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AGREEMENT BETWEEN
THE SOUTH POINT BOARD OF EDUCATION
AND
THE SOUTH POINT ASSOCIATION OF CLASSROOM
TEACHERS/OEA/NEA

AUGUST 1, 2014 TO AUGUST 31, 2017

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MEMORANDUM OF UNDERSTANDINGS:

JULY 31, 2000 TECHNOLOGY SPECIALIST POSITION

MU-1

**ARTICLE 1
ASSOCIATION RIGHTS**

1.01 Recognition

The South Point Board of Education (hereafter referred to as the Board) recognizes the South Point Association of Classroom Teachers/OEA/NEA (hereafter referred to as the Association) as the sole and exclusive representative for the purpose of collective bargaining as defined in Chapter 4117 of the Ohio Revised Code for all certified staff members employed by the Board in the employee bargaining unit as set forth below.

1.02 Definition Of Bargaining Unit

Included in the bargaining unit are all certificated personnel employed by the Board as classroom teachers, counselors, librarians, and the school nurse. Excluded are superintendent, assistant superintendents, principals, assistant principals, and other administrative personnel as defined in Section 4117.01 (K) of the Ohio Revised Code and all non-certificated or management, or supervisory, or confidential personnel, as those terms are defined by the Ohio Collective Bargaining Law, and substitutes.

1.03 The District shall not hire an administrator or non-bargaining unit employee for the teaching, on a regular basis, of classes which are normally taught by bargaining unit members.

This restriction will not prohibit and does not apply to an administrative employee teaching or performing bargaining unit work on a limited or fill-in basis, which could include the teaching of one or two courses per day on a regular basis, filling in for teachers who are not able to be in their classes, and when a substitute is not practical and/or available for the performance of certain supervisory functions over children during limited periods during the day.

1.04 Exclusive Rights

Recognition of the Association as the employee representative shall entitle the Association certain exclusive rights. Only the Association and its affiliated or parent organizations shall have the following rights:

- A. The building representatives of the Association in each individual school will have the use of a bulletin board, designated for Association business.
- B. Deduction of yearly dues and of fees shall be authorized for payroll deduction to the Treasurer for the following:
 - 1. UEP (United Education Profession)
 - 2. Departments of the Ohio Education Association as found on the yearly enrollment form.
 - 3. Group Income Protection Insurance.
 - 4. Savings (US Bank, WesBanco Bank, Desco)
 - 5. Annuities (TSA) and retirement plans.

6. Credit Union.
7. Christmas Club (US Bank, WesBanco Bank, Desco).
8. Appropriate State income tax for bargaining unit members residing in contiguous states, if the employee submits the request in writing.

Payroll deductions should be continuous until revoked by the employee in writing and at the appropriate time. Authorization for payroll deductions for membership in the Association and affiliated organizations will be on an annual basis. The Association and the Treasurer of the Board will mutually establish the cutoff date for payroll deductions. The total amount of deduction will be prorated into not less than twelve (12) equal consecutive installments, effective with the pay period mutually agreed upon, in writing, as the starting period. The bargaining unit member's dues will be paid in full by the last pay in June. All association dues will be paid in full to the OEA by July 15.

Dues deduction shall be transmitted to the proper agency within forty (40) days after the deductions are made.

9. Changes in payroll deductions for items listed in 1.04, Section B 3-8 shall be authorized in writing by the employee during the open periods, which are the first full weeks of September, December, March, and June. Changes will take place the first paycheck of the following month.
- C. Representatives of the Association may make announcements during school faculty meetings.
 - D. Representatives of the Association may make announcements on school public address systems.
 - E. The Association building representative will have permission to use individual school equipment including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment, when such equipment is not otherwise in use. Association use of a school building will be permitted provided that: (1) request is made and use arranged for in advance; (2) all equipment will be checked as to condition by the building principal or his designated representative and the Association building representative prior to its use so that, in the event of damage or breakage, the Association will be responsible to repair or replace, at prorated market value; (3) supplies in connection with such equipment used will be furnished or paid for by the Association.
 - F. The Association shall have the privilege to place organizational identification on its members' mailboxes.
 - G. The Association shall receive advance notification of all regular and emergency/special Board meetings and an advance copy of the agenda of each regular and emergency/special Board meeting if such is available. Such agenda shall be sent to the Association President by inter-school mail at the same time it is sent to the news media. Two (2) representatives of the Association shall be accorded the same seating privileges as the press at regularly scheduled or special meetings of the Board. A representative of the Association shall be permitted to address the Board during the hearing of the public during the Board meeting prior to the board's opening discussion to other representatives of the

public. Minutes of Board meetings will be made available to the Association President upon request.

- H. Names and addresses of newly employed certified staff members shall be provided to the Association following Board approval of their contract.
- I. The Association shall have the right to participate in the initial planning and orientation meeting for new professional staff members.
- J. The Association shall be serviced by the Board's regular daily inter-school mail pickup and delivery.
- K. The Association may purchase supplies and materials from the Board's supplies at the price paid by the Board.
- L. The Superintendent will authorize up to fifteen (15) days with pay (Association Leave) per calendar year collectively to members elected or appointed to represent the Association. The Superintendent will authorize up to twelve (12) additional days, with pay for Association Leave per calendar year collectively to any employee elected or appointed as a statewide officer of the Association.
- M. The President of the Association and/or a designee and/or the labor relations consultant of the Association shall have the right to visit schools. Either prior to or immediately upon the President's or labor relations consultant's arrival at any school, the President and/or labor relations consultant shall advise the Principal or, in his absence, the acting building administrator, of his/her desire to visit the school and secure the permission of such administrator to make the visit. Such permission will not be denied, but may be delayed only if the visit, at the time desired, will interfere with the normal teaching duties of the professional staff member to be contacted. Upon arrival at the building, the President of the Association shall notify the building principal of his/her presence. Visits that are made to discuss with the Principal special problems of professional staff members must be arranged in advance with the Principal, or in the Principal's absence, with the acting building administrator.
- N. If negotiations meetings between the Board and the Association are scheduled during a school day, the members of the Association's negotiating team will be relieved of all regular duties without loss of pay as necessary in order to permit their participation in such meetings.
- O. The Association BR's may call meetings of Association members assigned to the building. Prior to scheduling or calling any such meeting, the Association BR shall advise the building principal of the meeting. No Association meeting may be scheduled during class time, in conflict with other previously scheduled meetings, or at any time when the meeting will disrupt the work activity of any professional staff member to be in attendance at the meeting without the prior approval of the building principal. Such approval shall not be unreasonably denied.
- P. The Association President will not be assigned any extra duty in order to conduct the necessary Association business.
- Q. Fair Share Fee

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the South Point Association of Classroom Teachers a fair share fee for the Association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board by September 15th of each year during the term of this Agreement for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

Payroll deductions of such fair share fees shall begin at the second payroll period in January, except that no fair share fee deductions shall be made for bargaining unit members employed after October 31 until the member has been apprised of his/her rights under the Association's internal rebate procedure.

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted.

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

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

The Association shall indemnify and save the Board harmless against, and from, any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, action taken by the Board, for the purpose of complying with this Fair Share Fee Procedure.

- R. The Association will make available to all professional staff members a directory listing the names, addresses, phone numbers and job assignments on record of all employees of the Board, except employees who have specifically requested that they not be listed in this directory.
- S. The Association will provide a copy of this contract to all professional staff members. Copies will be distributed by the Administration upon employment.

- T. There will be no reprisals of any kind taken against any teacher by reason of his/her membership in the Association or participation in any of its activities.
- U. A bargaining unit member shall have the right to Association representation at any meeting he/she reasonably believes may result in an adverse personnel action.
- V. The Association shall be given a copy of all current Board policies and procedures which affect members of the bargaining unit. The Association shall be given all additions and changes in such policies and procedures upon their passage by the Board.

1.05 Labor-Management Meetings

The representatives of the Administration shall meet at least once a month with the representatives of the Association, if requested by either party, at mutually convenient times, to discuss matters of mutual concern. Minutes of meetings shall be taken by the Association secretary and submitted to the Administration for approval. After approval, a copy of such minutes shall be returned by the Association to the Administration, with the Association President's signature. Minutes, indicated as approved, shall be considered the official minutes of the meeting.

1.06 Faculty Council

Within each school building there shall be a School Faculty Council consisting of professional staff members assigned to each school building. Such council shall have among its members the Association BR's. The building principal or his designee shall be a nonvoting member of the School Faculty Council. The size, additional membership, and chairperson of the Council will be decided by the faculty no later than September 30th of each school year at a meeting of all faculty assigned to the building principal. The first meeting of the Council must be scheduled by the chairperson by mid-October.

The purpose of the Council will be to provide a vehicle for communication between the professional staff members and the administration of the school concerning matters unique to the school, which have not been made the subject of a grievance.

The Council will meet upon call of either the building principal or the chairperson, or of a majority of the professional staff members who are members of the School Faculty Council. All professional staff members will have the opportunity to place items on the agenda. The agenda will be distributed to the staff at least twenty-four (24) hours before any regular meeting. Minutes of all meetings will be distributed to the professional staff members following each meeting.

The Council may consider: (1) discussion of building policies and procedures; (2) building maintenance and cleanliness; (3) student discipline; (4) instruction\programs; and (5) other similar matters. Membership on the Faculty Council will neither be used to jeopardize a professional staff member's job security nor to adversely affect a professional staff member's evaluation or advancement.

1.07 Maintaining Membership

The individual member is responsible for maintaining their membership status in SPACT/OEA/NEA while on approved leave, RIF, suspension or during litigation.

ARTICLE 2 GRIEVANCE PROCEDURE

A "grievance" is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of a teacher, group of teachers, or the bargaining agent and/or the interpretation, meaning, or application of the provisions of the negotiated agreement.

2.01 Definitions

- A. The term "grievant" or "aggrieved" shall include all members of the bargaining unit, any group of members acting as a class, the bargaining agent itself acting on behalf of itself or for any member or group of members.
- B. The term "day(s)," when used in this Article, shall be workdays, i.e. Monday through Friday, including the period for time when school is not in session. Workday(s) shall not be considered holidays, spring/Christmas break, national holidays, or calamity days.
- C. "Representation or representative", as provided for in this section shall be any member of the bargaining agent chosen by the aggrieved, legal counsel of the aggrieved, or any other person of the aggrieved's choosing.

2.02 Rights of the Grievant

- A. A grievant may appear on his/her own behalf or may be represented at any and all steps of the grievance procedure by the bargaining agent, or by counsel, or by any other person of the aggrieved's choice, except that the aggrieved may not be represented by an officer or employee of any teacher organization other than the recognized bargaining agent.
- B. A grievant shall have the right to present a claim in accordance with the procedure described herein, free from interference, coercion, restraint, discrimination, or reprisal, except that it shall be subject to the right of the Association to be present at the settlement of all grievances and provided that the settlement is not inconsistent with the terms of this Agreement.
- C. Nothing contained herein shall limit or otherwise exclude any grievant from seeking redress from any governmental agency, regulatory body, or any court of law with jurisdiction to this school district.
- D. No grievance may be submitted to arbitration without the consent of the bargaining agent.
- E. If a grievance appears to arise from the action of an authority higher than the immediate supervisor and/or affects a group of members or the bargaining agent, it may be submitted at Step II described herein.
- F. Any grievance not settled at an informal level shall be reduced to writing on the Grievance Report Form included in the Appendix of this Agreement.

- G. Any grievance may be dealt with by the grievant seeking redress with the immediate supervisor; however, this informal procedure does not preclude the filing of any grievance at any appropriate formal level.
- H. The fact that a grievant files a grievance shall not be recorded in the grievant's personnel file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for reemployment or recommendation for other employment; nor shall the grievant be placed in jeopardy or be the subject for reprisal or discrimination for having followed or utilized this grievance procedure.
- I. Time limits specified herein are considered maximum; however, they may be extended by written agreement of the parties.
- J. All written grievance communications shall be hand-delivered or mailed, certified mail, return receipt requested.

2.03 Informal Step

If a grievant believes there is basis for a grievance, the grievant may first discuss the matter with an immediate supervisor in an effort to resolve the problem informally.

2.04 Step I

If the grievance is not resolved within five (5) days of such informal meetings, or if the aggrieved has elected not to use the informal procedure, the aggrieved may present a formal claim to his/her immediate supervisor by submitting a completed Grievance Report Form. Within five (5) days of receipt of the grievance, the immediate supervisor shall meet with the aggrieved's representative(s), if elected by the aggrieved, in an effort to resolve the matter. The immediate supervisor shall indicate his/her disposition of the grievance within five (5) days after such meeting by completing the Report Form and returning it to the aggrieved and the Association.

2.05 Step II

If the aggrieved is not satisfied with the disposition of the grievance in Step I, the grievant and/or the Association shall complete the Grievance Report Form, Step II, and submit the grievance to the Superintendent within five (5) days of receipt of the Step I response. The Superintendent and/or designated representative shall meet with the grievant and/or his/her representative to resolve the matter. Within five (5) days of this meeting, the Superintendent shall indicate in writing his disposition of the grievance by completing his portion of the Grievance Report Form and forwarding it to the aggrieved. The Association shall be notified in writing of said disposition.

2.06 Step III

If the aggrieved is not satisfied with the suggestions for resolvment received at Step II, he/she may, within five (5) days of receipt of the written response, make written request to the Superintendent for a hearing with the Board and the Association.

The meeting shall be held within fifteen (15) days of the request or the next scheduled Board meeting.

Within five (5) days of the meeting, the President of the Board shall provide the aggrieved with a written response stating the position of the Board and the suggestions for resolution of the grievance with a copy being sent to the Association.

2.07 Step IV

If the aggrieved, with concurrence of the Association, is not satisfied with the disposition of the grievance at Step III, it may within ten (10) days of receipt of the Board's disposition submit the grievance to arbitration by the Federal Mediation and Conciliation Services (FMCS) or Arbitration Mediation Services (AMS) or whose rules and regulations shall likewise govern the proceedings. The arbitrator may not add to, alter, or delete the terms of this negotiated Agreement.

If the grievance is not satisfactorily settled in Step III, the Union may submit the grievance to arbitration. A request for arbitration must be made within ten (10) calendar days following the date the grievance was answered in Step III by submitting a request for a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS) or Arbitration Mediation Services (AMS), and sending a copy of such request to the Superintendent.

Upon receipt of the arbitrators' list, the parties shall meet to select an arbitrator within ten (10) working days from the date the list is received. The parties shall use the alternative strike method and a flip of the coin shall determine which party shall strike last from the list.

Either party shall have the option to reject the list of names provided by FMCS or AMS and request a second list.

The arbitrator shall have all power and remedies within lawful statutes to render an award, which shall be final and binding on both parties. In cases where the arbitrability of an issue is questioned, the matter arbitrability shall be ruled upon by the arbitrator in an expedited fashion prior to a ruling by the arbitrator on the merits of the issue.

The cost for the services of the arbitrator shall be borne by the losing party.

2.08 All grievances shall be filed within twenty-five (25) days of the date that the grievant knew or should have known that a violation occurred.

If the Association provides written notice to the Superintendent that it intends to submit a potential grievance matter to the Labor-Management Council, the timelines shall be waived automatically and the Association shall have an additional five (5) days following the actual Labor-Management Council meeting in which to formally file the grievance if discussion and any necessary action at the Labor Management Council does not result in a resolution that is satisfactory to the Association. The parties may mutually agree to further extend the filing timelines.

2.09 If such disposition is not timely filed by an administrator at any Step, the grievance shall be considered denied and the grievant shall automatically proceed to the next step.

ARTICLE 3
TEACHER EVALUATION AND FAIR TREATMENT
THIS ARTICLE COMPLIES WITH OHIO REVISED CODE SECTIONS
3319.11 AND 3319.111, 3319.112

3.01 Teacher Evaluation Policy

Legal References: ORC 3319.111; 3319.112; 3319.58

Legislative Reference: Am. Sub. HB 153 (September 29, 2011); Sub. SB 316 (September 24, 2012)

The Board of Education (Board) of South Point School District (District) adopts the following teacher evaluation policy in accordance with the standards-based statewide teacher evaluation framework adopted by the State Board of Education. The Board acknowledges that this teacher evaluation policy aligns with the *Standards for the Teaching Profession* as set forth in State law.

The Board directs the Superintendent to implement this policy in accordance with State law. The requirements of this policy prevail over any conflicting provisions of a collective bargaining agreement entered into on or after September 24, 2012. However, since the current collective bargaining agreement was, in fact, entered into prior to September 24, 2012, this policy will not be implemented until the 2014-2015 school year.

Definition of “Teacher”

This policy applies to District employees who meet one of the following categories:

1. A teacher working under a license issued under Ohio Revised Code (ORC) Sections 3319.22, 3319.26, 3319.222 or 3319.226 who spends at least 50% of his/her time providing content-related student instruction; or
2. A teacher working under a permanent certificate issued under ORC 3319.222 as existed prior to September 2003 who spends at least 50% of his/her time providing content-related student instruction; or
3. A teacher working under a permanent certificate issued under ORC 3319.222 as it existed prior to September 2006 who spends at least 50% of his/her time providing content-related student instruction; or
4. A teacher working under a permit issued under ORC 3319.301 who spends at least 50% of his/her time providing content-related student instruction.

Principals and assistant principals shall be evaluated in accordance with the principal evaluation policy adopted by the Board in accordance with ORC 3319.02.

This policy does not apply to the superintendent, assistant superintendent(s), business manager, treasurer or “other administrator” as defined by ORC 3319.02. This policy also does not apply to substitute teachers.

Assigning an Effectiveness Rating

Each evaluation will result in an effectiveness rating of “Accomplished,” “Skilled,” “Developing,” or “Ineffective.” An effectiveness rating is based on the following two categories: 1) Teacher Performance; and 2) Student Growth Measures. Forty two and a half percent (42.5%) of the evaluation will be attributed to teacher performance and forty two and a

half (42.5%) will be attributed to multiple measures of student growth. The remaining fifteen percent will be composed of alternative components such as teacher self-evaluation (**Exhibit G**).

Teacher Performance and Student Growth Measures ratings shall be combined to reach the summative teacher effectiveness rating. The Evaluation Matrix is attached hereto as (**Exhibit A**) and incorporated herein.

The Board shall annually submit to the Ohio Department of Education (ODE), in accordance with ODE guidelines, the number of teachers assigned an effectiveness rating, aggregated by the teacher preparation programs from which, and the years in which, the teachers graduated.

Calculating Teacher Performance

Teacher Performance is evaluated during the two cycles of formal observations and periodic classroom walkthroughs. Forty two and a half percent (42.5%) of the effectiveness rating will be attributed to Teacher Performance through a holistic process based upon the following *Ohio Standards for the Teaching Profession* and training for credentialed evaluators:

1. Understanding Student Learning and Development and Respecting the Diversity of the Students they Teach;
2. Understanding the Content Area for which they have Instructional Responsibility;
3. Understanding and Using Varied Assessment to Inform Instruction, Evaluate and Ensure Student Learning;
4. Planning and Delivering Effective Instruction that Advances Individual Student Learning;
5. Creating Learning Environments that Promote High Levels of Learning and Student Achievement;
6. Collaborating and Communicating with Students, Parents, Other Educators, District Administrators and the Community to Support Student Learning; and
7. Assuming Responsibility for Professional Growth, Performance and Involvement.

