>• What content will students know/understand? What skills will they demonstrate?</li> <li>• What standards are addressed in the planned instruction?</li> <li>• Why is this learning important?</li> </ul>			
	<p><u>ASSESSMENT DATA</u> (Standard 3: Assessment)</p> <ul style="list-style-type: none"> <li>• What assessment data was examined to inform this lesson planning?</li> <li>• What does pre-assessment data indicate about student learning needs?</li> </ul>			
	<p><u>PRIOR CONTENT KNOWLEDGE/ SEQUENCE/CONNECTIONS</u> (Standard 1: Students / Standard 2: Content / Standard 4: Instruction)</p> <ul style="list-style-type: none"> <li>• What prior knowledge do students need?</li> <li>• What are the connections to previous and future learning?</li> <li>• How does this lesson connect to students' real-life experiences and/or possible careers?</li> <li>• How does it connect to other disciplines?</li> </ul>			

Pre/Post-Observation Planning and Lesson Reflection Form (page 2)

		Planning (Pre-Observation)	Evidence (Post-Observation)	Performance Rating
PLAN	<p><u>KNOWLEDGE OF STUDENTS</u> (standard 1: Students)</p> <ul style="list-style-type: none"> <li>• What should the evaluator know about the student population? (See <i>Data Measures Inventory for the Classroom</i>)</li> <li>• How is this a developmentally appropriate learning activity?</li> </ul>			
	<p><u>LESSON DELIVERY</u> (Standard 2: Content / Standard 4: Instruction)</p> <ul style="list-style-type: none"> <li>• How will the goals for learning be communicated to students?</li> <li>• What instructional strategies and methods will be used to engage students and promote independent learning and problem solving?</li> <li>• What strategies will be used to make sure all students achieve lesson goals?</li> <li>• How will content-specific concepts, assumptions, and skills be taught?</li> </ul>			
TEACH	<p><u>DIFFERENTIATION</u> (Standard 1: Students / Standard 4: Instruction)</p> <ul style="list-style-type: none"> <li>• How will the instructional strategies address all students' learning needs?</li> <li>• How will the lesson engage and challenge students of all levels?</li> <li>• How will developmental gaps be addressed?</li> </ul>			

Pre/Post-Observation Planning and Lesson Reflection Form (page 3)

		Planning (Pre-Observation)	Evidence (Post-Observation)	Performance Rating
TEACH	<p><u>RESOURCES</u> (Standard 2: Content / Standard 4: Instruction)</p> <ul style="list-style-type: none"> <li>• What resources/materials will be used in instruction?</li> <li>• How will technology be integrated into lesson delivery?</li> </ul>			
	<p><u>CLASSROOM ENVIRONMENT</u> (Standard : Students / Standard 5: Learning Environment)</p> <ul style="list-style-type: none"> <li>• How will the environment support all students?</li> <li>• How will different grouping strategies be used?</li> <li>• How will safety in the classroom be ensured?</li> <li>• How will respect for all be modeled and taught?</li> </ul>			
ASSESS	<p><u>ASSESSMENT OF STUDENT LEARNING</u> (Standard 3: Assessment)</p> <ul style="list-style-type: none"> <li>• How will you check for understanding during the lesson?</li> <li>• What specific products or demonstrations will assess student learning / achievement of goals for instruction?</li> <li>• How will you ensure that students understand how they are doing and support students' self-assessment?</li> <li>• How will you use assessment data to inform your next steps?</li> </ul>			

Pre/Post-Observation Planning and Lesson Reflection Form (page 4)

		Planning (Pre-Observation)	Evidence (Post-Observation)	Performance Rating
	<p><u>PROFESSIONAL RESPONSIBILITIES</u></p> <ul style="list-style-type: none"> <li>• Standard 6: Collaboration and Communication</li> <li>• Standard 7: Professional Responsibility and Growth</li> </ul>			

Pre-Conference Initials:

Teacher

Evaluator

Date & Time of Pre-Conference:

Post-Conference Initials:

Teacher

Evaluator

Date & Time of Post-Conference:

WALKTHROUGH FORM

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

Evaluator Name: \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Time Walkthrough Begins: \_\_\_\_\_ Time Walkthrough Ends: \_\_\_\_\_

