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AGREEMENT BETWEEN

**THE BOARD OF EDUCATION OF THE
ORANGE CITY SCHOOL DISTRICT**

AND

THE ORANGE TEACHERS ASSOCIATION

**Effective July 1, 2015
Through and Including June 30, 2018**

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I. RECOGNITION

A. RECOGNITION

The Board of Education of the Orange City School District (hereinafter same as "Board") recognizes the Orange Teachers' Association affiliated with the Ohio Education Association, the North Eastern Ohio Education Association, and the National Education Association (hereinafter referred to as the "Association") as the sole and exclusive bargaining agent for the members of the bargaining unit (hereinafter "unit member"). The bargaining unit shall consist of all certificated personnel. The limited contract issued to a teacher employed for a specific period of time to cover a vacancy of a known duration shall be deemed to automatically expire at the close of said period, without need for Board action to nonrenew. Aides, other substitutes, and tutors who are to be paid by a separate rate, as well as Supervisory and management level employees as defined by the Ohio Collective Bargaining Law are excluded from the bargaining unit. The Superintendent, Central Office Administrators, Treasurer, Assistant Treasurer, Central Office Administrative Assistants, Principals, Assistant Principals, Building Administrative Assistants, Directors, Associate Directors and Supervisors and Administrative Coordinators are excluded from the bargaining unit.

B. DEFINITIONS

The terms listed below, when used in this Agreement, shall be defined as follows:

1. **Employee:** Any Employee in the Bargaining Unit defined in Article I, Section A of this Agreement.
2. **Day:** Calendar Day
3. **Workday:** A day on which an Employee is scheduled to report to work during the regular school year; during the summer recess, any Monday through Friday when the Central Administration office is open for regular business, excluding recognized holidays.
4. **Immediate supervisor:** The principal or person in a comparable administrative or supervisory position responsible directly for the supervision and direction of an Employee and to whom the Employee is directly responsible. Immediate supervisor shall not be a person who is an Employee of the bargaining unit represented by the Association.
5. **Superintendent:** The Superintendent of the Orange City School District or her/his designated representative.

6. OTA or the Association: The Orange Teachers Association.
7. Board: The Board of Education of the Orange City School District.
8. District: The Orange City School District.
9. Seniority: The longest uninterrupted service as an Employee, beginning with the first day of work in a bargaining unit position in the District. Seniority shall not be deemed to be interrupted by any leave approved and granted pursuant to this Agreement or Board policy, by any layoff, nor by disability retirement.
 - a. Service rendered beyond the regular school year or beyond the regular workday will not be counted toward seniority.
 - b. An Employee who accepts/accepted an administrative position in the District and who subsequently returns/returned to the bargaining unit shall retain previously accrued bargaining unit seniority but shall not accrue seniority during the period of administrative service.
 - c. Effective September 1, 1999, seniority for Employees who render service during the workday for fewer hours than the ordinary and normal maximum number of hours for such assignment shall be determined as follows:

The total number of hours worked during the regular school year shall be divided by the maximum number of hours worked ordinarily and normally in such assignment, then divided by the number of workdays in the school year (185).
 - d. If the seniority of two or more Employees is equal, the additional criteria for determining seniority, in the following order, shall be:
 - i. The date of the Board meeting at which the Employee was hired; and then by
 - ii. The stamped date on which the Employee submitted the signed copy of his/her contract to the personnel office; and then by
 - iii. Total teaching experience; and finally by
 - iv. The decision of the Superintendent.
 - e. Seniority RIF List: All Employees shall be placed on a seniority list within their area or areas of certification/licensure giving preference to those on continuing contracts over those on limited contracts. A copy of the seniority list and updates thereto shall be provided to

the OTA president and shall be posted on Employee bulletin Boards in each school.

II. NEGOTIATIONS PROCEDURE

- A. Either the Association or the Board may initiate negotiations by letter of submission forwarded to the other party by April 1 of the year in which this contract expires. The parties shall meet within ten (10) calendar days of such request to present negotiation proposals, unless the parties mutually agree to meet at a later date.
- B. All negotiations sessions shall be closed to the public and media and conducted during times mutually agreed upon by the respective parties.
- C. Each negotiating team shall consist of no more than five (5) persons. Each team may have up to two (2) additional persons as observers or consultants at the table from time to time. The composition of the team shall be in the sole discretion of the respective parties; however, once selected, no substitutes will be permitted without the agreement of the other party. Consultants used by either party shall be paid by the party using them.
- D. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, make concessions and breach tentative agreement.
- E. As negotiation items receive tentative agreement by the parties, each item shall be reduced to writing and initialed by the representatives of each party.
- F. Upon reaching tentative agreement upon the contract, said contract shall be presented to the Association for ratification within ten (10) weekdays. Upon ratification by the Association, the contract shall be presented to the Board for adoption within ten (10) weekdays.
- G. Impasse may be declared by either party no sooner than forty-five (45) calendar days after the initial bargaining session. Upon declaration of impasse a request shall be made to the Federal Mediation and Conciliation Service (FMCS) to provide a mediator. When started, mediation shall continue until tentative agreement is reached on all unresolved items with mediation sessions being held at the direction of the mediator.
- H. In the event the parties are unable to reach agreement by the end of May of the year in which this Agreement expires, negotiations shall be suspended until a mutually agreeable date in June prior to the expiration of this Agreement and negotiations shall resume on that date. Thereafter, all of the terms in each article of this Agreement shall remain in effect until

the expiration of this Agreement or while the parties mutually agree to continue the negotiations process.

III. GRIEVANCE PROCEDURE

A. DEFINITIONS

1. "Administration" shall mean those excluded from the bargaining unit as identified in Article I, Section A.
2. "Grievance" shall mean a claim by an Employee(s) or the Orange Teachers Association that there has been a violation, misinterpretation or misapplication of this Contract between the Association and the Board. If any grievance arises, there shall be no stoppage or suspension of work, for it is intended that it shall be submitted to this Grievance Procedure.
3. "Grievant" shall mean the Employee(s) initiating a grievance.
4. "Immediate Supervisor" shall mean that administrator having immediate supervisory responsibility over the grievant.

B. RIGHTS OF THE GRIEVANT AND THE ASSOCIATION

1. A grievant may at his/her sole discretion be accompanied at all steps of the grievance by OTA representation.
2. The purpose of these procedures is to secure, at the lowest level administrator having authority to resolve the grievance, equitable solutions to grievances. All parties agree that grievances will be kept as confidential as is appropriate and processed as expeditiously as possible.
3. If the grievance involves more than one work location or a group or class of Employees and the immediate supervisor is without authority to grant the relief sought, or if the grievance arises from the action or inaction of an administrator above the level of the immediate supervisor, the grievance may be filed initially with the Superintendent at Step II of the grievance procedure, with concurrent written notice of such filing provided to the immediate supervisor. In such instances, the informal discussion may be waived by either party.

C. TIME LIMITS

1. The number of days indicated at each step in the procedure shall be the maximum.

2. If the grievant does not present a grievance within twenty (20) workdays of the occurrence of the act or conditions on which the grievance is based, or within twenty (20) workdays of the date on which the grievant reasonably could have known of the event(s) giving rise to the grievance, then the grievance shall be considered waived.
3. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step and further appeal shall be barred.
4. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.
5. Every effort will be made to process grievances to a satisfactory conclusion by the end of a school year.
6. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend, but not during the workday unless the parties otherwise agree.
7. The time limits set forth in Steps I through III of this grievance procedure may be extended by mutual agreement.

D. INFORMAL GRIEVANCE PROCEDURE

A grievance, except as indicated above in B2 shall first be presented to the principal or immediate supervisor in an attempt to resolve the problem.

E. FORMAL GRIEVANCE PROCEDURE

1. STEP I

If the grievance is not resolved within five (5) workdays of the informal claim, it may be pursued further by submitting a completed Grievance Report Form, Step I, in duplicate. Copies of this form shall be submitted by the grievant to the immediate supervisor. Within five (5) workdays of the receipt of the Grievance Report Form, the immediate supervisor shall meet with the grievant. The immediate supervisor shall write a disposition of the grievance within five (5) workdays after such meeting by completing Step I of the Grievance Report Form and returning a copy to the grievant, the Association, and the Superintendent.

2. STEP II

If the grievant is not satisfied with the disposition of the grievance in

Step I, the grievant shall, within five (5) workdays of such disposition, complete Grievance Report Form, Step II, and submit same to the Superintendent or his/her designee, who shall within ten (10) workdays meet with the grievant. Within ten (10) workdays of this meeting, the Superintendent or his/her designee shall write his/her disposition of the grievance, by completing his/her portion of Step II, forwarding a copy to the grievant, the Association, and the immediate supervisor.

3. **STEP III**

If the grievant is not satisfied with the disposition of the grievance at Step II, the OTA may request a hearing before an arbitrator by completing Grievance Report Form, Step III. The grievant's request for arbitration shall be made within five (5) workdays following either the receipt of the disposition of grievance or the lapse of twenty-five (25) workdays following grievant's submission of the Grievance Report Form to the Superintendent under Step II, whichever occurs first. The parties may first attempt to agree upon an arbitrator to hear the grievance. If the parties are unable to agree within five (5) workdays from the date of the Superintendent's receipt of notice of intent to submit the grievance to arbitration, OTA shall then request the American Arbitration Association to administer the proceedings under the voluntary rules of that Association.

4. The decision of the Arbitrator shall be binding on all of the parties to this contract and to the grievance.
5. Once the Arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the AAA.
6. The Arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon.
7. The Arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, nor add to, detract from, or modify the language therein in arriving at his/her decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations or declaration of opinion which are not directly essential in reaching his/her decision.

8. The Arbitrator shall not interfere with management prerogatives as set forth in the Ohio Revised Code or this Agreement between the Orange Board of Education and the OTA.
9. The costs for arbitration shall be paid equally by the Association and the Board.
10. The cost of a stenographer will be paid by the party ordering a transcript of the hearing. If both parties order a transcript, the cost shall be paid equally.

F. MISCELLANEOUS

1. Nothing contained in this procedure shall be construed as limiting the individual right of the Employee having a complaint or problem to discuss the matter informally with Employees of the administration through normal channels of communication.
2. All written and printed matter dealing with the processing of a grievance shall be confidential and shall be filed separately from personnel files.
3. Attendance At Grievance Meetings: If an Employee's presence is required as a witness at any grievance meeting described in this Article he/she shall be made available for such meeting without loss of pay or leave. Nothing in this provision requires that grievance meetings be held during the regular instructional day. Whenever illness or other incapacity of either party or its representatives prevents attendance at a grievance meeting, the time limit shall be extended to such time that such person(s) can be present.
4. The fact that an alleged contract violation has occurred in the past and which violation or alleged violation was not subject to the grievance procedure shall not be deemed to create a waiver of any right which might be asserted by the OTA or an Employee.
5. There shall be no reprisal taken against an individual Employee, the OTA, or any of its officers as a result of the filing of a grievance.

Grievance Form No. 1000 – see Forms section at end of this agreement.

IV. BOARD OF EDUCATION RIGHTS

- A. Except as otherwise specified in this Agreement, the Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and of the United States, including

but without limiting the generality of the foregoing all of the rights identified in the Ohio Revised Code. These include:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of service, its overall budget, utilization of technology, and organizational structure;
 2. Direct, supervise, evaluate or hire Employees;
 3. Maintain and improve the efficiency and effectiveness of governmental operations;
 4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
 5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain Employees;
 6. Determine the adequacy of the work force;
 7. Determine the overall mission of the employer as a unit of government;
 8. Effectively manage the work force;
 9. Take action to carry out the mission of the public employer as a governmental unit.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by:
1. the specific and express terms of this contract and
 2. the Ohio Statutes; and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States.

V. ASSOCIATION RIGHTS

The Orange Teachers Association, acting as the duly recognized sole and exclusive bargaining agent, hereby retains and reserves unto itself all rights and responsibilities granted it by the laws and the Constitution of the State of Ohio

and of the United States, including but not limited to all of the rights identified in the Ohio Revised Code. The Association's rights include:

- A. The right to engage in concerted activities for the purpose of collective bargaining or other mutual aid and protection.
- B. The right to represent all Employees of the bargaining unit.
- C. The right to bargain collectively with the Board to determine wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of the collective bargaining agreements, and enter into collective bargaining agreements.
- D. The right to present grievances and assist Employees to present grievances and have them adjusted, and have the opportunity to be present at the adjustment of grievances for all Employees of the bargaining unit.
- E. The right to engage in a lawful strike within the limitations of the Ohio Revised Code.
- F. The right to have at least one Association Employee appointed to each district level committee. In the case of building level meetings or committees the principal shall offer the building representative the option of including an Association Employee in such meetings or committees.
- G. The right to use the school buildings at all reasonable hours for meetings, provided arrangements are made with the building principal. When special custodial service is requested the Board may make a reasonable charge.
- H. The right to use school mailboxes for distribution of Association material as well as the use of the bulletin Board in the Employees' lounge of each building.
- I. The right to reasonable use of the school telephones, typewriters, and central office copy equipment, computer equipment, e-mail system, network, fax machine to carry out official Association responsibilities provided such does not interfere with teaching responsibilities or the orderly conduct of school business.
- J. The right to address new Employees for up to thirty (30) minutes during the orientation days prior to the opening of school.
- K. The right to address all staff for five (5) minutes at the general meeting opening the school year.

- L. Employees who are officers of the unit may leave their building with principal approval to deal with the unit's business as long as that business is restricted to the Orange School campus. Exceptions can be made for the Unit President to leave the campus through the Office of the Superintendent of Schools or his/her designee.
- M. The Association, upon prior request, may use five (5) minutes of faculty meetings for Association business. The placement of that five (5) minutes is to be agreed upon with the building principal.
- N. In consideration of the legal duty of unit representation and service, the Association President's and Vice President's official workday will be the same as the student day in his/her building. If feasible, the President and Vice President will be scheduled for a planning period at the end of the day. If an Employee in the high school, the President/Vice President will not have a homeroom.
- O. Association Leave. Absence of an Employee when occasioned by attendance at an Employee organization meeting or convention shall be permitted without loss of pay or deduction of personal or Sick Leave time. During any school year, a total of ten (10) days of Association leave shall be made available, with additional days possible by agreement of the Superintendent. Only the OTA president may request use of an Association leave day on his/her own behalf or on behalf of another Employee. Such notice of the intent to use an Association leave day shall be provided in writing to the affected Employee(s), building principal and the Central Office Administrator at least three (3) workdays in advance of the intended absence, except in the case of an emergency.
- P. Bargaining Unit Roster. Upon request, OTA shall be provided a current bargaining unit roster by September 15 and by March 15 of each school year. The roster shall include the Employee's name, building assignment and teaching assignment.
- Q. Officer Leave. Upon request of OTA, an Employee elected to a state or national office of an affiliated professional organization will be granted an unpaid leave of absence to serve in such office.
- R. Employee relations meetings. The Superintendent and other administrators she/he selects and OTA representatives shall endeavor to meet monthly (or more or less frequently as agreed to by the parties) at a time convenient to both parties but not during the Employee instructional day for the purposes of reviewing the implementation of this Agreement and to discuss other matters of mutual interest as they arise. Such meetings may be cancelled by either party.

- S. The appropriate administrator will hold a conference with a unit member for the purpose of discussing any disciplinary problem. This conference may be private, or if the unit member desires, he/she is permitted to have one association representative present.

VI. ASSOCIATION MEETINGS

Recognizing the mutual benefit that accrues to the school system through the cooperative efforts of the Administration and the Orange Teachers Association, the Board of Education establishes the following procedures regarding meetings and communications.

- A. At the beginning of each school year, the Orange Teachers Association working with the Superintendent or his designee may establish a regular Association meeting time on a designated day once each month. The predetermined day of the month shall be selected and remain constant through that school year. The time of the meeting shall be 3:30 p.m. or in the case of an individual building 10 minutes following the dismissal of the students (if in the a.m., the meeting must conclude 15 minutes prior to the start of the formal student day).
- B. Should an officer of the Orange Teachers Organization or a committee chairman (OTA) need to visit a school building for OTA business during the normal teaching day but outside the pupils' school day, notification should be given to each of the building offices involved. If the visits are before or after working hours, notification is not necessary.
- C. If it is necessary for an OTA officer or committee chairman to visit schools during the workday, those times should be mutually agreed upon by the officer and the Superintendent or his designee and understood by the Principal(s). Such a request may originate from the administration as well as from the Orange Teachers Association.

VII. ASSOCIATION DUES

- A. **FAIR SHARE FEE**
 - 1. In recognition of the bargaining agents' service, all Employees of the bargaining unit who do not join the Association shall pay a Fair Share Fee. The amount of the fee shall not be more than 100% of the amount of the Association's United Teaching Profession dues, UniServ fee, and assessments of the Employees of the affiliate representing the bargaining unit. It shall be the responsibility of the Association to prescribe an internal procedure to determine a rebate, if any, for non-Employees which procedure conforms to the provisions of Section 4117.09(C) of the Ohio Revised Code. It is the responsibility of the Human Resource Department to advise newly employed Employees of this provision.

2. The fees shall be prorated for Employees employed for less than a full school year. The Board will automatically deduct the fee beginning with the first pay date which occurs on or after January 15 annually. In the case of Employees first hired after the beginning of the school year, the amount of the fee shall be prorated and the deduction shall commence on the first pay date on or after the latter of (1) sixty (60) calendar days of employment in a bargaining unit position or (2) January 15. The automatic deduction, which does not require written authorization of the Employee, shall follow the deduction schedule established for Fair Share Fee Employees and for the paychecks from which Fair Share Fee dues will be deducted during the period from January 15th through the remainder of the school year. Monthly fee payments will be forwarded electronically to the Association Treasurer by the Board Treasurer. In the event the dues are not able to be transmitted electronically, OEA/OTA shall notify the Office of the Treasurer and, within two (2) business days of such notification, either the transmission of the monies will be completed electronically or a hard check will be issued.

B. DUES DEDUCTION

1. The Board will deduct dues from each Employee's pay provided that the Employee authorizes such deductions in writing on the Ohio Education Association membership receipt forms. Dues deduction authorization shall remain in full force and effect from year to year. By October 1 each year of the contract, the Association will supply the Treasurer with information for the current year's dues deductions, including Employees' names, building assignments, and the total amount to be deducted from each Employee's pay. There will be eighteen (18) equal deductions, starting with the first paycheck in October. The Board's obligation under this article shall cease in regard to any Employee who ceases to earn pay or who leaves the Board's employment.
2. The dues deducted shall be forwarded to the Association Treasurer by the Board Treasurer each month, with the names of Employees having deductions. In the event the dues are not able to be transmitted electronically, OEA/OTA shall notify the Office of the Treasurer and, within two (2) business days of such notification, either the transmission of the monies will be completed electronically or a hard check will be issued. Dues deductions shall not be provided for any other Employee organization representing Employees except the Association and its affiliates and affiliated organizations. The Association agrees to indemnify and hold the Board harmless against any and all claims that arise out of or are in any way related to the deduction of dues pursuant to this Article.

3. The Association and the Board will give written annual notification to the membership that dues deduction authorization may be withdrawn, in writing, during the period beginning September 1 and ending September 10. In order to withdraw the authorization, the Employee must send written notification to the Board Treasurer and Association President no later than September 10. The Treasurer shall furnish the Association with a list of the withdrawals each September 15. If the dues deduction authorization is not revoked, in writing, during the period specified above, it shall remain in effect.
4. In the event an Employee severs employment or takes an unpaid leave with the District, the balance of the dues owed to OTA for that year shall be deducted from the Employee's last pay check of that year.

VIII. PERFORMANCE OF EMPLOYEES

A. JOB DESCRIPTION

1. A current job description shall be on file in the principal's office for each certified Employee assigned to that particular building. The job description listed in Item 9 below shall be mutually developed by the principal and the certified Employee. Job descriptions do not involve the duties of supplementary contracts. Each job description shall contain, but not be limited to, the following job-related responsibilities:
 1. Curriculum & Instruction
 2. Pupil Management
 3. Pupil Planning
 4. Pupil Assessment
 5. Classroom Environment
 6. Staff Relationship
 7. Communications
 8. Professional Responsibilities
 9. Specific Job Responsibilities
2. OTA understands the administration plans to generate new and update existing job descriptions for supplemental contract positions. Upon completion of the drafts, the administration will share such drafts with the OTA president for comment and will consider modifications of the draft to reflect those comments.
3. If a supplemental contract holder is concerned about a change in assigned supplemental duties after the start of the year, which

supplemental duties are not reflected, in the view of the contract holder, in the job description, or where no job description for the position has been completed, the OTA President and Director of Human Resources shall meet with the supplemental contract holder and building principal in an effort to resolve the matter. If a resolution satisfactory to the supplemental contract holder and principal cannot be achieved, the supplemental contract holder shall be entitled to resign from the supplemental position and shall be compensated for that portion of contract responsibilities she/he has completed through the date of the resignation.

B. EXPECTATIONS OF EMPLOYEES

- 1. Employees should have well defined, written goals for instruction arising from and consistent with the applicable course of study. The goals should be fulfilled, as much as possible, through a carefully designed instructional approach. All Employees should develop methods of evaluating their progress.**
- 2. All formal instruction will be based on graded courses of study for the various subject areas. These courses of study are to serve as a framework from which an Employee will develop units of study, individual lesson plans, and approaches to instruction which will serve the students' individual needs at a particular time. These shall be used to map the logical sequence of instruction. The format and content of the lesson plans for each building will be determined by the building principal with input from that building's cabinet. A description of the prescribed format and content will be included in the Employee's handbook for that building. If requested by the building principal, an Employee shall provide the building principal with copies of requested lesson plans. If an Employee is or expects to be absent, the Employee shall provide the substitute teacher with lesson plans for all classes the Employee will miss.**
- 3. All courses of study shall have objectives that are consistent with state standards and the philosophy of education of the district and allow for the application of a variety of methods and techniques consistent with the instructional program. All Employees who are assigned to work with students in grades K through 12 shall be provided with the most recently revised course of study, which may include the most recent draft revision. Employees will have electronic access to the course of study when same is available.**
- 4. It is the responsibility of each Employee to use only approved courses of study. The supervisors, principals, department heads, and subject specialists shall assist new and experienced staff Employees in implementing courses of study. In all cases,**

sufficient latitude shall be permitted to provide the Employee with time to teach the current, topical and incidental materials which add to student motivation and meaningful teaching and learning.

5. Employees will give their full attention to their school duties with active participation in the overall program of the school system.
6. A reasonable amount of professional involvement beyond the regular assignment of responsibilities is expected in any teaching position.
7. Some activities do require special training and/or more than a reasonable amount of time. In such cases a supplemental contract is issued which includes such assignments on a yearly basis, and extra compensation is arranged. Every effort will be made to see that first year Employees are given suitable assignments for a beginning Employee.
8. All newly-hired Employees shall maintain in current and valid status all areas of certification or licensure that the Employee possessed at the time s/he is hired. All other Employees shall maintain in current and valid status all areas of certification or licensure the Employee possessed as of July 1, 2015. If an Employee is assigned to teach in a licensure area in which the Employee has not taught in ten or more years, the Board shall provide the Employee with professional development as recommended by the Employee and his/her administrator, and approved by the LPDC as within the operating budget for PD.
9. Employees may not be assigned to perform custodial duties, maintenance, cleaning or other work not consistent with their professional assignments. Employees would be responsible for classroom pets, plants, and other personal items. Participation in committees and activities, within the school day, shall be voluntary and secured through sign-up sheets specifying the committee's title and function. In the event administration cannot obtain volunteers for committees/activities, the Orange Teachers Association building representatives will assist in seeking volunteers.
10. Each Employee of the bargaining unit will attend a minimum of four campus/community-sponsored events per school year. Open House will be one of the four events. Events may include concerts, plays, sporting events, graduation, campus events, building events, etc. At the end of each school year the Orange Teachers Association President, Vice President, the Superintendent and a School Board Employee will evaluate this article and may make recommendations as agreed upon.