The Superintendent/designee shall select or develop, in consultation with teachers, evaluation tools to be used in calculating the Teacher Performance forty two and a half percent (42.5%), which must be aligned to the *Ohio Standards for the Teaching Profession* and the Ohio Teacher Evaluation System Performance Rubric. The following teacher evaluation tools will be utilized: The state approved teacher evaluation rubric (**Exhibit B**). And the state approved teacher walkthrough form (**Exhibit C**).

Calculating Student Growth Measures

For purposes of the Ohio Teacher Evaluation System (OTES), “student growth” means the change in student achievement for an individual student between two or more points in time. This component of the evaluation includes some combination of the following: 1) Teacher-level Value-Added Data; 2) ODE-Approved Assessments; and/or 3) Locally-determined Measures.

1. Teacher-level Value-Added: “Value-Added” refers to the value-added methodology provided by ODE. Where value-added data for grades 4-8 for English language arts and mathematics exists (via state-provided assessments), value-added data must be used in calculating student growth.
2. ODE Approved List of Assessments: Assessments, if utilized by the district, must be included as one of the multiple measures of student growth. Assessments utilized

must be included when calculating the forty two and a half (42.5%) attributed to student growth measures. The Superintendent/designee, in consultation with teachers and subject to Board approval, will utilize the assessments on the approved list as he/she deems necessary and appropriate.

3. Locally-determined Measures: For courses of instruction in which neither teacher level value-added data nor ODE-approved assessments are available, the Superintendent/designee, in consultation with teachers and subject to Board approval, shall establish a process in accordance with ODE guidance to create Student Learning Objectives (SLOs) to measure student growth in the courses of instruction.

NOTE: The state adopted student growth measure model will be used to determine what percentages of the three measures above will be used for each teacher category (**Exhibit D**).

In the calculation for student academic growth, a student who has forty-five or more excused or unexcused absences for the school year will not be included. ORC 3319.112

Data from these multiple measures will be scored on five levels in accordance with ODE guidance and converted to a score in one of three levels of student growth: 1) "Above"; 2) "Expected"; and 3) "Below."

Evaluation Timeline

District administrators shall conduct an evaluation of each teacher subject to this policy at least annually. Each evaluation shall include: 1) Two (2) cycles of formal observations of at least thirty (30) minutes each; and 2) Periodic classroom walkthroughs by the evaluator. All teacher evaluations shall be completed by the first day of May and each teacher subject to this policy shall be provided with a written copy of the evaluation results by the tenth day of May.

The evaluator will hold a pre-conference meeting, with the teacher to be evaluated, no less than three days prior to the formal observation to discuss expectations. In addition, the evaluator will hold a post conference meeting with the teacher, no later than 30 calendar days after the observation, to allow him/her the opportunity to provide evidence to augment his/her observation.

For those teachers who are on limited or extended limited contracts pursuant to ORC 3319.11 and who are under consideration for non-renewal, one evaluation consisting of at least three formal observations must be conducted annually by the first day of May. Each teacher on a limited or extended limited contract shall be provided with a written copy of the evaluation results by the tenth day of May.

The Board may elect to evaluate a teacher receiving an effectiveness rating of "Accomplished" on the teacher's most recent evaluation conducted pursuant to this policy once every three years as long as the teacher's academic growth measure for the most recent school year for which data is available is average or higher. The Board may elect to evaluate a teacher receiving a rating of skilled every two years as long as the teacher's academic growth measure for the most recent school year for which data is available is average or higher. Any evaluation conducted under this provision must be conducted and completed by the first day of May, and the teacher shall be provided with a written copy of the evaluation results by the tenth day of May.

Credentialed Evaluators

The Board will adopt a list of approved credentialed evaluators. Each teacher evaluation conducted under this policy shall be conducted by a person: 1) who is eligible to be an evaluator in accordance with ORC 3319.111(D); and 2) who holds a credential established by ODE for being an evaluator. Every evaluator must complete state-sponsored evaluation training and is required to pass an online credentialing assessment. Evaluation of an employee shall be conducted by the employee's immediate supervisor and/or an administrator designated by the superintendent due to the extended illness of the employee's immediate supervisor.

Professional Growth and Improvement Plans

Teachers must develop professional growth or improvement plans based on the Evaluation Matrix. Teachers who meet Above-Expected levels of student growth/teacher performance must develop a professional growth plan. The professional growth plan is outlined in the state approved plan format (**Exhibit E**).

Teachers who meet Expected levels of student growth/teacher performance must develop a professional growth plan collaboratively with their credentialed evaluator for the evaluation cycle. The professional growth plan is outlined in the state approved plan format (**Exhibit E**).

Teachers who meet Below-Expected levels of student growth/teacher performance must comply with an improvement plan developed by their credentialed evaluator for the evaluation cycle. The improvement plan is outlined in the state approved plan format (**Exhibit F**).

Testing for Teachers in Core Subject Areas

Beginning with the 2015-16 school year, teachers who teach in a "core subject area" are required to register for and take all written examinations of content knowledge selected by ODE if the teacher has received an effectiveness rating of "Ineffective" on evaluations for two of the three most recent school years. "Core subject area" means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history, and geography.

Reduction in Force Decisions

Reductions in force will be based on evaluation results and certification. Seniority shall not be a basis for making retention decisions, except when making a decision between teachers who have comparable evaluations.

3.02 Removal of Poorly-Performing Teachers

The goal of any evaluation process is to assist classroom teachers in their professional career to achieve the highest rating possible on their yearly evaluation.

There will be times, when a teacher fails to achieve at a satisfactory level of performance and the board/administration shall have the right under Ohio law and the collective bargaining agreement to effectively deal with this teacher(s) either through terminating their contracts per Ohio Revised Code 3319.16 or non-renewing their limited contract per Article 3, Section 3.03 of the collective bargaining agreement.

ORC 3319.111(E) requires boards of education to include in their teacher evaluation policy, procedures for using the evaluation policy to remove poorly-performing teachers. The following guidelines will be used to terminate or non-renew a poorly-performing teacher:

Each year, beginning with the 2015-2016 school year, each classroom teacher who is currently teaching in a core subject area and has received a rating of *Ineffective* on the evaluations for two of the three most recent school years is required to register for and take all written examinations of content knowledge selected by the Department of Education as appropriate to determine expertise to teach that core subject area and the grade level to which the teacher is assigned. If a teacher fails an examination, or passes an examination and provides proof of that passage to the teacher's employer, the employer shall require the teacher, at the teacher's expense, to complete professional development that is targeted to the deficiencies identified in the teacher's evaluations.

- If the teacher receives a rating of *Ineffective* on the teacher's next evaluation after completion of the professional development, or the teacher fails to complete the professional development, it shall be grounds for termination of the teacher under section 3319.16 of the Revised Code.
- If a teacher who takes an examination, passes that examination, and provides proof of that passage to the teacher's employer, the teacher shall not be required to take the examination again for three 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 under this section.

The board of education may use the results of a teacher's examinations in developing and revising professional development plans and in deciding whether or not to continue employing the teacher. However, no decision to terminate or not to renew a teacher's employment contract shall be made solely on the basis of the results of a teacher's examination under this section until and unless the teacher has not attained a passing score on the same required examination for at least three consecutive administrations of that examination.

Professional Development

The Board's plan for the allocation of financial resources to support professional development is as follows: The board will provide relevant professional development opportunities during one or more of the two yearly in-service training days. The board will provide two additional days of relevant training during the district's two state approved waiver days (subject to yearly state approval). The board will provide \$200 to each employee, two times a year for use towards that employee's professional development. Teachers who are ranked ineffective may be offered the opportunity to participate in at least one additional training session at the district's expense. He/She may also be required to work with a district appointed coach.

NOTE: The committee reserves the right to change and/or modify this plan based on new laws, new information, and/or best practices. We understand that any future changes must be approved by the board of education prior to implementation.

Initial Policy Adoption Date: 4-8-13

3.03 Fair Treatment

- A. The reason(s) for nonrenewal of a teacher's contract shall be *based* on the formal evaluation of the teacher's ability as set forth in the evaluation procedure in the Ohio Revised Code. Such reasons will be given to the teacher in writing ten (10) work days prior to any Board action on the teacher's contract.
- B. The administration will fully inform all teachers of any evaluation procedures, criteria, and instruments which subsequently shall be used in their evaluation.
- C. All alleged misinterpretations or misapplications of the evaluation procedure may be submitted to the grievance procedure by the teacher and/or the Association. If it is determined through the grievance procedure that the evaluation procedure has been violated in any way or that the teacher is being non-renewed without JUST CAUSE, the teacher will be deemed reemployed pursuant to the contract sequence article.

3.04 Ohio State Testing

It is specifically agreed that student state test scores shall be used as the forty two and a half percent (42½%) of indicator of a teacher's ability to teach as such test scores are the result of the ability of the student supported by the accumulative efforts of the student, their parents, their teachers, and the school district.

ARTICLE 4 PERSONNEL FILES

- 4.01** The Board agrees that the Superintendent shall maintain the only official personnel file system. The Administration shall be responsible for developing necessary and reasonable rules regarding office employees' access to the system, proper placement of material, and the security of the system in accordance with the provisions of this Article. The Administration shall inform all office employees who may work with this system of all maintenance rules. Further, the Administration shall make necessary provisions to assure that information is maintained with accuracy, relevance, timeliness, completeness, and in accord with this Article. The file regarding any teacher who is going to be non-renewed, or regarding any action against a teacher regarding contracts, the file shall be current and in the Administrative Offices by April 1. All other materials for the personnel files shall be in the employee's files by June 15.
- 4.02** The purpose of this system is to serve as a repository of records that are necessary and relevant to the individual teacher's employment and professional responsibilities.
- 4.03** Access to the personnel file of an individual will be limited to the following: the Teacher, the Superintendent, the Treasurer, the individual teacher's immediate principal or supervisor, and in the case of a transfer, the principal or immediate supervisor for that position.

The personnel file shall be considered confidential; however, the Board shall comply with Ohio Revised Code 149.43. When any individual(s) or agency(ies) or organization(s) makes a request regarding a bargaining unit employee(s) under ORC 149.43, the Board shall assure each of the following conditions:

1. The Board shall immediately issue a written notice to the employee that a request for his/her personnel records has been made. The notice shall contain the name(s) of the individual(s), agency(ies), or organization(s) making the request, the date the request was made, and the specifics of the request. The notice shall include the date and time that the Board shall make the file available to the requesting party, and the employee shall have the right to be present. The employee shall have the right to be accompanied by union representatives. At least three working days notice shall be given to the employee before access to his/her file shall be granted.
2. The Board shall prepare a full set of all documents copied by the party inspecting the employee's files and shall immediately provide, at no cost to the employee, the full set of documents to the employee.
3. At no time shall the Board allow inspection of, or copying, of any medical records, social security numbers, home addresses, trial preparation materials, or other kinds of information specifically protected by statute.

4.04 The teacher shall have access to all personnel information contained in the system within two (2) work days of request. There shall be no charge for access to the system. Except for the Superintendent and the Treasurer, all persons viewing the files shall initial and date each file each time the file is examined.

4.05 Upon request by the teacher, the Administration shall:

- A. Inform of the existence of any personal information in the system.
- B. Permit the member and his/her attorney to inspect all personal information contained in the system.
- C. Inform the teacher regarding the types of uses made of the information, including the identity of users of the information.
- D. Grant the right to be accompanied by a person of his/her choice when examining information contained in the file.
- E. Upon written approval of the member, grant access to the member's attorney or other representative.
- F. Furnish the member with a copy of any information contained in the system.

4.06 The teacher shall have the right to read all information that is to be placed in the file prior to the actual placement and shall indicate that the material has been viewed by placing his/her signature and date on the material. The signing of the material does not indicate that the teacher agrees with the content of the document; furthermore, the teacher shall have the right to respond, in writing, to any material that is to be placed in the system. Said response shall be attached to and shall become part of the document that is to be placed in the system. The response shall be included should disbursal of the original document be made.

4.07 No parent complaints will be placed in the personnel file of a teacher unless:

- A. The allegation is in writing and is signed by the parent.
- B. A conference was held including the parent, teacher, and the principal or immediate supervisor.

- C. The results or findings of the aforementioned conference have been reduced to writing by the immediate supervisor and approved, in writing, by the teacher. Said results of findings shall be attached to the complaint.

- 4.08** No anonymous letters or material will be placed in the system.
- 4.09** No material defamatory to a teacher's conduct, service, character, or personality shall be placed in his/her personnel file.
- 4.10** The teacher shall have the right to dispute the accuracy, relevance, completeness, or timeliness of information contained in the system. The Board must make an immediate investigation as to the appropriateness of the disputed information and immediately notify the teacher of the results of the investigation and the action to be taken. The Board shall remove all information from the system that is no longer timely, cannot be verified, or which is found to be inaccurate, upon request of the employee. If the teacher is not satisfied with the results of the investigation and the action to be taken, Step IV (Arbitration) of the Grievance Procedure may be utilized to resolve the dispute.
- 4.11** Any written record of reprimand or disciplinary action shall be removed from the employee's personnel file after a twenty-four (24) month period, so long as no subsequent disciplinary action has occurred for the same or similar circumstances within the twenty-four (24) month period.

ARTICLE 5 PROFESSIONAL AND ACADEMIC FREEDOM

- 5.01** A professional staff seeks to educate people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of, and respect for, the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere, which is relatively free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.
- 5.02** Academic freedom will be guaranteed to members in order to create in the classroom an atmosphere of freedom which permits students to raise questions dealing with critical issues of the time and which maintains an environment conducive to the study, investigation, presentation, and interpretation of facts which stress the interplay of ideas. The member is responsible for exercising his/her judgment in selecting for discussion those relevant issues, which they may deem to be of value to the maturity and understanding of the students involved. Teachers will be guaranteed full freedom in classroom presentations and discussions and may introduce politically, religiously, or otherwise controversial material, provided only that said material is relevant to the course content. In performing their teaching functions, teachers will be guaranteed full freedom in expressing their personal opinions on all matters relevant to the course content.
- 5.03** Freedom of individual conscience, association, and expression will be encouraged, and fairness in procedures will be observed.
- 5.04** The private life of a teacher is not within the appropriate concern or attention of the Board except as it may directly prevent the teacher from properly performing their assigned functions during the workday.

- 5.05** Teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof will be grounds for any discipline or discrimination with respect to the employment of such teacher providing said activities are not violative of law.

ARTICLE 6
COMPLAINTS AGAINST MEMBERS OF THE BARGAINING UNIT

- 6.01** Communication between the community and the school ideally should be such that most complaints may be resolved through personal conference at the school level. Whenever a complaint, whether orally or written, is made by a student, parent of a student, or any member of the public concerning a teacher's professional conduct, service, or character, the teacher shall be immediately informed of the complaint. The teacher shall meet with the principal concerning any complaint prior to meeting with the complainant(s). The teacher, complainant(s), and the principal shall attempt to resolve the complaint(s). If such conferences do not lead to understanding and resolution of problems involved, a parent may pursue further action only by submitting a complaint against a teacher, which must be submitted in writing and signed by the complainant, to the principal of the school. The principal shall give a copy to the teacher. Likewise, the teacher may request, in writing, to the principal, that such a written complaint must be filed or the matter shall be considered closed. The principal shall give a copy to the parent.
- 6.02** Further action concerning the complaint shall be initiated by the following procedure:
- A. If requested by the complainant or the teacher, a meeting involving the teacher, the principal, and the complainant will be arranged at a mutually convenient time to discuss the complaint.
 - B. If it is not resolved at that level, it may be appealed to the Superintendent.
 - C. If it is still unresolved, it may be appealed to the Board.
- 6.03** In each of the steps above, a teacher may request, and be accompanied by counsel and/or representative of his choosing. Any conference regarding such complaints shall be private.

ARTICLE 7
MEMBER CONTRACT

- 7.01** The member contract and notification of appointment will be issued to members no later than August 1. Said contract will contain the following information:
- A. Name of member.
 - B. Type of contract (limited, continuing, or annual notice of salary).
 - C. School year.
 - D. Statement of salary classification.
 - E. Contract notations.
- 7.02** The following clause will appear in all individual contracts: "The Master Contract negotiated between the Association and Board is herein incorporated by reference. Any argument or dispute will be settled by the provisions established in said Master Contract or by provisions provided by law."

7.03 Limited contracts shall be issued in the following sequence:

- A. A one (1) year contract upon initial employment.
- B. Upon completion of the initial one (1) year contract, the employee shall be given an additional one (1) year contract.
- C. Upon completion of the second one (1) year contract, the employee shall be given a two (2) year contract.
- D. Upon completion of the two (2) year contract, the employee shall be given a three (3) year contract.
- E. Upon completion of the three (3) year contract, the employee shall be given a five (5) year contract. Every subsequent limited contract shall be of five (5) years' duration.

Teachers who qualify for tenure before the expiration of their limited contract will be granted tenure for the next succeeding school year.

7.04 A contract notice will be issued to members after appointment by the Board. Said contract notice will contain the following information:

- A. Name and school.
- B. Certification assignment.
- C. Period of assignment.

7.05 One-Year Contract: for Teachers replacing Teachers on: [15.03 Sabbatical Leave, 15.04 Pregnancy and Maternity Leave, 15.06 Military Leave, 15.08 Leave of Absence, or 15.09 Unpaid Disability Leave/After Exhaustion of Sick Leave.]

Prior to being employed by the Board, the Certificated/Licensed person, the employee shall be informed that the limited contract is for one year. A signed copy of their limited contract will be given to the president of S.P.A.C.T. as verification to the status of the employee.

This provision of issuing these types of limited contracts shall only apply to individuals who are hired to replace an employee on a Sabbatical Leave (15.03), Pregnancy Disability and Maternity Leave (15.04), Military Leave (15.06), Leave of Absence (15.08), or Unpaid Disability Leave/After Exhaustion of Sick Leave (15.09).

A certificated/licensed person being hired to replace a teacher on an approved Sabbatical Leave (15.03), Pregnancy Disability and Maternity Leave (15.04), Military Leave (15.06), Leave of Absence (15.08), or Unpaid Disability Leave/After Exhaustion of Sick Leave (15.09) shall be given a one (1) year limited contract. This contract shall state that it is for one year and shall expire at the end of the school year in which the one year limited contract was issued.

The Board of Education shall cause a notice to be sent to the employee prior to April 30 of that school year informing the employee it is the intent of the Board to allow the limited contract to expire without Board action to non-renew.