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

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

**Evaluator Summary Comments:**

--

**Recommendations for Focus of Informal Observations:**

--

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

 Copy to teacher

STUDENT LEARNING OBJECTIVE (SLO) TEMPLATE CHECKLIST

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

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

## Student Learning Objective (SLO) Template

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

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

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

### **Baseline and Trend Data**

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

### **Student Population**

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

### **Interval of Instruction**

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

### **Standards and Content**

*To what related standards is the SLO aligned?*

**Assessment(s)**

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

**Growth Target(s)**

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

**Rationale for Growth Target(s)**

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

SLO APPROVAL STATUS AND ACCOMPANYING RATIONALE

Name: \_\_\_\_\_ Subject: \_\_\_\_\_

Grade: \_\_\_\_\_ SLO Focus Area: \_\_\_\_\_

Based on the SLO committee's review, the SLO approval status is:

**APPROVED:** The SLO has met the criteria and expectations outline din the SLO guidance checklist.

- The teacher has focused on the "right" academic goals.
- The SLO covers the course content and identifies the students who truly need to improve.
- The SLO is logically related to improved student learning.
- The SLO is leading to more equality of educational opportunities for all students.
- The SLO does not lead to unintended consequences, such as narrowing the curriculum.

**NOT APPROVED:** The SLO does not meet the criteria and expectations outlined in the SLO guidance checklist. The SLO requires further development in the areas listed below. Once the outstanding areas are sufficiently addressed, the SLO will be approved. Areas requiring further development (see attached checklist):

*Baseline and Trend Data* \_\_\_\_\_

*Student Population* \_\_\_\_\_

*Interval of Instruction* \_\_\_\_\_

*Standards and Content* \_\_\_\_\_

*Assessment(s)* \_\_\_\_\_

*Growth Target(s)* \_\_\_\_\_

*Rationale for Growth Target(s)* \_\_\_\_\_

Notes:

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

Administrator's Signature and Date: \_\_\_\_\_

Teacher's Signature and Date: \_\_\_\_\_



PROFESSIONAL GROWTH AND IMPROVEMENT PLAN

Ohio Teacher Evaluation System

Professional Growth Plan

**Professional Growth Plan**

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

- Self-Directed
- Collaborative

Teacher \_\_\_\_\_

Evaluator \_\_\_\_\_

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

Evaluator Signature

Date

Teacher Signature

Date

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

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

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

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

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

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

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

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

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

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

## Improvement Plan (continued)

### Section 3: Specific Plan of Action

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

Actions to be Taken	Sources of Evidence that Will Be Examined

### Section 4: Assistance and Professional Development

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

--

Date for this Improvement Plan to Be Evaluated: \_\_\_\_\_

Teacher's Signature: \_\_\_\_\_

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

Evaluator's Signature: \_\_\_\_\_

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

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

## Improvement Plan: Evaluation of the Plan

Teacher Name: \_\_\_\_\_ Grade level/Subject: \_\_\_\_\_  
School Year: \_\_\_\_\_ Building: \_\_\_\_\_ Date of Evaluation: \_\_\_\_\_  
Immediate Supervisor/Evaluator: \_\_\_\_\_