11. Reading Recovery Employees and intervention specialists shall be relieved of their regular teaching assignments to provide substitute coverage only as a last resort.

C. RESPONSIBILITIES WITHIN BUILDING

1. All Employees of the instructional staff assigned to a given building are directly responsible to the principal of that building. All Employees of the supervisory staff who work with Employees or pupils of a building do so in cooperation with the principal of that building.
2. Employees of the faculty who are designated as heads of the English, foreign language, math, science, social studies and special education departments at Orange High School shall be granted appropriate release time each day for departmental duties in addition to their planning period.
3. All faculty Employees are subject to homeroom and/or classroom assignments and when so assigned shall handle all details of records, attendance, social activities, supervision, and other matters related to the assignment.
4. A detailed description of extra duties and responsibilities will be furnished to each appointee at the time the assignment is made.
5. Employees not assigned to homerooms or classrooms may instead be assigned other appropriate responsibilities.
6. Employees have a reasonable responsibility for all school property and equipment.
7. Employees shall complete all necessary school reports and records.
8. Employees shall participate in all appropriate parent-teacher conferences.
9. Employees have a reasonable responsibility for the supervision of students in all areas of the school buildings or the school property.
10. Extreme deviations in the conduct of students and/or others must be reported immediately to the building principal or other appropriate authority.
11. Employees shall attend all faculty meetings or conferences called by department heads or administrators before, during, or after school unless excused by the person calling the meeting or

conference prior to the time of the meeting or conference. If the person calling the meeting or conference has not issued an excuse, it is understood that the Employees' meeting or conference takes precedence over any extracurricular duty the Employee may have had and that the Employee must make necessary arrangements. It is also understood that no meeting will be called unless there is time to make these arrangements.

12. Employees involved in regularly scheduled extracurricular activities may receive an excuse from meetings covering the term of this activity. There may be exceptions when all Employees must attend, prior notice having been given. The excused Employee has the responsibility of obtaining a summary of the meeting from the chairperson of the meeting. The administrator or department head responsible for a meeting shall provide a summary for Employees excused due to assignment elsewhere under their teaching contracts.
13. With respect to practice and rehearsal sessions coordinated with staff meetings, no practice or rehearsal sessions of any kind may be scheduled at the time of any staff meeting unless special permission has been given by the person calling the meeting.

D. RESPONSIBILITIES TO STUDENTS

1. Employees are responsible for the nurture and development of each student placed in their care. Wherever possible the student's individual attributes should be taken into consideration in setting goals and expectations for him/her by Employees and the administration.
2. Pupils are the direct responsibility of the classroom and homeroom Employees to whom they are assigned. Pupils may be referred to different Employees or the administration or staff. When this is done, other Employees of the staff will work directly with pupils in cooperation with classroom Employees.
3. Employees will give every reasonable assistance to the pupils in their studies when needed because of excused absence.
4. Employees are responsible for their daily assignment except when relieved by a substitute.

E. PROFESSIONAL GROWTH/CONTINUOUS IMPROVEMENT

1. The District and Association share a commitment to a continuous improvement process, one best achieved through collaborative efforts and one designed to ensure that students of the Orange City

School District are receiving a constantly improving quality of instructional services.

2. Recognizing the vital role Employees play in the lives of children through personal influence from continued daily contact in addition to the conventional teaching responsibilities, the Orange Board of Education hopes to create an atmosphere where professional standards are high and professional growth continuous. Consequently, a program to encourage professional development has been instituted. Education is a constantly changing and growing science and often through returning to formal education by university study and other informal educational experiences an Employee can better keep pace. Participation in any or all of these areas is encouraged.
3. Additional study through a Professional Development Program has been adopted. Application for approval for such study must be made through the building Principal and the Superintendent. If such study is to be considered for licensure, approval must be obtained, as well, through the Local Professional Development Committee as part of the faculty Employees' individual professional development plan submitted to said committee. The Board of Education wishes to know when such approval has been granted and for what courses.
4. In the spirit of professional growth, each Employee is urged to take an active part in professional meetings in his/her field or level of teaching, to cooperate in workshops, and to read and study in his own field and area. The Superintendent is authorized to grant permission for attendance at professional meetings, visits to other schools, and attendance at other in-service activities and is further authorized to allow travel expenses for such visitations (see Ohio Revised Code).
5. Travel Authorization Request Form No. 3000 -- see Forms section at end of this agreement.

IX. TEACHER EVALUATIONS

The following Agreement between the Orange Teachers Association and the Orange Board of Education shall be in compliance with ORC, except as agreed to by the parties involved.

A. EVALUATION PHILOSOPHY

The Board and the Orange Teachers Association acknowledge that the overarching purposes of the teacher evaluation system are to:

1. serve as a tool to advance the professional development of teachers;
2. inform instruction;
3. and assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

B. WHO WILL BE EVALUATED

1. All OTA members shall be formally evaluated using the OOTES process outlined in Article IX except for the following scenarios:
 - a. Teachers hired to fill a vacancy created by a staff member's leave of absence need not be evaluated in order to be non-renewed.
 - b. Teachers hired for a newly created position or to fill a vacancy due to retirement, resignation, or reassignment for less than a year but more than half a year shall be observed at least twice before being non-renewed.
 - c. Teachers hired for a newly created position or to fill a vacancy due to retirement, resignation, or reassignment for less than half a year need not be evaluated to be non-renewed.
 - d. Teachers who are on an approved leave of absence during the observation cycle need not be evaluated in that cycle.
 - e. Teachers on leave for 50% or more of the school year need not be evaluated.
 - f. Teachers who submit a letter of resignation or retirement that is approved by the BOE by the first day of December may not be evaluated.
2. Teachers on a limited contract at the start of the year who are to be non-renewed at the end of the year must be observed three times.
3. A teacher who receives a rating of accomplished may be evaluated every three years as long as the teacher's student academic growth measure for the most recent school year for which data is available is average or higher.
4. A teacher who receives a rating of skilled may be evaluated every two years as long as the teacher's student academic growth

measure for the most recent school year for which data is available is average or higher.

5. The following employees will be evaluated using ONLY the Teacher Performance Evaluation Rubric in their area of licensure or area of specialty and will NOT include student growth measures:
 - a. school counselors, media specialists, school speech and language pathologists, school psychologists, school nurses, occupational therapists, and physical therapists;
 - b. and licensed/certified staff members assigned to work with students less than fifty percent (50%) of the time.
6. All other licensed/certified staff members assigned to work with students at least fifty percent (50%) of the time will be evaluated using the Teacher Performance Evaluation Rubric and the Student Growth Measures as prescribed in Article IX.

C. EVALUATORS

1. Evaluators shall be full-time contracted non-bargaining unit employees of the Orange City Schools. The evaluator must be credentialed as follows:
 - a. is employed by the Orange City Schools under a contract pursuant to ORC Section 3319.01 or 3319.02;
 - b. holds at least one (1) certificate/license named under Division (E), (F), (H), (J), or (L) of ORC Section 3319.22;
 - c. has completed a state-sponsored OTES training;
 - d. and has passed an online assessment using the OTES rubric.

D. EVALUATION INSTRUMENT/INSTRUMENT TRAINING

1. The Orange Ohio Teacher Evaluation System (OOTES) shall be the process and forms outlined in Article IX and Appendix C. However, the process and forms found in Appendix C, which were published by the Ohio Department of Education, are included for informational purposes only. They are not intended to be contractual requirements under this Agreement.
 - a. Training on the use of the Orange Ohio Teacher Evaluation System (OOTES) shall be provided to all OTA employees to

ensure the understanding of the expectations and processes of the evaluation instrument.

- b. No later than September 15, or in the case of a new employee no later than thirty (30) calendar days after initial employment with the district, the employer shall provide training that ensures awareness of and an understanding of all processes, procedures, tools, and forms used in the evaluation system.

E. EVALUATION PROCEDURES

1. Assignment of Evaluators

- a. No later than September 15 of each year, or in the case of a new employee, within thirty (30) calendar days of the first workday, each employee being evaluated shall be notified in writing of the name and position of their observers and evaluators. If the observers and evaluators need to be changed, employees will be notified in writing.
- b. An employee newly employed or one reassigned after the beginning of the work year shall be notified by the evaluator of the evaluation procedures in effect. Such written notification shall be within two (2) weeks of the first workday in a new assignment.

2. Criteria for Evaluation

- a. An employee shall be evaluated using only the criteria set forth in Article IX of this Contract.
- b. Peer, student, and parent surveys of a teacher's performance cannot be used to gain evidence in this evaluation process.
- c. Electronic monitoring or recording (audio or video) devices cannot be used without the written consent of the employee.

3. Schedule for Evaluation

- a. All employees shall complete the Self-Assessment form and the Growth Plan form (with evaluator, if necessary) by September 15.
- b. Employees shall be evaluated annually through two formal observations, as well as informal observations and walkthroughs.

- c. Deadlines for observations and conferences may be extended if mutually agreed upon between the evaluator and the teacher in writing and documented in the teacher's evaluation portfolio.

4. Schedule for Observations

- a. In any year in which a teacher who has not been formally evaluated as a result of having previously received a rating of accomplished or skilled, a credentialed evaluator shall conduct at least one observation of the teacher and hold at least one conference with the teacher by April 15. All other employees shall be observed formally twice during the school year. The first formal observation shall occur no later than January 15; the second formal observation shall occur no later than April 15.
- b. The teacher and evaluator will mutually agree on a date, time, and class in which each formal observation will occur.
- c. Each formal observation shall consist of a minimum of thirty (30) minutes of classroom visitation.

5. Schedule for Pre- and Post-Observation Conferences

- a. Each formal observation shall include a pre-observation conference. The date of the pre-observation conference should be scheduled after the date of the formal observation has been scheduled. Teachers should be given at least 48-hours' notice in order to prepare for the pre-observation conference.
- b. The purpose of the pre-observation conference is to provide the evaluator and the teacher with an opportunity to share and discuss the following:
 - i. The written lesson plan and unit objective(s);
 - ii. Other relevant evidence connected to the standards in the Teacher Performance Evaluation Rubric;
- c. A post-observation conference shall occur within ten (10) workdays of the formal observation. During the post-observation conference:
 - i. The evaluator and teacher will review and discuss all rubrics, forms, evidence, and data collected.

- ii. The evaluator will provide the teacher with copies of all rubrics, forms, evidence, and data collected.
- iii. The evaluator will provide the teacher with a copy of the teacher's rating for each standard in the rubric as well as an overall holistic rating based on all data and evidence collected to date.
- iv. Areas for refinement and reinforcement documented by the evaluator must be re-examined by the evaluator during subsequent observations and walkthroughs.
- v. If the evaluator rates the teacher as "ineffective" in any area, an Improvement Plan must be developed and presented at the post-observation conference.

6. Informal Observations

- a. Informal observations are unannounced, but must occur during the employee's contractual workday.
- b. At least one informal observation will occur during each observation cycle.
- c. Any data collected during the informal observation that will be used as evidence on the rubric must be placed on the form designated in Appendix .
- d. The completed form must be shared with the employee within five (5) workdays.
- e. If the informal observation provides the evaluator with evidence that will lead to an "ineffective" rating, an Improvement Plan conference must take place within 10 workdays of the informal observation.

7. Student Growth Measures

- a. Student Growth Measures may be reflected and incorporated into the Teacher Performance Evaluation Rubric at any time. However, the Student Growth Measures component of the holistic rating shall only be considered for the purposes of termination or reduction in force after three (3) consecutive years of data have been collected.
- b. The student growth measure percentages for teachers shall be as follows:

Teacher Category*	% Value-Added (Teacher-level)	% Vendor Assessment (Teacher-level)	% Shared Attribution (District-level)
A1	50	0	0
A2	Proportionate to teacher's schedule	0	Proportionate to teacher's schedule
B	0	10	40
C	0	0	50

*Teacher Categories A, B, & C are defined by the Ohio Department of Education.

- c. All teachers and evaluators shall be trained on all vendor assessments used to measure student growth.

8. Completion of Evaluation Process

- a. A copy of the Final Summative Rating of Teacher Effectiveness form shall be given to the teacher at the final post-observation conference or at another conference or electronically no later than April 25.
- b. All applicable documents and forms shall be signed by the evaluator and the employee. Teachers in eTPES will sign electronically using their PIN. The employee's signature shall not be evidence that the employee agrees with the contents of the evaluation report.

9. Response to Evaluation

- a. Teachers must be given the opportunity to meet with the evaluator and to provide additional evidence that may allow for a change in the evaluator's rating in a given area on the performance rubric or on the informal observation form. The evidence provided must be entered on the performance rubric and become part of the teacher's evaluation portfolio.
- b. The following statements are only applicable once three (3) years of student growth measure data have been collected:

- i. Teachers with above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluator (within their building) for the evaluation cycle.
- ii. Teachers with expected levels of student growth will develop a professional growth plan collaboratively with the credentialed evaluator and will have input on the credentialed evaluator for the evaluation cycle.
- iii. 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.

F. DUE PROCESS

An employee shall be entitled to Union representation at any conference held during the evaluation process.

G. INEFFECTIVE RATINGS & IMPROVEMENT PLAN

1. Definitions

- a. **Improvement Plan:** A written assistance plan developed by the evaluator to improve areas of performance on key professional indicators that have been documented to be ineffective by the evaluator.
- b. **Resources:** All monetary, time, material and human (mentors/coaches) resources provided to a teacher on an Improvement Plan.
- c. **Timeline:** A minimum of six (6) work weeks, or up until the April 15 deadline, whichever comes first, will be given to the teacher to meet the requirements including target dates and review dates established in the plan.

2. Improvement Plan

- a. If any evidence is collected by an evaluator that will lead to an "ineffective" rating in an area of the teacher performance rubric, the evaluator must develop an Improvement Plan for the teacher.
- b. The Improvement Plan shall be presented to the teacher at a conference that must take place within 10 workdays of the

collection of the evidence (formal observation, informal observation, walkthrough) that leads to an "ineffective" rating.

- c. A reassessment of the teacher's performance shall be completed in accordance with the written plan, with opportunities for observation of performance. Should improvement be documented, the normal evaluation cycle resumes. Should deficiencies still exist, the Improvement Plan shall be modified and reinstated.
- d. The District may provide the teacher with a mentor who will not have a formal evaluative role.
- e. All interaction, written or oral, between the mentor and the teacher shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the mentor shall constitute grounds for immediate removal from his/her role as Mentor Teacher.

H. DEADLINE FOR NON-RENEWAL

The Board of Education shall notify any teacher being non-renewed or terminated (except for violations of ORC) for the next year by June 1st.

I. OOTES COMMITTEE

1. Authority

- a. The Association and The Board agree to create a joint OOTES Committee whose charge will be to create and revise, as necessary, the policy, procedures, instrument, and forms for teacher evaluation.
- b. All recommendations for changes in the evaluation system made by the OOTES Committee shall be submitted to the Association and the Board for review by May 1st.
- c. The Association and the Board shall bargain any changes to the evaluation system language, policy, procedures, instrument, and forms, as required in accordance with Ohio Revised Code 4117 in effect as of the date of the ratification of this contract in accordance with Article IX.
- d. Newly negotiated language shall be subject to ratification by the Board and the Association.

- e. In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, The Association and The Board agree to reconvene bargaining to determine whether adjustments are appropriate.

2. Composition

- a. The Committee shall be comprised of three (3) Association members appointed by the Association President and three (3) members appointed by the Superintendent or designee.
- b. In addition each party may appoint up to one (1) ad hoc non-voting member to assist and/or attend committee meetings.
- c. Committee members serve for one year; however, for the sake of continuity and proper development and revision of the evaluation system, members may be asked to serve more than one year.

3. Operational Procedures

- a. The committee shall be chaired jointly by a committee member from the Association and a committee member appointed by the Superintendent or designee.
- b. The committee will establish by mutual agreement a meeting calendar and timeline for work completion.
- c. Committee agendas will be developed jointly by the co-chairpersons of the Committee.
- d. All decisions of the committee will be achieved by consensus.
- e. At the initial committee meeting, the committee will develop the ground rules by which the committee will operate. These ground rules will be reviewed annually.
- f. At each committee meeting the group will select an individual to act as the recording secretary for that meeting.
- g. Members of the committee will receive release time for committee work and training.

J. SLO Committees

1. Should District or Building SLO Committees be established, OTA members will be eligible for a supplemental contract at 2% of the base salary.
2. The composition of the SLO Committee(s) will be determined by the Superintendent or designee and the Association president.

X. PAID LEAVES OF ABSENCE

Requests for the following leaves will be initiated by the Employee, using the District Leave Form (e.g. Aesop): Personal, Sick, Bereavement, Association, Jury Duty, and Professional.

Requests for all other leaves per Article X and Article XI will be initiated by submitting a letter to that effect to the Superintendent or Designee, copied to the building principal.

A. PERSONAL LEAVE

1. Subject to the provisions of this Section, maximum of three (3) Personal Leave days per contract year will be granted to Employees for situations of a personal nature over which the Employee has no control. Unused Personal Leave days will be added to the Employees' sick days accumulation. Personal Leave days may be used with no reason given; however, reasons not valid for Personal Leave would still prevail.
2. Personal Leave shall never be used for gainful employment or making application thereof.
3. Absent the approval of the Superintendent/Designee pursuant to Paragraph A(6) below, a personal day shall not be used on the workday preceding or following a school break or holiday, Fridays in May and June, the last Employee workday of the school year or parent-teacher conference days.
4. One (1) of the three (3) days may be used for:
 - a. Recreation or vacations;
 - b. Accompanying spouse on business trip.
5. Notification for Personal Leave shall be made using the appropriate form and filed through the building principal or supervisor to the Superintendent/Designee at least one week prior to the requested

date of leave. This form shall include a statement to be signed by the applicant that the leave is in conformity with the contract.

6. In the event of an emergency where advance application cannot be made, every attempt must be made to notify some member of the administration (use of substitute calling number is acceptable). Submission of an application for leave should follow the Employee's return. The Superintendent/Designee may grant an exception to this notification requirement due to emergency situations and may approve the use of personal leave on one of the days where use is prohibited as set forth in Paragraph A(3) above at his/her discretion.
 - a. The Superintendent/Designee shall make prompt disposition of the application and notice forwarded to the applicant, the appropriate principal or supervisor, and a record made for applicant's personnel file.
 - b. Normally, added Personal Leave is not permissible. An exception may be granted by the Superintendent/Designee for just cause.
 - c. Evidence indicating to the Board that leave with pay privileges have been abused may be considered just cause for dismissal from service.

B. SICK LEAVE

1. Sick Leave days shall be cumulative without limit.
2. Accumulation of Sick Days: Sick days shall be accumulated at the rate of one and one-fourth (1-1/4) days for each month of service completed, computed on a twelve month basis. Each Employee who has fewer than five (5) days Sick Leave credit shall be advanced up to five days at the beginning of a school year. Sick Leave shall be paid and recognized at full-day or half-day increments only.
3. Sick Leave shall be approved in accordance with the Ohio Revised Code. Proof of reason for absence may be required under this provision.
4. Resignation Due to Illness: If it should become necessary for an Employee to resign because of illness, the resignation shall become effective at the conclusion of the balance of his accumulated Sick Leave. Proof of the illness shall be required.

5. **Illness in Family:** Sick Leave may be used in any school year for care of members of the immediate family who are ill. Immediate family shall be defined as: spouse, children, parents of self or spouse, grandparents of self or spouse, siblings of self or spouse, persons for whom the Employee has primary care responsibility, and any other relative residing in the household.
6. **Days Which May be Deducted from Sick Leave Accumulation:** Only days which require Employee attendance as shown by the annual school calendar may be deducted from Sick Leave accumulation.
7. **Days Which May not be Deducted from Sick Leave Accumulation:** Days away from the school for which the Employee has been excused by the Superintendent are not deducted from Sick Leave accumulation.
8. **Extended Illness:** During periods of extended illness the Superintendent shall be notified in writing of the nature of the illness and an estimated date of resumption of duties. If the estimated date of return changes, the Superintendent shall be notified.
9. **An Employee may donate accumulated sick days to another Employee who has run out of sick days subject to the following limitations:**
 - a. No Employee is permitted to donate more than five days for any particular request.
 - b. No Employee is permitted to receive more than sixty days for any particular request.
 - c. Donated sick days are only permitted for a) Catastrophic Illness or Injury to the Employee, b) to care for a spouse, child, or parent or a person in the Employee's household with a Catastrophic Illness or Injury, or c) to permit an Employee enough time to reach the sick day limits for pregnancy and childbirth under Article X, Section D. "Catastrophic Illness or Injury" has the same meaning as a serious health condition as used in FMLA, as the definition of that term might be amended from time to time.
 - d. Donated sick leave days shall not be used for any purpose that does not otherwise qualify for use of a sick leave day.
 - e. An Employee who uses sixty donated days (or less if less than sixty have been donated for a particular Catastrophic Illness or Injury) may make a request to the Superintendent

for the ability to request another sixty donated days. The Superintendent has full discretion as to whether to approve the additional days. No Employee may make a third request for donated days for the same Catastrophic Illness or Injury

- f. Form No. 9200b -- See Forms section at end of this agreement.

C. BEREAVEMENT LEAVE

- 1. Death in the immediate family: Five (5) days annually shall be available to an Employee for death in the immediate family after which the Employee may draw from Sick Leave. Immediate family shall be defined as: spouse, children, grandchildren, parents of self or spouse, grandparents of self or spouse, siblings of self or spouse, persons for whom the Employee has primary care responsibility, and any other relative residing in the household.

D. PREGNANCY/MATERNITY LEAVE

- 1. An Employee requesting leave for pregnancy or an Employee requesting leave following delivery of her child must satisfy the procedural prerequisites established by the Ohio Revised Code. In addition, the Employee must file a written request for leave as far in advance as possible for the anticipated beginning of the leave, and such request must indicate:
 - a. The date on which the Employee wishes to begin leave;
 - b. The date to which the Employee wishes the leave to extend;
 - c. The type of leave which the Employee wishes to take; and
- 2. Upon returning, within their contract period, the Employee will be reassigned to a position for which he/she is certified/licensed.
- 3. Any combination of the following shall be available to a pregnant Employee or an Employee following delivery of her child:
 - a. Sick Leave (Article X, Section B) on the same terms that Sick Leave is available for any other disability.
 - b. If a pregnant Employee or an Employee following delivery of her child wishes to be absent from work for a period of time longer than the period of actual physical disability, a limited contract Employee may request Extended Leave of Absence (Article XI Section A) for an appropriate period of time that may be available within her contract period and a continuing

contract Employee may request either the balance of the school year or the balance of the school year and the succeeding school year.

- c. Medical Leave of Absence (pursuant to Article XI Section B) on the same terms available to an Employee with any other long term illness or physical disability.

E. PARTNER'S LEAVE

An Employee, contiguous to a pregnant partner's delivery and/or release from the hospital during, or within 10 calendar days prior to the start of, the Employee school year, is presumed eligible for up to ten (10) days of sick leave.