The employee and Association agree this provision shall supercede and replace Ohio revised code 3319.11 and 3319.111 and contract language in regards to the Board's obligation to take final action on the limited contract of the employee.

Neither the employee nor the Association shall challenge the Board's decision to allow the contract to expire. The only challenge that can be made is if the Board fails to notify the employee on or before April 30.

The following language will be included on the employee's contract.

"This limited contract shall expire at the end of the designated school year without the Board of Education taking action to non-renew. The Association and the employee understand this contract is for one year. The contract is issued due to an employee being on an approved Sabbatical Leave (15.03), Pregnancy Disability and Maternity Leave (15.04), Military Leave (15.06), Leave of Absence (15.08), or Unpaid Disability Leave/After Exhaustion of Sick Leave (15.09). The Board has no obligation to provide reasons nor can the employee or Association challenge the decision of the Board"

ARTICLE 8 CONTRACT YEAR

- 8.01** The regular contract year for a member of the bargaining unit shall be no more than one hundred eighty-two (182) days and shall consist of the following:
- A. One hundred seventy-eight (178) days when students are in attendance, two (2) parent-teacher conference days, and two (2) teacher in-service days.
 - B. Teachers will not be required to work the following days:
 - Labor Day
 - Election Day (November)
 - Thanksgiving and the day following
 - Christmas
 - New Year's
 - Martin Luther King Day
 - Easter (Good Friday)
- 8.02** The procedures prior to the adoption of the annual school calendar by the Board of Education shall be as follows: The Superintendent shall present the proposed school calendar to the President of the South Point Association of Classroom Teachers at least 15 working days prior to consideration and adoption by the Board of Education. The proposed calendar shall be returned to the Superintendent within 10 working days along with the comments and recommendations of the Association. All comments and recommendations shall be included with the Superintendent's final recommendation to the Board of Education. It is understood that the Board of Education has the final responsibility and authority in the adoption of a school calendar.
- 8.03** The Board adopted calendar shall contain all school days, in-service days, and parent-teacher conference days. Faculty meetings and committees served by teachers on a voluntary basis shall be determined at each building with notice of such meetings given at least two weeks prior to each meeting.

ARTICLE 9
CONTRACT DAY

9.01 Elementary (Grades K-5)

- A. Student's day for elementary shall be 390 minutes.
- B. Student's day for grades K-3 shall be 390 minutes, which must include at least one (1) recess period of fifteen (15) minutes per day. ^{3/}
- C. Teacher's day in K – 5 schools shall consist of no more than 420 minutes scheduled as follows:
 - 1. 315 minutes – student contact time.^{1/2/}
 - 2. 30 minutes – duty free lunch.
 - 3. 15 minutes – before school.
 - 4. 15 minutes – after school.
 - 5. K – 5 teachers shall be granted forty-five (45) minutes of uninterrupted planning time per day for a total of no less than two hundred twenty-five (225) minutes per week.^{2/}

9.02 High School and Middle School (Grades 6-12)

- A. Student's day for high school and middle school shall be 420 minutes which includes:
 - 1. 360 minutes – class time for high school and middle school, which includes movement between classes and homeroom duty time.
 - 2. 30 minutes – lunch.
- B. Teacher's day in the high school and middle school will consist of no more than 420 continuous minutes scheduled as follows:
 - 1. 360 minutes – student contact time.^{1/2/}
 - 2. 30 minutes – duty free lunch (HS).
 - 3. 25 minutes – before school.
 - 4. 5 minutes – after school.
 - 5. High School and Middle school teachers shall be granted forty-five (45) minutes of uninterrupted planning time per day for a total of no less than two hundred twenty-five (225) minutes per week.^{2/}

9.03 In elementary, middle school, and high school, all teachers should share on an equitable basis the responsibility for student supervision during those times which fall within the teacher's day.

9.04 Teachers may be required to remain after the end of their workday without additional compensation not more than one (1) day each month to attend faculty or other professional meetings of not more than sixty (60) minutes' duration. All such meetings will begin no later than fifteen (15) minutes after student dismissal time.

9.05 Teacher's preparation periods will not be used as meetings in developing a handicapped child's Individual Educational Program (IEP) or substitute for an absent teacher. If it becomes necessary for a teacher to attend IEP meetings outside the contract day as

defined in 9.01 and 9.02 of this Article or substitute for absent teachers, the teachers will be compensated for such time at the teacher's regular hourly rate of pay. The teacher's regular hourly rate of pay shall be determined as follows:

Teacher's Regular Annual Salary

Regular Hourly Rate = Days in Contract Year X Hours in Day

- 9.06** Any teacher assigned by his/her immediate supervisor to assume the responsibility for another teacher's students in addition to the students normally assigned to the teacher at that time shall be compensated for such time in accordance with Section 9.05, except in an unanticipated or emergency absence.
- 9.07** The parties agree that the provision of the duty-free 30 minute lunch period is interpreted as meaning the teachers are on their time during lunch, and are free to leave school premises during this 30 minute period and that the Board and District has no liability for workers compensation or other liability for teachers off the premises during this lunch period. Personnel leaving the premises must sign out when leaving and sign in upon returning, or notify the school office when leaving or returning, depending on the past practice in each school. An employee off the school properties on school related business shall not be subject to the provisions of this section.
- 9.08** Community involvement activities outside the school day are voluntary.

9.09 Footnotes

- ^{1/} Student contact: that period of time during the student day in which a teacher has assigned responsibility for a student and/or students and including movement between classes.
- ^{2/} Within the student day and during a full week of school, teachers will be provided individual planning time at the equivalent of five (5) planning periods per week.
- ^{3/} This recess may be unstructured and outdoors as weather permits.

ARTICLE 10
CLASS SIZE

- 10.01** The ratio of teachers to pupils on a district-wide basis shall be in accordance with the State Minimum Standards.

ARTICLE 11
TRANSFERS AND REASSIGNMENTS

11.01 Definitions

- A. A transfer shall be defined as a change in job assignment from one building to another building within the District.
- B. A reassignment shall be defined as a change in job assignment within a building, including changes in grade level and/or subject area.

11.02 Voluntary Teacher Transfer and/or Reassignment

- A. Members, who for various reasons, wish to transfer to another building and/or be reassigned to another department and/or grade level, will be eligible to request, and be considered for, such move after putting the dated request in writing and submitting the request to the Principal (for reassignment) or the Superintendent (for transfer to another building.)
- B. Members requesting transfers will not be limited to a minimum number of applicants, but offer and acceptance will automatically not eliminate those interested from further consideration for the current year. Members may revoke any or all requests prior to time to transfer execution. Such a request will be kept active indefinitely until the member removes it or the member receives the position.
- C. No new member will receive a specific position assignment until all transfer requests have been reviewed and considered. All transfer requests will have been reviewed and considered by June 1.

11.03 Involuntary Transfer (Principal and Administration Initiated)

Involuntary transfer refers to administration-initiated transfers, which the member declines. Said member is to be treated as follows:

- A. The principal will identify any problem and discuss such problem with the member involved.
- B. Constructive steps to resolve the problem must be taken.
- C. Within four (4) weeks after problem identification, a second conference between the member and the principal must be held for purposes of re-appraising the situation.
- D. If progress toward overcoming the problem is not satisfactory, the principal may request the advice and/or participation of the School Faculty Council in further resolving the problem. Every reasonable attempt to remedy the problem will be made.
- E. The concerned member will be granted an interview with the designated officer, who will reduce to writing the reasons for transfer and date-sign it.
- F. If transfer is to be made during the course of the school year, the concerned member will be notified in writing thirty (30) days prior to the anticipated date of the transfer.
- G. If a transfer is to be made between school years, the concerned member will be informed in writing by April 30, and, if suitable openings exist, will be transferred by June 15.
- H. The member has the right to file a grievance if they do not agree with the reasons for the transfer, and said transfer cannot be executed either temporarily or permanently before the grievance is settled in all finality.

- I. At any step previously mentioned, the member will have the right to representation and/or counsel.
- J. Members subject to involuntary transfer will be offered a choice of available assignments for which they qualify at the time the assignment is made.

11.04 Posting of Jobs

The Board of Education agrees to make available through the office of the Superintendent or the office of the Treasurer, notification of all job openings for vacated positions, newly created positions, and openings for all positions whether created or vacated. All jobs will be posted for five (5) working days. During the summer, postings will-be sent via e-mail.

All job postings shall include the following information:

- A. position title
- B. subject area and grade level
- C. licensing/certification requirement
- D. title of immediate supervisor
- E. the location of the vacancy (building)
- F. date of posting and last date to apply for position

11.05 No Board action shall be required on any member's request for reassignment.

11.06 In the event of summer reassignment, the bargaining unit member shall be provided notice by August 1 except when impracticable. If a decrease in enrollment or an emergency situation necessitates a reassignment during the school year, no prior notification shall be required.

11.07 Any bargaining unit member denied a request for voluntary transfer or voluntary reassignment may request a conference with the principal at which time the employee shall be given specific reasons for the transfer or reassignment denial. If the employee is not satisfied with or does not believe the rationale is appropriate he/she may immediately request and shall be provided a conference with the superintendent to discuss the denial, the reasons for the denial and/or to request action by the superintendent to grant the transfer or reassignment. If the employee is not satisfied with the results of the meeting with the superintendent he/she shall have the right to file a Level III grievance within twenty-five (25) workdays of the conference with the superintendent and the grievance shall proceed from that point in accordance with Article 2 Grievance Procedure.

**ARTICLE 12
SUBSTITUTES**

12.01 No substitute teacher will be utilized to evaluate other teachers.

12.02 Substitute teachers shall, when possible, be hired whenever a classroom teacher is absent.

12.03 The Board shall provide substitute teachers for the supervision of special classes during the time(s) the teachers regularly scheduled for these classes are preparing IEP's or testing for IEP's at the rate of one (1) day for every four students. In the fall and spring teachers will receive one (1) additional day to finish IEP's. Additional time will be provided for late enrollees or additional referrals on an as needed basis.

ARTICLE 13
STUDENT TEACHER SUPERVISION

13.01 The Association shall cooperate with the training experience of potential teachers, commonly referred to as "student teaching", in accordance with the provisions herein stated.

13.02 The Board shall accept student teachers from teacher training institutions willing to agree to the following provisions of this policy.

13.03 Administrative Guidelines

- A. The Superintendent of Schools shall be the Board designated representative in establishing all arrangements for student teachers from cooperating institutions in accordance with the provisions of this policy.
- B. The number, placement, and period of time in which student teachers shall be assigned to the school district shall be determined prior to acceptance of any student teachers from a teacher training institution.
- C. Student teachers shall be expected to abide by all Board policies.
- D. Violation of Board policy and reasonable rules and regulations of administrative procedure shall be reason for termination of a training experience for a student teacher.
- E. Financial remuneration, chits, or other form of compensation for student teacher placement in the district provided for by the teacher training institution shall be determined between the Superintendent, Association, and each teacher training institution in advance of placement of student teachers in the South Point Local School District.
- F. No discrimination shall be employed related to student teachers by the teacher training institution or the South Point Local School District related to sex, color, or religion.
- G. Objectives of the teacher training institutions for the student teacher program shall be on file with the Superintendent of the South Point Local School District prior to placement of any student teacher in the South Point Local School District.
- H. Objectives may be added for student teachers by the Administration of the South Point Local School District or cooperating teachers in the system.

- I. Provisions shall be made for periodic program evaluations of student teachers including input from the local cooperating teacher with the training institution.
- J. Student teachers assigned to the South Point Local School District shall be completely assigned for the designated period of time with no additional classroom assignments at the teacher training institution during the normal school day.
- K. A written memorandum of understanding shall be signed by the Superintendent of the South Point School District and the teacher training institution to the policy governing student teacher supervision.

13.04 Cooperating Teacher Guidelines

- A. Cooperating teachers shall be full-time teachers employed in the South Point Local School District.
- B. Cooperating teachers shall have a minimum of three (3) years teaching experience, of which at least two (2) shall be in the South Point School District, and shall possess a Bachelor's Degree and regular certification/license from the State Department of Education in the field for which they are teaching and in which area they will be cooperating with a student teacher.
- C. Exceptions can be made by the Administration of the South Point School District for new teachers to the district who have been previous cooperating teachers or who have accumulated additional years of teaching experience outside the South Point School District.
- D. Teachers with a Master's Degree in their teaching field and one (1) year of teaching experience can also be considered as a cooperating teacher.
- E. Prior to acceptance of student teachers, the faculty of any given building will be notified of availability of student teachers and shall have an opportunity to participate as a cooperating teacher if deemed eligible.
- F. All members of the instructional staff of the South Point Local School District eligible to act as a cooperating teacher shall be encouraged to participate periodically in this program as a means of promoting and improving the educational profession.
- G. A cooperating teacher shall be assigned no more than one (1) student teacher at any given period during the school year, and no more than two (2) student teachers in one school year.

13.05 Student Teacher Guidelines

- A. A student teacher shall be assigned to one (1) cooperating teacher.
- B. A student teacher shall observe classroom procedures and techniques as determined by the cooperating teacher and directives of the teacher training institutions before performing actual teaching duties.
- C. Student teachers will not be at school during a work stoppage.

- D. Student teachers shall be responsible to the cooperating teacher, the building principal, and such persons as designated by the Superintendent of the South Point School District.
- E. Student teachers shall be responsible to abide by the information and policies as set forth.

ARTICLE 14
STUDENT DISCIPLINE AND TEACHER PROTECTION

- 14.01** The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular student requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, or whenever it appears that the presence of a particular student in the class will impede the education of the balance of the class because of disruptions caused by said student, the Board will relieve the teacher of responsibilities with respect to said student.
- 14.02** A teacher may exclude a student from one class if the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing. The student shall not be returned to class until consultation by the principal with the teacher.
- 14.03** The Board, in conjunction with the Association, shall promulgate rules and regulations setting forth the procedures to be utilized in disciplining, suspending, or expelling students for misbehavior. Such rules and regulations shall be distributed to students, teachers, and parents at the commencement of each school year.
- 14.04** Any case of assault and/or battery upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and/or judicial authorities.
- 14.05** Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- 14.06** The Board will reimburse student assaulted teachers for any loss, damage, or destruction of clothing or personal property of the teacher while on duty.
- 14.07** No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned.
- 14.08** Persons employed or engaged as teachers, principals, or administrators in a school, whether public or private, may, within the scope of their employment, use and apply such amount of force and restraint as is reasonable and necessary to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon the person or with the control of the pupil, for the purpose of self-defense, or for the protection of persons or property.

14.09 The Board shall be responsible to make every reasonable effort to maintain conditions of employment that are free of hazards and weapons that are causing or likely to cause accident, injury or illness to employees. The Board shall make it unlawful for any student to have or use on any school property any weapon, including but not limited to knives, razors, ice picks, firearms, etc.

The Board shall have any student who has any such weapon in his or her possession or in a desk or locker arrested and charges will be filed against the student in either the juvenile court, South Point Village Police Department or the Sheriff's Department.

A student at school or attending a school sponsored event having a weapon (as defined above) in his or her possession will be referred to the administration for appropriate action, which may include suspension or expulsion.

Any teacher who is threatened or inflicted with any injury to self or another will immediately refer the student(s) to the superintendent for appropriate action, which may include suspension or expulsions.

There shall be no reprisals, restraints, interference, coercion, or discrimination against an employee for referring any students to the administration for action due to weapons possession, threats or actual usage.

ARTICLE 15 **LEAVES**

15.01 Sick Leave

- A. Each full time certified employee will receive fifteen (15) days sick leave per year at the rate of 1 ¼ days per month for twelve (12) months.
- B. Each part-time employee will receive 1 ¼ days sick leave for each completed month or fraction thereof of service.
- C. New employees will be granted fifteen (15) days of sick leave credit with the effective date of their first contract. After one (1) year of service has elapsed, they will be entitled to receive 1 ¼ days for each additional month of service for a maximum of fifteen (15) days per year after the first year.
- D. Maximum accumulation of sick leave days shall be unlimited.
- E. New employees will receive credit for sick leave and years of experience accumulated in another public school district or public agency in Ohio. It will be the responsibility of the new employee to supply the Treasurer with certified accumulated sick leave and years of experience from the former employer.
- F. Sick leave days may be used to cover absence for personal illness, injury, exposure to contagious disease which could be communicated to other employees, and for illness or death in the immediate family.

Use of sick leave due to death in the immediate family shall be reasonable according to the particular circumstances of the employee. (Consideration shall

be given to location of the funeral, relationship of employee with the deceased, family assistance that is necessary, and other similar circumstances.)

- G. Employee's immediate family for this policy shall include: spouse, children, father, mother, brother, sister, in-laws, aunts, uncles, nieces, nephews, grandparents, grandchildren or other persons who have assumed a similar position regardless of residence.
- H. Teachers granted such leave shall be replaced by a substitute according to the Board-adopted policy.
- I. The Board will pay a bargaining unit member at the rate of substitute pay +\$15 for any unused sick leave day, up to a maximum of the 15 days earned each year. The bargaining unit member must have and maintain a 150-day sick leave balance minimum before he/she can sell back-unused sick leave days. If the bargaining unit member has and maintains a 150-day sick leave balance minimum, he/she has the option of adding the unused sick leave days to his/her accumulation or accepting the buy-out option.

If a bargaining unit member has not reached the maximum accumulation of sick leave days allowed by this agreement, the member will add the unused sick leave days to his/her accumulation.

It will be the treasurer's office responsibility to provide forms by the end of April for the bargaining unit member to fill out indicating what they want done with unused sick leave and/or personal days for the school year.

Payment will be made with the first paycheck in July, unless a teacher is retiring and then it will be paid with his/her final check.

J. **Sick Leave Days Donation**

Bargaining unit employees may voluntarily donate sick leave days from their individual accumulation to another bargaining unit employee who has suffered a severe personal medical hardship (catastrophic illness, serious accident or serious long-term illness of the bargaining unit employee) and is in need of additional days to meet pay periods or disability approval.

The employee who has suffered the medical hardship shall notify the Association President of his/her desire to request sick leave day donation. Upon such notice, and if the request is due to a reason as defined above and confirmation has been obtained from the Treasurer as to the status of sick leave accumulation of that employee a notice shall then be issued and distributed to the employees by the Association President.

Any employee who chooses to voluntarily donate day(s) to the individual shall notify the treasurer in writing within 10 days of the notice.

The parties agree that the donation of days and the individual donor(s) shall be confidential and the recipient shall only receive notice of the total number of donated days for his/her usage.

No donor shall be permitted to contribute more than 15 days per year. One day donated shall count as one day received and shall not take into consideration any pay difference for purposes of this provision.

SPACT members who notify the treasurer they are donating day(s) shall be placed on a continuous alphabetical rotation for the usage of the donated days. In the event the employee no longer needs the days due to conversion to disability or due to death, resignation, retirement or return to work or other reasons, the remaining days on the rotation list shall be returned to the sick leave accumulation of the donor. Each successive donor situation shall commence on a continuous alphabetical basis starting at the point where the previous donor situation ended.