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

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

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

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

Teacher's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

APPENDIX B-1

WINDHAM SALARY SCHEDULE  
EFFECTIVE FOR 2014-2015

BASE: \$33,489

EXPERIENCE STEP	BACHELOR'S	BACHELOR'S + 15	MASTER'S	MASTER'S + 20
STEP 0	33,489	35,230	38,713	40,455
STEP 1	35,230	36,972	40,455	42,196
STEP 2	36,972	38,713	42,196	43,938
STEP 3	38,713	40,455	43,938	45,679
STEP 4	40,455	42,196	45,679	47,420
STEP 5	42,196	43,938	47,420	49,162
STEP 6	44,808	46,550	50,033	51,774
STEP 7	46,550	48,291	51,774	53,515
STEP 8	48,291	50,033	53,515	55,257
STEP 9	50,033	51,774	55,257	56,998
STEP 10	51,774	53,515	56,998	58,740
STEP 11	53,515	55,257	58,740	60,481
STEP 12	55,257	56,998	60,481	62,223
STEP 13	55,257	58,740	62,223	63,964
STEP 14	55,257	58,740	63,964	65,705
STEP 15	55,257	58,740	63,964	65,705
STEP 16	55,257	58,740	63,964	65,705
STEP 17	55,257	58,740	63,964	65,705
STEP 18	55,257	58,740	63,964	65,705
STEP 19	55,257	58,740	63,964	65,705
STEP 20	56,931	60,414	65,973	67,380
STEP 21	56,931	60,414	65,973	67,380
STEP 22	56,931	60,414	65,973	67,380
STEP 23	56,931	60,414	65,973	67,380
STEP 24	56,931	60,414	65,973	67,380
STEP 25	58,689	62,172	68,066	69,138
STEP 26	58,689	62,172	68,066	69,138
STEP 27	58,689	62,172	68,066	69,138
STEP 28	58,689	62,172	68,066	69,138
STEP 29	58,689	62,172	68,066	69,138
STEP 30	60,531	64,014	70,243	70,980

WINDHAM SALARY SCHEDULE  
EFFECTIVE FOR 2015-2016

BASE: \$33,991

EXPERIENCE STEP	BACHELOR'S	BACHELOR'S + 15	MASTER'S	MASTER'S + 20
STEP 0	33,991	35,759	39,294	41,061
STEP 1	35,759	37,526	41,061	42,829
STEP 2	37,526	39,294	42,829	44,596
STEP 3	39,294	41,061	44,596	46,364
STEP 4	41,061	42,829	46,364	48,131
STEP 5	42,829	44,596	48,131	49,899
STEP 6	45,480	47,247	50,783	52,550
STEP 7	47,247	49,015	52,550	54,318
STEP 8	49,015	50,783	54,318	56,085
STEP 9	50,783	52,550	56,085	57,853
STEP 10	52,550	54,318	57,853	59,620
STEP 11	54,318	56,085	59,620	61,388
STEP 12	56,085	57,853	61,388	63,155
STEP 13	56,085	59,620	63,155	64,923
STEP 14	56,085	59,620	64,923	66,690
STEP 15	56,085	59,620	64,923	66,690
STEP 16	56,085	59,620	64,923	66,690
STEP 17	56,085	59,620	64,923	66,690
STEP 18	56,085	59,620	64,923	66,690
STEP 19	56,085	59,620	64,923	66,690
STEP 20	57,785	61,320	66,962	68,390
STEP 21	57,785	61,320	66,962	68,390
STEP 22	57,785	61,320	66,962	68,390
STEP 23	57,785	61,320	66,962	68,390
STEP 24	57,785	61,320	66,962	68,390
STEP 25	59,569	63,104	69,087	70,174
STEP 26	59,569	63,104	69,087	70,174
STEP 27	59,569	63,104	69,087	70,174
STEP 28	59,569	63,104	69,087	70,174
STEP 29	59,569	63,104	69,087	70,174
STEP 30	61,439	64,974	71,296	72,044

WINDHAM SALARY SCHEDULE  
EFFECTIVE FOR 2016-2017

BASE: \$34,331

EXPERIENCE STEP	BACHELOR'S	BACHELOR'S + 15	MASTER'S	MASTER'S + 20
STEP 0	34,331	36,116	39,687	41,472
STEP 1	36,116	37,901	41,472	43,257
STEP 2	37,901	39,687	43,257	45,042
STEP 3	39,687	41,472	45,042	46,827
STEP 4	41,472	43,257	46,827	48,613
STEP 5	43,257	45,042	48,613	50,398
STEP 6	45,935	47,720	51,291	53,076
STEP 7	47,720	49,505	53,076	54,861
STEP 8	49,505	51,291	54,861	56,646
STEP 9	51,291	53,076	56,646	58,431
STEP 10	53,076	54,861	58,431	60,217
STEP 11	54,861	56,646	60,217	62,002
STEP 12	56,646	58,431	62,002	63,787
STEP 13	56,646	60,217	63,787	65,572
STEP 14	56,646	60,217	65,572	67,357
STEP 15	56,646	60,217	65,572	67,357
STEP 16	56,646	60,217	65,572	67,357
STEP 17	56,646	60,217	65,572	67,357
STEP 18	56,646	60,217	65,572	67,357
STEP 19	56,646	60,217	65,572	67,357
STEP 20	58,363	61,933	67,632	69,074
STEP 21	58,363	61,933	67,632	69,074
STEP 22	58,363	61,933	67,632	69,074
STEP 23	58,363	61,933	67,632	69,074
STEP 24	58,363	61,933	67,632	69,074
STEP 25	60,165	63,736	69,778	70,876
STEP 26	60,165	63,736	69,778	70,876
STEP 27	60,165	63,736	69,778	70,876
STEP 28	60,165	63,736	69,778	70,876
STEP 29	60,165	63,736	69,778	70,876
STEP 30	62,053	65,624	72,009	72,765