F. ADOPTION LEAVE

1. An Employee adopting a child during, or within 10 calendar days prior to the start of, the Employee school year is presumed eligible for up to ten (10) days of sick leave.
2. In addition to the available sick leave for adoption in Paragraph F(1), an Employee may elect to request either paid Sick Leave (Article X, Section B) or Medical Leave pursuant to (Article XI, Section B).
3. If an Employee adopting a child wishes to be absent from work for a period of time longer than the Sick Leave, a limited contract Employee may request Extended Leave of Absence pursuant to Article XI, Section A below for an appropriate period of time that may be available within his/her contract period and a continuing contract Employee may request either the balance of the school year or the balance of the school year and the succeeding school year.

G. ASSOCIATION LEAVE

1. Absence of an Employee when occasioned by attendance at an Employee organization meeting or convention may be permitted with regular pay.
2. During any contract year, representation shall not exceed two (2) per conference nor a total of more than four (4) Employee days.
3. The allowed days will not be deducted from either the Employee's Personnel Leave or his/her Sick Leave.

4. In this instance the application shall bear the signature of the applicant and the president of the local organization and shall be forwarded through the building principal or supervisor to the Superintendent/Designee.

H. EXCHANGE TEACHING LEAVE

1. Upon the recommendation of the Superintendent, the Board may approve an Employee exchange program. When an Employee is to participate in such a program, the following items shall be in effect:
 - a. Any such request shall be judged by the Superintendent upon its merits, namely what benefits to the students of Orange Schools may be derived through such an exchange.
 - b. The number of exchanges shall be limited to not more than three in any one year, and these shall be equally divided among the instructional divisions.
 - c. The plans as formulated by the Office of the United States Commissioner of Education where such exchange Employee remains under control of the home district in the matter of pay, tenure, and other related consideration shall be in full effect in this district.
 - d. Leave for exchange shall be for one year only and for not more than once in any five-year period.
 - e. The Employee coming to Orange shall speak English and may be a citizen of any country maintaining satisfactory diplomatic relations with our government.
 - f. Any Employee, upon completion of an exchange of teaching assignment, shall agree to return to the service of the Board and to continue such service for a period of at least two years.
 - g. The Board desires advance information concerning applications for participation in this program.

I. JURY DUTY LEAVE

1. An Employee who is absent for jury duty or to serve as a witness under subpoena in litigation in which neither the Employee nor a member of his/her immediate family is a party shall be granted leave without loss of pay or other leave for such service.

2. The Employee shall not be required to remit to the Board any fee, expense or other compensation received for such services as a juror or witness.
3. The Employee shall be required to submit to the Board a copy of the jury summons or subpoena as verification of the leave.
4. An Employee who participates on non-working days on behalf of the Board in school-related litigation shall be compensated at her/his respective per diem rate for each day of such service.

J. SABBATICAL LEAVE

1. Employees may be granted a leave of absence for professional development.
2. Application must be made by March 1 before the year of the requested leave. An applicant must have completed a minimum of six (6) years of service in the Orange Schools immediately preceding the sabbatical leave. Applicants for a first sabbatical will have priority over those who have taken such leave previously. Qualified applicants will be granted leave in order of seniority. Applicants will be notified of Superintendent's recommendation for requested leave by April 20 before the year of the requested leave. Upon Superintendent's recommendation, the Board may grant leaves (no more than three per school year).
3. Compensation from the Board shall be the difference between the lowest salary paid that year to an Employee and the expected salary of the Employee on leave.
4. While on sabbatical leave, an Employee shall retain all rights of seniority, tenure, retirement, insurance, benefits and salary schedule advancement. The Board and Employee shall each pay their normal amount toward retirement, insurance and benefits. At the end of the leave, the grantee shall be assigned to a position in the Orange Schools for which he/she is certified and which is comparable to the position held immediately prior to the leave.
5. A sabbatical leave plan, progress report and evaluation must be filed with the Superintendent.

K. ASSAULT LEAVE

1. If, as a result of job related activities, an Employee is assaulted, resulting in physical injury to preclude the satisfactory performance of regular duties, the Employee shall be granted Assault Leave.

2. Such leave shall be separate from Sick Leave or Personal Leave for a period of incapacitation.
3. To be eligible for such leave, the assaulted Employee shall initiate prosecution. However, this requirement for leave eligibility may be waived with the agreement of the Superintendent or designee, in which event the Employee shall receive assault leave pay.
4. In the case of injury or visible disfigurement which causes embarrassment to the Employee, assault leave shall be granted.
5. Assault is defined as the intentional, knowing or reckless causation of physical harm to the Employee by any other person. This Article is also intended to apply to injuries suffered by the Employee during the course, or as a result, of an assault upon third person(s).
6. Payment of assault leave shall be at the Employee's per diem rate in effect for such Employee at the time of such assault, less any compensation to which the Employee is entitled under the Worker's Compensation Act of Ohio.
7. If court action results, said Employee shall be granted assault leave of professional duties not to be taken from Sick Leave or personal leave with no loss of pay for necessary time in court.
8. An Employee temporarily disabled as a result of a physical assault shall be returned to the same position as held at the time of the incident if during the same school year or a position of equivalent pay and equivalent duties if the return is during the next school year. If the Employee so desires, a transfer to the first available position carrying equivalent pay and equivalent professional duties for which the Employee is certified will be granted.

L. PROFESSIONAL LEAVE

An Employee who wishes to attend a professional conference or engage in some other form of professional activity that will require her/his absence from regular teaching duties may seek approval for same by submitting a completed application form at least two (2) weeks in advance to the building principal, who will recommend approval or disapproval of the request to the Director of Educational Services. If the Employee's request is denied, the Director or building principal will advise the Employee of the reasons for the denial.

XI. UNPAID LEAVES OF ABSENCE (Definition and Related Factors)

A leave of absence is a period of extended absence from duty by an Employee of the Board of Education for which written request has been made and formal approval has been granted by the Board of Education. Without request, the Board of Education may grant leave of absence to an Employee because of physical or mental disability. All such leaves are without pay unless otherwise indicated by the Board.

Requests for all leaves per Article XI will be initiated by submitting a letter to that effect to the Superintendent or Designee, copied to the building principal.

A. EXTENDED LEAVE OF ABSENCE

1. A leave of absence without pay may be granted upon the recommendation of the Superintendent to an Employee for educational purposes and for personal reasons such as long term illness in the family, legal responsibility, etc. This leave time may only be granted within the Employee's contract period.
 - a. On or before March 1 of the school year of the leave of absence, the individual on leave must inform the Orange Board of Education in writing his/her intention for the coming school year.
 - b. Upon the Superintendent's recommendation, a leave of absence of one year or less may be granted by the Board of Education if a suitable replacement can be found for the term of the leave.
 - c. Insurance coverage while on leave or reduction: Employees who wish to continue such coverage shall pay 102% (100% benefits, 2% administrative cost) of all benefits while on leave. These benefits will consist of COBRA, which includes hospitalization, major medical, vision and dental. Life Insurance will not be offered to Employees on leaves of absence.

B. MEDICAL LEAVE OF ABSENCE

Long-Term Illness or Disabilities – Upon written request and with appropriate medical certification, the Board shall grant an Employee up to a two (2) year Medical Leave of Absence.

C. FAMILY AND MEDICAL LEAVE ACT (FMLA)

All Employees of the bargaining unit shall have the right to utilize the Family and Medical Leave Act in accordance with Federal and State Laws.

D. INSURANCE COVERAGE WHILE ON UNPAID LEAVE OR REDUCTION (EXCLUDES FMLA)

Employees who wish to continue such coverages shall pay 102% (100% benefits, 2% administrative costs) of all benefits while on leave. These benefits will consist of COBRA, which includes hospitalization, major medical, vision and dental. Life Insurance will not be offered to Employees on leaves of absence.

XII. EMPLOYMENT

A. LIMITED CONTRACTS

1. Limited contracts are governed by the provisions of the Ohio Revised Code. An Employee who fails the applicable current licensing requirement shall be deemed to have her/his employment automatically terminated upon receipt by the Board of notice of such failure.
2. An Employee employed for a specific period of time in a specific teaching assignment to cover a vacancy of a known duration ("long-term substitute Employee") shall be deemed to automatically expire at the close of said period, without need for Board action to non-renew.

B. EMPLOYMENT/REEMPLOYMENT OF STRS RETIREES

1. An Employee retired under the provisions of the State Employees Retirement System, including those who have retired from the Orange Schools, shall be treated as a newly employed Employee.
2. For purposes of salary schedule placement, a minimum of 5 years' experience and the appropriate degree columnar placement shall be given. Such Employee shall not be required to be part of the District's mentoring/entry year program.

C. CONTINUING CONTRACTS

1. Continuing contracts are governed by the provisions of the Ohio Revised Code. The granting of a continuing contract on the part of the Orange Board of Education carries with it a mutual responsibility between the recipient and the school in working together to secure the finest possible educational program for the students at Orange. In order that this goal may be reached, it is

necessary to evaluate carefully each Employee who by law becomes eligible for continuing contract consideration.

2. Any teacher anticipating becoming eligible for a continuing contract must notify the Building Principal in writing, with a copy to the Superintendent and Director of Human Resources, by October 1 of the school year in which the teacher becomes eligible.

D. PART-TIME EMPLOYEES

1. Every effort will be made to assign part-time Employees to a contiguous "block of assigned time" for the determination of compensation for employment.
2. Every effort will be made to assign only one part-time Employee in any high school department or single grade level in the other buildings. Any newly created part-time position shall be cause for notification to the Orange Teachers Association President/Vice President.
3. Part-time contracts shall be calculated according to the following principles:

- a. The percentage of the full time contract for which the part-time Employee is paid will be determined by the maximum instructional contact time of a full-time Employee in that building. Example:

$$\frac{\text{Amount of Contact Time for Part-time Employee.}}{\text{Maximum Instructional Contact for Full-time Employee}}$$

- b. The percentage contract determined in 3a above will be applied in determining planning/conference and lunch. These times will be proportional to the part-time contract percentage. The remaining time will be assigned by the building principal as duty time.
- c. Part-time Employees employed by contract determined in 3a above as half-time or more can receive health care package (hospitalization, major med., vision, dental and life insurance), 25% paid by part-time Employee and 75% paid by Board of Education.
- d. Every three (3) years, all part-time certificated/licensed Employees of the District may be required to submit to a BCII check. Any cost associated with the BCII check will be borne by the Board. The BCII check will follow the procedures set forth in Revised Code §3319.39. Any

Employee whose record indicates an employment-disqualifying offense through the BCII process may be recommended for termination of employment. Any Employee who is on a limited contract whose returned BCII check indicates one or more disqualifying offenses shall be deemed automatically non-renewed at the close of that school year.

E. JOB POSTING

- 1. The staff shall be notified of all available certified vacancies by means of an electronic posting using the District's email system, which notice shall be posted at least three (3)-working days prior to filling the opening. Exceptions would occur when a position must be filled in less than three (3) workdays. (Example: A resignation three calendar days before the start of school following a vacation period.)**
- 2. The job opening notice shall contain a brief description of the position and job qualifications. Employees should keep on file at the personnel office their requests for consideration of any position in which they may be interested. The Association President, or his/her designee, will be given 45 minutes away from his/her assigned duties to post certified vacancy openings. The job opening notice shall contain a brief description of the position and job qualifications. Employees should keep on file at the personnel office their requests for consideration of any position in which they may be interested. The Unit President, or his/her designee, will be given 45 minutes away from his/her assigned duties to post certified vacancy openings.**
- 3. The position of an Employee on a leave of absence for a full school year shall be considered a temporary vacancy, provided the vacancy is known by April 1 of the preceding school year. Where feasible and where posting and filling that temporary vacancy for a full school year with another Employee will not be educational disruptive, the position shall be posted and may be filled with a current faculty Employee. Upon return of the Employee from the full year leave of absence, the Employee assigned to the temporary vacancy shall return to her/his former or a comparable teaching position.**
- 4. Part-time faculty Employees will be guaranteed an interview when applying for a posted position.**
- 5. Where the administration determines that internal and external candidates are equally qualified for a posted position, preference in**

filling the position will be afforded the more senior current Employee.

6. OTA membership shall be notified by a posting of all supplemental contract vacancies and shall be given first consideration for such supplemental positions.

F. JOB BIDDING

1. Employees interested in a position vacancy shall submit a letter of application to the personnel office.
2. The application should contain full details and qualifications for the position desired.
3. The personnel office shall schedule interviews with certified candidates as appropriate.

G. NOTIFICATION OF JOB APPOINTMENT

Following the selection process, each applicant shall receive notification of the final decision regarding the appointment.

H. REDUCTION OF CONTINUING CONTRACTS

1. When, by reasons of decreased enrollment of pupils in the District, financial reasons or return to duty of regular Employees after leaves of absence, and other circumstances, the Board of Education determines that it is necessary to make a reduction in the number of Employees, the following procedures shall apply.
2. Those Employees holding continuing contracts shall not be considered for the purpose of staff reduction until such time as all limited contract Employees within the teaching field affected have been released.
3. In making such reductions the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent of Schools who shall, within each teaching field affected, give preference to Employees on continuing contracts and to Employees who have greater seniority, provided that the Board shall not give preference to any teacher based on seniority except when making a decision between teachers holding continuing contracts in the same area of licensure who have comparable evaluations.

I. REDUCTION OF LIMITED CONTRACTS

When in the judgment of the Board it is necessary to reduce the number of Employees of the bargaining unit holding limited contracts by suspending same for the same reasons as provided above with respect to the reduction of employees holding continuing contracts, the following procedures shall apply:

1. **Attrition:** Where known and where possible, the number of persons affected by such suspension will be kept to a minimum by not employing replacements insofar as practicable for Employees who retire or resign or whose limited contracts are not renewed.
2. **Reduction Other Than by Attrition:** In reducing Employees on limited contracts within areas of certification/licensure or specialties affected by the suspension, preference shall be given to Employees with greater seniority in the District unless it is plainly necessary to resort to other criteria to meet the curricular needs and educational goals of the system. As well and as with respect to teachers holding continuing contracts, the Board shall not give preference to any teacher on limited contract based on seniority, except when making a decision between teachers holding limited contracts in the same area of licensure who have comparable evaluations where the more senior teacher will be given preference. The Superintendent shall determine, subject to Board confirmation, the specific areas of certification/licensure and the specialties, as well as the specific positions and/or work locations to be affected by the reduction in force.

J. RECALL

An Employee whose name appears on the Seniority RIF list (see definition in Article I, Section B(9)(e)) shall be offered reemployment when a position becomes available for which he/she is appropriately licensed. Continuing Contract Teachers shall be eligible for recall in the order of seniority to vacancies for which they are appropriately licensed provided that seniority shall not be the basis for reemployment of the teacher except when making a decision between teachers holding continuing contracts in the same area of licensure who have comparable evaluations. Teachers holding limited contracts shall be eligible for recall to positions for which they are appropriately licensed, provided that all continuing contract teachers who are similarly licensed have been offered recall, and provided that when making a recall decision between teachers holding limited contracts in the same area of licensure, the more senior limited contract teacher shall be recalled provided evaluations are comparable.

Notice of Recall

1. If a vacancy becomes available, the Board shall recall the Employee to active employment status by giving written notice (certified mail) to the Employee. Said written notice shall be sent to the Employee's last known address. It shall be the responsibility of each Employee to notify the Board of any change in address. If the Employee fails to accept reemployment in writing, he/she shall be deemed to have rejected the offer and shall be removed from the Seniority RIF list. Written notice of acceptance of reemployment must be postmarked within ten (10) calendar days from the date notification was delivered, but if notification is delivered after August 15 or during the school year, notice of acceptance must be postmarked within five (5) calendar days of receipt of notification.

2. Time on Seniority RIF List and Status Upon Return

Each Employee shall remain on the Seniority RIF list for twenty-four (24) months from his/her last day of active service in the system unless he/she fails to accept a recall or waives his/her recall rights in writing.

i. State and Federal Law

Exceptions to preference for retention or recall based on seniority may also be made when necessary to do so in order to comply with state and federal laws regarding employment.

ii. Grievance

Only the procedure by which reduction in force is carried out shall be subject to the arbitration provisions of this agreement. Thus, for example, the reasons for RIF as determined by the Board are not subject to the arbitration provisions of this agreement.

K. COMPLIANCE WITH LAW AND THE AGREEMENT

Nothing contained herein shall abridge the Board's right to non-renew the limited contract of an Employee in accordance with the Ohio Revised Code.

L. DISCIPLINARY ACTION AND CONFERENCES

It is recognized that the Administration and the Board under the Ohio Revised Code, Section 3319.16 has the right to discipline or discharge employees for just cause. Discipline may include oral and written warning, oral or written reprimands, and suspensions. Copies of all written warnings, reprimands and suspensions shall be forwarded to the individual as well as placed in his/her personal file.

The appropriate administrator will hold a conference with a unit member for the purpose of discussing any disciplinary problem. This conference

may be private, or if the unit member desires, he/she is permitted to have one association representative present.

M. ASSIGNMENT AND TRANSFER

1. Employee-Initiated Written Request for Change of Assignment or Transfer

- a. When an Employee desires a change of assignment or transfer within his/her present building the Employee shall submit a written request to the Principal. The Principal, with the approval of the Superintendent, shall meet with the Employee to discuss the request. The Superintendent/ Designee shall notify the Employee and appropriate administrators as to the approval or denial of the request.
- b. When an Employee desires a change of assignment or transfer between buildings, the Employee shall submit such a request to the Superintendent/Designee. Following the request, with the approval of the Superintendent, a meeting shall be held with the Employee and appropriate administrators as to the approval or denial of the request.

2. Administrator-Initiated Change of Assignment or Transfer

- a. When it is necessary to effect a change of assignment within a building the Principal with the Superintendent's approval will confer with the Employee(s) concerned. If a change of assignment is made, such change shall be executed by letter(s) from the Superintendent/Designee to Employee(s) and appropriate administrators.
- b. When it is necessary to effect a change of assignment between buildings, the personnel office with the approval of the Superintendent will confer with concerned Employee(s) and administrators. Notification of any resulting change shall be made by letter(s) from the Superintendent/ Designee to all Employee(s) and administrators concerned with the decision.

N. GENERAL STAFF SCHEDULES AND HOURS OF EMPLOYMENT

1. The requirements of the State Department of Education must be met with an appropriate schedule of classes and activities. Quality staff assignment will help facilitate the successful accomplishment of these requirements. Assignments will consider appropriate factors so that each staff Employee will have adequate opportunity to successfully meet his/her instructional expectations.

2. To promote quality teaching and to strive for scheduling equity, the following criteria shall be considered in establishing Employee schedules:
 - a. Number and length of class assignments.
 - b. Number of pupils involved.
 - c. Number of different preparations.
 - d. Preparation time differences.
 - e. Assigned duties.
 - f. Expectations for individualized student attention.
 - g. Parental contact expectations.
 - h. Multi-building assignments.
3. Tentative opening and closing hours of the workday for the next school year will be announced in June for each building before the last day of any school year.
4. Notification of tentative teaching schedules shall be completed by the last workday of any school year.
5. The length of the workday for an individual Employee shall not be more than seven (7) hours forty-five (45) minutes except on days of regular scheduled meetings or emergencies. The use of classrooms before and after the student day but still during the Employee day is determined by an agreement of the Principal and the Employee who normally has that classroom assigned to him/her. Outside of the scheduled workday, a Employee may work at his/her desk in the classroom while non-school activities are in progress.
6. On a voluntary basis and in agreement with administration, a full time tenured Employee may adjust but not extend his/her contiguous work hours to improve the education program. Form 9250 must be submitted to the building principal prior to approval by the superintendent.

O. MEETINGS

1. Regular meetings of staff, departments, or levels conducted before or after the workday shall be included on the calendar at the beginning of the school year.

2. Not more than one such regular meeting per week will be scheduled except in the case of bona fide emergencies as identified by the administration.
3. Meetings will be organized effectively with an agenda, distributed to the membership the workday before the meeting is held, which should include only items that require staff attention in a meeting form and will not require Employee attendance in excess of sixty (60) minutes even though the meetings may last longer for other participants and/or Employees who wish to stay past the hour. Employees who leave at the hour limit or who miss the meeting are responsible for obtaining any information shared at the meeting.
4. Committee meetings may also take place. Participation in committees/activities that necessitate the performance of additional duties or attendance at meetings outside the seven (7) hours forty-five (45) minutes shall be voluntary and shall be secured through signup sheets specifying the committee's title and function without discussion or pressure for participation. Meetings will not exceed sixty (60) minutes. A committee membership list shall be posted by the Principal in each building in September and updated monthly.
5. In-staff assessment teaming meetings will not require Employee attendance in excess of sixty (60) minutes.

P. PREPARATION AND CONFERENCE TIME

1. Within the Employee workday of seven (7) hours and forty-five (45) minutes, Employees will be scheduled for a 30 minute, duty-free, uninterrupted lunch period and a daily average of 120 minutes (600 minutes per 5-day week) for preparation and conferences unless there is an assembly or special schedule. Employees may be assigned duties and educational assignments provided the duties and educational assignments do not reduce the preparation and conference time provided in this paragraph.
2. For personal reasons during the defined workday, staff may obtain from the Principal or his/her designee, approval to leave the assigned building. Teachers may leave during their duty-free lunch provided they notify the office upon their departure and return.
3. Employees who serve as Nurses are expected to use the time during the student day when student medical needs are not pressing to complete clerical duties and collaborate with building staff. Preparation and conference time do not apply to Nurses. Instead, Nurses have the professional discretion to manage their day in a way that prioritizes student needs.

Q. CLASS AND SCHEDULE ASSIGNMENT

1. When developing building duty schedules, administrators shall, whenever possible, attempt to balance the amount of planning time proportionately for each Employee within the building.
2. Employees may be scheduled, as a specific duty, as building level substitute Employees.
3. The Board may alter the current schedule provided the change does not reduce the preparation and conference time below the minimum level provided under Section P(1) of this Article.
4. When curriculum changes are scheduled, in-service time will be used to discuss and plan the impact on schedules, curriculum and responsibilities resulting from such additions.
5. Class size
 - a. Normally, class size shall not exceed twenty-four (24) in academic classes and twelve (12) in "basic" or remedial academic classes.
 - b. The Board will make every effort to limit inclusion classes to a maximum of (20) twenty students.
 - c. Classes where student safety might be an issue due to the use of power equipment shall not exceed an appropriate cap set by the instructor and building principal and approved by the Director of Human Resources.
 - d. In classes designated as computer classes, class size normally shall not exceed the number of available computer workstations; however, students may share workstations.
6. In scheduling students in the classes, guidance counselors and administrators shall take into consideration the needs, talents and abilities of the students and shall make an attempt to allocate the assignment of students with special needs among faculty Employees in that subject area and grade level. Counselors shall consult with special education Employees in making classroom assignments of special needs students.
7. Student-Employee ratio reporting: The reporting of student-Employee ratios shall be accomplished using only classroom instructional staff. Librarians and guidance personnel will not be used in formulating this ratio except where mandated by a requesting institution.

8. Primary case managers with responsibility for students on IEPs shall be provided two release days for the purpose of preparing individualized educational programs and consulting with colleagues. In appropriate cases, the case manager may request additional release time of the coordinator of special education and building principal. In addition, grade level classroom Employees at Moreland Hills Elementary who teach language arts and are responsible for scoring, compiling and entering data into the Moreland Hills language arts database shall be provided one release day annually for the purpose of preparing and entering data. Release time shall be taken at the discretion of the bargaining unit Employee and may be taken in whole or half-day increments.