Certified Administrative employees will be included in this section dealing with Sick Leave Days Donation.

Donated sick leave days will not count against the employee when they sell back unused sick leave days.

An employee can only request Sick Leave Donation two times. Any use of the Sick Leave Donation since the employee's date of hire counts towards the two allowed requests.

In the event that an employee is using Sick Leave Donation and another form requesting days is passed out this would not count as a second use.

15.02 Professional Leave - Teacher Request

Bargaining unit members shall be granted two professional days during the school year under the following criteria:

The information and/or skills will be shared if applicable with at least five (5) other teachers. If the information is grade-level appropriate, the information will be shared with all teachers at that grade level. If the information is applicable to all grades, all teachers at the building should receive the information. Principals should be informed of the teacher's plans for this sharing of information prior to approval. Requests must be made at least two (2) weeks in advance, in writing, and the conference, meeting, convention and seminar topics must be appropriate to the teacher's duties or are skill enhancing.

The Superintendent can restrict use of employee requested professional leave to three (3) teachers per building off on any given day. The employees will be given the day off on a first come/first submitted basis.

Expenses

- a. When a bargaining unit member takes professional leave at his/her request or initiation the Board shall pay the first \$200 towards the conference. The \$200 shall be used to cover registration, meals, lodging, mileage at IRS rate per mile, etc. The Board shall pay a maximum of \$45.00 per day for meal expenses, unrestricted; however, such reimbursement shall be in accordance with the presentation of appropriate itemized receipts.

Professional Leave - Administrative Request (Assignment)

The Board shall have the right to request an employee to attend a professional conference or seminar under the following criteria:

The meeting attendance shall be in accordance with the employee's regular work day.

All expenses shall be paid by the Board within certain limits. The Board shall pay the entire cost of registration fees, per night hotel expenditures at the meeting/conference location, and \$45.00 per day for meal expenses, unrestricted; however, such reimbursement shall be in accordance with the presentation of appropriate itemized receipts and mileage at IRS rate per mile.

The Principal at each building will ask for volunteers and rotate teachers being assigned Administrative Request Professional Leave when possible. All teachers should be considered and have an equal opportunity for this leave.

15.03 Sabbatical Leave

The Board hereby provides sabbatical leave to members of the instructional staff according to the provisions herein stated and in keeping with the provisions of the Ohio Revised Code, Section 3319.131.

A member of the instructional staff, upon written request to the Board, may be granted a leave of absence with part pay and full fringe benefits for up to one (1) school year.*

- A. A member of the instructional staff shall have had five (5) years educational experience in the system.*
- B. A plan of professional improvement during the period the sabbatical is requested shall be furnished.*
- C. The part salary shall be the difference between the employee's regular salary and the cost of a substitute.*
- D. No more than 5% of the instructional staff shall be granted sabbatical at one time.
- E. The Board shall arrange a substitute for instructional staff members on sabbatical according to the Board Policy governing substitute teachers.
- F. Additional sabbaticals should be made available to members of the instructional staff after completion of five (5) additional years teaching experience.
- G. Members of the instructional staff returning from sabbatical shall be returned to the same assignment held prior to such leave.
- H. A year of sabbatical leave shall count as a year of credit for placement on the salary schedule.

*Maximum provisions of ORC §3319.131.

15.04 Pregnancy Disability and Maternity Leave

A. Pregnancy Disability Leave

1. Leave Rights

Teachers may use sick leave or advancements thereof for absence due to disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom (hereafter collectively referred to as pregnancy), and for absence due to disability caused or contributed to by pregnancy in the employee's immediate family. As used herein, "immediate family" shall include only the employee's wife and children, by blood, marriage, or adoption, whether or not residing in the employee's household. Teachers for whom sufficient sick leave is not available to cover the period of disability due to pregnancy shall be entitled to unpaid leave of absence or FMLA, if eligible, for that portion of the period of disability not covered by sick leave.

2. Application for Leave

Applications for leave of absence due to disability caused or contributed to by pregnancy, whether paid sick leave or leave without pay, shall be in writing, shall contain a statement of the beginning and ending dates of the period of absence, and shall have attached thereto a statement by the employee's attending physician giving the physician's name and address; the dates consulted; and the physician's opinion, based upon the employee's physical condition, of the beginning and ending dates of the period of disability. Such application may be amended as to the anticipated beginning and ending dates of disability at any time, whether before or after the commencement of the leave, based upon changes in the employee's condition, by the filing of an amended application and statement of the employee's attending physician. Such application for leave and any amendments thereto shall be approved and granted by the employer. Applications for use of sick leave for absence due to disability caused or contributed to by pregnancy in the employee's immediate family shall be on the sick leave forms heretofore prescribed by the employer.

3. Time for Filing Application

Application for leave due to disability caused or contributed to by pregnancy should be made prior to the thirtieth (30th) day before the beginning date of the absence due to disability but the employee's failure to make a timely application shall not be grounds for denying the approval of leave, or the use of accumulated sick leave, or any other right or privilege provided by this policy.

4. Rights While On Leave

Teachers on leave due to disability caused or contributed to by pregnancy shall be entitled to use sick leave while on such leave; shall continue to be credited with sick leave at the statutory rate; shall be recognized as full-time employees and treated as such for all fringe benefit purposes and the employer shall continue to make all contributions on their behalf during the period of disability leave; and shall be entitled to reinstatement at the expiration of the period of disability to the same class assignment, teaching assignment, building assignment, and supplemental duty assignment, if any, as held immediately prior to the disability leave.

5. Contract Rights

The anticipated disability caused or contributed to by pregnancy, or the anticipated additional expense to the employer for sick leave pay, fringe benefits, substitute teachers pay, etc., or any other factor pertaining to the condition of maternity or to pregnancy, miscarriage, abortion, childbirth, and recovery therefrom shall not be grounds for terminations, nonrenewal or failure to issue any limited or continuing contract, whether for regular teaching duties, supplemental duties, or administrative duties.

B. Maternity Leave

1. Leave Rights

In addition to the Pregnancy Disability Leave provided in Part A, a teacher who is pregnant or adopting a child less than one (1) year of age shall be entitled to a leave of absence without pay for maternity reasons to begin at any time between (a) commencement of pregnancy, or in the case of adoption, the receipt of custody, and (b) one (1) year after the child is born or adopted. Such leave shall be for any period up to one (1) school year and may be extended for up to two (2) additional school years upon application for extension.

2. Application for Leave

Applications for maternity leave shall be in writing, and shall contain a statement of the expected date of birth, or in the case of adoption, the date of obtaining custody, the date on which the leave of absence is to commence, and the date the teacher anticipates return to service. Such return date shall coincide with the commencement of a grading period. Applications for maternity leave shall be granted by the employer.

3. Time for Filing Application

Application for maternity leave prior to childbirth should be made prior to the thirtieth (30th) day before the beginning date of the maternity leave. Application for maternity leave for the period beginning with the expiration of a period of disability, or for maternity leave related to adoption should be made prior to the thirtieth (30th) day before the beginning date of the leave. The employee's failure to make a timely application shall not be grounds for denying the approval of maternity leave.

4. Rights While on Leave

Teachers on maternity leave, whether before or after the period of disability caused or contributed to by pregnancy shall continue to be credited with sick leave at the statutory rate and shall be recognized as full-time employees and treated as such for all fringe benefit purposes, except for personal days, and the employer shall continue to make contributions on their behalf during the period of approved leave. Teachers on maternity leave effective prior to the period of disability caused or contributed to by pregnancy shall not be entitled to the use of sick leave for the period of disability caused or contributed to by pregnancy when such period of disability immediately follows the period of maternity leave. Teachers on approved maternity leave to become effective at the termination of

the period of disability caused or contributed to by pregnancy shall be entitled to use sick leave during the period of disability as provided in part A. Sick leave may not be used during maternity leave.

5. Reinstatement Rights

Upon return from approved maternity leave at the time set forth in the application for leave, the teacher shall be entitled to reinstatement to the same position which she held prior to the leave, or if that position is no longer in existence, to a substantially equivalent position for which the teacher holds valid unexpired certification. If the teacher desires to return to active service prior to the stated date of the application for leave, the teacher shall notify the Superintendent in writing that an early return to service is requested, and the date upon which the teacher shall return. The teacher shall be assigned to the same or a substantially equivalent position for which she is qualified not later than the commencement of the next grading period. At the expiration of the leave period as originally granted, the teacher shall be entitled to reinstatement on the same terms and conditions as though she returned from leave at the time set forth in the application.

Contract Rights

No factor pertaining to the condition of maternity, or to pregnancy, miscarriage, abortion, childbirth, and recovery therefrom shall be grounds for the termination, non-renewal, or failure to issue any limited or continuing contract, whether for regular teaching duties, supplemental duties, or administrative duties.

15.05 Personal Leave

At the beginning of each school year, each certified employee shall be credited with three (3) unrestricted personal leave days.

Any personal leave day not used during the year shall be converted to sick leave at the end of the contract year, or, at the option of the employee, may be paid at the substitute rate of pay plus \$15.00. Written notice of the option to receive such payment must be filed with the Treasurer by May 15. Payment will be received by the first check in July.

Any individual planning to use such leave shall notify his/her immediate supervisor of such intent as soon in advance as possible. The Board can restrict use of personal leave to three (3) persons per building off on any given day. The employees will be given the day off on a first come – first submitted basis.

One Personal leave day may be used in ½ day increments, upon the employee making the request twenty-four (24) hours in advance, except for emergencies. Classroom teachers who are granted such leave will be replaced by a substitute according to the Board Policy.

15.06 Military Leave

Any member of the instructional staff who is required to accept military service in the time of national emergency, or who is called to active duty in the armed services, or who enlists in a branch of the armed services shall be granted unpaid leave of absence. During such leave, said member of the instructional staff shall be considered as if he has been performing assigned duties by the Board and granted full-time in determining seniority or establishing placement on the salary schedule upon return from such service.

Said member must make application with the Board within one (1) year of his discharge and shall be employed at the beginning of the next semester following the member's letter of application.

15.07 Jury/Subpoena Duty Leave

When it becomes necessary for a teacher to accept jury duty, or is legally subpoenaed to court for reasons related to their employment with the district, the teacher shall be paid the difference between his jury pay and his regular salary for the number of days involved. Such leave shall not be deducted from any other type of leave.

When granted such leave, the teacher will be replaced by a qualified substitute according to board-adopted policy.

15.08 Leave of Absence

The Board will hereby grant an employee a maximum of one (1) year's leave of absence without pay upon prior or advance written request by a member of the instructional staff. Such leave may be extended by the Board upon written request of the employee, being within the discretion of the Board. All such leaves shall be for one school year or the remainder of one school year.

Members of the instructional staff on such leave shall be carried on the roll of Board employees and shall receive insurance at employee's expense to the extent permitted by the insurance contract, payable by certified check in advance of payment.

Upon return from such leave, as granted in this section, an employee returning within one (1) year shall be given his/her same assignment held prior to taking such leave. An employee returning from leave, granted in this section, after one (1) year from the beginning of the leave, may be given his/her same assignment held prior to taking such leave, depending upon availability. Upon an employee requesting a leave under this section, the employee shall waive the right to receive any contribution from the Board toward retirement during the period of the leave.

For purposes of seniority, said member of the instructional staff will be considered as having performed his/her normal duties during the period of leave.

Transfer and promotions upon return from such leave shall be subject to the provisions of the negotiated agreement.

Leaves of absence may not be taken for the purpose of obtaining or fulfilling other employment. No employee shall be employed elsewhere, while on leave of absence, without permission of the Board.

Use of this leave shall be granted one time only during the life of employment.

15.09 Unpaid Disability Leave/After Exhaustion of Sick Leave

- A. If a teacher is ill or disabled and has exhausted his/her accumulated sick leave, and is not entitled to further advancement of sick leave under Board policies, such teacher is entitled to a leave of absence without pay for a period of not more than two (2) years. This leave may be renewed at the discretion of the Board of Education.
- B. If the need for unpaid disability leave extends beyond ten (10) days, appropriate medical verification from a licensed physician of the need for the leave shall be provided to the employer.
- C. This leave shall be granted upon prior written request, with the proper verification. If the verification does not specify a particular ending time, then the Employer shall be given notice prior to return. If the leave was for less than thirty (30) days, notice shall be according to the Handbook. If the leave extends beyond thirty (30) days, then the notice time shall be five (5) days.
- D. Any such leave, which is granted for a specified time, for less than two (2) consecutive years, can be extended, but only upon prior written request, with proper verification, for a cumulative total leave of two (2) years.
- E. Prior to an employee returning to work from such leave, which has extended beyond thirty (30) days, the employee shall provide the employer with a physician's statement verifying that the employee is physically and/or mentally fit to return to work on that date. The employer has the right to have an independent examination to verify that the employee is ready to return, being at the Board's expense.
- F. A teacher who is physically or mentally disabled may be placed on leave involuntarily by the employing Board of Education. In such circumstances, the teacher is entitled to a hearing on the granting or renewal of involuntary leave in accordance with the procedures established in Ohio Revised Code Section 3319.16.
- G. An employee on unpaid disability leave after exhaustion of sick leave shall receive all rights and benefits from the date of the beginning of said leave for a period of thirty (30) days and through the end of the month in which the thirty (30) day period ends. Subsequent to this date, the employee shall have the right to maintain health insurance benefits through the employer at the employee's expense, with payments being made monthly in advance. The employee shall continue to maintain District seniority, but shall not receive any further rights or benefits, including but not limited to, accumulation of time for advancement on the salary scale, accumulation of sick leave, or any other fringe benefits.

15.10 Reinstatement Rights

Upon an employee returning from any type of a leave of absence, set forth in this Article, the employee's right to reinstatement to the prior position that was held shall be subject to the administrator's right to assign employees within the building.

Upon an employee returning from a leave which exceeded one (1) year, any rights to reinstatement to that position shall be subject to the need of the District to fill the position, and thus, the availability of that particular position.

15.11 Any employee absent from work without prior approval and not on an approved leave shall be considered absent without approved leave, and thus subject to disciplinary action.

15.12 Family and Medical Leave

The Family and Medical Leave Act of 1993 (FMLA) is Federal Law.

This leave does not have to be used simultaneously with sick leave.

The employer uses a rolling year for establishing the twelve (12) weeks of FMLA, from the date of request going back twelve (12) months to establish eligibility and forward from the date of application for FMLA for usage of the twelve (12) weeks.

ARTICLE 16
SEVERANCE PAY- RETIREMENT/DEATH BENEFIT

16.01 The South Point Local Board of Education shall grant severance pay in the amount to be determined by multiplying the daily rate of the teacher's pay at retirement by fifty percent (50%) of the number of unused sick leave days, to a maximum of two hundred twenty-five (225) days of unused sick leave or teachers may take twenty-five (25%) of total unused sick leave days, whichever is the greatest severance pay.

For employees hired after July 1, 2009, the South Point Local Board of Education shall grant severance pay in the amount to be determined by Multiplying the daily rate of the teacher's pay at retirement by fifty percent (50%) of the number of unused sick leave days, to a maximum of two hundred (200) days of unused sick leave.

16.02 For employees hired after July 1, 2009, a teacher must have been employed by the South Point Board of Education ten (10) years immediately prior to retirement, and must have applied for and have been accepted for retirement from either the State Teachers Retirement System or the School Employees Retirement System (Ohio).

16.03 Severance Pay Options

Severance must be taken at the time of retirement as set forth below.

1. Lump Sum: One Check
Severance plus balance of Contract
2. Two Checks:
Paid two weeks apart:
One check Severance and One check Balance of Contract
3. Balance of Contract Plus Severance:
Pay Balance of Contract over the summer.
Severance can be paid any time during the summer with a schedule pay or first pay in September.

16.04 Deceased Employee - Death Benefit

The South Point Local Board of Education shall pay a death benefit in the amount to be determined by multiplying the daily rate of the teacher's pay at the time of death by twenty-five percent (25 %) of the number of unused sick leave days, to a maximum of two hundred (200) days.

A teacher must have been employed by the South Point Board of Education ten (10) years immediately prior to death.

The death benefit will be paid to the Personal Representative designation of which is on file in the Board Office, Executor, and/or Estate.

ARTICLE 17 INSURANCE

17.01 Group Life Insurance

The Board shall purchase, from a carrier licensed by the State of Ohio, group term life insurance for each certificated employee equal to \$30,000. The full cost of this program and any increases thereof shall be paid by the Board. The employee shall have the option to purchase up to 1 ½ times of annual income on payroll deduction.

17.02 Health Insurance

The Board shall provide a health insurance plan substantially similar to the current plan in effect on the signing of this agreement.

Anyone employed after July 1, 2002, who elects to carry the district's health insurance plan will pay 20% of the premium for single coverage or 20% of the premium for family coverage.

The board shall pay 100% of the single premium for persons employed by the District before July 1, 2002.

Any employee hired before July 1, 2002, can switch from the Family Medical Plan to the Single Medical Plan without incurring any cost. The employees will be "Grand Fathered" under the current contract and the board shall pay 100% of the single premium cost.

All persons employed before July 1, 2002, who elect a change in insurance coverage after September 1, 2002, shall pay 20% of the family plan.

If husband and wife both are District employees before July 1, 2002, they shall be covered with the family plan, paid 100% by the District.

The Board will provide a "125 plan" for use by employees as is currently in effect. The amount of money that can be set-aside under the AFLAC 125 plan will be \$3000.

The South Point Board of Education reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially similar to the conventional insurance coverage in effect immediately prior to this Agreement. Such changes may include, but are not limited to,

mandatory second opinions for elective surgery, pre-admission and continuing admission review, preferred provider provisions, prohibition on weekend admissions except in emergency situations, and mandatory outpatient elective surgery for certain designated surgical procedures.

- A. The Board will continue to provide substantially similar dental/optical insurance coverage as is currently provided for each bargaining unit member at 100% paid.

The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Board, nor shall such failure be considered a breach by the Board of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Board, bargaining unit member or beneficiary of any bargaining unit member.

The Board shall purchase from a carrier licensed by the State of Ohio group term life insurance for each bargaining unit member equal to \$30,000, provided that said insurance is available for each bargaining unit member pursuant to the conditions set by the insurance provider. A member shall have the option of purchasing additional insurance at his/her own expense pursuant to the limits set by the insurance provider.

The Board shall only be required to provide insurance coverage for those employees on active pay status. However, employees on approved leaves of absence without pay shall have conversion rights, at the employee's expense.

Insurance coverage(s) shall be continued for a bargaining unit member:

- A. On leave covered by accumulated sick leave.
- B. On non-FMLA leave not covered by any accumulated sick leave upon his/her payment of the premium. Said premiums will be payable at the beginning of each month at the office of the Treasurer.
- C. Members on FMLA are eligible for 12 weeks of insurance coverage.

17.03 Dental and Vision Insurance

Effective January 1, 1996, the Board shall provide dental and vision insurance to bargaining unit employees by implementing a plan equal or similar thereto to the Delta Dental Plan C and the Vision Services Plan C.