**WINDHAM SUPPLEMENTAL CONTRACTS**

<b><u>A. FOOTBALL</u></b>	<b><u>SALARY - % OF B.A. BASE</u></b>
HEAD COACH	16.0
ASSISTANT COACH (4)	10.5
JUNIOR HIGH (2)	7.0
ASSISTANT JUNIOR HIGH (8 <sup>TH</sup> )	5.0
ASSISTANT JUNIOR HIGH (7 <sup>TH</sup> )	5.0
<b><u>B. BASKETBALL</u></b>	
HEAD COACH (2)	16.0
ASSISTANT COACH	10.5
FRESHMAN ASSISTANT COACH	10.5
8 <sup>TH</sup> GRADE (2)	8.0
7 <sup>TH</sup> GRADE (2)	8.0
5 <sup>TH</sup> & 6 <sup>TH</sup> GRADE (2)	3.5
<b><u>C. TRACK</u></b>	
HEAD COACH (2)	10.5
ASSISTANT COACH (2)	7.0
JUNIOR HIGH (2)	4.5
ASSISTANT JUNIOR HIGH (2)	3.0
<b><u>D. CROSS COUNTRY</u></b>	
HEAD COACH	7.5
JUNIOR HIGH CROSS COUNTRY	3.5
<b><u>E. VOLLEYBALL</u></b>	
HEAD COACH	16.0
ASSISTANT COACH	10.5
FRESHMAN	7.0
8 <sup>TH</sup> GRADE	7.0
7 <sup>TH</sup> GRADE	7.0
5 <sup>TH</sup> & 6 <sup>TH</sup> GRADE	3.5

	<u>SALARY - % OF</u> <u>B.A. BASE</u>
<b>F. <u>GOLF</u></b>	
HEAD COACH	9.0
<b>G. <u>BASEBALL</u></b>	
HEAD COACH	10.5
ASSISTANT COACH	7.0
<b>H. <u>SOFTBALL</u></b>	
HEAD COACH	10.5
ASSISTANT COACH	7.0
<b>I. <u>ATHLETIC DIRECTORS</u></b>	
ATHLETIC DIRECTOR	18.0
ASSISTANT ATHLETIC DIRECTOR	11.0
<b>J. <u>CHEERLEADER COACHES</u></b>	
HIGH SCHOOL	8.0
ASSISTANT HIGH SCHOOL	6.5
JUNIOR HIGH	5.0
<b>K. <u>ADVISORS</u></b>	
HIGH SCHOOL YEARBOOK ADVISOR	7.0
JUNIOR HIGH YEARBOOK ADVISOR	4.0
HIGH SCHOOL STUDENT COUNCIL ADVISOR	4.0
JUNIOR HIGH STUDENT COUNCIL ADVISOR	3.0
EAST ELEMENTARY STUDENT COUNCIL ADVISOR	3.0
SENIOR CLASS ADVISOR	4.0
JUNIOR CLASS ADVISOR	3.0
SOPHOMORE CLASS ADVISOR	2.0
FRESHMAN CLASS ADVISOR	2.0
JUNIOR HIGH NATIONAL HONOR SOCIETY	1.5
NATIONAL HONOR SOCIETY ADVISOR	2.0
PLAY DIRECTOR (per play)	4.5
ASSISTANT PLAY DIRECTOR (per play)	2.0