R. TRAVELING EMPLOYEES

1. When an Employee is assigned to be a traveling Employee, the building in which the Employee is assigned to be evaluated shall be the Employee's home building for the purposes of routine and daily operations, e.g., staff meetings, conferences, open house and compensation days. This arrangement shall be communicated in writing to each traveling Employee before the first student day of each year. No traveling Employee assignment shall exceed the contractually agreed upon length of workday.
2. In the event that attendance at a critical staff meeting is required of a traveling Employee which is different from the home building's schedule, the Employee shall be notified at least one week in advance and the Employee's attendance at a subsequent home building staff meeting shall be waived.
3. Changes of schedules (Example: assembly schedules) in buildings must be planned and shared with traveling Employees by the Principals so that pupils are properly supervised at all times and the traveling Employee can plan and adjust to such schedule changes.
4. Traveling Employees will be scheduled for a 30-minute, duty-free, uninterrupted lunch period, 20 minutes travel time per building change, a reserved parking space at each building, and a daily average of 120 minutes (600 per 5-day week) for preparation and conferences unless there is an assembly or special schedule. To accommodate instruction schedules, the affected Employee or OTA president or designee may request up to ten (10) additional minutes for travel time for a particular Employee, and the Superintendent or designee may agree to adjust a travel time as needed for the individual's specific circumstances for a building

change. If additional time is granted, the additional time will count toward the Employee's preparation and conference time.

S. MEDICAL EXAMINATION

Upon initial employment each professional staff Employee shall present medically acceptable evidence of freedom from tuberculosis in a communicable stage. Upon the recommendation of the Superintendent, the Board may require an appropriate examination at Board expense.

T. FINGERPRINTING

Fingerprinting will be mandatory for all new Employees.

U. BCII CHECKS

1. All teaching Employees new to the District shall be conditionally employed until the Board receives the results of a criminal records check from the Bureau of Criminal Identification and Investigation ("BCII").
2. The Board shall initiate the BCII check as promptly as possible, and in no case later than three business days following Board approval of conditional employment of a teaching Employee. During that period of conditional employment, the new teaching Employee shall be considered an Employee of the bargaining unit represented by the Association and entitled to all provisions of the Board-OTA Agreement.
3. If the report received from BCII indicates that the individual does not qualify for employment as defined in Revised Code Section 3319.39(B)(1), the individual shall be informed that she/he is being released immediately from conditional employment and the reason, i.e., the report from BCII, for the release.

V. PERSONNEL FILES

The Superintendent will develop and implement a comprehensive and efficient system of personnel records, under the following guidelines:

1. A personnel folder for each Employee will be accurately maintained in the district office.
2. Personnel folders will contain records and information relative to compensation, payroll deductions, evaluations, and such information as may be required by the State or Federal government or considered pertinent by the Superintendent. Anonymous

material or material from an unidentified source will not be placed in a staff Employee's file.

3. The law requires that all public records be promptly prepared and made available for inspection to any Employee of the general public at all reasonable times during regular business hours. Upon request, the person responsible for maintenance of the public records is required to make copies available at cost, within a reasonable period of time.
4. The public will have access to all records in the personnel file with the following exceptions:
 - a. Medical records
 - b. Records pertaining to adoption, probation, or parole proceedings
 - c. Trial preparation records
 - d. Confidential law enforcement investigatory records
 - e. Records of which the release is prohibited by State or Federal law.
5. Each Employee will have the right, upon written request, to review the contents of his/her own personnel file. Requests will be made to the Superintendent/Designee and scheduled for a time convenient for the parties involved.
6. Employees may make written objections to any information contained in the file. Any written objection must be signed by the staff Employee and will become part of the Employee's personnel file.
7. Personnel records should be reviewed only in the confines of the Superintendent's office or the Board's office.

W. HEALTH AND SAFETY

1. Maintenance of Health and Safety
 - a. The Board shall be responsible to ensure and maintain conditions of employment that are free of hazards that are causing or are likely to cause serious physical harm to Employees. The Board or its designee shall provide a written response to any health concern issues received in writing from any Employee within ten (10) working days of

receipt of said concern. A copy of the response shall be provided to the Association President.

- b. The Board retains exclusive authority to adopt and implement policies and procedures required by ORC Chapter 4167, by the division of Occupational Safety and Health, by the Public Employee Risk Reduction Advisory Commission, and/or any other rules and regulations adopted under the authority of Chapter 4167.

2. Notification

- a. Except for a condition which the Employee, acting in good faith, reasonably believes presents an imminent danger of death or serious harm to him/her, an Employee should report an alleged health or safety violation to his/her principal within two (2) workdays of the alleged violation.
- b. Before exercising his/her right to refuse to work because of a condition which the Employee acting in good faith reasonably believes presents an imminent danger of death or serious harm to him/her, the Employee must immediately notify his/her supervisor of the condition. The Employee may be temporarily reassigned while the condition is being investigated and/or ameliorated.

3. No Reprisals

There shall be no reprisals, restraints, interference, coercion or discrimination against an Employee for filing a report of an unsafe or unhealthy condition, for refusing to work under conditions that the public Employee reasonably believes presents an imminent danger, or for any other participation in the Health and Safety Program.

4. Health Supplies

- a. The Board shall ensure that in the main office of each building and in every lab, there shall be adequate first aid kit(s) which shall be maintained.
- b. The Board shall provide on every floor of every building an adequate supply of disposable rubber gloves.

5. Safety Drills

- a. Consistent with current directives from the State Fire Marshall, the Director of Business Operations, through the

Safety Committee, will establish and disseminate a calendar prior to the start of the school year for the conduct of mandated fire and tornado drills and other drills appropriate for the protection of students, faculty and staff.

- b. Under the direction of the Director, the Committee's recommendations will provide latitude to the buildings in scheduling to take into account weather, testing and other pertinent factors.
- c. The Director and Committee will also provide guidance to building leadership on steps to inform substitutes and visitors of required actions in the event of a safety drill.

XIII. SALARY

Effective with the 2013-14 school year, the salary schedule shall include a "zero" step, which shall be calculated at 0.05 below step one of each column of the salary schedule. So, for example, a teacher initially employed beginning with the 2013-14 year with a bachelor's degree and not entitled to credit for any years of experience prior to coming to the District shall be placed at the bachelor's column at step zero, with an index of 0.950 of the B.A. base salary. As well, a teacher initially employed by the Board beginning with the 2013-14 year with a master's degree and, for example, being credited with five (5) years of experience shall be placed at step 4 of the master's column of the salary schedule, with the five (5) years credit counting as step zero through 4.

A. SALARY INCREASES

1. A 0.5% salary increase above the 2014-15 salary schedule will take effect for the 2015-16 school year, placing Orange School District at a base of \$46,517 at the BA step 1.
2. A 1.00% salary increase above the 2015-16 salary schedule will take effect for the 2016-17 school year, placing Orange School District at a base of \$46,982 at the BA step 1.
3. A 1.5% salary increase above the 2016-17 salary schedule will take effect for the 2017-18 school year, placing Orange School District at a base of \$47,687 at the BA step 1.

B. SALARY SCHEDULES ITEMS

1. All Employees shall be paid in accordance with the salary schedules included in this Agreement (Appendix A) which are the

Employees' Salary Schedule and the Supplemental Salary Schedule.

2. **Salary Schedule Placement - Upon hire.**
 - a. **Years of Experience.** The Board shall place newly-hired Employees with five years of service (as defined in ORC 3317.13(A)(1)) or less in a row on the salary schedule that reflects the newly-hired employee's actual years of service. The Board has discretion to place newly-hired Employees who have over five years of service at a row on the salary schedule the Board deems appropriate, including a placement reflecting over ten years of service (notwithstanding ORC 3317.14). However, the Board shall not place a newly-hired Employee at a row reflecting more years of service than the Employee actually has served.
 - b. **Educational Placement.** Newly-hired Employees shall be placed on the appropriate column of the salary schedule. The BA+15 Hours column designation shall mean that the Employee completed 15 semester hours of graduate courses after conferral of the B.A. degree. The MA+15 Hours column designation shall mean that the Employee completed 15 semester hours of graduate courses after conferral of the M.A. degree. The MA+30 Hours column designation shall mean that the Employee completed 30 semester hours of graduate courses after conferral MA degree. The PhD/ED column designation shall mean that the Employee has been conferred with a PhD or ED.
3. See end of this agreement for salary schedules.

C. ADVANCEMENT ON SALARY SCHEDULE

1. **Salary Schedule Step Advancement -** Employees shall be advanced one step on the salary schedule at the beginning of each school year provided the Employee worked or was paid for one hundred twenty (120) days during the prior school year.
2. All graduate course credit work must enhance the individual's ability to improve his/her professional contribution to the total Orange School educational program.
3. Graduate courses must relate directly to the applicant's teaching assignment, teaching certification/license area, and/or administrative assignment at Orange.

4. Courses are to be approved and must be on the graduate level except when it is determined by the administrator that an undergraduate level course or other appropriate educational experience is appropriate and necessary for the improvement of the Orange Schools educational program. Form 7501
5. Advancement on the BA+15, MA, MA+15, MA+30 or PhD/ED Salary Schedule shall occur at the beginning of the school year. On or before the second Friday in September, evidence must be presented documenting the granting of the particular degree. Evidence may be a letter from the appropriate college department head, official transcript, or diploma.
6. Advancement on the schedule will be consistent with the previous schedule step position.

D. SUPPLEMENTAL SALARY SCHEDULES

The Extracurricular Athletic Compensation Schedule and the Co-curricular Schedule Supplemental Salary Schedule shall be based on the BA Base currently in effect. Any and all increases will be based on the change in the BA Base each year of this Contract. Percentages are as indicated on the respective Schedules.

1. Criteria for Reevaluation
 - a. The extracurricular athletic compensation schedule and the salary level of the co-curricular schedule shall be reviewed by an appropriate study committee annually by April 30th.
 - b. The study committee shall consist of three Employees and three members of the administration. The convening of the committee is the responsibility of the unit president and the Director of Human Resources.
 - c. Annually each lead supplemental contract holder (ex. Head coach, Play Director, etc.) will be asked to complete a form developed by the Committee. The form, appendix 5000, will be provided to each lead supplemental contract holder with the issuance of the contract. The completed form is to be submitted to the office of Human Resources by April 15th of each school year.
 - d. The committee will consider the position leader's completed form and the factors below in determining appropriate recommendations for any changes in percentages, additions to the list of supplemental contracts or deletions to the list.

- e. The committee and their subsequent review will use the following criteria while making judgment on new or old supplemental contracts:
 - i. Amount of school time involved in the assignment including preparation time (athletic or activity assignments may require responsibilities that have to be done during the Employee's teaching contract time).
 - ii. Qualifications and expertise applicable to the assignment.
 - iii. The amount of responsibility and degree of visibility required of the assignment.
 - iv. Documented inequity in the present year's schedule.
 - v. Additional or exclusion of the responsibility of the assignment.
 - vi. Responsibility for physical plant and equipment.
 - vii. Number of adults supervised.
 - viii. Number of students involved in the activity.
 - ix. Length of time spent in assignment.
 - f. Any changes or recommendations by the committee will be made to the Superintendent and the Association president respectively for their approval or disapproval. Once initiated by both parties the recommendations will be presented to the Board of Education within 31 calendar days.
 - g. The committees shall be reconvened upon the request of either the Association President or the Director of Human Resources. Any recommendations once approved by the Board of Education will take effect and shall be deemed part of this Contract.
2. Extracurricular allowances and/or supplemental payments that appear with a check next to them on the supplemental schedule (in Appendix A) are paid throughout the school year. Extracurricular allowances and/or supplemental payments that do not appear on the supplemental schedule with a check mark will be paid in one lump sum at the end of the contracted period/ completed task (e.g., season). Appointments for ongoing activities/assignments approved after December 31 will be paid in one lump sum with the last pay of the school year (6/30). Contracts for extracurricular and supplemental assignments will include specific beginning and ending dates for each assignment.
3. The Supplemental Salary Schedule can be found at the end of this Agreement.

E. PROFESSIONAL DEVELOPMENT PLAN

1. Employees having participated in the plan prior to July 1, 1993 will continue to receive payment for the PDP on an ongoing basis for as long as they are an Employee of Orange.

F. EXTRA ALLOWANCES

1. When bargaining Employees are needed by the Board to complete professional assignments or assist students beyond the regular and usual assigned teaching duties, the following procedure shall be utilized:
 - a. All positions shall be posted per Article XII, Section E.
 - b. The posting shall include the criteria of the position, including information such as date of assignment, number of hours, description of work to be included, etc.
 - c. Interested bargaining Employees shall be given first option on all such positions.
2. Categories of Extra Work Assignments shall include:
 - a. Curriculum Writing: content created by the bargaining Employee that can be used by the district within the instructional program. The resulting products and content remain the property of the Orange City School District. Compensation shall be twenty-five dollars (\$25.00) per hour.
 - b. Tutoring: an Employee providing support through a district-sponsored program. An Employee delivering additional tutoring is not responsible for assessing student work for the purpose of assigning course grades. Compensation shall be thirty-seven dollars (\$37.00) per hour. Tutoring in this category excludes home instruction as mandated by disability.
 - c. Additional Instruction: an Employee delivering formal instruction beyond the contractual assignment with students involved in a program outside the traditional workday. An Employee delivering additional instruction is responsible for designing lessons, assigning and assessing student work, assigning grades for course credit, or provided extended school year opportunities for students with disabilities. Compensation shall be fifty dollars (\$50.00) per hour.

- d. **Extra Pay for Extra-Work:** in cases where special services are to be completed by a Employee by the Board during the school year, additional compensation shall be granted. The pay rate and terms and conditions of employment shall be bargained with the Orange Employees' Association. Unless the administration and Association agree otherwise, such payment shall be made on per diem basis. This does not refer to the usual extracurricular assignments.

G. NATIONAL BOARD CERTIFIED TEACHERS

Employees who earn National Board Certification for Teachers on or after July 1, 2012 shall receive a one-time stipend of Five Thousand Dollars (\$5,000) payable within thirty (30) calendar days following the teacher providing written confirmation of her/his receipt of such Certification. Any teacher who received National Board Certification before July 1, 2012 and who has not completed the ten year payment cycle shall be eligible to continue to receive such payment for the remainder of the ten year period at the rate of additional compensation of three percent (3%) of each year's base salary for the first ten (10) years following receipt of certification.

H. PAYROLL DEDUCTIONS

Deductions from pay may be made for the following items:

1. Unauthorized absence.
2. Withholding tax according to information contained on the exemption certificate filed with the Treasurer.
Appropriate Board-approved fringe benefits.
3. Retirement.
4. Dues for Employees as provided in Article VII of this agreement.
5. Annuity Payments shall be sent to the appropriate annuity company twice each month.
6. Other purposes which fall within legal bounds.

I. DIRECT DEPOSIT AVAILABILITY

Employees are required to receive their pay through the District's direct deposit program. Direct deposit notifications will be delivered by the employee's school email account. Paper paystubs shall not be provided.

J. PAY PERIODS AND PAY DATES

1. All Employees' salaries shall be paid on a twelve (12) month basis.
2. Pay dates are the 15th and 30th of each month. If these dates fall on a Saturday or Sunday, payment will be made on Friday.
3. Employees may elect a twenty (20) pay option. Those electing the twenty (20) pay option must complete and submit a written application for same to the Office of the Treasurer not later than August 1st of each year. An Employee electing a twenty (20) pay option remains on that option for the full school year. All deductions, including but not limited to health care premiums and annuity plan contributions for those on a twenty (20) pay option, shall be made over twenty (20) pays. However, an Employee will not be eligible for the twenty (20) pay option in the event she or he is or becomes subject to a court order requiring payroll deductions over a twelve (12) month period.

K. NEW EMPLOYEE ORIENTATION PAY

1. The Superintendent may authorize Employees new to Orange to attend an orientation program.
2. Rate of pay shall be per diem based on the school calendar for the ensuing school year.

L. DETERMINATION OF DAILY RATE

The daily rate of pay (per diem) of each Employee under contract shall be determined by dividing his/her annual rate based on the Employee's step and column placement on the Salary Schedule by the number of workdays in a full school term. The daily rate shall be explained by formula on the salary notification (Form 6000) in June. Form 6000 may be changed for formatting purposes only. Substantive information shall remain the same. The Orange Teachers Association shall be notified when changes are made.

M. SCHOOL YEAR CALENDAR

1. Any change in the length of the school year calendar (185 Employee workdays) shall be cause for the renegotiation of wages in Article XIII (within sixty [60] calendar days).
2. The 185 Employee workdays include the following:

- a. One day prior to the start of the student year for professional development/in-service activities ("Convocation Day"). The Board schedules the activities on Convocation Day.
 - b. One Employee workday prior to the start of the student year.
 - c. One and one half days for closing Employee workdays.
3. The third workday of each school year will be for orientation of all students and Employee preparation.
 4. During the Employee workday prior to the start of the student year the Association may schedule such OTA general meeting or meetings as deemed necessary; the Ice Cream Social will not be scheduled on that day. Building principals may schedule up to sixty (60) minutes during the final sixty (60) minutes of this day for building staff meetings and may also use the ability to schedule an after-school sixty-minute meeting on this day under Section XI(O). The Superintendent will determine whether the Convocation Day precedes or follows the Employee workday.
 5. MHS will have a records day after the end of the first trimester (approximately mid-November). The MHS parent-teacher conference committee established in Article XVI may recommend a different date for the records day to the Superintendent and OTA President by May of the preceding school year. If the Committee cannot agree on a different date or if the Superintendent and OTA President do not approve a modification, the MHS records day will be as set out above in this section.
 6. The administration shall share with OTA Employees at least two calendar year options for consideration. The option favored by OTA membership shall be recommended to the Board for approval by the administration.

N. SUBSTITUTE PERIODS

1. Compensation will be made for substitute periods worked during an Employee's unassigned time. Such compensation will take effect upon the first substitution made by any one Employee. The compensation shall be made on the following schedule:

Period	Amount
0 - 30 minutes	\$15.00
31 - 60 minutes	\$30.00

2. The Employee has the right to refuse the assigned substitution except in emergency situations.

3. Regular classroom Employees who take a portion of another regular Employee's students due to the absence of that Employee and the lack of an available substitute will share the rates set forth above so long as portion of the class remains with that Employee.

XIV. FRINGE BENEFITS

A. RETIREMENT SEVERANCE PAY

1. Employees who elect to retire and who meet the requirements of the Ohio Revised Code shall be eligible for Retirement Severance Pay. This payment shall be a sum equal to one-fourth of the value of their accrued, but unused, Sick Leave credit not to exceed a maximum payment of eighty (80) days.
2. In addition, retiring Employees shall receive eight percent (8%) of the sick days accumulated but not used during the Employee's last five years of employment. For example if an Employee during her/his last five years of employment uses a total of 5 days, the Employee shall receive, in addition to the retirement severance portion set forth above, and an additional (5.6) days of severance pay.
3. Such severance payment shall be computed based on the Employee's daily rate of pay at the time of retirement. Supplementary or overtime pay will not be applicable in figuring this daily rate.
4. The severance payment on this basis shall be understood to eliminate all Sick Leave credit accrued by the Employee.
5. Severance payment for Sick Leave shall be made only once to any Employee and shall be paid within thirty (30) calendar days of receipt of their last payroll check.
6. In the case of the death of an employee in active pay status who would have qualified to retire under STRS eligibility for retirement severance pay as stated in Paragraph A(1) above at the time of her/his passing, the Retirement Severance Pay shall be made to the employee's designated beneficiary or if no name beneficiary, to the employee's estate.

B. INSURANCES

1. The Orange Board of Education will make available single or family coverage for each of the listed insurances. To be eligible for the insurance coverages, the Employee must hold either a Limited or Continuing Contract. Enrollment in these insurance programs is

not automatic and it shall be the responsibility of each Employee to initiate enrollment within thirty (30) calendar days of the beginning of the employment contract.

2. The Board may change carrier(s) of any of the insurance programs contained herein provided that such coverage and services shall not be less than the coverages provided by the present carrier(s) as of the effective date of this contract. The Orange Teachers Association shall be notified in writing thirty calendar days in advance of any proposed change in carrier(s).
3. Preexisting conditions shall not be excluded from coverage with a change in carriers.
4. Dependent coverages shall include children to age twenty-six (26) for Hospital/Medical-Surgical/Major Medical, Vision Care and Dental Care.
5. Hospitalization Medical-Surgical/Major Medical

Effective July 1, 2015, full-time Employees electing to enroll in medical insurance programs will contribute 12% of the monthly premium cost of the health insurance plan. This contribution shall increase to 14% effective July 1, 2016 and to 15% effective July 1, 2017.

Part-time Employees of the bargaining unit who work at least half time or more shall be eligible to have fringe benefits as listed below:

0 - 49%	No Benefits
50-99%	75% of cost paid by Board

A single medical plan shall be offered, with a \$20 co-pay per office visit (any wellness visit or preventative service will be covered at 100% with no co-pays); a \$50 emergency room co-pay (co-pay waived if admitted to hospital); 100% network, 70% out of network with \$2400/\$4800 annual coinsurance maximum for out of network. In addition to the plan design referenced above, beginning January 1, 2016, the Board shall offer a minimum value, high deductible plan with no cost to the employee for premiums. The plan provides in-network deductibles of \$6,350 single and \$12,700 family.

Spousal Coverage:

- a. If an employee's spouse is eligible to participate, as a current employee or in their current enterprise or retiree, in group health insurance and/or prescription drug insurance sponsored by his/her employer, enterprise or any public or

private retirement plan, the spouse is not eligible to enroll for coverage under the Orange medical plan unless he or she enrolls in such other group insurance coverage.

- b. The requirement does not apply to any spouse who works less than 30 hours per week AND is required to pay more than 50% of the single premium to participate in the employer's group health insurance coverage and/or prescription drug insurance coverage. This requirement also does not apply to any spouse who is a retiree under a public retirement plan and enrolled in Medicare coverage.
- c. Upon the spouse's enrollment in any such employer (or public retirement plan) sponsored group insurance coverage, that coverage will become the primary payer of benefits and the coverage sponsored by the Board will become the secondary payer of benefits. In other words, as secondary payer the Orange medical plan will cover eligible expenses not covered by the primary coverage of the spouse.
- d. Any spouse who fails to enroll in any group insurance coverage sponsored by the spouse's employer, or any public or private retirement plan, as required by this Section, shall be ineligible for benefits under the group insurance coverage sponsored by the Board of Education. Note: If a spouse's only option is a "high deductible health care plan" ("HDHP") that is qualified to be used in conjunction with an HSA, then the spouse will be granted a waiver to stay on the Orange plan without taking the HDHP coverage. But the waiver is available only if the HDHP is the ONLY plan offered to the spouse.
- e. Every employee whose spouse participates in the Board's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer, enterprise or any public or private retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all health and prescription drug insurance coverage sponsored by the Board. Additional documentation may be required.