The Board shall pay at a maximum the cost for single coverage during the term of this agreement. A bargaining unit employee may elect to add the family plan coverage at the group enrollment rate by paying all costs over the single coverage rates paid by the Board.

Two (2) married bargaining unit employees may elect a family plan under one designated employee, and the Board will pay at the maximum the amount equal to the cost of coverage of two (2) single plans, and the employees will pay the difference between that amount and the family rate.

The Board provided 125 Plan will incorporate dental and vision if the plan permits.

17.04 Copy of Certificate of Insurance

- A. The Board shall provide to the Association one (1) copy of each signed contract and certificate of insurance entered into between the board and the insurance company(ies) which shall provide the benefits specified in this Contract.
- B. Copies of contracts and certificates of insurance which are affected by the Contract subsequently entered into by the Board shall be provided to the Association.

17.05 As amendments and/or changes in insurance coverages or carriers are received by the Board, the Association shall receive a copy thereof.

17.06 Right to Change Coverage Status

A member of the bargaining unit may change the coverage status (single or family) effective the first (1st) of any subsequent month, subject to the rules and regulations of the carrier.

17.07 Prior to any change of benefits or carriers, the Association will be notified and be given an opportunity to provide input.

17.08 The South Point Board of Education will pay \$600 per year to any employee who elects not to participate in the medical insurance coverage due to coverage by another insurance plan. This will be paid in two checks of \$300 each. The first check will be paid no later than the second payday in December of each year and the second check no later than the second payday in June of each year.

SPECIAL ENROLLMENT – If an eligible employee declines coverage but subsequently loses coverage under the other health plan and makes application for coverage hereunder within thirty (30) days of the loss, such individual shall be a Special Enrollee provided such person’s coverage was terminated as a result of loss of eligibility for the coverage (including as a result of legal separation, divorce, death, termination of employment or reduction in the number of hours of employment) or employer contributions toward such coverage was terminated. If a special enrollment application is accepted, the proposed payment will cease.

If husband and wife both are District employees, they shall be exempt from above proposal.

ARTICLE 18
RESIDENT EDUCATOR PROGRAM

18.01 The following objectives and activities are to provide the South Point Local Schools with a comprehensive and effective Resident Educator Program. This program will satisfy Ohio Administrative Code 3301-24 (which includes 3301-24-02 and 3301-24-04 and 3301-24-05) by having a written program on file, and, of course, implementation of this mandated program will enhance the quality of our instructional efforts for all students in our district.

18.02 Resident Educator Roles and Responsibilities



Ohio Resident Educator Program Roles & Requirements

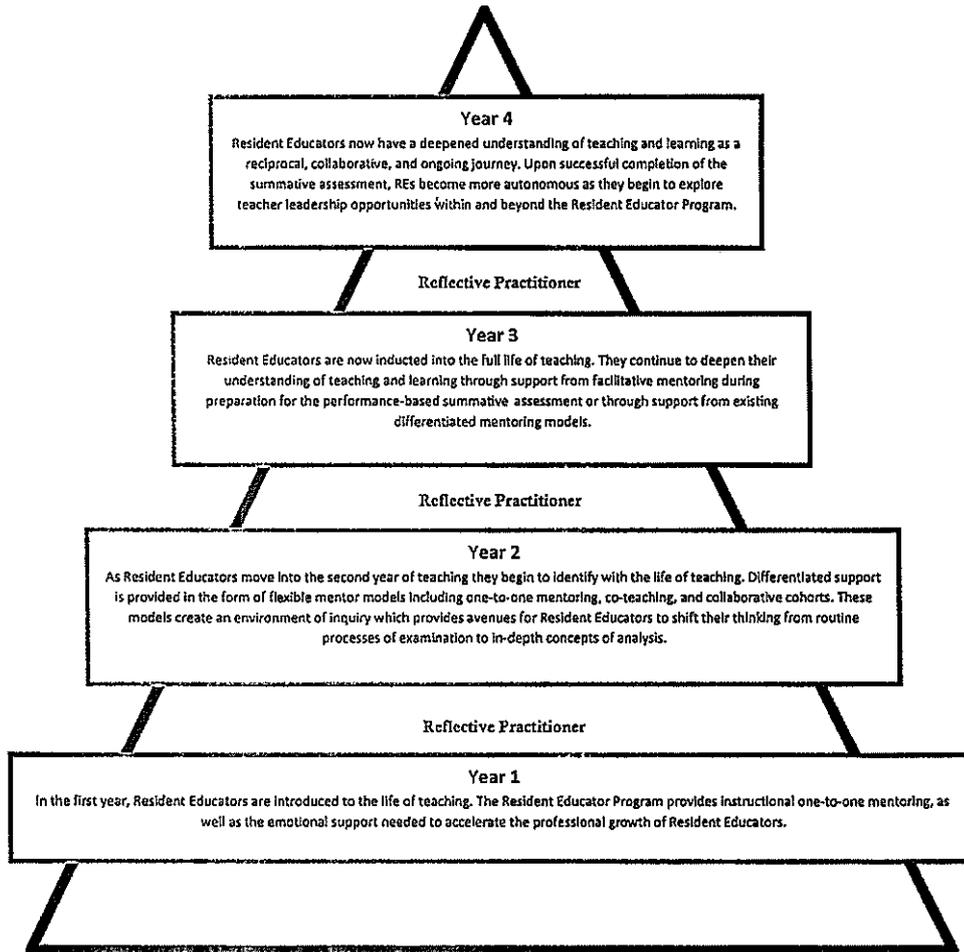
| Role: Mentor | | | |
|---|--|--|--|
| General requirements for each year: | | | |
| Summer-Fall | | Winter-Spring | |
| <ul style="list-style-type: none"> New mentors: attend required state mentor training: <ul style="list-style-type: none"> Instructional Mentoring (IM) Resident Educator-1 (RE-1) Current state certified mentors may attend optional advanced mentor training | | <ul style="list-style-type: none"> Mid-year goal review Annual Formative Progress Review (FPR) with program coordinator and RE | |
| Lead and facilitate professional development with REs Use state-designed formative assessment tools, protocols, and processes Document REs' on-going progress | | | |
| Requirements for supporting Resident Educators Years 1-4: | | | |
| Year 1 | Year 2 | Year 3 | |
| Work 1:1 with assigned RE(s) | Work with assigned RE(s) in 1:1, cohort, co-teaching, or a combination setting | REs taking RESA | REs not taking RESA |
| Follow Year 1 Timeline of Best Practices | Follow Year 2 Timeline of Best Practices | Mentors may be trained and serve as RESA facilitators (locally determined) | Follow Year 3 Timeline of Best Practices |
| Minimum 1 hour or 1 planning period per week (locally determined) | 3-4 hours per month (locally determined) | | 3-4 hours per month (locally determined) |
| It is possible that a mentor may never work directly with a Year 3 RE, but would continue to cycle through mentoring Year 1 and/or Year 2 REs (locally determined). | | | |
| Role: Facilitator | | | |
| Resident Educators who take the Resident Educator Summative Assessment (RESA) are not required to have a state-trained mentor assigned to them. They will be supported by state-trained RESA facilitators whose role will be to help REs through the RESA process. | | | |
| RESA Facilitators are required to be licensed educators and they must complete the Online Facilitation Training. | | | |
| Role: Colleague | | | |
| Year 4 Resident Educators who are completing leadership explorations will choose a colleague, or colleagues, (licensed educators) for collaboration and feedback as they work through the Learn to Lead module and each of their selected leadership explorations. | | | |
| Colleagues must be licensed educators and are chosen by Resident Educators who are engaging in leadership explorations. | | | |

Updated April 2014



Resident Educator Program

A Transformative Journey



This graphic reflects the development of Resident Educators' professional identity and the support used to strengthen their professional practice over time.



Ohio Resident Educator Program Roles & Requirements

| Role: Resident Educator | | | | | | |
|---|--|---|--|---|--|---|
| General requirements for each year: | | | | | | |
| Summer-Fall | | | Winter-Spring | | | |
| <ul style="list-style-type: none"> Attend Resident Educator Orientation at school or district (locally determined) | | | <ul style="list-style-type: none"> Complete Year 1 Formative Progress Review (April-June) Complete Year 2 Formative Progress Review (Feb. – June) Complete Year 3 Formative Progress Review (if not taking RESA) Complete Year 4 Formative Progress Review (if engaging in Year 4 leadership explorations) | | | |
| Actively participate in professional collaborative conversations Use state-designed formative assessment tools, protocols, and processes as explained by mentor Maintain completed formative assessment tools *Years 3 or 4 will include a performance-based, summative assessment | | | | | | |
| Requirements for supporting Resident Educators Years 1-4: | | | | | | |
| Year 1 | Year 2 | Year 3 | | Year 4 | | |
| Follow Year 1 Timeline of Best Practices | Follow Year 2 Timeline of Best Practices | Employer will determine if REs are ready to take the Resident Educator Summative Assessment (RESA): | | REs who did not begin RESA in Year 3 will begin RESA in Year 4. REs who did not pass all portions of RESA in Year 3 will retake deficient portions in Year 4. REs who successfully passed RESA will engage in teacher leadership explorations. Year 4 REs do not have 1:1 mentoring, but rather work with a professional colleague or colleagues (licensed educator). | | |
| Minimum 1 hour or 1 planning period per week (locally determined) | 3-4 hours per month (locally determined) | REs taking RESA | REs not taking RESA | REs taking RESA | REs re-taking RESA | REs not taking RESA (who passed RESA in previous year) |
| | | Work through the RESA with support from state-trained facilitator to complete the RESA | Work with state-trained mentor Follow Year 3 Timeline of Best Practices 3-4 hours per month (locally determined) | Work with state-trained facilitator to complete the RESA | Work with state-trained facilitator to retake deficient portions of RESA | Engage in professional growth and leadership explorations with colleague(s) |

Updated April 2014

18.03 Implementation Plan, Method of Selection and Assignment of Mentors

The planning of the Resident Educator Program shall be developed by school personnel, a majority of whom shall be practicing classroom teachers, in partnership with colleges or universities preparing teachers and/or in collaboration with regional educational service providers. Connections with the district's continuous improvement or strategic plan are required. Selection of mentors will be up to the Building Principals and

Superintendent. The bid procedure as listed in the teachers' negotiated agreement will be observed. A teacher cannot be assigned as a mentor unless they bid and agree to the assignment. Serving as a mentor is a voluntary assignment. Full time teachers serving as mentors will be assigned no more than TWO (2) resident educators. Whenever possible the mentor shall teach the same grade level or content area and be in the same school building as the resident educator.

Mentors should:

Have at least five (5) years of successful teaching experience, with a Masters Degree preferred.

Have a thorough understanding of learning theories, child growth and development, principles of learning, and student evaluation.

Have knowledge of the community and students at their school, including special needs those students possess.

Possess a clear understanding of school policies, procedures, and routines.

Have a thorough understanding of the school's curriculum, courses of study, and testing programs as well as the district's continuous improvement or strategic plan.

Possess a wide variety of effective instructional skills.

Have a history of interacting and working well with others.

Have a command of skills in planning, organizing, and managing work.

Other factors to be considered will be:

Personality compatibility

Assigned to a maximum of two (2) resident educators.

Assignments will be for a one (1) year (not less than 120 days).

A one (1) year supplemental contract will be issued.

18.04 Mentor Training

Becoming a Certified Mentor

Mentors are key to the success of Resident Educators. In Ohio's Resident Educator Program, districts assign a certified mentor to Resident Educators for each year of their residency.

Mentors obtain certification by successfully completing Instructional Mentoring (IM) and Resident Educator-1 (RE-1), thus preparing them to plan effective collaborative professional development for their assigned Resident Educator(s).

The **required trainings** are described below:

Instructional Mentoring

This one-day training introduces participants to mentoring in Ohio's Resident Educator Program, with particular emphasis on the Mentor/RE relationship.

Resident Educator-1

This one-day training introduces participants to first year curricular responsibilities and requirements of instructional mentors and Resident Educators in Ohio's Resident Educator Program.

*Use "IM" or "RE-1" in the keyword search options in STARS.

18.05 Professional Development/Support

The school district shall develop and implement a plan to provide ongoing professional development support to both mentors and resident educator teachers. All mentors shall receive training in observational framework and mentoring. Mentor's Individual Professional Development Plan (IPDP) may reflect goals associated with their mentorship role.

Systems information such as schools policies, procedures and routine, courses of study, competency-based education, lesson plans, layout and facilities of building, parent-teacher conferencing, record keeping, computer usage, use of standardized test results, state-mandated testing requirements, and other information will be topics of discussion for the new teacher in both informal settings and formal in-service meetings.

Mentor, resident educator teacher, and principal will participate in New Teacher Orientation activities, part of which will be to jointly plan the building level facet of the program.

18.06 Mentor Activities

Since time is critical to the success of the mentoring process, flexible time and/or common time within the school day and/or time before and/or after school will be used to facilitate mentor/resident educator meetings and observations. The amount of contact time between the mentor and resident educator teacher, and the duration of each contact will be documented in a log by the mentor and the resident educator teacher. Also the general content of each meeting will be documented in the log.

18.07 Evaluation of Program

Observations and anecdotal records generated by individual staff meetings will be analyzed for possible changes and suggestions.

A written evaluation of the program from administrators, mentor, and entry-year persons will be solicited, maintained, and used for future planning. This evaluation will not be used to evaluate the mentor or resident educator teacher.

Mentors, resident educator teachers, and administrators will be invited to participate in periodic assignment/evaluation instruments designed to not only give success/failure feedback, but to provide input towards the topical need for upcoming seminars.

18.08 Evaluation of Resident Educators

The evaluation procedure as listed in the teachers' negotiated agreement (Article – TEACHER EVALUATION AND FAIR TREATMENT) will be observed.

The mentor teacher will not participate in any informal or formal evaluation of an resident educator teacher, nor make, nor be requested or directed to make, any recommendation regarding the continued employment of an resident educator teacher. (Article –TEACHER EVALUATION AND FAIR TREATMENT)

The role of the mentor teacher shall be to provide formative assistance to the resident educator teacher. At no time shall the mentor teacher complete a summative evaluation on the resident educator teacher nor shall any information regarding the formative assistance given by the mentor be used in the evaluation of the resident educator teacher. The relationship between the mentor and the resident educator teacher shall be comparable to an attorney/client relationship. While records between the mentor and the entry year teacher are confidential, dates, times and general content shall be documented in a log.

18.09 Definitions

For purposes of this agreement, the pertinent terms shall be defined as follows:

- A. **Mentor Teacher:** A teacher who will provide formative assistance to an Resident Educator Teacher
- B. **Resident Educator Teacher:** A teacher in the first year of employment who has a two year provisional license issued pursuant to paragraph (A) of Rule 3301-24-05 and is employed for a time period of not less than 120 continuous days and who will be provided formative assistance by a mentor teacher.
- C. **Formative Assistance:** Assistance which is diagnostic and designed to yield information that will help the teacher identify specific areas for skill enhancement. Formative assistance consists of collaboration among professionals to provide diagnosis and assistance to support individual professional achievement.
- D. **Resident Educator Program Coordinator:** An educator assigned by the Superintendent to coordinate the Resident Educator Program for resident educator teachers and mentors.
- E. **Lead Mentor:** A teacher who has met the criteria for mentor and is assigned to work with resident educator teachers during the provisional licensure period. The lead mentor also has additional leadership responsibilities as assigned by the district Resident Educator Program Coordinator

18.10 Protections

- A. Other than a notation to the effect that a teacher has served as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of that teacher's evaluation.
- B. A mentor teacher shall be held harmless in the event that the employer fails or refuses to certify the completion of the program.
- C. No later than six (6) weeks after the initiation of the Resident Educator Program, the Mentor Teacher or Resident Educator teacher may request to have a new assignment.

- D. RESA assessments and the Resident Educator Program requirements will apply only to teachers who are working under a Resident Educator license.

18.11 Compensation

Compensation of the mentor shall be in the form of supplemental contract. If for any reason, the mentor is relieved/reassigned during the mentoring duty, the pay will be prorated for the amount of time spent with the resident educator teacher.

Additionally, the employer shall pay the cost of any required training and reimburse the Mentor according to Board policy relative to meals and travel reimbursement.

If a Mentor has two Resident Educator Teachers assigned to them at one time, they would be paid accordingly. (\$1000.00 per resident educator teacher)

ARTICLE 19
STAFF REDUCTION

19.01 When any of the following circumstances occur, the Board may make a reasonable reduction in force by suspension of contract:

- A. A reduction in pupil enrollment;
- B. The reduction of a program provided that such reduction is not for arbitrary or discriminatory reasons;
- C. A bonafide consolidation. Or,
- D. A return to duty of a regular teacher after leave(s) of absence.
- E. Financial reasons as stated in ORC 3319.17. (If this is deleted by the legislature and enacted in law, this provision will be removed.)

19.02 Any bargaining unit member to be suspended for purpose of reduction in force will be so notified in writing at least thirty- (30) days prior to the Board meeting at which action is to be taken. A copy shall be given to the Association President.

19.03

- A. Reductions shall follow evaluations and certification according to this Article. Seniority will be computed from a bargaining unit member's date of continuous hire and will begin to accrue as of his/her first day of actual service.
- B. Seniority will not continue to accrue during the following, but seniority prior to such suspension will not be lost and will be maintained upon reinstatement.
 - 1. Absence while on approved leave of absence.
 - 2. Absence while on any other approved leave.
 - 3. A layoff of less than three (3) years' duration.
 - 4. A resignation where the employee is reemployed or reinstated within thirty (30) days.

The following situations constitute breaks in continuous service for which seniority is lost:

1. Discharge/nonrenewal for just cause (if reinstated, seniority shall be considered continuous).
 2. Retirement.
 3. Layoff for more than three (3) years.
 4. Failure to return to work within ten (10) calendar days of receipt of recall from layoff.
 5. Failure to return to work at the expiration of a leave of absence unless extension of the leave is granted.
 6. A resignation where the employee is reemployed or reinstated after thirty-one (31) days or more.
 7. Seniority for time spent out of the bargaining unit in supervisory positions will not be lost but neither will it accrue.
- C. A seniority list shall be developed three (3) months prior to the effective date of any reduction in force. A copy of such list shall be posted in each building in the District with a copy being sent to the Association President.
- D. If two (2) or more teachers have the same length of continuous service, then seniority will be determined by:
1. The date of the Board meeting at which the teacher was hired.
 2. The order in which they were hired as recorded by Board minutes.