**SALARY - % OF**  
**B.A. BASE**

JUNIOR HIGH OPERETTA	1.5
EAST ELEMENTARY OPERETTA	1.5
MARCHING BAND DIRECTOR	5.0
SUMMER BAND DIRECTOR	9.5
PEP BAND DIRECTOR	2.5
FLAGLINE/MAJORETTE COACH	3.0
DEPARTMENT CHAIRPERSON	3.5
PROM ADVISOR	4.5
SKI CLUB ADVISOR	4.0

L. **EXPERIENCE INDEX**

0	1.00
1	1.03
2	1.06
3	1.09
4	1.12
5	1.15
10	1.20
15	1.25

**APPLICATION FOR PROFESSIONAL DEVELOPMENT PROGRAM  
WINDHAM EXEMPTED VILLAGE SCHOOLS  
APPROVAL REQUEST FOR COLLEGE COURSES**

Name \_\_\_\_\_ School \_\_\_\_\_

Teaching Area \_\_\_\_\_ College/University \_\_\_\_\_

Title of Course \_\_\_\_\_ Hours \_\_\_\_\_

Date of Course \_\_\_\_\_ To \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

Graduate Credit \_\_\_\_\_ Undergraduate Credit \_\_\_\_\_

Number of hours previously taken during the past year for which reimbursement has been granted: \_\_\_\_\_

List course(s) and dates: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Teacher's Signature \_\_\_\_\_ Date \_\_\_\_\_

APPROVED \_\_\_\_\_ Building Principal \_\_\_\_\_ NOT APPROVED

APPROVED \_\_\_\_\_ Superintendent \_\_\_\_\_ NOT APPROVED

Reason(s) for refusal: 1. \_\_\_\_\_ Not an approved course.  
2. \_\_\_\_\_ Allotted money exceeded at this time.  
3. \_\_\_\_\_ Other Comments: \_\_\_\_\_  
\_\_\_\_\_

Superintendent \_\_\_\_\_

TO BE COMPLETED IN TRIPLICATE. COPY DISTRIBUTION: Applicant, Building Principal, Superintendent.

**WINDHAM TEACHERS ASSOCIATION**

**GRIEVANCE PROCEDURE FORM A:  
COMPLAINT BY THE GRIEVANT**

Date of Formal Presentation \_\_\_\_\_

Grievant \_\_\_\_\_

Home Address \_\_\_\_\_

\_\_\_\_\_ Phone \_\_\_\_\_

School Building \_\_\_\_\_ Subject Area or Grade \_\_\_\_\_

Building Principal of Immediate Supervisor \_\_\_\_\_

Years in the School System. \_\_\_\_\_

Number of Years Teaching Experience \_\_\_\_\_

Name of Association Representative \_\_\_\_\_

Contract Section Allegedly Violated: \_\_\_\_\_

Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Action Requested: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Signature of Grievant

Copies to:

**WINDHAM TEACHERS ASSOCIATION**

**GRIEVANCE PROCEDURE FORM B:  
DECISION ON GRIEVANCE – STEP 1**

This form is to be completed by the Principal or Administrator.

Grievant \_\_\_\_\_

School Building \_\_\_\_\_

\_\_\_\_\_ Principal or Administrator

Statement of Grievance: (To be copied from form A; first formally presented (date) \_\_\_\_)

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

Decision: \_\_\_\_\_

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

\_\_\_\_\_ Date of Decision

\_\_\_\_\_ Signature/Title of Person Rendering Decision

Copies to:



Grievant's Response:

- ( ) I accept the above decision.
- ( ) I do not accept the above decision and hereby request that the grievance be carried to the next step of the procedure.
- ( ) I request that a hearing be set.

\_\_\_\_\_ Date of Response \_\_\_\_\_ Signature of Grievant

Copies to:

**WINDHAM TEACHERS ASSOCIATION**

**GRIEVANCE PROCEDURE FORM C:  
DECISION ON GRIEVANCE – STEP 2**

This form is to be completed by the Superintendent.