- f. An employee who submits false information or fails to timely advise the Board of a change in the spouse's eligibility for employer, enterprise or retirement plan sponsored group health insurance and prescription drug insurance and such false information, or such failure results in the Board providing benefits to which the spouse is not entitled, the employee will be personally liable to the Board for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Board. Any amount to be reimbursed by the employee may be deducted from the benefits to which the employee would otherwise be entitled. In addition, the employees' spouse will be terminated immediately from group health insurance and/or prescription drug coverage under the plan. If the employee submits false information, the employee may be subject to disciplinary action by the Board, up to and including termination of employment.
- g. The Board will reimburse the spouse of the Employee who is required, under this program, to obtain her/his own medical insurance up to \$125 per month for the expense incurred by the spouse in obtaining such coverage. The spouse shall provide appropriate evidence, through pay stubs or other documentation, of her/his payment of monies to secure single coverage from her/his employer, retirement provider, or another source.

6. Prescription Drug Plan

Deductibles of thirty (\$30) dollars for brand name prescriptions and ten (\$10) dollars for generic retail (30 day supply) and mail orders (90 day supply). Effective January 1, 2016, the deductibles rise to thirty-five dollars (\$35) for brand name prescriptions and ten dollars (\$10) for generic retail (30-day supply) and mail orders (90 day supply). Effective July 1, 2015 Employees electing prescription drug coverage shall pay, by payroll deduction, 12% of the monthly premium for such coverage; this contribution shall increase to 14% effective July 1, 2016 and to 15% effective July 1, 2017.

7. Vision Plan

Effective July 1, 2015 through December 31, 2015, the plan provides for one eye examination, one change of lenses, and one change of frame or contact lenses each year. The plan includes the following scheduled benefits:

<u>Service</u>	<u>Amount</u>
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Vision Survey	\$ 35.00
Vision Analysis without Tonometry (glaucoma test)	\$ 70.00
Vision Analysis with Tonometry	\$ 70.00
Single Vision Lenses	\$125.00
Bifocal Lenses	\$200.00
Blended Lenses	\$300.00
Trifocal Lenses	\$275.00
Lenticular Lenses	\$200.00
Contacts	\$250.00 (excluding fitting)
Frames	\$150.00

Effective January 1, 2016, the plan changes to the coverages described in Appendix D.

Employees electing vision coverage shall pay, via payroll deduction, 12% of the monthly premium effective July 1, 2015; this contribution shall increase to 14% effective July 1, 2016 and to 15% effective July 1, 2017.

8. Dental Care

a. Effective July 1, 2015, Employees electing such coverage shall pay, via payroll deduction, twelve (12%) percent of the monthly premium for such coverage. The insurance provides a \$2,000 calendar year maximum per enrollee. The calendar year maximum increases to \$2,500 beginning January 1, 2016. Employees electing dental coverage shall pay, via payroll deduction, 14% of the monthly premium effective July 1, 2016; this contribution shall increase to 15% effective July 1, 2017. The plan provides for the following UCR services:

- i. Class I - 100% paid, exams twice per calendar year, cleaning, certain lab tests, and emergency treatments.
- ii. Class II - \$25 individual deductible/\$50 family deductible, pays 80% of UCR charges for fillings, root canals, gum disease, repair of bridgework and dentures, extractions and oral surgery anesthesia if medically necessary.
- iii. Class III - Deductible in Class II, pays 60% of UCR charges for inlays, onlays or crown restorations, initial bridgework, installation of partial or full dentures,

replacement of existing bridgework or dentures (see booklet for limitations).

- b. In addition to the regular dental plan an orthodonture coverage provides a lifetime individual maximum of \$2,000 calculated at 60% coverage of UCR claims related to the orthodonture procedures. The lifetime maximum increases to \$2,500 on January 1, 2016.

9. **Hearing Coverage.** Effective January 1, 2016, the Board shall provide coverage for hearing with the benefits described in the attached Appendix D at no cost to the employee.

10. **Life Insurance and AD and D Coverage**

The Board shall provide a term life insurance policy equal to \$100,000 per bargaining unit employee. Each individual will also have accidental death and dismemberment coverage which will be calculated at double the amount of the basic coverage.

C. 125 FLEXIBLE BENEFITS PLAN (FLEX PRO)

1. The Employee has the option to participate in the 125 Flexible Benefits Plan. This program allows the Employee to participate in:
 - a. Premium Pass Through of Employee contributions for Insurances
 - b. Medical Reimbursement up to \$2,000
 - c. Dependent Care Reimbursement up to \$5,000
2. There is an open enrollment period and adjustment period on the calendar year. Information is available in the benefits office.
3. Any money left in the reimbursement accounts not spent at the end of the calendar year will be lost.

D. OHIO WORKERS' COMPENSATION

1. Employees are protected under the State Workers' Compensation Act of Ohio in cases of injury or death incurred in the course of and arising out of their employment.
2. An Employee's application for this compensation must be filed by the attending physician within thirty (30) calendar days after the injury.

3. Each Employee must report in writing any accident on the day of the accident or as soon as possible thereafter. A regular form for this report may be obtained in the office of each building. (Form No. 9100) This form must then be turned in to the Superintendent.
4. Any deviation from this procedure may result in loss of compensation.

E. TUITION FREE ENROLLMENT

1. Provided that the program is offered by the Orange City School District or through a consortium program of which the District is a member, the Board will enroll children of unit members employed by the Orange City School District who reside in another district in grades K-12 free of tuition costs. These children will continue to receive tuition free enrollment until the date of that child's graduation. Subject to the proviso above, these children will receive the full services offered by the Orange City Schools (except transportation to and from school). Children must be reenrolled on a yearly basis by completing Form 9200a by August 1st of each year. This reenrollment is based on state law and Board Policy and enables the Board to plan staff and assignments without last minute changes. See Tuition Enrollment Form No. 9200a at end of Agreement.
2. This option shall not be available to Employees initially hired on and after the first Employee workday of the 2009-10 school year.
3. Subject to the foregoing, children of Employees employed before the first Employee workday of the 2009-10 school year may attend Orange Schools on a tuition-free basis.

XV. OPEN HOUSE

- A. Open House is a school function that is a part of each Employee's job responsibility. It is an opportunity for furthering school/community relations. Open House should convey the "everyday" school image with normal display of student work. It allows Employees to present themselves, a general description of classroom procedures, expectations, and programs. Any discussion of individual student needs shall be arranged at a later date.
- B. Employees shall have input into the planning and evaluation of Open House activities at the building level through the Principal's Cabinet.
- C. In order to provide the instructional staff appropriate planning time to maximize the quality of presentations to students and to parents, on the

day after Open House the start of the Employee workday for affected Employees shall be delayed by 90 minutes.

XVI. PARENT-TEACHER CONFERENCES

- A. Parent-teacher conferences, K-12, will be scheduled after the end of the first grading period.
- B. During the fall at Brady and Moreland, conferences will be held on ½ day immediately following early dismissal of students and will include a ½ hour uninterrupted lunch period; conferences will be held the following day, with no students in attendance, starting at noon through 7:45 pm, with a one hour uninterrupted break for lunch/dinner.
- C. One half-day of conferences will also occur in February for grades K-8 with parent attendance at the invitation of the Employee or request of the parent following the half day format above.
- D. At OHS conferences will be held with no students in attendance, starting at noon through 7:45 pm, with a one-hour uninterrupted break for lunch/dinner.
- E. A committee at each building composed of one or more representatives appointed by the OTA President along with the building principal and Superintendent or designee may develop a conference schedule appropriate to that building; the schedule may be changed from that set forth in this section if the committee's recommendation is approved by the OTA President and Superintendent. If the representative and principal cannot agree on such schedule or if the OTA President and Superintendent do not approve the modification, parent-teacher conferences for that building that year will follow the schedule set out on this section.

XVII. STUDENT DISCIPLINE

- A. If a student is removed from a classroom for behavior which seriously disrupts the educational environment, the Employee promptly shall receive written notice of the disposition of the referral from the responsible administrator.
- B. All cases of assault and property damage by pupils against staff of the Orange Schools shall be considered for appropriate disciplinary action.
- C. All serious cases of verbal or written threat of physical harm to the Employee, Employee's family, members of the Employee's property or physical assault against any Orange Employee shall be reported immediately to the principal. The assaulted person and principal will discuss further action to be taken. Every case of intentional physical

assault and/or verbal threat against any Orange Employee shall be referred to the Director of Human Resources .

- D. In cases of assault or serious verbal or written threat of bodily harm directed against the Employee, the property of the Employee, or a member of the Employee's family, the Employee shall file a report with the police.
- E. Following the filing of that report, the supervisor/principal shall meet with the complainant to discuss the incident. Where appropriate, the student shall be removed from the Employee's class in accordance with the emergency removal provisions of the conduct code. Following completion of his/her investigation, the principal shall provide a written summary of the reported incidents to the complainant and to the Director of Human Resources within 24 hours.
- F. Subject to the requirements of State and Federal law, no student who has been subject to emergency removal from a Employee's class for the reasons here listed shall be returned to the room of the complainant Employee until a conference is conducted involving the Employee, the building principal or designee, the Director of Human Resources or designee, and an OTA representative. At that conference the administration and Employee shall discuss the reasons for acting to return the student to the classroom.

XVIII. EMERGENCY CLOSING OF SCHOOL

A. WEATHER CONDITIONS

1. Employees are expected to report to their normal assignment unless notified by the building calling system activated by the Principal. The calling system would be used when street conditions are hazardous and our buses are not permitted on the roads or if the campus roadways and parking areas are impassable.
2. An exception to this procedure would be if the Employee lives in an area where the conditions are hazardous. That person would not be expected to report to his assignment until such conditions have improved. It is the responsibility of the Employee to immediately report such hazardous conditions to his building Principal.

B. OTHER THAN WEATHER CONDITIONS

If hazardous conditions do not exist and school is closed due to the mechanical failure of the buses, driver-related difficulties, or individual building problems, all Employees are expected to report to work as usual unless otherwise notified.

C. BUILDING CALLING SYSTEM

It is the responsibility of each building Principal to establish a calling system to clearly verify school closing for all Employees within the building.

XIX. CONTRACT MAINTENANCE

A. WAIVER OF NEGOTIATIONS

This Contract constitutes the entire contract between the parties and it supersedes all prior and contemporaneous understandings (written or oral) not specifically incorporated herein. No change in a specific term of this Contract shall be made during the life of this Contract except by mutual agreement.

B. NO STRIKE CLAUSE

The Association and any and all of its Employees shall not cause, engage in, or sanction any strike, slowdown, or any other such concerted action for the term of this Agreement.

C. ENTIRE AGREEMENT CLAUSE

This Contract supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the Board and the Association, and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

D. EQUAL OPPORTUNITY CLAUSE

The Board is an equal opportunity employer and will continue to abide by all state and federal equal employment laws. Likewise, the Association will continue to abide by all state and federal equal employment laws.

E. CONFLICT WITH LAW

If either party to this contract believes that a provision of this Contract, an application of the provisions of this Contract or an agreement reached under its terms is in conflict with Federal or State law, regulation, or court order, then the parties to this Contract shall meet within sixty (60) calendar days after one party provides written notice to the other party of the potential conflict to determine whether there is a conflict, how this Contract is affected and to negotiate a resolution of any conflict that may exist. No conflict with any law shall affect the validity of any other provision of this Contract and all such other provisions shall remain in full force and effect as though no conflict existed.

F. DURATION OF CONTRACT

This contract shall become effective July 1, 2015 and shall continue in full force and effect until June 30, 2018.

An updated version of this contract with all amendments incorporated will be distributed to all Employees and administrative staff within forty-five (45) calendar days following ratification by the parties. The distribution of this contract shall be sent to all bargaining unit employees via their school email and it shall also be made accessible on the school district network.

G. FORMS

Any modifications, addition, or deletions, to the forms in this contract shall be done by mutual agreement of the Superintendent and the President and Vice President of the Orange Teachers Association.

H. SPECIAL EDUCATION

The Association and Board recognize that State and Federal statutes and regulations require that disabled students be educated "to the maximum extent appropriate" with children who are not disabled by providing a special education, related services and supplemental aids and services in the least restrictive environment. In providing a free appropriate public education, the Association and Board acknowledge that the needs of each individual disabled student will dictate the environment in which that child is educated and that each student's educational plan will be developed and implemented in accordance with the student's individual special needs.

I. DRUG TESTING

Any faculty Employee who may have caused or contributed to an on-the-job accident, as defined below, shall be required to submit to a drug and/or alcohol test. "Accident" means an unplanned, unexpected or unintended event which occurs on Board property, during the conduct of Board business, or during working hours, or which involves Board-supplied motor vehicles or motor vehicles used in conducting Board business, or within the scope of employment, and which results in any of the following:

1. A fatality of anyone involved in the accident.
2. Bodily injury requiring off-site medical attention away from the employer's place of employment and resulting in the filing of a worker's compensation claim.
3. Vehicular damage in apparent excess of \$2,500, or

4. Non-vehicular damage in apparent excess of \$2,500.

J. LPDC

1. The number of Administrator and teacher members of LPDC, beginning with the 2012-13 year, shall be four teachers appointed by the Association President and three administrators appointed by the Superintendent.

K. GUND SCHOOL

1. All licensed staff assigned to Gund School shall be required to complete appropriate training at Board expense, including TCI, first aid, CPR.
2. Professional staff assigned to Gund School may be required to continue their participation in IEP meetings, ETR meetings and school placement meetings beyond the length of time set forth in Article XII(N).
3. Faculty assigned to Gund School are scheduled for planning time at the end of the student day, currently commencing at about 2 p.m. The remainder of their planning time occurs between the start of the teacher workday and the arrival of students.
4. Faculty members assigned to Gund School receive two full days at the end of their work year, one for TCI training and another for closing. As well, faculty members at Gund School are not expected to attend open house nor parent teacher conferences.

The following hereby attest that this Agreement constitutes a legally binding contract for the period of July 1, 2015 through June 30, 2018.

Orange Board of Education

Orange Administrative Team

Orange Teacher Assn. Team

Angela B. Wilkes

Ed. S. D. O.

Janice Miller

Mickie Miller

Paula J. Snipes

Monia A. Keel

Janice D.

W. Haul

G. J.

Dagny Fellowes

Chlo. Leidy

April

APPENDICES

- A. SALARY SCHEDULES
- B. FORMS
- C. OOTES ITEMS
- D. INSURANCE SUMMARIES
- E. SPECIAL EDUCATION COMMITTEE MOU

APPENDIX A
SALARY SCHEDULES

Orange City School District
 OTA Salary Index, Schedule, Grids and Cost Schedules
 Fiscal Year 2015-2016

TEA OFFERS SALARY SCHEDULE 2015-2016

BASE SALARY	46,517	0.5%
BA to BA+15	600	
MA to MA+15	1,000	
MA+15 to MA+30	1,000	
MA+30 to PhD	1,000	

STEP	BA	INDX	BA+15	MA	INDX	MA+15	MA+30	PHD
0	\$44,191	0.950	\$44,791	\$49,029	1.054	\$50,029	\$51,029	\$52,029
1	\$46,517	1.000	\$47,117	\$51,355	1.104	\$52,355	\$53,355	\$54,355
2	\$48,843	1.050	\$49,443	\$54,332	1.168	\$55,332	\$56,332	\$57,332
3	\$51,169	1.100	\$51,769	\$57,309	1.232	\$58,309	\$59,309	\$60,309
4	\$53,495	1.150	\$54,095	\$60,286	1.296	\$61,286	\$62,286	\$63,286
5	\$55,820	1.200	\$56,420	\$63,263	1.360	\$64,263	\$65,263	\$66,263
6	\$58,146	1.250	\$58,746	\$66,240	1.424	\$67,240	\$68,240	\$69,240
7	\$60,472	1.300	\$61,072	\$69,217	1.488	\$70,217	\$71,217	\$72,217
8	\$62,798	1.350	\$63,398	\$72,194	1.552	\$73,194	\$74,194	\$75,194
9	\$65,124	1.400	\$65,724	\$75,171	1.616	\$76,171	\$77,171	\$78,171
10	\$67,450	1.450	\$68,050	\$78,149	1.680	\$79,149	\$80,149	\$81,149
11	\$69,776	1.500	\$70,376	\$81,126	1.744	\$82,126	\$83,126	\$84,126
12	\$72,101	1.550	\$72,701	\$84,103	1.808	\$85,103	\$86,103	\$87,103
13	\$74,427	1.600	\$75,027	\$87,080	1.872	\$88,080	\$89,080	\$90,080
14	\$76,753	1.650	\$77,353	\$90,057	1.936	\$91,057	\$92,057	\$93,057
15	\$79,079	1.700	\$79,679	\$93,034	2.000	\$94,034	\$95,034	\$96,034
16	\$79,079	1.700	\$79,679	\$93,034	2.000	\$94,034	\$95,034	\$96,034
17	\$79,079	1.700	\$79,679	\$94,430	2.030	\$95,430	\$96,430	\$97,430
18	\$79,079	1.700	\$79,679	\$95,825	2.060	\$96,825	\$97,825	\$98,825
19	\$79,079	1.700	\$79,679	\$95,825	2.060	\$96,825	\$97,825	\$98,825
20	\$79,079	1.700	\$79,679	\$97,221	2.090	\$98,221	\$99,221	\$100,221
21	\$79,079	1.700	\$79,679	\$97,221	2.090	\$98,221	\$99,221	\$100,221
22	\$79,079	1.700	\$79,679	\$97,918	2.105	\$98,918	\$99,918	\$100,918
23	\$79,079	1.700	\$79,679	\$98,616	2.120	\$99,616	\$100,616	\$101,616
24	\$79,079	1.700	\$79,679	\$98,616	2.120	\$99,616	\$100,616	\$101,616
25	\$79,079	1.700	\$79,679	\$99,314	2.135	\$100,314	\$101,314	\$102,314
26	\$79,079	1.700	\$79,679	\$100,012	2.150	\$101,012	\$102,012	\$103,012
27	\$79,079	1.700	\$79,679	\$100,012	2.150	\$101,012	\$102,012	\$103,012
28	\$83,451	1.794	\$84,051	\$101,407	2.180	\$102,407	\$103,407	\$104,407
29	\$83,451	1.794	\$84,051	\$101,407	2.180	\$102,407	\$103,407	\$104,407
30	\$84,522	1.817	\$85,122	\$102,803	2.210	\$103,803	\$104,803	\$105,803
31	\$84,522		\$85,122	\$102,803		\$103,803	\$104,803	\$105,803
32	\$84,522		\$85,122	\$102,803		\$103,803	\$104,803	\$105,803
33	\$84,522		\$85,122	\$102,803		\$103,803	\$104,803	\$105,803
34	\$84,522		\$85,122	\$102,803		\$103,803	\$104,803	\$105,803
35	\$84,522		\$85,122	\$102,803		\$103,803	\$104,803	\$105,803
36	\$84,522		\$85,122	\$102,803		\$103,803	\$104,803	\$105,803
37	\$84,522		\$85,122	\$102,803		\$103,803	\$104,803	\$105,803
38	\$84,522		\$85,122	\$102,803		\$103,803	\$104,803	\$105,803
39	\$84,522		\$85,122	\$102,803		\$103,803	\$104,803	\$105,803
40	\$84,522		\$85,122	\$102,803		\$103,803	\$104,803	\$105,803
41	\$84,522		\$85,122	\$102,803		\$103,803	\$104,803	\$105,803
42	\$84,522		\$85,122	\$102,803		\$103,803	\$104,803	\$105,803
43	\$84,522		\$85,122	\$102,803		\$103,803	\$104,803	\$105,803
44	\$84,522		\$85,122	\$102,803		\$103,803	\$104,803	\$105,803

Orange City School District
 OTA Salary Index, Schedule, Grids and Cost Schedules
 Fiscal Year 2016-2017

TEACHERS SALARY SCHEDULE 2016-2017

BASE SALARY	46,982	1.0%
BA to BA+15	600	
MA to MA+15	1,000	
MA+15 to MA+30	1,000	
MA+30 to PhD	1,000	

STEP	BA	INDX	BA+15	MA	INDX	MA+15	MA+30	PHD
0	\$44,633	0.950	\$45,233	\$49,519	1.054	\$50,519	\$51,519	\$52,519
1	\$46,982	1.000	\$47,582	\$51,868	1.104	\$52,868	\$53,868	\$54,868
2	\$49,331	1.050	\$49,931	\$54,875	1.168	\$55,875	\$56,875	\$57,875
3	\$51,680	1.100	\$52,280	\$57,882	1.232	\$58,882	\$59,882	\$60,882
4	\$54,029	1.150	\$54,629	\$60,889	1.296	\$61,889	\$62,889	\$63,889
5	\$56,378	1.200	\$56,978	\$63,896	1.360	\$64,896	\$65,896	\$66,896
6	\$58,728	1.250	\$59,328	\$66,902	1.424	\$67,902	\$68,902	\$69,902
7	\$61,077	1.300	\$61,677	\$69,909	1.488	\$70,909	\$71,909	\$72,909
8	\$63,426	1.350	\$64,026	\$72,916	1.552	\$73,916	\$74,916	\$75,916
9	\$65,775	1.400	\$66,375	\$75,923	1.616	\$76,923	\$77,923	\$78,923
10	\$68,124	1.450	\$68,724	\$78,930	1.680	\$79,930	\$80,930	\$81,930
11	\$70,473	1.500	\$71,073	\$81,937	1.744	\$82,937	\$83,937	\$84,937
12	\$72,822	1.550	\$73,422	\$84,943	1.808	\$85,943	\$86,943	\$87,943
13	\$75,171	1.600	\$75,771	\$87,950	1.872	\$88,950	\$89,950	\$90,950
14	\$77,520	1.650	\$78,120	\$90,957	1.936	\$91,957	\$92,957	\$93,957
15	\$79,869	1.700	\$80,469	\$93,964	2.000	\$94,964	\$95,964	\$96,964
16	\$79,869	1.700	\$80,469	\$93,964	2.000	\$94,964	\$95,964	\$96,964
17	\$79,869	1.700	\$80,469	\$95,373	2.030	\$96,373	\$97,373	\$98,373
18	\$79,869	1.700	\$80,469	\$96,783	2.060	\$97,783	\$98,783	\$99,783
19	\$79,869	1.700	\$80,469	\$96,783	2.060	\$97,783	\$98,783	\$99,783
20	\$79,869	1.700	\$80,469	\$98,192	2.090	\$99,192	\$100,192	\$101,192
21	\$79,869	1.700	\$80,469	\$98,192	2.090	\$99,192	\$100,192	\$101,192
22	\$79,869	1.700	\$80,469	\$98,897	2.105	\$99,897	\$100,897	\$101,897
23	\$79,869	1.700	\$80,469	\$99,602	2.120	\$100,602	\$101,602	\$102,602
24	\$79,869	1.700	\$80,469	\$99,602	2.120	\$100,602	\$101,602	\$102,602
25	\$79,869	1.700	\$80,469	\$100,307	2.135	\$101,307	\$102,307	\$103,307
26	\$79,869	1.700	\$80,469	\$101,011	2.150	\$102,011	\$103,011	\$104,011
27	\$79,869	1.700	\$80,469	\$101,011	2.150	\$102,011	\$103,011	\$104,011
28	\$84,286	1.794	\$84,886	\$102,421	2.180	\$103,421	\$104,421	\$105,421
29	\$84,286	1.794	\$84,886	\$102,421	2.180	\$103,421	\$104,421	\$105,421
30	\$85,367	1.817	\$85,967	\$103,830	2.210	\$104,830	\$105,830	\$106,830
31	\$85,367		\$85,967	\$103,830		\$104,830	\$105,830	\$106,830
32	\$85,367		\$85,967	\$103,830		\$104,830	\$105,830	\$106,830
33	\$85,367		\$85,967	\$103,830		\$104,830	\$105,830	\$106,830
34	\$85,367		\$85,967	\$103,830		\$104,830	\$105,830	\$106,830
35	\$85,367		\$85,967	\$103,830		\$104,830	\$105,830	\$106,830
36	\$85,367		\$85,967	\$103,830		\$104,830	\$105,830	\$106,830
37	\$85,367		\$85,967	\$103,830		\$104,830	\$105,830	\$106,830
38	\$85,367		\$85,967	\$103,830		\$104,830	\$105,830	\$106,830
39	\$85,367		\$85,967	\$103,830		\$104,830	\$105,830	\$106,830
40	\$85,367		\$85,967	\$103,830		\$104,830	\$105,830	\$106,830
41	\$85,367		\$85,967	\$103,830		\$104,830	\$105,830	\$106,830
42	\$85,367		\$85,967	\$103,830		\$104,830	\$105,830	\$106,830
43	\$85,367		\$85,967	\$103,830		\$104,830	\$105,830	\$106,830
44	\$85,367		\$85,967	\$103,830		\$104,830	\$105,830	\$106,830