19.04 Recall After Reduction In Force

- A. Any teacher laid off as a result of staff reduction shall be recalled in inverse order in accordance with ORC 3319.17 (c). Before posting any vacancy, the Board will offer the position to the most qualified bargaining unit member on the recall list who has the highest evaluation score in that area of certification or total if a tie exists in the evaluation score district seniority shall be used to break the tie.
- B. Notice of recall will be given by regular mail to the last address given to the Board by a bargaining unit member. A copy of the notice of recall will be given to the Association President. If a bargaining unit member fails to respond within twenty (20) working days after forwarding of the above notice of recall, he/she will be deemed to have refused the position offered.
- C. A bargaining unit member who is reduced in force will remain on the recall list for thirty-six (36) months after the effective date of his/her reduction in force, unless he/she:
1. Waives his/her recall rights in writing.

2. Resigns.
 3. Fails to accept recall to the position that he or she held immediately prior to his/her reduction in force. Or,
 4. Fails to report to work in a position that he/she had accepted within ten (10) work days after receipt of the notice of recall, unless such employee is sick or injured, verified by a doctor's certificate.
- D. A bargaining unit member on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the accumulation of seniority, accumulation of sick leave, salary placement, and contract as he/she held at the time of layoff.
- E. No new bargaining unit member will be employed by the Board while there are bargaining unit members on the recall list who are certified for the vacancy.

19.05 Rights While Suspended

- A. Any bargaining unit member whose contract is suspended for the purpose of reduction in force shall be entitled to all Board provided insurance benefits while on lay-off/suspension. The bargaining unit member has the right to buy the insurance at the Board group rate and pay through the Clerk/Treasurer on a monthly basis, subject to the terms of the Board's insurance policy. It shall be the duty of the bargaining unit member to pay such amounts in advance monthly or in greater amounts, and upon failure to do so, the Board may cancel such benefits.
- B. A bargaining unit member laid off from a full-time position may accept and/or reject recall to a part-time bargaining unit position. A member who accepts a part-time position shall remain on the recall list for recall to a full-time position. A member who rejects a part-time position shall remain on the recall list.

**ARTICLE 20
MAINTENANCE OF STANDARDS**

- 20.01** During the duration of this Contract, the Board shall maintain all terms, conditions, and benefits of employment at not less than the level in effect as of the effective day of this Contract.
- 20.02** The New South Point High School and South Point Middle School will be treated as two separate Buildings for the purpose of contract language. July 11, 2005.

**ARTICLE 21
PROVISIONS CONTRARY TO LAW**

- 21.01** If any provisions of this document or any application of the document to any certificated person or persons shall be found contrary to law by a court of competent jurisdiction, then this provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.

21.02 Upon any provision being found to be contrary to law, then the parties shall begin negotiations within thirty- (30) days regarding a replacement provision. If the parties fail to reach agreement over the affected provision, the statutory dispute settlement procedure shall be utilized to resolve the dispute.

ARTICLE 22 **TEACHING CONDITIONS**

22.01 The Board shall furnish sufficient material and supplies for teaching, including, but not limited to, textbooks, audio-visual aids, paper, pens, and duplication materials and equipment, within the reasonable discretion of the building administrator.

22.02 The Board shall provide a restroom facility at each school for the exclusive use of non-students.

22.03 Each classroom will be provided chalkboard and bulletin board space.

22.04 The Board will make every effort within its means to provide teachers with safe, healthful working conditions.

22.05 The Board shall provide passage to school activities and athletic events. Employees shall enter by the pass gate, if applicable, and sign the pass sheet.

22.06 No bargaining unit employees, except those medically certified by the state, shall be required to administer any medical or health related procedures, except in life threatening situations.

ARTICLE 23 **LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

23.01 South Point Local Professional Development Committee shall determine whether coursework completed by educators meets the requirements for renewal of certificates and licenses. The committee shall also review other continuing education activities in addition to coursework.

23.02 The South Point Association of Classroom Teachers Executive Council shall appoint the teacher members and designate replacement members in case of vacancies among teacher members. Mid-term vacancies will be filled only for the remainder of the unexpired term of the vacancy. The Administration and SPACT may recommend to the Board of Education or the SPACT Executive Committee the removal of LPDC members from the LPDC who miss more than three (3) consecutive meetings.

23.03 The structure of the South Point Local Professional Development Committee shall include the following elements:

- A. The Committee shall have a district level scope.
- B. There shall be five (5) total members of the Local Professional Development Committee. The committee shall contain three (3) South Point Association Classroom Teacher members, which may include the President of the Association. Each teacher member must have at least five (5) years of teaching experience.

- C. The two administrative members shall include a principal and one other representative, which may include the Superintendent, the Assistant Superintendent, or the Clerk/Treasurer, or any other administrative person appointed by the Superintendent. The administrative member must have a minimum of a Provisional Administrative Certificate/License. Mid-term vacancies will be filled only for the remainder of the unexpired term of the vacancy.
- D. The committee will work with the other educators in the district to develop LPDC operating procedures and criteria for approval of individual professional development plans and approval of professional development activities as required by the new licensure standards. The Committee will recommend the renewal of educators' certificates/licenses if renewal requirements have been met.
- E. Each member will serve a three-year term (with the exception of the initial terms of the committee. The initial terms of the committee members will be on a staggered three, four, and five-year basis). Terms shall run from July 1 to June. Committee members may be re-appointed by the South Point Association of Classroom Teachers Executive Council at the expiration of their terms.
- F. The Local Professional Development Committee shall schedule meetings at least once each month throughout the year except the month of July. These meetings will be held during non-school hours. Meetings may be canceled if no coursework has been submitted for evaluation during the previous thirty (30) days. The committee shall meet at the call of the chairperson or upon the filing of a petition with the Superintendent signed by two (2) committee members.
- G. The meetings shall be held at the Middle School or as otherwise determined by the committee.
- H. The LPDC Committee shall be paid \$ 3,000.00 per year, per member over twenty-six (26) pays.

23.04 Beginning with the contract year 2008-09, the application and review process for Master Teacher shall be under the LPDC following the guidelines established by the state of Ohio.

ARTICLE 24

SUPPLEMENTAL CONTRACTS

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

- A. Duration of the supplemental contract,
- B. Title of supplemental position,
- C. Amount of supplemental compensation.

- 24.02** Any instructional staff member involved in a negotiated extra duty assignment, and whose participation is approved by the Board, shall receive compensation for that extra duty in accordance with the supplemental salary schedule included in Section 26.08 of this Article.
- 24.03** Compensation for activities added between negotiations shall become the subject of immediate bargaining between the parties.
- 24.04** School clubs may be added to the approved list through a principal's recommendation to the Superintendent for recommendation to the Board. Teachers are required to serve as club advisors only if the club is on the list.
- 24.05** Periods to be assigned for extra duty responsibilities will be determined by the building principal and central office staff.
- 24.06** The Board is not required to fill any supplemental duty position.
- 24.07** The Board shall provide to the bargaining unit member written notice of its intent to non-renew the member's supplemental contract by April 30th in the year the contract expires. Failure of the Board to provide timely notice of intent to non-renew or to act in a timely manner on the nonrenewal of a supplemental contract shall result in the automatic renewal of the contract.

A member's performance in a supplemental position shall not have an adverse affect on the member's regular teaching contract.

24.08 Bargaining unit members performing supplemental duties shall be compensated in accordance with the following supplemental salary schedule and dollar amounts in Categories 1, 2 and 3 and shall receive the same percent raise as the base salary. The following listed rates reflect the salary increases in Article 25, Section 25.06.

Category 1. 2014-2015 \$3,541.00 / 2015-2016 \$3,612.00

| | |
|--|---|
| HS Assistant Football-Boys | HS Head Soccer-Boys |
| HS Assistant Basketball-Boys | HS Head Soccer-Girls |
| HS Assistant Basketball-Girls | HS Academic Coach-[2 positions] |
| HS Assistant Basketball (JV)-Boys | HS & MS Drama Coach-[1 position] |
| HS Head Softball-Girls | MS Head Football-Boys |
| HS Head Track-Boys | MS 8 th Grade Basketball-Boys |
| HS Head Track-Girls | MS 8 th Grade Basketball-Girls |
| HS Head Wrestling-Boys | MS 7 th Grade Basketball-Boys |
| HS Head Volleyball-Girls | MS 7 th Grade Basketball-Girls |
| HS Head Baseball-Boys | MS Cheerleader Coach |
| HS 9 th Grade Basketball-Boys | JV Cheerleader Coach |
| | HS Cheerleader Coach |

HS Band Auxiliary Coach [Majorettes, Flags, Rifles, etc.] [1 position]
No paid assistant coach(es) will be approved for boys or girls 7th or 8th grade basketball.

Category 2 2014-2015 \$2,897.00 / 2015-2016 \$2,955.00

| | |
|---------------------------------|---|
| HS Golf-Boys & Girls | MS Assistant Football-Boys |
| HS Assistant Track-Boys | MS Soccer-Boys & Girls |
| HS Assistant Track-Girls | Head Weight Coach |
| HS Assistant Track-Boys & Girls | HS Tennis-Boys & Girls |
| MS Head Track-Boys | HS Assistant Baseball-Boys |
| MS Head Track-Girls | HS Assistant Softball-Girls |
| MS Assistant Track-Boys | HS Assistant Volleyball-Girls |
| MS Assistant Track-Girls | HS & MS Cross Country-Boys & Girls [1 position] |
| MS Assistant Track-Boys & Girls | MS Academic Coach |
| HS JV Wrestling-Boys | MS Wrestling-Boys |

Category 3. 2014-2015 \$2,254.00 / 2015-2016 \$2,299.00

| | |
|---|-------------------------------|
| HS Asst. Athletic Director | MS Head Volleyball-Girls |
| Assistant Weight Coach – [2 positions] | MS Assistant Volleyball-Girls |
| Assistant Weight Coach-Girls [1 position] | MS Golf-Boys & Girls |

Category 4. 10 Month Extended Service

Middle School Guidance Counselor

Category 5. \$600.00 per year

Head Teacher, Elementary Buildings

The Head Teacher will perform duties only during the times the principal is out of the building due to reasons such as but not limited to district meetings, illness, or unexpected emergencies. If the principal is out of the building for more than one-half day, a certified substitute teacher will be provided for the head teacher's classroom and duties.

Junior/Senior Prom Coordinator \$800.00 per year

Supervise and maintain required records of fundraising projects.

Organize and work with student prom committee.

The Junior/Senior Prom is divided into three parts: (1.) Grand March; (2.) Prom; (3.) After Prom

Category 6. - \$ 20.00 Per Hour

After School Detention/Study Monitors/SLO Team Meeting (\$20.00 per hour)

After school detention and study shall be paid at the rate of \$20.00 per hour.

Detention: High School (6 hours per week) and limited to 4 hours per week at the Middle School and 1 hour per week at each elementary school.

After School Media Center (\$20.00 per hour)

The High School and Middle School Media Centers will be open no more than a maximum of three (3) hours as needed, (no more than one (1) day per week as agreed upon by SPACT and the administration). If additional personnel, time and/or days are needed, the number of personnel, time and/or days will be determined by the superintendent with recommendations from the building principal and the person covering the media center being considered. The bid procedure in the Master Contract will be followed.

The South Point Elementary and Burlington Elementary Media Centers will be open under the same guidelines listed above for the High School and Middle School

Homebound Instructors (\$20.00 per hour)

Hours limited to five hours of Instructional time per week. (**\$20.00 per hour**)

Category 7 – Stipends

All jobs paying a stipend shall be posted and bid according to the Article 11.04 (Posting of Jobs) Amount of stipend will be included in the posting.

Category 8 - Mentor Teacher

Mentor Teacher paid \$1000.00 per Resident Educator Teacher.

Category 9 – National Board Certification

Any teacher who successfully completes and receives National Board Certification shall be compensated \$1000.00 by the South Point Local Board of Education, on a one-time basis.

- 24.09** The Board shall, at its own expense, conduct routine motor vehicle record checks on any bargaining unit employee who volunteers to drive a school vehicle on school sponsored activities and the Board will provide insurance coverage.
- 24.10** Whenever the Administration directs any portion of the supplemental duties to be conducted as part of a regular work day, a qualified substitute shall be provided.

ARTICLE 25
SALARY

25.01 Regular Salary

Initial placement on the Teachers' Salary Schedule shall be determined in accordance with the applicable provisions of the Ohio Law.

- 25.02** Placement on the 5 Years Training No Masters salary column is interpreted to be those teachers who have acquired [150 semester and/or 225 Quarter] undergraduate and/or graduate hours since the beginning of their college work.

Placement on the MA + 30 Salary column is interpreted to be those teachers who have acquired thirty (30 semester and/or 45 quarter) graduate hours not needed in the conferring of the Master's Degree.

25.03 Teachers' salaries shall be paid in twenty-six (26) equal installments.

A schedule of pay dates for each year shall be issued with the first paycheck of the new school year.

Starting with the school year 1999-2000 all new license/certified employees must select the option of electronic pay deposit.

The Board shall make electronic transfer deposits of paychecks for any employee who so notifies the treasurer in writing during the open enrollment period and shall continue for the entire year. An employee's salary shall be paid by electronic transfer to a bank or credit union or savings and loan institution of the employee's selection not later than 8 a.m. of each pay date. Whenever a pay date is not a regularly scheduled workday, or if a holiday interferes with the pay date, the electronic transfer shall be made no later than 8 a.m. one day earlier than the regular pay date and said electronic transfer shall be pre-dated to allow access to the monies on that date.

It is agreed that all paychecks or deposits issued the week of Thanksgiving shall be made on the Tuesday before Thanksgiving.

Any employee hired before the school year 1999-000 and not selecting the option of electronic pay deposit shall continue to receive his/her paycheck as scheduled during the school calendar year and by mail during the summer.

Whenever a pay date is not a regularly scheduled workday, or if a holiday interferes with the pay date, the employee shall receive the paycheck one day earlier than the regular pay date and said check shall be pre-dated to allow access to the monies on that date.

25.04 Teachers who are required to drive their personal vehicle for job related duties shall be reimbursed mileage at the IRS rate per mile.

25.05 The salary schedules listed below shall become effective with the effective date of this Agreement.

25.06 There will be a 3% pay raise to the base for 2014-2015 school year. There will be a 2% raise to the base for 2015-2016. The parties Agree to a salary only re-opener for the 3rd year of the agreement before August 1, 2016.

25.07 Bargaining unit members shall be compensated in accordance with the following salary schedule, salary schedule index, and all appendixes to the index for the 2014-2015 and 2015-2016 school years.

25.07 continued

SALARY SCHEDULE

2014-2015

| Years of Service | Bachelor's Degree | 5 Years Training No Masters | Master's Degree | Master's +30 Grad. Hours |
|------------------|-------------------|-----------------------------|-----------------|--------------------------|
| 0 | \$32,190.00 | 36,426.00 | 38,261.00 | 41,300.00 |
| 1 | \$36,426.00 | 37,810.00 | 39,806.00 | 43,167.00 |
| 2 | \$37,646.00 | 39,195.00 | 41,351.00 | 45,034.00 |
| 3 | \$38,869.00 | 40,579.00 | 42,896.00 | 46,901.00 |
| 4 | \$40,093.00 | 41,963.00 | 44,442.00 | 48,768.00 |
| 5 | \$41,316.00 | 43,347.00 | 45,987.00 | 50,635.00 |
| 6 | \$42,539.00 | 44,731.00 | 47,532.00 | 52,502.00 |
| 7 | \$43,762.00 | 46,115.00 | 49,077.00 | 54,369.00 |
| 8 | \$44,986.00 | 47,500.00 | 50,622.00 | 55,236.00 |
| 9 | \$46,209.00 | 48,884.00 | 52,167.00 | 55,103.00 |
| 10 | \$47,432.00 | 50,268.00 | 53,712.00 | 55,970.00 |
| 11 | \$48,655.00 | 51,652.00 | 55,257.00 | 56,837.00 |
| 12 | \$49,878.00 | 53,036.00 | 56,802.00 | 57,704.00 |
| 13 | \$51,102.00 | 54,420.00 | 58,348.00 | 58,571.00 |
| 14 - 19 | \$52,325.00 | 55,805.00 | 59,893.00 | 59,438.00 |
| | | | | |
| 20 -24 | \$53,325.00 | 56,805.00 | 60,893.00 | 60,305.00 |
| 25 -30+ | \$54,575.00 | 58,055.00 | 62,143.00 | 61,172.00 |

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| 0 | 1.0000 | 1.1316 | 1.1886 | 1.2830 |
| 1 | 1.1316 | 1.1746 | 1.2366 | 1.3410 |
| 2 | 1.1695 | 1.2176 | 1.2846 | 1.3990 |
| 3 | 1.2075 | 1.2606 | 1.3326 | 1.4570 |
| 4 | 1.2455 | 1.3036 | 1.3806 | 1.5150 |
| 5 | 1.2835 | 1.3466 | 1.4286 | 1.5730 |
| 6 | 1.3215 | 1.3896 | 1.4766 | 1.6310 |
| 7 | 1.3595 | 1.4326 | 1.5246 | 1.6890 |
| 8 | 1.3975 | 1.4756 | 1.5726 | 1.7470 |
| 9 | 1.4355 | 1.5186 | 1.6206 | 1.8050 |
| 10 | 1.4735 | 1.5616 | 1.6686 | 1.8630 |
| 11 | 1.5115 | 1.6046 | 1.7166 | 1.9210 |
| 12 | 1.5495 | 1.6476 | 1.7646 | 1.9790 |
| 13 | 1.5875 | 1.6906 | 1.8126 | 2.0370 |
| 14 | 1.6255 | 1.7336 | 1.8606 | 2.0950 |

APPENDIX TO INDEX:

- 15 20 - 24 years of service, paid at Step 14 plus \$1,000.00
 16 25 - 30+ years of service, paid at Step 15 plus \$1,250.00

NOTE: Placement on the 5 Years Training No Masters salary column is interpreted to be those teachers who have acquired [150 semester and/or 225 Quarter] undergraduate and/or graduate hours since the beginning of their college work.

NOTE: Placement on the MA + 30 Salary column is interpreted to be those teachers who have acquired Thirty[30 semester and/or 45 quarter] graduate hours not needed in the conferring of the Master's Degree.