Grievant \_\_\_\_\_

School Building \_\_\_\_\_

\_\_\_\_\_ Superintendent

Statement of Grievance: (To be copied from Form A; first formally presented (date) \_\_\_\_)

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

Decision: \_\_\_\_\_

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

\_\_\_\_\_  
Date of Decision

\_\_\_\_\_  
Signature/Title of Person Rendering Decision

Copies to:



Grievant's Response: \_\_\_\_\_

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

\_\_\_\_\_  
Date of Response

\_\_\_\_\_  
Signature of Grievant

Copies to:

**COMPREHENSIVE MAJOR MEDICAL PLAN  
SAMPLE  
SUMMARY OF SCHEDULE OF BENEFITS**

Following is a summary of benefits covered under this Plan. All benefits are subject to medical necessity unless otherwise stated herein, and will be governed by the Plan Benefits contained in the Insurance Plan.

<b>Plan Name</b>		<b>\$250 Deductible Plan</b>	
<b>Benefits</b>		<b>In-Network</b>	<b>Out-of-network</b>
	Deductible – Single/Family	\$250/\$500	\$500/\$1,000
	Coinsurance	90%	70%
	Coinsurance Max (Excl. Ded.)	\$750/\$1,500	\$1,500/\$3,000
	Total Out of Pocket Maximum	\$1,000/\$2,000	\$2,000/\$4,000
<b>Physician/Office Services</b>			
	Office Visit PCP/Specialist	\$10/\$20	30% after deductible
	Surgical Services	\$10/\$20	30% after deductible
	Urgent Care	\$35	30% after deductible
	Immunizations	\$10/\$20	30% after deductible
	Allergy Testing	\$10/\$20	30% after deductible
<b>Preventative Services</b>			
	Routine Physical Exam (18+)	100%	30% after deductible
	Well Child Exam	100%	30% after deductible
	Routine Mammogram	100%	30% after deductible
	Routine Pap Test	100%	30% after deductible
<b>Outpatient Services</b>			
	Surgical Services	10% after deductible	30% after deductible
	Diagnostic Services	10% after deductible	30% after deductible
	Emergency Room – Emergency	\$75 copay	\$75 copay
	Speech Therapy	\$20 per visit	30% after deductible
	Physical/Chiro/Occupational	\$20 per visit	30% after deductible
<b>Inpatient Facility</b>			
	Semi-Private Room & Board	10% after deductible	30% after deductible
	Maternity	10% after deductible	30% after deductible
	Skilled Nursing Facility	10% after deductible	30% after deductible
<b>Additional Services</b>			
	Durable Medical Equipment	10% after deductible	30% after deductible

<b>Prescription Drugs</b>		
	Generic	\$5
	Formulary Brand	\$10
	Non-Formulary Brand	\$25
	Mail Order	\$10/\$20/\$50

## WINDHAM SCHOOL DISTRICT HRA AND VITALITY

## HRA Amounts Earned per Status Level

	<u>Single</u>	<u>Family</u>
Platinum	\$ 25	\$150
Gold	\$ 50	\$150
Silver	\$ 75	\$150
Bronze	\$100	\$300
Blue	\$ 0	\$ 0
Total Funds Available	\$250	\$750

WINDHAM EXEMPTED VILLAGE SCHOOL DISTRICT**INCENTIVE FOR THE 2016-2017 SCHOOL YEAR  
(BASED ON THE 2015-2016 STATE REPORT CARD)**

<u>PERFORMANCE INDEX</u>	<u>ITEM 2</u>	<u>ITEM 3</u>
A - 8	A - 4	A - 4
B - 6	B - 3	B - 3
C - 4	C - 2	C - 2
D - 2	D - 1	D - 1
F - 0	F - 0	F - 0

At a mutually agreed upon date at the beginning of the 2015-2016 school year, the Windham Exempted Village School District Board of Education will provide the WTA with at least four (4) choices for Item 2 and Item 3. Within thirty (30) days of receiving the choices, the WTA President will inform the Superintendent of the two (2) items that will be used from the 2015-2016 State Report Card.

- 8-10 points equals an additional \$1,000 stipend
- 11-12 points equals an additional \$1,500 stipend
- 13-more points equals an additional \$2,000 stipend