Orange City School District
 OTA Salary Index, Schedule, Grids and Cost Schedules
 Fiscal Year 2017-2018

TEACHERS SALARY SCHEDULE 2017-2018

BASE SALARY	47,687	1.5%
BA to BA+15	600	
MA to MA+15	1,000	
MA+15 to MA+30	1,000	
MA+30 to PhD	1,000	

STEP	BA	INDX	BA+15	MA	INDX	MA+15	MA+30	PHD
0	\$45,303	0.950	\$45,903	\$50,262	1.054	\$51,262	\$52,262	\$53,262
1	\$47,687	1.000	\$48,287	\$52,646	1.104	\$53,646	\$54,646	\$55,646
2	\$50,071	1.050	\$50,671	\$55,030	1.168	\$56,030	\$57,030	\$58,030
3	\$52,456	1.100	\$53,056	\$57,414	1.232	\$58,414	\$59,414	\$60,414
4	\$54,840	1.150	\$55,440	\$59,798	1.296	\$60,798	\$61,798	\$62,798
5	\$57,224	1.200	\$57,824	\$62,182	1.360	\$63,182	\$64,182	\$65,182
6	\$59,609	1.250	\$60,209	\$64,566	1.424	\$65,566	\$66,566	\$67,566
7	\$61,993	1.300	\$62,593	\$66,950	1.488	\$67,950	\$68,950	\$69,950
8	\$64,377	1.350	\$64,977	\$69,334	1.552	\$70,334	\$71,334	\$72,334
9	\$66,762	1.400	\$67,362	\$71,718	1.616	\$72,718	\$73,718	\$74,718
10	\$69,146	1.450	\$69,746	\$74,102	1.680	\$75,102	\$76,102	\$77,102
11	\$71,531	1.500	\$72,131	\$76,486	1.744	\$77,486	\$78,486	\$79,486
12	\$73,915	1.550	\$74,515	\$78,870	1.808	\$79,870	\$80,870	\$81,870
13	\$76,299	1.600	\$76,899	\$81,254	1.872	\$82,254	\$83,254	\$84,254
14	\$78,684	1.650	\$79,284	\$83,638	1.936	\$84,638	\$85,638	\$86,638
15	\$81,068	1.700	\$81,668	\$86,022	2.000	\$87,022	\$88,022	\$89,022
16	\$81,068	1.700	\$81,668	\$86,022	2.000	\$87,022	\$88,022	\$89,022
17	\$81,068	1.700	\$81,668	\$86,022	2.000	\$87,022	\$88,022	\$89,022
18	\$81,068	1.700	\$81,668	\$86,022	2.000	\$87,022	\$88,022	\$89,022
19	\$81,068	1.700	\$81,668	\$86,022	2.000	\$87,022	\$88,022	\$89,022
20	\$81,068	1.700	\$81,668	\$86,022	2.000	\$87,022	\$88,022	\$89,022
21	\$81,068	1.700	\$81,668	\$86,022	2.000	\$87,022	\$88,022	\$89,022
22	\$81,068	1.700	\$81,668	\$86,022	2.000	\$87,022	\$88,022	\$89,022
23	\$81,068	1.700	\$81,668	\$86,022	2.000	\$87,022	\$88,022	\$89,022
24	\$81,068	1.700	\$81,668	\$86,022	2.000	\$87,022	\$88,022	\$89,022
25	\$81,068	1.700	\$81,668	\$86,022	2.000	\$87,022	\$88,022	\$89,022
26	\$81,068	1.700	\$81,668	\$86,022	2.000	\$87,022	\$88,022	\$89,022
27	\$81,068	1.700	\$81,668	\$86,022	2.000	\$87,022	\$88,022	\$89,022
28	\$85,550	1.794	\$86,150	\$103,958	2.180	\$104,958	\$105,958	\$106,958
29	\$85,550	1.794	\$86,150	\$103,958	2.180	\$104,958	\$105,958	\$106,958
30	\$86,648	1.817	\$87,248	\$105,388	2.210	\$106,388	\$107,388	\$108,388
31	\$86,648		\$87,248	\$105,388		\$106,388	\$107,388	\$108,388
32	\$86,648		\$87,248	\$105,388		\$106,388	\$107,388	\$108,388
33	\$86,648		\$87,248	\$105,388		\$106,388	\$107,388	\$108,388
34	\$86,648		\$87,248	\$105,388		\$106,388	\$107,388	\$108,388
35	\$86,648		\$87,248	\$105,388		\$106,388	\$107,388	\$108,388
36	\$86,648		\$87,248	\$105,388		\$106,388	\$107,388	\$108,388
37	\$86,648		\$87,248	\$105,388		\$106,388	\$107,388	\$108,388
38	\$86,648		\$87,248	\$105,388		\$106,388	\$107,388	\$108,388
39	\$86,648		\$87,248	\$105,388		\$106,388	\$107,388	\$108,388
40	\$86,648		\$87,248	\$105,388		\$106,388	\$107,388	\$108,388
41	\$86,648		\$87,248	\$105,388		\$106,388	\$107,388	\$108,388
42	\$86,648		\$87,248	\$105,388		\$106,388	\$107,388	\$108,388
43	\$86,648		\$87,248	\$105,388		\$106,388	\$107,388	\$108,388
44	\$86,648		\$87,248	\$105,388		\$106,388	\$107,388	\$108,388

Athletic and Co-Curricular Supplementals

Boys Sports	Salary %		Girls Sports	Salary %
Baseball Varsity Head	13		Basketball Varsity Head	14
Baseball Assistant	9.5		Basketball Assistant	9.5
Baseball MS Head	6.5		Basketball MS	7
Baseball MS Assistant	5.5		Basketball MS Assistant	5.5
Basketball Varsity Head	14		Cheerleaders Varsity Head	9
Basketball Assistant	9.5		Cheerleaders Assistant	5.5
Basketball MS Head	7		Cheerleaders MS Head	5
Basketball MS Assistant	5.5		Cheerleaders MS Assistant	2.5
Basketball Summer Stipend	1.4		Cheerleaders Summer Stipend	1
Football Varsity Head	16		Field Hockey Varsity Head	10
Football Varsity Coordinator	2		Field Hockey Assistant	7.5
Football Assistant	11		Field Hockey Summer Stipend	1.4
Football MS Head	9		Golf Varsity Head	9.5
Football MS Assistant	7		Golf Assistant	7
Football Summer Stipend	1.4		Gymnastics Varsity Head	13
Golf Varsity Head	9.5		Gymnastics Asst	9.5
Golf Assistant	7		LaCrosse Varsity Head	12
Ice Hockey Varsity Head	12.5		LaCrosse Assistant	9
Ice Hockey Assistant	9.5		Soccer Varsity Head	13
Ice Hockey Summer Stipend	1.4		Soccer Assistant	9.5
Indoor Track	2		Soccer MS	6.5
Indoor Track Assistant	1		Soccer MS Assistant	5.5
LaCrosse Varsity Head	12		Soccer Summer Stipend	1.4
LaCrosse Assistant	9		Softball Head	13
Soccer Varsity Head	13		Softball Asst	9.5
Soccer Assistant	9.5		Softball MS	6.5
Soccer MS	6.5		Softball MS Assistant	5.5
Soccer MS Assistant	5.5		Tennis Varsity Head	9.5
Soccer Summer Stipend	1.4		Tennis Assistant	7
Tennis Varsity Head	9.5		Track MS	6.5
Tennis Assistant	7		Track MS Asst	5.5
Track MS	6.5		Volleyball Varsity Head	13
Track MS Asst	5.5		Volleyball Assistant	9.5
Track and Field Head Girls Only**	13		Volleyball MS Head	6.5
Track and Field Head Boys Only**	13		Volleyball MS Assistant	5.5
Wrestling Varsity Head	14		Volleyball Summer Stipend	1.4
Wrestling Assistant	9.5			
Wrestling MS Head	9		Co-Ed Sports	
Wrestling MS Assistant	7		Cross Country Head	9.5
			Cross Country Asst	7
Weight Rm. (per 40hrs) Out of Season	1.3		Cross Country MS	6.5
BMS Athletic Director	18	✓	Cross Country MS Assistant	5.5
Athletic Trainer Summer Stipend	7	✓	Swimming Head	16
Faculty Manager	14	✓	Swimming Asst	9.5
Pool Maintenance	15	✓	Swimming MS Head	6.5
Brady Middle School Coaches			Swimming MS Asst	5.5
\$300 Stipend after 3 consecutive season in same position			Track and Field Head	16
			Track and Field Asst.	9.5

**If Track and Field has a Co-Ed Head Coach, then the Girls Only and Boys Only Track and Field positions will not be available.

Check mark indicates that payment will be stretched throughout the year, otherwise it will be a lump sum payment.

Athletic and Co-Curricular Supplementals

Co-curricular	Salary		Co-curricular	Salary	
	%			%	
OHS AC4P	2	✓	OHS Mock Trial Advisor	8	✓
OHS Academic Challenge	5	✓	OHS Mock Trial Assistant	4	✓
OHS Academic Decathlon Asst	5	✓	OHS National Honor Society Advisor	3.7	✓
OHS Academic Decathlon	2.7	✓	OHS National Honor Society Asst	2.7	✓
OHS Advance String Ensemble	2	✓	OHS Nothing But Treble	5.5	✓
OHS Armerican Field Service	3	✓	OHS Orchestra Director	7.5	✓
OHS Arts Advisor	5.5	✓	OHS Outlook Advisor	8.7	✓
OHS Arts Advisor Asst	3.5	✓	OHS Outlook Financial Advisor	2.5	✓
OHS Auditorium Coordinator	4	✓	OHS Outstanding Minority Achievers	3.7	✓
OHS Amnesty International	2	✓	OHS Outstanding Minority Achievers Asst	2.7	✓
OHS Calligrapher	1	✓	OHS Project Support	4	✓
OHS Choral Music Director	7.5	✓	OHS Red Cross Advisor	2	✓
OHS Class Advisor 9	2.2	✓	OHS Robotics Advisor	6	✓
OHS Class Advisor 10	2.2	✓	OHS Robotics Asst	3	✓
OHS Class Advisor 11 (Incl Prom)	5	✓	OHS SADD Advisor	2	✓
OHS Class Advisor 12	3	✓	OHS Science Olympiad Advisor	3.2	✓
OHS Debate	7	✓	OHS Senior Project Committee	20	✓
OHS Debate Asst	3	✓	OHS Senior Review Committee (20)	0.4	✓
OHS Department Head	5.5	✓	OHS Sister to Sister	3.7	✓
OHS Dept Reps	5.5	✓	OHS Spirit Club Advisor	5	✓
OHS Environmental Club	3.2	✓	OHS Sp. Musical Choreographer	3.5	
OHS Fall Play	8	✓	OHS Sp. Musical Director	9	
OHS Fall Play Asst Director	2	✓	OHS Sp. Musical Orchestra Dir	5	
OHS Fall Play Tech Director	5.3	✓	OHS Sp. Musical Tech Director	5.3	
OHS Future Problem Solvers	2	✓	OHS Sp. Musical Vocal Director	5	
OHS Gay Straight Alliance	2	✓	OHS Student Government Assoc	6	✓
OHS Investment Club	2	✓	OHS Teacher Lead Team Chair	5.5	✓
OHS Jazz Band Dir	8	✓	OHS Testing Coordinator	10	✓
OHS Jazz Choir Dir	8	✓	OHS Technology	4	✓
OHS JCOWA	7.5	✓	OHS Thespians Advisor	3.2	✓
OHS JCOWA Asst	3.5	✓	OHS Unity and Diversity	3.7	✓
OHS Key Club	5.3	✓	OHS Vision Club	5.5	✓
OHS Language Club, Other Advisor	2	✓	OHS Yearbook Financial Advisor	2.5	✓
OHS Lady O's	2	✓			
OHS Lionette Head	5.5				
OHS Lionette Band Camp	3				
OHS Male Minority Leaders	3.7	✓			
OHS Marching Drumline Instructor	4				
OHS Marching/Concert Band Dir	16	✓			
OHS Marching Band Dir Summer	5.7				
OHS Marching Band Asst	6				
OHS Marching Band Asst Summer	3				
OHS Marching Band Medical Summer	2				

Check mark indicates that payment will be stretched throughout the year, otherwise it will be a lump sum payment.

Athletic and Co-Curricular Supplementals

Co-curricular	Salary %	✓	Co-curricular	Salary %	✓
BMS Anthology	3.2	✓			
BMS Art Club	1	✓	MHS Evening Musicals (2)	2	✓
BMS Builders Club	2	✓	MHS Future Problem Solvers	1	✓
BMS Environ. Educ Director 2 Camps	5	✓	MHS Intramurals 5th Grade (Multiple)	2.2	
BMS Environ. Educ Nurse	1.55		MHS Intramurals Advisor	1.5	✓
BMS Intramural 7th/8th B-Ball	1.5		MHS Literacy Specialist (K-5)	5	✓
BMS Intra 6th Wr, Soc, Soft, B-Ball, V-Ball	2.2		MHS Outdoor Science	5	✓
BMS Jazz Band	2	✓	MHS Math Recovery Specialist	5	✓
BMS Newspaper Advisor	4	✓	MHS Motor Moms	5	✓
BMS SADD Advisor	2.2	✓	MHS Outdoor Science	5	✓
BMS Panda Club	2.2	✓	MHS Reading Materials Specialist	2.5	✓
BMS Power of Pen (2)	3.2	✓	MHS/BMS Robotics	3	✓
BMS Power of Pen Assistant (2)	2.2	✓	MHS Special Ed Specialist (K-5)	5	✓
BMS Project Support	2	✓	MHS Student Council (3)	2.5	✓
BMS Robotics	3	✓	MHS Subject Area Specialist (K-2)	2.5	✓
BMS Subj Area Specialist (Lang Arts, Math, Soc Stud, Soc, Spec Ed, For Lang)	5.5	✓	MHS Subject Area Specialist (3-5) (Lang Arts, Math, Soc Stud, Soc)	2.5	✓
BMS Science Fair	4	✓	MHS Yearbook Advisor	4.4	✓
BMS Show Director	7		MHS Teacher Lead Team	5.5	✓
BMS Show Acting Director	2		MHS Testing Coordinator (2)	5	✓
BMS Show Choreographer	2		MHS Testing Technology Coordinator	5	✓
BMS Show Tech Director	3		MHS Computer Coordinator (3)	4	✓
BMS Show Costumes	2		MHS Concert Night Art Exhibitions (2)	2	✓
BMS Show Vocal Director	3				
BMS Spelling Bee Advisor	0.4	✓	Gund Special Ed/Technology Rep	5.5	✓
BMS Student Council	3.2	✓	Gund Testing Coordinator (2)	2	✓
BMS Student Council Asst.	2	✓	Gund Testing Technology Coordinator	2	✓
BMS Student Leadership Advisor	3.2	✓			
BMS Student Leadership Assistant	2.2	✓	Inclusive Preschool Technology Rep	1	✓
BMS Teacher Lead Team	5.5	✓			
BMS Technology	4	✓	District Music Coordinator	8.5	✓
BMS Testing Coordinator (2)	5	✓	District Destination Imagination (2)	4.5	✓
BMS Testing Technology Coordinator	5	✓	District Robotics	9	✓
BMS Unity in Diversity (2)	3.5	✓			
BMS Washington Trip 8th Grade Adv	5	✓	Resident Educator Facilitator (2)	7	✓
BMS Washington Trip Chaperone	1.4		RE Mentor Year 1 or 2 (per mentee)	3.1	
BMS Year Book Advisor (2)	2.2	✓	New Staff Mentor	1	
BMS Young Astronauts	3.2	✓			
BMS Young Astronauts Asst	2	✓			
BMS Youth in Government	2	✓			
BMS Youth in Government (overnight)	1.4				

Check mark indicates that payment will be stretched throughout the year, otherwise it will be a lump sum payment.

APPENDIX B FORMS

**Orange School District
Travel Authorization Request & Payment Form**

Submit to the building principal or appropriate administrator for pre-travel. The original form will be returned to the building principal. Upon completion of travel, enter actual expenses incurred, attach original receipts and resubmit via the building principal or the appropriate administrator for final approval. (Your leave form should accompany this form). (Please tape receipts to an 8-1/2" x 11" sheet of paper in order)

Name: _____ Date: _____

School/Building _____ Assignment Area: _____
 CO Maint OIP MHS BMS OHS OCE&R GUND TRANSP

Purpose of Travel: _____

Travel Dates: _____ Location: _____

REIMBURSEMENT REQUESTED FOR THE FOLLOWING EXPENSES: * Attach Original Receipts

	<i>Estimated</i>	<i>Actual</i>
Transportation by Plane	_____	_____
Transportation by Automobile		
_____ Miles @ \$ _____ per mile (current IRS rate)	_____	_____
Misc. Charges		
Tolls/Airline Bag Fee	_____	_____
Parking	_____	_____
Ground (taxi/limo/shuttle, etc.)	_____	_____
Communications	_____	_____
Lodging -- number of nights: 1 @ + tax (moderate-priced accommodations) If two people are Sharing a room, each occupant must provide a receipt with their own name or both names on one receipt.	_____	_____
Registration Fees: (no cancelled checks - State if paid by you or school) PO # _____	_____	_____
Meals: Meals will be reimbursed @ \$40.00/day per person	_____	_____
Total:	_____	_____

Travel Accounting

- _____ Teacher 001-1190-439-0000-000000-000-00-888
- _____ Administrative 001-2421-439-0000-000000-000-00-555
- _____ Support Staff 001-2412-439-0000-000000-000-00-876
- _____ AP 001-1130-439-0000-000000-004-00-888
- _____ Personnel 001-2412-439-0000-000000-005-00-876
- _____ Treasurer 001-2510-439-0000-000000-005-00-457
- _____ Curriculum 001-2212-439-0000-000000-005-00-888
- _____ Superintendent 001-2411-439-0000-000000-005-00-555
- _____ Operations 001-2610-439-0000-000000-005-00-700
- _____ Communications 001-2930-439-0000-000000-000-00-512
- _____ Other 001-2429-439-0000-000000-000-00-555

Employee's Signature

Principal's Signature Date

Central Office Approval Date

Principal's Final Approval Date

Approved for Payment of \$ _____

\$ _____
Amount to be paid

For Petty Cash Reimbursements:
 Date of payment: _____
 Check #: _____

SCHEDULE MODIFICATION REQUEST

Full Time Tenured Teacher's Name: _____

Area of Study: _____

Proposed Schedule:

	Mon	Tues	Wed	Thur	Fri
Time					

Rationale for modification of Schedule: _____

Principal's Recommendation: _____

Teacher's Signature

Superintendent's Approval

Building Principal's Approval

Orange Board of Education

SALARY NOTIFICATION - CERTIFIED PERSONNEL

Name: .

School Year:

Assignment:

Building:

Date Hired:

Degree:

Step:

Percent:

Salary
(Salary Base x Percent)

Professional Development Award:
Professional Credit Dollars:

BASIC INSTRUCTIONAL TOTAL:

Per Diem
Assigned Additional Days
Total Additional Days

Per Diem Rate's calculated by
dividing contract days (185) into
the Salary + PDP
and Professional Credits.

GRAND INSTRUCTIONAL TOTAL:

Activities and Athletics

Activities and Athletics \$

TOTAL ACTIVITY: \$

PROJECTED TOTAL FOR ALL ASSIGNMENTS:

Form 6000 (6/96)

**Orange City Schools
Supplemental Contract Re-evaluation Form**

School year _____ Name of supplemental _____

Number of students involved in the activity _____

Length of time of assignment _____

Number of adult supervisors _____

Amount of school time involved in the assignment _____

Amount of non-school time involved in the assignment _____

Qualifications and expertise applicable to the assignment _____

List the responsibilities and activities required of the supervisors in the assignment (use reverse side if necessary) _____

Additions or exclusions to the responsibilities or activities of the assignment from previous years (use reverse side if necessary) _____

List any responsibility for campus facilities or equipment _____

List (if any) documented inequity in present year schedule _____

Staff Member _____ Date _____
Print name

Staff Signature _____

**ORANGE CITY SCHOOL DISTRICT
TUITION FREE ENROLLMENT**

This form must be completed and returned to the Human Resource Office by August 1st of each school year the child is enrolled. You must contact the appropriate building for transfer procedures.

School Year: _____

Please list name, age, and grade the student will enter:

_____	_____	_____
Student's Name	Age	Grade
_____	_____	_____
Student's Name	Age	Grade
_____	_____	_____
Student's Name	Age	Grade
_____	_____	_____
Student's Name	Age	Grade

Name of Orange Teacher Assn. Unit Member: _____

Home Address: _____

District of Residence: _____

Not available to Orange Teacher Association unit members initially hired on and after the first employee workday of the 2009-2010 school year. Children of Orange Teacher Association unit members employed before the first employee workday of the 2009-2010 school year may attend Orange City Schools on a tuition-free basis.

ORANGE CITY SCHOOL DISTRICT TEACHER SUBSTITUTE REPORT

ARTICLE XIV., N – SUBSTITUTE PERIODS

Compensation will be made for substitute periods worked during a unit member's unassigned time. Such compensation will take effect upon the second substitution made by any one unit member. The unit member has the right to refuse the assigned substitution except in emergency situations. The compensation shall be made on the following schedule:

Period	Amount
0-30 minutes	\$15.00
31-60 minutes	\$30.00

Name: _____ Building: _____

	Date	Time	Number of Minutes	Amount
1.	_____	_____ to _____	_____	_____
2.	_____	_____ to _____	_____	_____
3.	_____	_____ to _____	_____	_____
4.	_____	_____ to _____	_____	_____
5.	_____	_____ to _____	_____	_____
6.	_____	_____ to _____	_____	_____
Total Compensation Due				_____

Signature of Unit Member Date

Signature of Building Administrator Date

Signature of Director of Human Resources Date

Account Number _____ Total Approved Payment _____

**ORANGE CITY SCHOOL DISTRICT
GRADUATE COURSE CREDIT
APPROVAL**

Certified Unit Members who wish to take graduate courses for advancement on the salary schedule must fulfill the following requirements:

1. Complete this form; list each professional course (graduate catalog number, etc.) or detailed information concerning other types of experience in which you wish to participate as covered in Article XIV, Section C.
2. The application must be approved and dated by the Director of Human Resources.
3. Complete the course and file the grade slip or transcript, to show that the requirements have been completed.