25.07 continued

SALARY SCHEDULE

2015-2016

| Years of Service | Bachelor's Degree | 5 Years Training No Masters | Master's Degree | Master's +30 Grad. Hours |
|------------------|-------------------|-----------------------------|-----------------|--------------------------|
| 0 | \$32,834.00 | 37,155.00 | 39,026.00 | 42,126.00 |
| 1 | \$37,155.00 | 38,567.00 | 40,603.00 | 44,030.00 |
| 2 | \$38,399.00 | 39,979.00 | 42,179.00 | 45,935.00 |
| 3 | \$39,647.00 | 41,391.00 | 43,755.00 | 47,839.00 |
| 4 | \$40,895.00 | 42,802.00 | 45,331.00 | 49,744.00 |
| 5 | \$42,142.00 | 44,214.00 | 46,907.00 | 51,648.00 |
| 6 | \$43,390.00 | 45,626.00 | 48,483.00 | 53,552.00 |
| 7 | \$44,638.00 | 47,038.00 | 50,059.00 | 56,080.00 |
| 8 | \$45,886.00 | 48,450.00 | 51,635.00 | 56,442.00 |
| 9 | \$47,133.00 | 49,862.00 | 53,211.00 | 56,803.00 |
| 10 | \$48,381.00 | 51,274.00 | 54,787.00 | 57,164.00 |
| 11 | \$49,629.00 | 52,685.00 | 56,363.00 | 57,952.00 |
| 12 | \$50,876.00 | 54,097.00 | 57,939.00 | 59,036.00 |
| 13 | \$52,124.00 | 55,509.00 | 59,515.00 | 61,104.00 |
| 14 - 19 | \$53,372.00 | 56,921.00 | 61,091.00 | 63,008.00 |
| 20 -24 | \$54,372.00 | 57,921.00 | 62,091.00 | 64,008.00 |
| 25-30+ | \$55,622.00 | 59,171.00 | 63,341.00 | 65,258.00 |

INDEX

| | | | | |
|----|--------|--------|--------|--------|
| 0 | 1.0000 | 1.1316 | 1.1886 | 1.2830 |
| 1 | 1.1316 | 1.1746 | 1.2366 | 1.3410 |
| 2 | 1.1695 | 1.2176 | 1.2846 | 1.3990 |
| 3 | 1.2075 | 1.2606 | 1.3326 | 1.4570 |
| 4 | 1.2455 | 1.3036 | 1.3806 | 1.5150 |
| 5 | 1.2835 | 1.3466 | 1.4286 | 1.5730 |
| 6 | 1.3215 | 1.3896 | 1.4766 | 1.6310 |
| 7 | 1.3595 | 1.4326 | 1.5246 | 1.7080 |
| 8 | 1.3975 | 1.4756 | 1.5726 | 1.7190 |
| 9 | 1.4355 | 1.5186 | 1.6206 | 1.7300 |
| 10 | 1.4735 | 1.5616 | 1.6686 | 1.7410 |
| 11 | 1.5115 | 1.6046 | 1.7166 | 1.7650 |
| 12 | 1.5495 | 1.6476 | 1.7646 | 1.7980 |
| 13 | 1.5875 | 1.6906 | 1.8126 | 1.8610 |
| 14 | 1.6255 | 1.7336 | 1.8606 | 1.9190 |

APPENDIX TO INDEX:

15 20 - 24 years of service, paid at Step 14 plus \$1,000.00

16 25 - 30+ years of service, paid at Step 15 plus \$1,250.00

NOTE: Placement on the 5 Years Training No Masters salary column is interpreted to be those teachers who have acquired [150 semester and/or 225 Quarter] undergraduate and/or graduate hours since the beginning of their college work.

NOTE: Placement on the MA +30 Salary column is interpreted to be those teachers who have acquired Thirty[30 semester and/or 45 quarter] graduate hours not needed in the conferring of the Master's Degree.

25.08 All new negotiated money related items will take effect starting the 2014-2015 and 2015-2016 school year.

25.09 Pay year with 27 pays [must be 26]:

If and when an adjustment needs to be made in the employees pay schedule the adjustment will be made in the month of September.

There will be a three-week period instead of a two-week period between the last August check and the first September check.

The employees will be notified before the last day of school preceding the September that the schedule change will take place.

25.10 If an employee finishes enough college credit that would put them in a new pay column and that employee provides proof of credit to the Treasurer before September 30 (to be followed by an official transcript), the employee shall receive the pay increase for that school year. If an employee finishes enough college credit that would put them in a new pay column and that employee provides proof of credit to the Treasurer before January 30 (to be followed by an official transcript), the employee shall receive the pay increase for only the second semester of that school year.

ARTICLE 26
NEGOTIATION PROCEDURE

The Board and the Association recognize their obligation to meet at all reasonable times and places agreed upon by the parties, to bargain in good faith upon all subjects as defined in Ohio Revised Code, Section 4117.08(A), excluding those managerial functions which are prohibited as subject for collective bargaining by Section 4117.08(B), and excluding those managerial functions reserved to management in Section 4117.08(C) except as such managerial functions affect wages, hours, terms and conditions of employment.

The Board and the Association agree that neither side shall have more than seven (7) representatives, exclusive of outside consultants and legal counsel, at any session of negotiations, unless the parties agree to increase the number of representatives for a specific meeting; however, the representatives shall not necessarily be the same individuals each session.

The Board will be guided by law concerning its obligation not to attempt to control the Association's selection of representatives, as the Association will likewise not attempt to control the Board's selection of representatives. All representatives shall be in compliance with ORC 4117.

Either team may call upon the use of consultants to assist in negotiations. Any expense incurred through the use of consultants shall be borne by the requesting party.

The Board's and the Association's chief negotiators shall memorialize in writing items tentatively agreed to in negotiations. However, such items shall not have contractual status between the parties until incorporated into an entire contractual package and ratified by the Association and adopted by the Board.

The parties acknowledge that they have an alternative dispute resolution procedure to that provided in Ohio Revised Code Section 4117.14, which alternative procedure supersedes the provisions of that Section. Under the agreed-upon alternative dispute resolution procedure, if

impasse is declared by either party, or the parties are unable to reach agreement on all issues submitted for negotiations, either party may declare impasse on the issues yet unresolved. If impasse is declared the parties will mutually request assistance from the Federal Mediation and Conciliation Services in the form of a Mediator selected by the FMCS. The mediator shall act in such capacity until one or both parties declare otherwise, or until agreement is reached. However, if agreement is not reached through mediation within thirty (30) calendar days from the beginning of federal mediation the Association may initiate the provisions of Section 4117.14(D) (2) of the ORC. This procedure is in lieu of the provisions contained in ORC Section 4117.14, but does not waive the Association's rights under Section 4117.14(D) (2), subject to the condition that the Association shall not resort to a strike until the impasse procedure has been exhausted and notice as required by the statute has been given. The mediator has no authority to recommend or to bind either party to any agreements.

When tentative agreement is reached on all items subject to negotiations, the proposed agreement shall be first submitted to the Association for ratification. Upon notifying the Superintendent by the President of the Association that the Association has properly ratified the Agreement, it shall be submitted to the Board for its consideration, and the Board will then conduct a ratification vote on the Agreement as soon as feasible.

Between ninety (90) to sixty (60) days prior to the expiration of this Agreement in any year in which negotiations are scheduled to occur, either party may notify the other in writing of a desire to commence bargaining. The parties shall mutually schedule its first negotiations session immediately following such written notice. The first meeting shall be for the parties to exchange packages.

All contract language not addressed in negotiations remains current contract language.

If during the life of this Agreement, in-term bargaining is required as a provision of this Agreement; ordered by SERB as the result of a violation of a provision of this Agreement; ordered by a court of competent jurisdiction as the result of a violation of a provision of this Agreement; or by mutual consent of both parties, said bargaining procedures shall be in keeping with the procedures set forth in this Article.

The South Point Board of Education and the South Point Association of Classroom Teachers agree that during in-term bargaining, the bargaining procedures shall be in keeping with the procedures set forth in this Article 26 – Negotiation Procedure of the Master Contract Agreement.

ARTICLE 27 **NON-DISCRIMINATION**

A member of the bargaining unit shall not be discriminated against by either the Board or the Association on the basis of race, sex, religion, national origin, marital status, handicap or age. All policies, practices, procedures and regulations shall be applied fairly and without discrimination.

ARTICLE 28 **MANAGEMENT RIGHTS**

The Board has the right to exercise the rights stipulated under ORC Section 4417.08 (c) (1) through (9).

ARTICLE 29 **EMPLOYMENT OF RETIREES**

29.01 A retiree is defined as a certified and/or licensed staff member who has retired through a Teachers Retirement System.

- 29.02** A newly employed retiree shall be placed in his/her actual educational/experience column at Step 5 of the current contract and shall remain at Step 5 while employed as a retiree.
- 29.03** Retirement from the South Point Local School District shall be considered a break in employment. Rehire date supersedes prior employment date in the South Point Local School District.
- 29.04** The Board of Education will provide health insurance according to the rules of the State Teachers Retirement System of Ohio, or other state retirement systems where applicable. If the applicable state teachers' retirement system rules provide access to insurance coverage for employed retirees, the employed retiree will not be eligible to enroll in the School District's insurance plan. The employed retiree must meet all eligibility requirements of the District's insurance carrier. All employed retirees are required to pay the employee share of individual or family coverage if applicable.
- 29.05** Employed retirees may be employed on a series of one (1) year limited contracts. Employed retirees shall not be eligible for a continuing contract as provided by Section 3319.11 ORC. Employed retiree's contract shall expire at the end of its term without Board action to non-renew under Section 3319.11, ORC. Prior to employment the retiree shall be given notice of this provision and shall acknowledge their understanding of the provision. The decision of the Board to non-renew a retirees is not subject to the grievance procedure.
- 29.06** Employed retirees will receive 15 sick days for each year of employment. Sick leave shall accrue at 1 ¼ days per month. No sick days accrued prior to retirement may be carried over to retiree's employment. The employed retiree will receive 3 personal days for each year of retiree's employment. The use of personal days shall be in accordance with the CBA. Any remaining sick days or personal days left at the end of each year of employment shall be sold to the Board at the rate of \$90.00 per day.
- 29.07** Employed retirees shall not be eligible to receive a severance payment upon leaving employment with the District, nor will he or she accrue seniority. This provision is effective September 1, 2010. Any employed retiree employed prior to September 1, 2010 shall not be bound by this Article.
- 29.08** If the Board reduces staff in accordance with the Reduction in Force procedure in the Master contract, the employed retiree shall be considered the least senior professional employee in their area of certification/licensure. They shall be the first to have their contract suspended. They shall have no bumping rights. A retiree shall always remain at the bottom of the seniority list of bargaining unit members.
- 29.09** Subject to these provisions, the employed retiree shall be a member of the bargaining unit, and entitled to all the rights and benefits of the South Point Association of Classroom Teachers Association/OEA/NEA. And shall be entitled to all provisions of the CBA except those rights and benefits specifically addressed in this Article.
- 29.10** This provision and such salary and individual contract provisions with employed retirees shall expressly supersede ORC Section 3317.13 and all other applicable laws.

ARTICLE 30
DURATION AND RENEGOTIATIONS

- 30.01** This contract shall be effective as of August 1, 2014, and will continue and remain in full force and effect until August 31, 2017.
- 30.02** This contract supersedes all Board policy, rules, and regulations that are inconsistent with this contract.
- 30.03** At the request of either party, no sooner than ninety (90) days or later than sixty (60) days prior to the expiration of this Agreement, the parties shall commence to negotiate a successor agreement.
- 30.04** Upon ratification of this Agreement by both the Association and the Board, the Agreement shall be printed in booklet form with the cost to be shared equally between the Board and the Association.
- 30.05 IN WITNESS WHEREOF**, the parties have caused the Agreement to be executed on the dates set forth.

FOR THE BOARD:

Jacque Tyler
Jack Dube
Jane Hoathes
Jessa Baker

FOR THE ASSOCIATION:

Gretchen Hale
Angie Roberts
Danna Nelson
Stacy Baw
Earl Stremeyer
Lisa Smith
Lisa Doppers

DATE 10-30-2014

DATE 10-30-14

TODAY'S DATE _____

SOUTH POINT LOCAL SCHOOL DISTRICT

PERSONAL LEAVE REQUEST

I hereby request _____ day(s) personal leave.

to be effective _____ date(s).

Signature

Building

() Approved () Disapproved

Building Principal or Supervisor

Superintendent

CIRCLE

Number of ½ personal leave days taken this school year 1 2

A maximum of two half day personal leaves are allowed per school year.
All other personal leave time will be charged as a full day.

SOUTH POINT LOCAL SCHOOL DISTRICT

APPLICATION FOR PROFESSIONAL DAY

Per Article 15 of the Master Contract

EMPLOYEE REQUEST _____ **ADMINISTRATIVE REQUEST** _____

Request for _____ day(s) leave by member of the professional staff.

Date of application of leave _____

Date(s) of leave _____

Name _____

School _____ Position _____

Reasons for leave

Will a substitute be needed? _____

Is reimbursement for the substitute available? _____

Who should be invoiced for reimbursement? _____

LIST ANTICIPATED EXPENSES IF
SUCH IS TO BE CONSIDERED FOR
PAYMENT BY THE SOUTH POINT
BOARD OF EDUCATION:

TRAVEL/MILEAGE: _____ \$ _____
MEALS _____ \$ _____
LODGING: _____ \$ _____
INCIDENTALS: _____ \$ _____
REGISTRATION FEES _____ \$ _____

Approval
Signature of:

TOTAL \$ _____

Principal _____ Date _____

Superintendent _____ Date _____

APPROVED WORKSHOP REIMBURSEMENT FORMS
(To Be Completed FOLLOWING Completion of Meeting or Training)

NAME AND LOCATION OF MEETING: _____

Dates of Meeting _____

Educational Purpose _____

Local Sponsoring Agency: _____

Was a Substitute Teacher Needed? _____

LIST ACTUAL EXPENSES:

***ITEMIZED RECEIPTS MUST
BE ATTACHED**

TRAVEL: _____ \$ _____

MEALS: _____ \$ _____

LODGING: _____ \$ _____

INCIDENTALS: _____ \$ _____

REGISTRATION FEES _____ \$ _____

TOTAL \$ _____

DATE: _____

SIGNATURE OF EMPLOYEE

ACTION TAKEN:

BUILDING PRINCIPAL

SUPERINTENDENT OF SCHOOLS

SOUTH POINT LOCAL SCHOOL DISTRICT

STATEMENT OF EXCUSED ABSENCE FROM DUTY

(Principals and Supervisors are to attach this format to each certification for payroll.)

Employee's Name _____

*Inclusive dates of absence _____

Reason for absence – check one:

() Personal illness – Name of physician _____

() Illness in family – Give relationship _____

*I hereby certify that I was physically incapable of performing my duties on the date or dates of absence as indicated above; or that it was imperative for me to be with my ailing relative on the above date or dates of absence; or that it was necessary for me to be absent from duty in accordance with the standing board approved negotiations agreement for days of personal leave; or leave without pay taken voluntarily by me or with the concurrence of my immediate supervisor.

(Employee's Signature)

(Where Employed)

(Principal or Supervisor Signature)

(Superintendent Signature)

FALSIFICATION OF A STATEMENT IS GROUNDS FOR SUSPENSION OR TERMINATION OF EMPLOYMENT UNDER SECTION 3319.06 OF THE REVISED CODE.

The above certificate must accompany P/R report.

Checks will not be released until certificates are filed.

ASSOCIATION LEAVE

South Point Local School District
South Point Association of Classroom Teachers

The individual applying for Association Leave is to give a copy of this form (with the S.P.A.C.T. President's signature) to the S.P.A.C.T. Treasurer. The original signed form is to be given to your principal.

Application for _____ day(s) leave for association business.

Date of application _____

Date(s) of leave _____

Name _____

Building _____

LIST ANTICIPATED EXPENSES IF SUCH IS TO BE CONSIDERED FOR PAYMENT BY THE SOUTH POINT ASSOCIATION OF CLASSROOM TEACHERS:

| | | |
|--------------------------|-------|----------|
| TRAVEL/MILEAGE: | _____ | \$ _____ |
| MEALS | _____ | \$ _____ |
| LODGING: | _____ | \$ _____ |
| INCIDENTALS: | _____ | \$ _____ |
| REGISTRATION FEES | _____ | \$ _____ |
| TOTAL | | \$ _____ |

Signature of:

S.P.A.C.T. President _____ Date _____

Principal _____ Date _____

Superintendent _____ Date _____

REIMBURSEMENT FROM SPACT FOR ASSOCIATION LEAVE

(To be Completed FOLLOWING Completion of Association Leave and given to the Association's Treasurer along with a copy of the signed Association Leave Form for payment.)

NAME _____

Dates of Association Leave _____

| | | |
|--|-------------------------|-----------------|
| LIST ACTUAL EXPENSES: | TRAVEL: _____ | \$ _____ |
| *ITEMIZED RECEIPTS MUST BE ATTACHED | MEALS: _____ | \$ _____ |
| | LODGING: _____ | \$ _____ |
| | INCIDENTALS: _____ | \$ _____ |
| | REGISTRATION FEES _____ | \$ _____ |
| | TOTAL | \$ _____ |

DATE: _____

SIGNATURE OF S.P.A.C.T. MEMBER

ACTION TAKEN:

S.P.A.C.T. TREASURER (signature)

DATE

GRIEVANCE REPORT

Name of Grievant Date Filed

Master Contract (section) violation Date-cause of grievance occ.

Statement of Grievance:

Relief sought (if additional space is needed, attach additional sheet):

SPACT Member's Signature Date

SPACT President

SPACT Grievance Chairperson

STEP I

Disposition by Principal or Immediate Supervisor _____

Signature Date

Position of Grievant and/or Association:

Continue to **next step** or **dismiss grievance** (mark one)

Signature _____ Date _____

STEP II

Date Received by Superintendent _____

Disposition of Superintendent _____

Signature Date

Position of Grievant and/or Association:

Continue to **next step** or **dismiss grievance** (mark one)

Signature Date

STEP III

Date submitted to Board of Education _____

Disposition and Award of Board of Education _____

Signature Date

SICK LEAVE AND/OR PERSONAL LEAVE BUY BACK

To: All Certified Employees

From: Treasurer - South Point School District Treasurer's Office

Subject: Sick Leave and/or Personal Leave Buy Back

Date: _____

SICK LEAVE

Per Article Section 15.01 Paragraph I, the Board will pay a bargaining unit member at the rate of substitute pay + \$15.00 for any unused sick leave days, up to a maximum of 15 days earned each year. The bargaining unit member must have and maintain a 150-days sick leave balance minimum before he/she can sell back-unused sick leave days. If the bargaining unit member has and maintains a 150-sick leave balance minimum, he/she has the option of adding the unused sick leave days to his/her accumulation or accepting the buy-out option.

PLEASE SIGN, DATE AND RETURN BY **MAY 15**. MARK THE APPROPRIATE OPTION BELOW AND RETURN TO THE PAYROLL DEPARTMENT IN THE TREASURES OFFICE.

I _____ Elect to be paid for my unused sick leave, for the _____ School Year, and by my signature affirm that I have the required, minimum balance of 150 sick days accumulated.

I _____ Elect for my unused sick leave for the _____ School Year, to be added to my accumulated sick leave days.

PERSONAL LEAVE

Please note Article 15 section 15.05 of the current contract gives the option of letting unused personal days be converted to sick leave or receiving payment for them at the rate of substitute pay plus \$ 15.00.

PLEASE INDICATE BELOW, WITH YOUR SIGNATURE YOUR PREFERENCE AND RETURN TO THE TREASURER'S OFFICE BY **MAY 15**.

I _____ wish to be paid for my unused personal days.

I _____ wish the balance of my personal days to be converted to sick leave and added to my accumulated sick leave days.