Name: _____ Building: _____ Date: _____

Assignment: _____ Name of Graduate Course _____

Course Number: _____ Regular Class Workshop Course Starts ___/___/___ Ends ___/___/___

College or University _____ Hours of Credit: Semester _____ Quarter _____

How will this course benefit your school assignment? _____

Approved: _____ Regular Hours
_____ Workshop Hours

Disapproved Reason: _____

Signature of Director of Human Resources

Date

ORANGE SCHOOL DISTRICT
GRIEVANCE REPORT FORM

Aggrieved Party _____ Job Assignment _____ Building/Work Area _____

- Informal (within 15 days of occurrence with _____)
Date _____
- Step I (immediate Supervisor, within Five days of the informal procedure
with _____)
Date _____
- Step II (to Superintendent within 5 days of Step I disposition with
_____)
Date _____
- Step III (request for Arbitration to Superintendent, within 5 days of
Step II disposition or after 25 day lapse) (by certified mail)
Date _____

Superintendent or Designee _____ Arbitrator _____

Please list the specific Agreement item alleged to have been violated, misapplied, or
misinterpreted: _____

Please list the time, place and date of the alleged violation, misapplication, or
misinterpretation of the Agreement Item: _____

Statement of Grievance: (use reverse side of form if necessary)

Redress sought by Grievant: (use reverse side of form if necessary)

Signature of Grievant _____ Date of Submission _____

Step I _____
Signature of Receiving Administrator Date of Receipt

Step II _____
Signature of Receiving Administrator Date of Receipt

APPENDIX C
OOTES ITEMS

Teacher Performance

	4	3	2	1
Student Growth Measures	Accomplished	Accomplished	Proficient	Developing
	Proficient	Proficient	Developing	Developing
	Developing	Developing		
Expected				

Implementing the OTES Model: Professional Growth and Improvement Plans

Requirements for Professional Growth Plan or Improvement Plan Processes

A Professional Growth Plan or an Improvement Plan is based on Student Growth Measures as designated on the Summative Evaluation Matrix and/or performance on the standards as noted in the teacher performance rubric provided later in this section.

Expected Growth	Expected Growth	Below Expected Growth	Description of Requirements for Professional Growth or Improvement Plan
✓	✓		Growth Plan
		✓	Improvement Plan
✓			Self-Directed by Teacher
	✓		Collaborative – Teacher and Evaluator
		✓	Directed by the Evaluator
✓	✓	✓	Professional Conversations
✓	✓	✓	Mid-Year Progress Check
✓	✓	✓	End-of-Year Evaluation



Professional Conversations and Progress Checks

As the teacher and evaluator work together during the formative assessment process, scheduled conferences should take place several times during the year to provide opportunities for professional conversation or direction about performance, goals, progress, as well as supports needed. During the year, the evaluator and teacher should discuss opportunities for professional development that evolve as a result of the evaluation process. The professional growth plan will be evaluated through indicators as described in the teacher performance rubric.

Professional Growth Plan

Professional Growth Plans help teachers focus on areas of professional development that will enable them to improve their practice. Teachers are accountable for the implementation and completion of the plan and may use the plan as a starting point for the school year. (The Professional Growth Plan is intended to be one academic year in duration and may support the goals of the Individual Professional Development Plan or IPDP. The Professional Growth Plan is not intended to replace the IPDP.) The Professional Growth Plan and process includes feedback from the evaluator as well as the teacher's self-assessment, and the support needed to further the teacher's continuous growth and development. Professional development should be individualized to the needs of the teacher and students (based on available data) and specifically relate to the teacher's areas for growth as identified in the teacher's evaluation. The evaluator should recommend professional development opportunities, and support the teacher by providing resources (e.g., time, financial). The Professional Growth Plan should be reflective of the data available and include:

- » Identification of area(s) for future professional growth;
- » Specific resources and opportunities to assist the teacher in enhancing skills, knowledge and practice;
- » Outcomes that will enable the teacher to increase student learning and achievement.

Improvement Plan

Improvement Plans are developed for a teacher by the evaluator in response to Ineffective ratings in performance and/or student growth. The Improvement Plan is intended to identify specific areas for improvement of performance and for identifying guidance and support needed to help the teacher improve. (A plan of improvement may be initiated at any time during the evaluation cycle by the evaluator based on deficiencies in performance as documented by evidence collected by the evaluator.) District collective bargaining unit agreements should be consulted to determine additional conditions under which improvement plans are instituted. When an improvement plan is initiated by an administrator, it is the responsibility of the administrator to:

- » Identify, in writing, the specific area(s) for improvement to be addressed in relationship to the Ohio Standards for the Teaching Profession;
- » Specify, in writing, the desired level of performance that is expected to improve and a reasonable period of time to correct the deficiencies;
- » Develop and implement a written plan for improvement that will be initiated immediately and includes resources and assistance available;
- » Determine additional education or professional development needed to improve in the identified area(s); and
- » Gather evidence of progress or lack of progress.

A reassessment of the educator's performance shall be completed in accordance with the written plan (multiple opportunities for observation of performance). Upon reassessment of the educator's performance, if improvement has been documented at an acceptable level of performance,* the regular evaluation cycle will resume. If the teacher's performance continues to remain at an Ineffective level, the supervising administrator may reinstate the Improvement plan with additional recommendations for improvement or take the necessary steps to recommend dismissal.

*Local negotiated agreement requirements should be consulted when developing Professional Growth Plans and Improvement Plans.

Implementing the OTES Model: Observation Process

Assessment of Teacher Performance

All teachers, at all stages of their careers, will be assessed on their expertise and performance—in the classroom and school setting. Teachers with above expected levels of student growth may choose their credentialed evaluator for the evaluation cycle. Teachers with expected levels of student growth will have input on their credentialed evaluator for the evaluation cycle. Teachers with below expected levels of student growth will be assigned the credentialed evaluator for the evaluation cycle. A credentialed evaluator is one who:

- » Possesses the proper certification/licensure to be an evaluator or are LEA approved peer evaluators;
- » Has been approved as an evaluator by the local board of education;
- » Has completed a state-sponsored OTES training; and
- » Has passed an online assessment using the OTES rubric.

The Formal Observation Process

Observations of teaching provide important evidence when assessing a teacher's performance and effectiveness. As an evaluator observes a teacher engaging students in learning, valuable evidence may be collected on multiple levels. As part of the formal observation process, ongoing communication and collaboration between evaluator and teacher help foster a productive professional relationship that is supportive and leads to a teacher's professional growth and development. Based upon researched best practices, the formal observation process consists of a pre-conference, classroom observation (and walkthroughs) and a post-conference.

Pre-Conference: Planning an Observation of Classroom Teaching and Learning

At the pre-conference, the evaluator and teacher discuss what the evaluator will observe during the classroom visitation. Important information is shared about the characteristics of the learners and learning environment. Specific information is also shared about the objectives of the lesson and the assessment of student learning. The conference will also give the teacher an opportunity to identify areas in which he/she would like focused feedback from the evaluator during the classroom observation. The communication takes place during a formal meeting and a record of the date(s) should be kept. The purpose of the pre-observation conference is to provide the evaluator with an opportunity to discuss the following:

- » Lesson or unit objective(s);
- » Prior learning experiences of the students;
- » Characteristics of the learners/learning environment;
- » Instructional strategies that will be used to meet the lesson objectives;
- » Student activities and materials;
- » Differentiation based on needs of students; and
- » Assessment (data) collected to demonstrate student learning.

Note: The teacher and evaluator should set a time for the formal observation to take place and re-negotiate this scheduled date and time as necessary if the observation is not conducted as planned.

Formal Observation: Gathering Evidence of Teacher Performance

Teachers will participate in a minimum of two formal observations. A formal observation consists of a visitation of a class period or the viewing of a class lesson. The observation should be conducted for an entire class period, lesson or a minimum of 30 minutes. During the classroom observation, the evaluator documents specific information related to teaching and learning. Each formal observation will be analyzed by the evaluator using the Teacher Performance Evaluation Rubric. A narrative will then be completed by the evaluator to document each formal observation. The results of each formal observation are reviewed with the teacher during the post-observation conference. Formal observations will not include videotaping or sound recordings except with the written permission of the teacher.

Classroom walkthroughs are informal observations less than 30 minutes. These may occur frequently and may be unannounced.

Post-Conference: Reflection, Reinforcement and Refinement

The purpose of the post-observation conference is to provide reflection and feedback on the observed lesson and to identify strategies and resources for the teacher to incorporate into lessons to increase effectiveness. Following the lesson, the teacher reflects on the lesson and how well the student learning outcomes were met. Professional conversations between the evaluator and the teacher during the post-conference will provide the teacher with feedback on the observed lesson and may identify additional strategies and resources. The evaluator will make recommendations and commendations which may become part of the teacher's Professional Development Plan.

In general, the discussion between the evaluator and teacher needs to focus on a relative area of strength (reinforcement) and a relative area of weakness (refinement). Teachers may bring additional evidence that supports the lesson observed to share with the evaluator at the conference. The evaluator may consider these as evidence of student learning or evidence to support the teacher's performance.

Suggestions for Conducting the Post-Conference

1. Introduction/Greeting/Establish Length
 - a. Review Conference Process
 - b. General Impression Question
"How do you think the lesson went?"
2. Reinforcing the Teacher (Area of Relative Strength)
 - a. Identify an area of Reinforcement (ONLY one area)
 - b. Ask Self-Analysis Question
 - c. Provide evidence from notes
3. Refining the Teacher's Skill (Area of Relative Weakness)
 - a. Identify an area of Refinement (ONLY one area)
 - b. Ask Self-Analysis Question
 - c. Provide evidence from notes
 - d. Give a recommendation for future practice
4. Present evidence and ratings connected to the rubric

Combining Measures to Obtain a Holistic Rating

A strong teacher evaluation system calls for ongoing collaboration and honest conversation between teachers and their evaluators. The foundation of such a system is the transparent, two-way gathering and sharing of evidence that informs the teacher performance ratings at the end of the year. Some teacher behaviors are observable in the classroom while other evidence may include formal conferences, informal conversations, evidence of practice, and colleague, parent and student input. The OTES model describes opportunities for teachers and evaluators to discuss evidence, build a common understanding of the teacher's current practice and identify areas for future growth. Regular check-ins also help evaluators manage the administrative burden of gathering and organizing evidence by sharing the responsibility with the teacher and encouraging evaluators to document teacher practices as they occur.

Using Evidence to Inform Holistic Performance Ratings

Defining the Performance Ratings

In accordance with HB 153 and Ohio Revised Code 3319.112, the rubric describes four levels of teacher performance for each standard area. Each performance rating can also be described in more general terms as a holistic rating of teacher performance:

<p>Ineffective: A rating of <i>Ineffective</i> indicates that the teacher consistently fails to demonstrate minimum competency in one or more teaching standards. There is little or no improvement over time. The teacher requires immediate assistance and needs to be placed on an improvement plan.</p>	<p>Developing: A rating of <i>Developing</i> indicates that the teacher demonstrates minimum competency in many of the teaching standards, but may struggle with others. The teacher is making progress but requires ongoing professional support for necessary growth to occur.</p>	<p>Proficient: A rating of <i>Proficient</i> indicates that the teacher consistently meets expectations for performance and fully demonstrates most or all competencies. This rating is the rigorous, expected performance level for most experienced teachers.</p>	<p>Accomplished: A rating of <i>Accomplished</i> indicates that the teacher is a leader and model in the classroom, school, and district, exceeding expectations for performance. The teacher consistently strives to improve his or her instructional and professional practice and contributes to the school or district through the development and mentoring of colleagues.</p>
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Teacher Evaluation, as required by Amended Substitute House Bill Number 153 (HB 153), relies on two key evaluation components: a rating of Teacher Performance and a rating of student academic growth, each weighted at fifty percent of each evaluation. The following guidance speaks to the Teacher Performance rating component, utilizing the state model Teacher Performance Evaluation Rubric.

The following is suggested step-by-step guidance for evaluators to review and analyze multiple data points that inform teacher performance ratings.

Step 1: Gather evidence

1a. Align evidence to each standard area. Group the evidence you have collected from time in the classroom, conferences and everyday interactions with the teacher into the ten standard areas of performance described by the Teacher Performance Evaluation Rubric.

1b. Be consistent in gathering, recording and sharing detailed, factual evidence. Capture enough detail to accurately but succinctly describe the event, interaction or behavior factually (without implied judgment or opinion in the recording). Share the form with teachers throughout the year so that the information can be used as a basis for changes in practice.

1c. Sort the evidence by standard area to determine where more information is needed. As the year progresses, holes in evidence coverage across standard areas may emerge. If the evidence collected is organized by standard area after each interaction, it will be automatically sorted by standard area and missing evidence will be apparent. Keep these standard areas in mind during future Interactions with the teacher, since all standard areas are important for effective teaching practice.

Step 2: Issue a holistic performance rating

2a. Read all of the evidence collected up to that point within a standard area, looking for patterns. For example, if a teacher talks about wanting to improve an instructional technique in a pre-conference, demonstrates that technique in the first formal classroom observation and an informal classroom "walkthrough" and asks for feedback on the technique in the post-conference, that teacher is displaying a pattern of devoting attention to a particular area of practice. Note these patterns and take them into consideration when issuing a rating.

2b. Compare the evidence and patterns to the performance descriptors. After becoming familiar with the rubric, start by re-reading all of the Proficient performance descriptors in a standard area. Does the evidence exemplify this level of performance? Whether yes or no, look at the Accomplished or Developing performance level descriptors as well to decide if either of them better aligns with the available evidence. If the Developing descriptor seems to be an appropriate match to the evidence, also read the Ineffective descriptor carefully to consider whether any evidence is at this level.

2c. Repeat the process above for each standard area and then consider patterns of performance across standard areas. Once you determine a rating for each standard area based on the available evidence from multiple interactions, look at the larger picture of performance across all standard areas. Although all standard areas are important for effective teacher practice, you may find it appropriate to more strongly weight patterns of behavior in one standard area over another. For example, if the teacher demonstrates a pattern of Developing behavior in the standard areas of Classroom Environment and Resources but exhibits solidly Proficient patterns of behavior in the standard area of Knowledge of Students and Lesson Delivery, you may use your knowledge of the situation to make sense of this information, finding that performance in the former two areas inhibits performance in other areas. As another example, you may find that some of the lost instructional time observed within a classroom is offset by the teacher's intense attention to individual student needs demonstrated throughout the class time and elsewhere. In a different case, however, you might observe that a pattern of classroom management issues such as lost instructional time is significant enough to overshadow the teacher's proficient performance in other categories. The key point is that no one standard area of performance should be considered in isolation, but rather should be analyzed in relation to all other areas of performance.

Step 3: Issue the end-of-year performance rating

3a. Consider all evidence from the year, paying attention to trends. In order to issue a teacher's final performance rating for the year, return to the body of collected evidence rather than just the earlier standard area or holistic ratings. Use the process outlined to reconsider the evidence in each standard area across the arc of the entire year, taking into account observations, all conferences and daily interactions. During this step, it is particularly important to consider trends in the teacher's performance over time. Was the teacher consistent in his or her practice, did he or she improve or did the teacher decline in one or more areas? If a pattern of evidence in a particular standard area displays a trend of behavior or practice, the evaluator may consider placing more emphasis on the area improvement or decline.

3b. Consider minimum thresholds of competency. Flag any instance of an Ineffective rating as you prepare to issue the final performance rating. While the example of Ineffective behavior should be examined within the entire context of the evidence collected for the teacher, consider that there are minimum thresholds of competency for each of the ten standard areas described in the Teacher Performance Evaluation Rubric. It is possible that a serious deficiency in one area can and should carry more weight than positive ratings in other areas. Rely on your professional judgment, supported by the evidence you have gathered, to decide if this evidence of Ineffective practice is grounds to issue a final Ineffective rating, taking into account how detrimental the displayed deficiency is to the teacher's classroom, colleagues and school as a whole.

3c. Issue the final performance rating, summarize the supporting evidence and offer areas of reinforcement and refinement. Complete the performance rating process by documenting the final teacher performance rating. Support your rating with evidence from formal and informal observations, artifacts provided by the teacher and other appropriate evidence collected throughout the evaluation cycle. Provide succinct, targeted feedback on what professional growth needs to occur so that teachers have a clear understanding of the path to continuous growth and improvement and have concrete examples of supports that will help them improve practice.

Explanation of the Standards for Ohio Educators

The following pages are meant as an introduction to the *Standards for Ohio Educators* as well as an explanation of the indicators that are found in the Teacher Performance Evaluation Rubric.

In addition to administrators and third-party evaluators, it is essential that all teachers in schools using OTES develop an in-depth understanding of how teachers' performance will be measured as well. In order for this to happen, teachers need to see what each standard area looks like in the context of instructional practice in order to understand how they are accurately applied. With this in mind, administrators and third-party evaluators can use their in-depth understanding of the Teacher Performance Evaluation Rubric to not only observe and evaluate teachers, but also to professionally develop them in the following ways:

- » Make connections for teachers regarding how practicing elements from the Ohio Standards and OTES rubric impacts student achievement and why the elements are critical in making instruction effective. In this way, effective leaders of professional development make clear connections between effective instructional strategies and the implementation of the various indicators of the rubric through modeling and support provided in the classrooms. By doing so, the leader will maximize the potential for proficient transfer of the new learning into the classroom resulting in increased student achievement.
- » Use the Ohio Standards and Teacher Evaluation Rubric in his or her presentation of professional development learning. Research has shown that the same teaching techniques that are effective in teaching students are effective with adults. Therefore leaders of professional development should utilize the OTES rubric as they plan professional development activities.

The Ohio Department of Education (ODE) is fully committed to providing multiple levels of support while the rubric is being implemented. This is why in addition to the training on the OTES model, all evaluators and teachers will have access to the NIET Best Practices portal which will serve as an online professional development tool for all Ohio Educators. In addition to this, after the initial training, ODE will post all the resources administrators need to roll this process out to their schools including interactive presentations with grade appropriate video lessons, post-conferences and aligned activities like the ones used in this training.

For access to the full *Standards for Ohio Educators*, please go to:
http://esb.ode.state.oh.us/PDF/Standards_OhioEducators.pdf

For access to the NIET Best Practices Portal, visit: www.nietbestpractices.org/ohio.

Standard 1: Students

Teachers understand student learning and development and respect the diversity of the students they teach.

Narrative Summary

A thorough understanding of how students learn is essential to quality teaching. Effective teachers must understand the processes and strategies students use to construct knowledge, and use this understanding to create learning activities appropriate for students' ages, abilities and learning styles. Effective teachers understand the impact of students' backgrounds and experiences on their learning. They connect instruction to students' needs, interests and prior knowledge. They understand the abilities and talents of their students, and use that knowledge to determine appropriate learning activities and identify resources for students that foster rich learning opportunities. Teachers' sense of efficacy results in their persistence to help all students learn and achieve at high levels.

Elements

- 1.1 Teachers display knowledge of how students learn and of the developmental characteristics of age groups.
- 1.2 Teachers understand what students know and are able to do and use this knowledge to meet the needs of all students.
- 1.3 Teachers expect that all students will achieve to their full potential.
- 1.4 Teachers model respect for students' diverse cultures, language skills and experiences.
- 1.5 Teachers recognize characteristics of gifted students, students with disabilities and at-risk students in order to assist in appropriate identification, instruction and intervention.

Teacher Performance Rubric Connections

- » Prior Content Knowledge/Sequence/Connections
- » Knowledge of Students
- » Differentiation
- » Classroom Environment

Standard 2: Content

Teachers know and understand the content area for which they have instructional responsibility.

Narrative Summary

A deep understanding of content is essential for teachers to have the power to positively impact student learning and achievement. Teachers must understand the structures and the history of the content they teach and recognize that the content is not static, but complex and evolving. Effective teachers demonstrate a deep and reflective understanding of content specific practices, processes and vocabulary. They connect the content and skills of their disciplines to the Ohio academic content standards and are committed to staying abreast of current research and development within their disciplines. These teachers make content meaningful, relevant and applicable to students by making connections between the content that they teach and other content areas, real life experiences and career opportunities.

Elements

- 2.1 Teachers know the content they teach and use their knowledge of content-specific concepts, assumptions and skills to plan instruction.
- 2.2 Teachers understand and use content-specific instructional strategies to effectively teach the central concepts and skills of the discipline.
- 2.3 Teachers understand school and district curriculum priorities and the Ohio academic content standards.
- 2.4 Teachers understand the relationship of knowledge within the discipline to other content areas.
- 2.5 Teachers connect content to relevant life experiences and career opportunities.

Teacher Performance Rubric Connections

- » Prior Content Knowledge/Sequence/Connection
- » Lesson Delivery
- » Resources

Standard 3: Assessment

Teachers understand and use varied assessments to inform instruction, evaluate and ensure student learning.

Narrative Summary

The professional imperative of teachers is to maximize student learning and eliminate gaps between students' potential and their performance. Toward that end, the relationship between instruction and assessment is purposeful, interdependent and recursive. Effective teachers are assessment-literate. They use multiple assessments to learn about their students, to plan and adjust instruction and to evaluate student learning. Teachers have sufficient knowledge and skills in probability and statistics to use a variety of assessment data to plan effectively for all students. Teachers use formal and informal assessment data to determine the incremental development of students based on the Ohio academic content standards. Teachers encourage students to critically examine their own work and foster their students' ability to become knowledgeable of how they learn. Teachers provide students and parents with formative assessment results and provide them with strategies to improve student learning.

Elements

- 3.1 Teachers are knowledgeable about assessment types, their purposes and the data they generate.
- 3.2 Teachers select, develop and use a variety of diagnostic, formative and summative assessments.
- 3.3 Teachers analyze data to monitor student progress and learning and to plan, differentiate and modify instruction.
- 3.4 Teachers collaborate and communicate student progress with students, parents and colleagues.
- 3.5 Teachers involve learners in self-assessment and goal setting to address gaps between performance and potential.

Teacher Performance Rubric Connections

- » Assessment

Standard 4: Instruction

Teachers plan and deliver effective instruction that advances the learning of each individual student.

Narrative Summary

Effective teachers have high expectations for all students and implement strategies designed to enable all students to achieve. They continually reflect on student outcomes to make appropriate decisions resulting in increased student success. Effective teachers have a deep knowledge of the content they teach. This content knowledge allows them to effectively sequence content for learning and structure differentiated opportunities for student remediation, reinforcement or acceleration. Effective teachers use a variety of research-based instructional strategies that provide challenging and positive learning experiences for all students. These teachers build ideas and concepts logically to lead students to comprehend more complex concepts and encourage higher order creative and critical thinking skills. They use effective questioning strategies to stimulate thinking. Effective teachers explore, evaluate and integrate learning tools, including technology, to make content comprehensible to students.

Elements

- 4.1 Teachers align their instructional goals and activities with school and district priorities and Ohio's academic content standards.
- 4.2 Teachers use information about students' learning and performance to plan and deliver instruction that will close the achievement gap.
- 4.3 Teachers communicate clear learning goals and explicitly link learning activities to those defined goals.
- 4.4 Teachers apply knowledge of how students think and learn to instructional design and delivery.
- 4.5 Teachers differentiate instruction to support the learning needs of all students, including students identified as gifted, students with disabilities and at-risk students.
- 4.6 Teachers create and select activities that are designed to help students develop as independent learners and complex problem-solvers.
- 4.7 Teachers use resources effectively, including technology, to enhance student learning.

Teacher Performance Rubric Connections

- » Focus for Learning
- » Prior Content Knowledge/Sequence/Connections
- » Instruction
- » Differentiation
- » Resources

Standard 5: Learning Environment

Teachers create learning environments that promote high levels of learning and achievement for all students.