TEACHER'S CONTRACT – LIMITED

Rev. Code, Secs. 3313.33; 3319.08, .09

AN AGREEMENT entered into between _____ and the Board of Education of South Point Local School District in Lawrence County, Ohio; the said _____ hereby agrees to teach in the Public Schools of said District for a period of _____

Said _____ further agrees to abide by and maintain the rules and regulations adopted by said Board of Education for the government of the Schools of said District.

IN CONSIDERATION of and for such services, the said Board of Education agrees to pay, at the office of its Treasurer, to the said _____ the sum of the adopted salary schedule.

Entered into at South Point, Ohio this _____ day of _____, 20____

“The Master Contract negotiated between the Association _____ and Board is herein incorporated by reference. Any _____ Teacher argument or dispute will be settled by the provisions established in said Master Contract or by provisions provided _____ THE BOARD OF by law.” _____ EDUCATION

By _____

President

Treasurer

Sec. 3319.12. Each Board of Education shall cause notice to be given annually not later than July 1 to each teacher who holds a contract valid for the succeeding year, as to the salary to be paid such teacher during such year. Provisions of Sec. 3319.11, as to expiration, apply to all Limited Contracts

TEACHER'S CONTRACT – CONTINUING

Rev. Code, Secs. 3313.33; 3319.09, .11, .12

AN AGREEMENT entered into between _____ and the Board of Education of South Point Local School District in Lawrence County, Ohio; the said hereby agrees to teach in the Public Schools of said District from the date of this Contract until he/she resigns, elects to retire, is retired pursuant to law, or until said Contract is terminated or suspended as provided by law.

Said _____ further agrees to abide by and maintain the rules and regulations adopted by said Board of Education for the government of the Schools of said District.

IN CONSIDERATION of and for such services, the said Board of Education agrees to pay, at the office of its Treasurer, to the said _____ the sum of the adopted salary schedule. Said sum to be payable in a specified number of monthly installments as shall be indicated in Notices to be sent annually as provided by law.

Entered into at South Point, Ohio this _____ day of _____, 20_____

“The Master Contract negotiated between the Association _____ and Board is herein incorporated by reference. Any _____ argument or dispute will be settled by the provisions _____ established in said Master Contract or by provisions provided _____ by law.”
Teacher

THE BOARD OF EDUCATION

By _____

President

Treasurer

Sec. 3319.12. Each Board of Education shall cause notice to be given annually not later than July 1 to each teacher who holds a contract valid for the succeeding year, as to the salary to be paid such teacher during such year.

EXHIBIT A (1 of 1)

The teacher's performance rating will be combined with the results of the student growth measures to produce a summative evaluation rating as depicted in the matrix below.

EVALUATION MATRIX

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

Teachers with above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluator for the evaluation cycle.

Teachers with expected levels of growth will develop a professional growth plan collaboratively with their credentialed evaluator and will have input on their credentialed evaluator for the evaluation cycle.

Teachers with below expected levels of student growth will develop an improvement plan with their credentialed evaluator. The administration will assign the credentialed evaluator for the evaluation cycle and approve the improvement plan.

Additionally, at the local level, the board of education will include in its evaluation policy, procedures for using the evaluation results for retention and promotion decisions and for removal of poorly-performing teachers. Seniority will not be the basis for teacher retention decisions, except when deciding between teachers who have comparable evaluations.

The local board of education will also provide for the allocation of financial resources to support professional development.

LEGAL REFS. ORC 3319.111; 3319.112

Teacher Performance Evaluation Rubric

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

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

EXHIBIT B (2 of 6)

| INSTRUCTIONAL PLANNING | | Ineffective | Developing | Skilled | Accomplished |
|------------------------|---|--|--|--|--|
| INSTRUCTIONAL PLANNING | <p>PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference</p> | <p>The teacher's lesson does not build on or connect to students' prior knowledge, or the teacher may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.</p> | <p>The teacher makes an attempt to connect the lesson to students' prior knowledge, to previous lessons or future learning but is not completely successful.</p> | <p>The teacher makes clear and coherent connections with students' prior knowledge and future learning—both explicitly to students and within the lesson.</p> <p>The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.</p> | <p>The teacher uses the input and contributions of families, colleagues, and other professionals in understanding each learner's prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers as well as prepares opportunities for students to apply learning from different content areas to solve problems.</p> <p>The teacher plans and sequences instruction that reflects an understanding of the prerequisite relationships among the important content, concepts, and processes in school and district curriculum priorities and in state standards as well as multiple pathways for learning depending on student needs. The teacher accurately explains how the lesson fits within the structure of the discipline.</p> |
| | <p>KNOWLEDGE OF STUDENTS (Standard 1: Students)</p> <p><i>Sources of Evidence:</i> Analysis of Student Data Pre-Conference</p> | <p>The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information.</p> <p>The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.</p> | <p>The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.</p> <p>The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.</p> | <p>The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.</p> <p>The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.</p> | <p>The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information.</p> <p>The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans.</p> <p>The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.</p> |

EXHIBIT B (3 of 6)

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

EXHIBIT B (4 of 6)

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

EXHIBIT B (5 of 6)

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

EXHIBIT B (6 of 6)

| Professionalism | | | | | |
|-----------------|--|--|---|--|---|
| | | Ineffective | Developing | Skilled | Accomplished |
| PROFESSIONALISM | <p>PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)</p> <p><i>Sources of Evidence:</i> Professional Development Plan or Improvement Plan; Pre-conference; Post-conference; daily interaction with others</p> | <p>The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues.</p> | <p>The teacher 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 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 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 fails to understand and follow regulations, policies, and agreements.</p> | <p>The teacher understands and follows district policies and state and federal regulations at a minimal level.</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 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 fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.</p> | <p>The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.</p> | <p>The teacher sets data-based short- and long-term professional goals and takes action to meet these goals.</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> |

Exhibit C
1 of 2

Informal Observation: General Form

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

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

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

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

Evaluator Summary Comments:

Recommendations for Focus of Informal Observations:

Evaluator Signature: _____

Photocopy to Teacher

Exhibit C
2 of 2

Informal Observation: Open-Ended Form

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

Evaluator Name: Time Walkthrough Begins: Time Walkthrough Ends:

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

Evaluator Summary Comments:

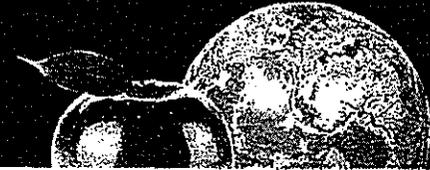
Evaluator Signature:

Photocopy to Teacher

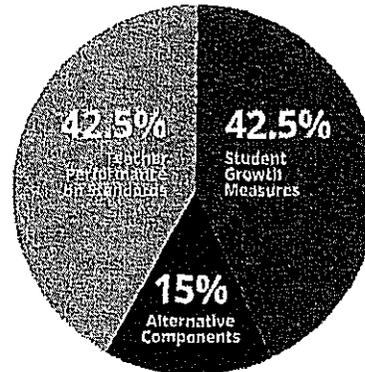
Exhibit D
1 of 1

Ohio TEACHER EVALUATION SYSTEM (OTES)

Alternative Framework for 2014-2015*



| Teacher Performance Standards |
|--|
| <p>Above Expected or Expected Growth = Professional Growth Plan</p> <p>Below Expected Growth = Improvement Plan</p> |
| <p>Formal observation and classroom walkthroughs/informal observations</p> <p>Pre-conference</p> <p>Observation</p> <p>Post-conference</p> <p>Complete performance rubric</p> <p>Mid-Year Review and Conference</p> |
| <p>Formal observation and classroom walkthroughs/informal observations</p> <p>Pre-conference</p> <p>Observation (both completed by May 1)</p> <p>Post-conference</p> <p>Complete performance rubric</p> <p>Written report (by May 10)</p> <p>Final Review and Conference</p> |



Alternative Components

One of the following:
 Student surveys
 Teacher self-evaluations
 Peer review evaluations
 Student portfolios

Final Summative Rating

ACCOMPLISHED

EFFECTIVE

INEFFECTIVE

| Student Growth Measures |
|---|
| <p>A1 – Teacher instructs Value-Added subjects exclusively</p> <ul style="list-style-type: none"> Teacher level Value-Added: 42.5% <p align="right">42.5%</p> |
| <p>A2 – Teacher instructs Value-Added courses, but not exclusively</p> <ul style="list-style-type: none"> Teacher level Value-Added proportionate to teacher's schedule: 10 – 42.5% District measures proportionate: 0 – 32.5% <p align="right">10 – 42.5% 0 – 32.5%</p> |
| <p>(or) B – Approved vendor assessment teacher-level data available</p> <ul style="list-style-type: none"> Approved vendor assessment: 10 – 42.5% District measures: 0 – 32.5% <p align="right">10 – 42.5% 0 – 32.5%</p> |
| <p>(or) C – No teacher-level Value-Added or approved vendor assessment data available</p> <ul style="list-style-type: none"> District measures: 42.5% <p align="right">42.5%</p> |

* For the 2015-2016 academic year and thereafter, the teacher performance measure and student growth measure shall be equal percentages (with a minimum of 42.5 percent each), and the remaining percentage shall be the selected alternative component.

Exhibit E
1 of 1

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

Evaluator Signature

Date

Teacher Signature

Date

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

Improvement Plan

Teacher Name: _____

Grade Level/ Subject: _____

School year: _____ Building: _____

Date of Improvement Plan Conference: _____

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

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

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

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

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

Improvement Plan (continued)

Section 3: Specific Plan of Action

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

| Actions to be Taken | Sources of Evidence that Will Be Examined |
|---------------------|---|
| | |

Section 4: Assistance and Professional Development

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

| |
|--|
| |
|--|

Date for this Improvement Plan to Be Evaluated:

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Evaluation: _____

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

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

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

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

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

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

Exhibit G (1 of 4)

Teacher Self-Evaluation as an Alternative Component of Teacher Evaluation

PURPOSE: Teacher Self-Evaluation promotes an objective self-reflection of strengths and areas for growth. This reflection should be based on analysis of evidence about effective instructional practices and the impact of those practices on student learning. This reflection informs an action plan, which strengthens instruction, assessment and professional practices. The local district is responsible for decisions regarding self-evaluation, such as timelines and selection of reviewer.

Self-Evaluation is a one-year reflection based upon existing data, such as the Professional Growth/ Improvement Plan, the electronic Teacher and Principal Evaluation System (eTPES) Self-Assessment, Resident Educator's Self-Assessment, and the prior year's evaluation results. Additionally, the one year self-evaluation may be used to inform or support the five-year Individual Professional Development Plan (IPDP).

Step 1: Self-reflect on performance on the standards (completed by the teacher at the beginning of the school year)

Use the table below (based on the *Ohio Standards for the Teaching Profession*) to respond to each standard. Thoughtfully consider the elements in each standard to determine the 1-4 rating (1= rarely, 2= sometimes, 3= frequently, 4= always).

| Standard 1: Students | 1 | 2 | 3 | 4 |
|--|--------------------------|--------------------------|--------------------------|--------------------------|
| Knowledge of how students learn and of student development | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Understanding of what students know and are able to do | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| High expectations for all students | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Respect for all students | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Identification, instruction and intervention for special populations | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Evidence indicating strengths and areas for growth: | | | | |
| | | | | |
| Standard 2: Content | 1 | 2 | 3 | 4 |
| Knowledge of content | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Use of content-specific instructional strategies to teach concepts and skills | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Knowledge of school and district curriculum priorities and Ohio academic content standards | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Relationship of knowledge within the discipline to other content areas | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Connection of content to life experiences and career opportunities | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Evidence indicating strengths and areas for growth: | | | | |
| | | | | |

Exhibit G (2 of 4)

Teacher Self-Evaluation as an Alternative Component of Teacher Evaluation

| Standard 3: Assessment | 1 | 2 | 3 | 4 |
|--|--------------------------|--------------------------|--------------------------|--------------------------|
| Knowledge of assessment types | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Use of varied diagnostic, formative and summative assessments | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Analysis of data to monitor student progress and to plan, differentiate and modify instruction | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Communication of results | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Inclusion of student self-assessment and goal-setting | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Evidence indicating strengths and areas for growth: | | | | |
| Standard 4: Instruction | 1 | 2 | 3 | 4 |
| Alignment to school and district priorities and Ohio academic content standards | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Use of student information to plan and deliver instruction | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Communication of clear learning goals | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Apply knowledge of how students think and learn to instructional design and delivery | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Differentiation of instruction to support learning needs of all students | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Use of activities to promote independence and problem-solving | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Use of varied resources to support learner needs | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Evidence indicating strengths and areas for growth: | | | | |
| Standard 5: Learning Environment | 1 | 2 | 3 | 4 |
| Fair and equitable treatment of all students | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Creation of a safe learning environment | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Use of strategies to motivate students to work productively and assume responsibility for learning | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Creation of learning situations for independent and collaborative work | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Maintenance of an environment that is conducive to learning for all students | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Evidence indicating strengths and areas for growth: | | | | |

Exhibit G (3 of 4)

Teacher Self-Evaluation as an Alternative Component of Teacher Evaluation

| Standard 6: Collaboration and Communication | 1 | 2 | 3 | 4 |
|--|--------------------------|--------------------------|--------------------------|--------------------------|
| Clear and effective communication | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Shared responsibility with parents/caregivers to support student learning | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Collaboration with other teachers, administrators, school and district staff | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Collaboration with local community agencies | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Evidence indicating strengths and areas for growth: | | | | |
| Standard 7: Professional Responsibility and Growth | 1 | 2 | 3 | 4 |
| Understanding of, and adherence to, professional ethics, policies and legal codes | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Engagement in continuous, purposeful professional development | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Evidence indicating strengths and areas for growth: | | | | |

Step 2: Self-evaluation summary and planning(completed by the teacher at the beginning of the school year)

The quality and thoroughness of the responses will determine the overall rating. As such, refer to the rubric on page 4 as responses are constructed.

Summarize the findings of the self-evaluation and determine focus area(s) for the year:

Design a course of action for the school year based on your focus area(s).

How will your work in these focus areas improve student learning?

How will success be measured?

Exhibit G (4 of 4)

Teacher Self-Evaluation as an Alternative Component of Teacher Evaluation

Step 3: Scoring the Self-Evaluation* (completed by the reviewer)

The reviewer should use the rubric below to determine a holistic rating. The rating is based on the **quality and thoroughness of responses**.

| 1 | 2 | 3 | 4 |
|---|--|---|--|
| <p>The teacher has attempted to analyze the performance standards or student growth data to determine strengths and areas for improvement. The analysis is either incomplete or lacks objectivity.</p> <p>Rarely collects data to support the analysis.</p> <p>Summary and plan of action are incomplete. Timeline is unclear.</p> <p>The response incompletely explains how the plan will result in improved teacher practice and student learning.</p> <p>The success metric is based on analysis of incomplete data and unclearly measures the expected results of the plan of action.</p> | <p>The teacher has analyzed performance standards and student growth data in some areas to determine strengths and areas for improvement, yet gaps exist in the analysis.</p> <p>Intermittently collects data to support the analysis.</p> <p>Summary and plan of action are minimally addressed. The plan lacks a reasonable timeline.</p> <p>The response vaguely explains how the plan will result in improved teacher practice and student learning.</p> <p>The success metric is based on analysis of limited data and partially measures the expected results of the plan of action.</p> | <p>The teacher has objectively analyzed performance standards and student growth data to determine strengths and areas for improvement.</p> <p>Consistently collects data and identifies essential evidence to support the analysis.</p> <p>Summary and plan of action are satisfactory. The timeline is adequate.</p> <p>The response adequately explains how the plan will result in improved teacher practice and student learning.</p> <p>The success metric is based on analysis of important data and reasonably measures the expected results of the plan of action.</p> | <p>The teacher has objectively and collaboratively analyzed performance standards and student growth data to determine strengths and areas for improvement.</p> <p>Frequently collects data and identifies essential evidence from multiple sources to support the analysis.</p> <p>Summary and plan of action are articulate, clear and include a reasonable timeline.</p> <p>The response clearly explains how the plan will result in improved practice and student learning, along with contributing to learning within the organization.</p> <p>The success metric is based on analysis of critical data and comprehensively measures the expected results of the plan of action.</p> |

Reviewer: Consider the indicators above that most accurately describe the quality and thoroughness of the teacher's responses.

| Holistic rating | 1 | 2 | 3 | 4 |
|--|----------------------------------|----------------------------------|-----------------------------------|------------------------------------|
| Overall numerical rating for eTPES entry: | <input type="checkbox"/> Minimal | <input type="checkbox"/> Partial | <input type="checkbox"/> Thorough | <input type="checkbox"/> Extensive |

*If previous evaluation was not completed using the Ohio Teacher Evaluation System rubric, the local evaluation may be used. Because the self-evaluation is based on past performance, teachers new to the profession will not be able to complete Step 1 of the self-evaluation. Educators new to the profession may use the Resident Educator's Self-Assessment to assist in completing Step 2 of the Self-Evaluation.

Date of Self-Evaluation Conference: _____

Teacher Signature: _____

Reviewer Signature: _____

MEMORANDUM OF UNDERSTANDING

AGREEMENT

In an effort to resolve a dispute that has arisen regarding the Settlement Agreement executed in State Employment Relations Board ("SERB") Case No. 97-REP-08-1096 and specifically the appropriate classification of the Technology Specialist position, the South Point Local School District Board of Education ("the Board") and the South Point Association of Classroom Teachers ("SPACT") agree as follows:

1. The employee currently holding the District Technology Specialist/District Technology Coordinator position ("Technology Specialist") will continue to perform the duties of that position until he resigns or his employment is otherwise terminated. While that employee holds the Technology Specialist position, it will be a non-administrative, non-supervisory position that is not included in the SPACT bargaining unit or in the Ohio Association of Public School Employees ("OAPSE") bargaining unit.
2. Should the position of Technology Specialist become vacant in the future, the Board will post the position and the posting will indicate that administrative certification is preferred and that the position will be an administrative position. However, if the most qualified candidate, as determined solely by the Board, for the Technology Specialist position does not possess administrative certification, then the Board will fill the position as it deems appropriate and the position will be a non-administrative, non-supervisory position that is not included in the SPACT or the OAPSE bargaining unit.
3. If the Board is unable to fill the position of Technology Specialist after posting the position, then the Board will contract with a private company or individual to perform the work previously performed by the Technology Specialist. In this case, the person performing the work would not be an employee of the Board.

This agreement resolves any dispute existing relative to the Settlement Agreement executed in SERB Case No. 97-REP-08-1096.

SOUTH POINT LOCAL SCHOOL
DISTRICT BOARD OF EDUCATION

Rick D. Waggoner, Superintendent

Date signed: July 31, 2000

SOUTH POINT ASSOCIATION
OF CLASSROOM TEACHERS

Rita Vance, President of SPACT

Date signed: July 31, 2000

OHIO ASSOCIATION
OF PUBLIC SCHOOL
EMPLOYEES

Hazel Hinkle, President of OAPSE

Date signed: July 31, 2000