Narrative Summary

Teachers create a learning environment that promotes high levels of achievement for all students and in which all students feel a responsibility for their own learning. Teachers orchestrate the learning environment to maximize each student's opportunities to learn. They create a content-rich and reflective learning environment for students. Teachers recognize that students learn in a variety of formal and informal settings. They motivate students by demonstrating enthusiasm for the subject(s) they teach. Teachers create a learning environment where all students feel safe, valued and enjoy a sense of belonging.

Elements

- 5.1 Teachers treat all students fairly and establish an environment that is respectful, supportive and caring.
- 5.2 Teachers create an environment that is physically and emotionally safe.
- 5.3 Teachers motivate students to work productively and assume responsibility for their own learning.
- 5.4 Teachers create learning situations in which students work independently, collaboratively and/or as a whole class.
- 5.5 Teachers maintain an environment that is conducive to learning for all students.

Teacher Performance Rubric Connections

- » Classroom Environment

Standard 6: Collaboration and Communication

Teachers collaborate and communicate with students, parents, other educators, administrators and the community to support student learning.

Narrative Summary

Teachers understand the role of communication in their profession and use it to foster active inquiry, and collaborative and supportive interaction in and out of the classroom. They value families as an integral component of teaching and learning. Teachers acknowledge what families have to offer and provide opportunities for them to contribute to the learning community. Teachers demonstrate respect for confidentiality with students and their families and create relationships built on trust. Teachers collaborate with their colleagues within the school learning community and in the larger community to share responsibility for the development and learning of all students. Recognizing that they can learn from each other, teachers form learning communities and engage in coaching, mentoring, modeling and work in teams to develop curriculum and assessments.

Elements

- 6.1 Teachers communicate clearly and effectively.
- 6.2 Teachers share responsibility with parents and caregivers to support student learning, emotional and physical development and mental health.
- 6.3 Teachers collaborate effectively with other teachers, administrators and school and district staff.
- 6.4 Teachers collaborate effectively with the local community and community agencies, when and where appropriate, to promote a positive environment for student learning.

Teacher Performance Rubric Connections

- » Lesson Delivery
- » Classroom Environment
- » Professional Responsibilities

Standard 7: Professional Responsibility and Growth

Teachers assume responsibility for professional growth, performance and involvement as an individual and as a member of a learning community.

Narrative Summary

Teachers are professionals who must recognize that they are in a unique and powerful position to influence the future of their students. It is imperative that teachers practice the highest standards of integrity, honesty and fairness. Effective teachers grow and learn, contribute to the profession and engage in continuous professional development. Effective teachers are leaders within the school community and engage in a variety of leadership roles. They ensure student achievement and well-being by participating in decision making, initiating innovations for school change and fostering ongoing collaboration with colleagues. Teachers serve as change agents in the learning community by thinking and acting critically and addressing concerns related to inequities among students.

Elements

- 7.1 Teachers understand, uphold and follow professional ethics, policies and legal codes of professional conduct.
- 7.2 Teachers take responsibility for engaging in continuous, purposeful professional development.
- 7.3 Teachers are agents of change who seek opportunities to positively impact teaching quality, school improvements and student achievement.

Teacher Performance Rubric Connections

- » Professional Responsibilities

Self-Assessment Summary Tool

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

Name _____

Date _____

	Standard	Strengths	Areas for Growth	Priorities (Check 2)
Standard 1: Students	<ul style="list-style-type: none"> • Knowledge of how students learn and of student development • Understanding of what students know and are able to do • High expectations for all students • Respect for all students • Identification, instruction and intervention for special populations 			
Standard 2: Content	<ul style="list-style-type: none"> • Knowledge of content • Use of content-specific instructional strategies to teach concepts and skills • Knowledge of school and district curriculum priorities and Ohio academic content standards • Relationship of knowledge within the discipline to other content areas • Connection of content to life experiences and career opportunities 			
Standard 3: Assessment	<ul style="list-style-type: none"> • Knowledge of assessment types • Use of varied diagnostic, formative and summative assessments • Analysis of data to monitor student progress and to plan, differentiate and modify instruction • Communication of results • Inclusion of student self-assessment and goal-setting 			
Standard 4: Instruction	<ul style="list-style-type: none"> • Alignment to school and district priorities and Ohio academic content standards • Use of student information to plan and deliver instruction • Communication of clear learning goals • Application of knowledge of how students learn to instructional design and delivery • Differentiation of instruction to support learning needs of all students • Use of activities to promote independence and problem-solving • Use of varied resources to support learner needs 			

Self-Assessment Summary Tool - *continued*

Standard		Strengths	Areas for Growth	Priorities (Check 2)
Standard 5: Learning Environment	<ul style="list-style-type: none"> • Fair and equitable treatment of all students • Creation of a safe learning environment • Use of strategies to motivate students to work productively and assume responsibility for learning • Creation of learning situations for independent and collaborative work • Maintenance an environment that is conducive to learning for all students 			
Standard 6: Collaboration and Communication	<ul style="list-style-type: none"> • Clear and effective communication • Shared responsibility with parents/caregivers to support student learning • Collaboration with other teachers, administrators, school and district staff • Collaboration with local community agencies 			
Standard 7: Professional Responsibility and Growth	<ul style="list-style-type: none"> • Understanding of and adherence to professional ethics, policies and legal codes • Engagement in continuous, purposeful professional development • Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement 			

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 _____

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

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 <i>Ohio Standards for the Teaching Profession</i> . 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)

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

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.

Informal Observation: General Form

Teacher Name: _____ Grade(s)/Subject Area(s): _____
 Evaluator Name: _____ Date: ___/___/___
 Time Walkthrough Begins: _____ Time Walkthrough Ends: _____

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

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

Evaluator Summary Comments:

Recommendations for Focus of Informal Observations:

Evaluator Signature: _____

Photocopy to Teacher

Informal Observation: Open-Ended Form

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

Evaluator Name: _____ Date: ___/___/___

Time Walkthrough Begins: _____ Time Walkthrough Ends: _____

TIMES	OBSERVATIONS

Evaluator Summary Comments:

Evaluator Signature: _____

Photocopy to Teacher

Pre-Conference Sample Questions

The questions provided are intended to guide thinking and conversation; every question may not be answered or relevant for every observation.

FOCUS FOR LEARNING

(Standard 4: Instruction)

- » What is the focus for the lesson?
- » What content will students know/understand? What skills will they demonstrate?
- » What standards are addressed in the planned instruction?
- » Why is this learning important?

ASSESSMENT DATA

(Standard 3: Assessment)

- » What assessment data was examined to inform this lesson planning?
- » What does pre-assessment data indicate about student learning needs?

PRIOR CONTENT KNOWLEDGE/ SEQUENCE/CONNECTIONS

(Standard 1: Students/Standard 2: Content/ Standard 4: Instruction)

- » What prior knowledge do students need?
- » What are the connections to previous and future learning?
- » How does this lesson connect to students' real-life experiences and/or possible careers?
- » How does it connect to other disciplines?

KNOWLEDGE OF STUDENTS

(Standard 1: Students)

- » What should the evaluator know about the student population? (See Data Measures Inventory for the Classroom)
- » How is this a developmentally appropriate learning activity?

LESSON DELIVERY

(Standard 2: Content/Standard 4: Instruction)

- » How will the goals for learning be communicated to students?
- » What instructional strategies and methods will be used to engage students and promote independent learning and problem solving?
- » What strategies will be used to make sure all students achieve lesson goals?
- » How will content-specific concepts, assumptions and skills be taught?

DIFFERENTIATION

(Standard 1: Students/Standard 4: Instruction)

- » How will the instructional strategies address all students' learning needs?
- » How will the lesson engage and challenge students of all levels?
- » How will developmental gaps be addressed?

RESOURCES

(Standard 2: Content/Standard 4: Instruction)

- » What resources/materials will be used in instruction?
- » How will technology be integrated into lesson delivery?

CLASSROOM ENVIRONMENT

(Standard 1: Students/Standard 5: Learning Environment)

- » How will the environment support all students?
- » How will different grouping strategies be used?
- » How will safety in the classroom be ensured?
- » How will respect for all be modeled and taught?

ASSESSMENT OF STUDENT LEARNING

(Standard 3: Assessment)

- » How will you check for understanding during the lesson?
- » What specific products or demonstrations will assess student learning/achievement of goals for instruction?
- » How will you ensure that students understand how they are doing and support students' self-assessment?
- » How will you use assessment data to inform your next steps?

PROFESSIONAL RESPONSIBILITIES: COLLABORATION AND COMMUNICATION

(Standard 6)

- » How do you cooperate with colleagues?
- » How do you work with others when there is a problem?
- » What is your communication style with students? With families? With colleagues?
- » In what ways do you seek the perspectives of others? Give an example.

PROFESSIONAL RESPONSIBILITIES: PROFESSIONAL RESPONSIBILITY AND GROWTH

(Standard 7)

- » How do you apply knowledge gained from other experiences into your teaching?
- » Discuss ways you reflect and analyze your teaching.
- » What are some proactive ways you further your own professional growth?

Post-Conference Sample Questions

The questions provided are intended to guide thinking and conversation; every question may not be answered or relevant for every observation.

FOCUS FOR LEARNING

(Standard 4: Instruction)

- » What was the focus for the lesson?
- » Talk about the content that you hoped students would know and understand by the end of the lesson.
What skills did they demonstrate to you?
- » What standards were addressed in the planned instruction?
- » Why was this learning important?
- » How was the appropriateness of the goal communicated to students?
- » How did your stated goals fit into the unit, course and school goals?

ASSESSMENT DATA

(Standard 3: Assessment)

- » What assessment data was examined to inform the planning for the observed lesson?
- » What did pre-assessment data indicate about student learning needs?
- » What formal or informal techniques did you use to collect evidence of students' knowledge and skills?
- » How did your assessment data help you identify student strengths and areas of improvement?

PRIOR CONTENT KNOWLEDGE/ SEQUENCE/CONNECTIONS

(Standard 1: Students/Standard 2: Content/ Standard 4: Instruction)

- » What prior knowledge did students need and how did you connect that to their future learning?
- » How did this lesson connect to students' real-life experiences and/or possible careers?
- » How did it connect to other disciplines?

KNOWLEDGE OF STUDENTS

(Standard 1: Students)

- » How did this lesson demonstrate your familiarity with the students' background knowledge and experiences?
- » Talk about how this lesson was developmentally appropriate for your students.
- » What strategies did you plan for and implement to meet the needs of individual students?

LESSON DELIVERY

(Standard 2: Content/Standard 4: Instruction)

- » How were the goals for learning communicated to students?
- » What instructional strategies and methods were used to engage students and promote independent learning and problem solving?
- » What strategies were used to make sure all students achieve lesson goals?
- » How were content-specific concepts, assumptions and skills taught?
- » What questioning techniques did you use to support student learning?
- » How did you ensure this lesson was student led?

DIFFERENTIATION

(Standard 1: Students/Standard 4: Instruction)

- » How did the instructional strategies address all students' learning needs?
- » How did the lesson engage and challenge students of all levels?
- » How were developmental gaps addressed?
- » Why is it important to provide varied options for student mastery?

RESOURCES

(Standard 2: Content/Standard 4: Instruction)

- » What resources/materials were used in instruction?
- » How was technology integrated into lesson delivery?
- » How did students show ownership of their learning?

CLASSROOM ENVIRONMENT

(Standard 1: Students/Standard 5: Learning Environment)

- » How did the environment support all students?
- » How were different grouping strategies used?
- » How was safety in the classroom ensured?
- » How was respect for all modeled and taught?

ASSESSMENT OF STUDENT LEARNING

(Standard 3: Assessment)

- » How did you check for understanding during the lesson?
- » What specific products or demonstrations assessed student learning/achievement of goals for instruction?
- » How did you ensure that students understand how they are doing and support students' self-assessment?
- » How did you use assessment data to inform your next steps?
- » Why is it important to provide specific and timely feedback?

PROFESSIONAL RESPONSIBILITIES: COLLABORATION AND COMMUNICATION

(Standard 6)

- » How do you cooperate with colleagues?
- » How do you work with others when there is a problem?
- » What is your communication style with students? With families? With colleagues?
- » In what ways do you seek the perspectives of others? Give an example.

PROFESSIONAL RESPONSIBILITIES: PROFESSIONAL RESPONSIBILITY AND GROWTH

(Standard 7)

- » How do you apply knowledge gained from other experiences into your teaching?
- » Discuss ways you reflect and analyze your teaching.
- » What are some proactive ways you further your own professional growth?

Final Summative Rating of Teacher Effectiveness

Proficiency on Standards 50%	Ineffective	Developing	Proficient	Accomplished
Cumulative Performance Rating (Holistic Rating using Performance Rubric)				
<i>Areas of reinforcement/refinement:</i>				
Student Growth Data 50%	Below Expected Growth	Expected Growth	Above Expected Growth	
Student Growth Measure of Effectiveness				
<i>Areas of reinforcement/refinement:</i>				
	Ineffective	Developing	Proficient	Accomplished
Final Summative (Overall) Rating				

Check here if Improvement Plan has been recommended.

Teacher Signature

___/___/___
Date

Evaluator Signature

___/___/___
Date

The signatures above indicate that the teacher and evaluator have discussed the Summative Rating.

Note: The teacher may provide additional information to the evaluator within 10 working days of the receipt of this form and may request a second conference with the evaluator. Any additional information will become part of the summative record. Challenges may be made according to the local contract agreement.

Teacher Performance Evaluation Rubric: Record of Evidence

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

Teacher Performance Evaluation Rubric: Record of Evidence - *continued*

INSTRUCTIONAL PLANNING					
	Ineffective	Developing	Proficient	Accomplished	
INSTRUCTIONAL PLANNING	<p>PRIOR CONTENT KNOWLEDGE/ SEQUENCE/ CONNECTIONS</p> <p>(Standard 1: Students; Standard 2: Content; Standard 4: Instruction)</p> <p>Sources of Evidence: 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 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>
	EVIDENCE			<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 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>

Teacher Performance Evaluation Rubric: Record of Evidence - *continued*

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Proficient	Accomplished
INSTRUCTIONAL PLANNING	KNOWLEDGE OF STUDENTS (Standard 1: Students) <i>Sources of Evidence:</i> Analysis of Student Data Pre-Conference	The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information. The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.	The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information. 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.	The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information. 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.	The teacher demonstrates an understanding of with 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. 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. The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.
	EVIDENCE				

Teacher Performance Evaluation Rubric: Record of Evidence - *continued*

INSTRUCTION AND ASSESSMENT		Ineffective	Developing	Proficient	Accomplished
INSTRUCTION AND ASSESSMENT	LESSON DELIVERY (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication) <i>Sources of Evidence:</i> Formal Observation Classroom Walkthroughs/ Informal Observations	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. 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.	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. 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.	Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking. 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.	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. 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.
	EVIDENCE				
	DIFFERENTIATION (Standard 1: Students; Standard 4: Instruction) <i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.	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.	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.	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.
	EVIDENCE				

Teacher Performance Evaluation Rubric: Record of Evidence - *continued*

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

Teacher Performance Evaluation Rubric: Record of Evidence - *continued*

INSTRUCTION AND ASSESSMENT					
	Ineffective	Developing	Proficient	Accomplished	
INSTRUCTION AND ASSESSMENT	CLASSROOM ENVIRONMENT (Standard 1: Students; Standard 5: Learning Environment; Standard 6:	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.	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.	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.	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.
	Collaboration and Communication) Sources of Evidence: Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.	Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle.	Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom.	Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom.
		Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged.	The teacher transitions between learning activities, but occasionally loses some instructional time in the process.	Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work).	Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.
		The teacher creates a learning environment that allows for little or no communication or engagement with families.	The teacher welcomes communication from families and replies in a timely manner.	The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning.	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.
		Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.	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.	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.	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.
	EVIDENCE				

Teacher Performance Evaluation Rubric: Record of Evidence - *continued*

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

Teacher Performance Evaluation Rubric: Record of Evidence - *continued*

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

Guidance Counselor Performance Evaluation Rubric

	Ineffective	Developing	Proficient	Accomplished
Students	Counselor displays little or no knowledge of child and adolescent development. The counselor is not respectful of student's diverse cultures, language skills and experiences. The counselor neither develops nor builds positive relationships with students.	Counselor displays some knowledge of child and adolescent development. The counselor demonstrates a limited awareness of students' diverse cultures, language skills and experiences. The counselor attempts to build positive relationships with students.	Counselor clearly demonstrates and applies knowledge of child and adolescent development. The counselor is respectful of students' diverse cultures, language skills and experiences. The counselor has established positive relationships with students.	Counselor demonstrates comprehensive understanding of child and adolescent development. The counselor supports the child socially, emotionally and academically. The counselor's relationship with students positively impacts the school environment.
Content	Counselor applies little or no counseling theory and techniques to support a comprehensive guidance program. The counselor does not teach students essential skills and strategies. The counselor does not provide appropriate support to students.	Counselor displays a narrow range of counseling theory and techniques to support a comprehensive guidance program. The counselor is minimally effective in teaching students essential skills and strategies. The counselor provides minimal support to students.	Counselor applies appropriate counseling theory and techniques to implement a comprehensive guidance program. The counselor effectively teaches students essential skills and strategies. The counselor provides appropriate support in an effort to promote student success.	Counselor applies an extensive range of counseling theory and techniques to support a comprehensive guidance program. The counselor effectively teaches students essential skills and strategies. The counselor provides exceptional support in an effort to promote student success.

<p>Assessment</p>	<p>Counselor does not assess the needs of individual students nor the needs of students throughout the building.</p> <p>Counselor does not guide students and teachers in formulating academic, personal/social, and career goals.</p> <p>Counselor does not monitor students' progress to ensure that identified goals are met.</p>	<p>Counselor ineffectively assesses the needs of individual students as well as students throughout the building.</p> <p>Limitedly, the counselor guides students and teachers in formulating academic, personal/social, and career plans for groups of students.</p> <p>Counselor inconsistently monitors students' progress to ensure that identified goals are met.</p>	<p>Counselor effectively assesses the needs of individual students as well as students throughout the building.</p> <p>Counselor uses the assessment results to effectively guide students and teachers in formulating academic, personal/social, and career goals.</p> <p>Counselor constantly monitors students' progress to ensure that identified goals are met.</p>	<p>Counselor extensively assesses student needs and effectively applies knowledge to the range of student needs in the school.</p> <p>Counselor provides exceptional guidance to students and teachers to formulate academic, personal/social, and career plans for groups of students.</p> <p>Counselor provides exceptional monitoring of students' progress to ensure that student acquires identified goals, as well as measures students' improvement over time.</p>
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<p>Delivery of Service</p>	<p>Counselor does not use a range of counseling techniques (e.g.consultation, referral, peer mediation) to help students in decision making and problem solving skills. Counselor does not utilizes appropriate resource tools to facilitate and enhance student success.</p> <p>Counselor's goals for the counseling program are unclear and inappropriate to the situation in the school and does not address the needs of a diverse student population (e.g., styles, exceptionalities, culture, academics, experiences).</p> <p>Counselor does not engage students and connects learning goals.</p>	<p>Counselor seldom uses a range of counseling techniques (e.g.consultation, referral, peer mediation) to help students in decision making and problem solving skills. Counselor seldom utilizes appropriate resource tools to facilitate and enhance student success.</p> <p>Counselor's goals for the counseling program are marginally appropriate to the situation in the school and occasionally addresses the needs of a diverse student population (e.g., styles, exceptionalities, culture, academics, experiences).</p> <p>Counselor minimally engages students and connects learning goals.</p>	<p>Counselor appropriately uses a range of counseling techniques (e.g. consultation, referral, peer mediation) to help students in decision-making and problem-solving skills. Counselor utilizes appropriate resources to facilitate and enhance student academic and social growth.</p> <p>Counselor's goals for the counseling program are clear and appropriate in addressing the needs of a diverse student population (e.g., styles, exceptionalities, culture, academics, experiences).</p> <p>Counselor effectively engages students and connects learning goals.</p>	<p>Counselor extensively applies a range of counseling techniques (e.g. consultation, referral, peer mediation) to help students in decision making and problem solving skills. Counselor extensively utilizes appropriate resource tools to facilitate and enhance student success.</p> <p>Counselor's goals for the counseling program are exceptionally appropriate to the situation in the school and addresses the needs of a diverse student population (e.g., styles, exceptionalities, culture, academics, experiences).</p> <p>Counselor shows outstanding ability to engage students and connects learning goals.</p>
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<p>Learning Environment</p>	<p>Counselor rarely has positive interactions with students and when he/she does, this interaction is without consideration to the students well being. Counselor is unable to model positive interactions with others.</p> <p>There is little to no communication between or among counselors and students, families, and staff</p> <p>Counselor has not established a daily routine. (to work through his/her counseling responsibilities.)</p>	<p>Counselor has both positive and negative interactions with others, and is somewhat effective at promoting positive student-student interaction.</p> <p>Counselor attempts to promote communication between or among counselors and students, families, and staff</p> <p>Counselors daily routine is reactionary; only addresses issues as they arise.</p> <p>or</p> <p>Counselor has rudimentary and partially successful routines to work through his/her counseling responsibilities.</p>	<p>Counselor actively promotes positive student interactions.</p> <p>Counselor promotes positive and respectful culture throughout the school and both encourages and facilitates communication between and among students, families, and staff.</p> <p>Counselor uses an effective process to work through the routines of his/her counseling responsibilities.</p>	<p>Counselor positively interacts with and is viewed by all stakeholders as a resource of information and support, reflecting a high degree of comfort and trust in the relationship.</p> <p>Counselor successfully contributes to the school culture and encourages and models productive and respectful communication between and among students, families, and staff.</p> <p>Counselors daily routines exemplify a proactive, supportive approach.</p>
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<p>Collaboration and Communication</p>	<p>The counselor does not communicate effectively, productively, and/or appropriately with colleagues, parents, and students. The counselor does not work in partnership with parents and caregivers, which in turn, inhibits student learning, emotional and physical development, and mental health.</p> <p>The counselor does not collaborate effectively with other counselors, teachers, administrators, school staff, and local community (when and where appropriate), which in turn, prevents a positive learning environment.</p>	<p>The counselor inconsistently communicates clearly, effectively, productively, and appropriately with colleagues, parents, and students. The counselor inconsistently works in partnership with parents and caregivers to support student learning, emotional and physical development, and mental health. The counselor inconsistently collaborates effectively with other counselors, teachers, administrators, school staff, and local community (when and where appropriate) to promote a positive learning environment.</p>	<p>The counselor communicates clearly, effectively, productively, and appropriately with colleagues, parents, and students. The counselor works in partnership with parents and caregivers to support student learning, emotional and physical development, and mental health. The counselor works proactively to collaborate effectively with other counselors, teachers, administrators, school staff, and local community (when and where appropriate) to promote a positive learning environment.</p>	<p>The counselor always communicates clearly, effectively, productively, appropriately and proactively with colleagues, parents, and students. The counselor is proactive in working in partnership with parents, caregivers and stakeholders to support student learning, emotional and physical development, and mental health. The counselor collaborates effectively and proactively with other counselors, teachers, administrators, school staff, and local community (when and where appropriate) to promote a positive learning environment. The counselor demonstrates leadership skills when interacting with all stakeholders.</p>
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<p>Professional responsibility and growth</p>	<p>The counselor does not uphold and follow professional ethics, policies, and legal codes of the district and state. The counselor does not engage in continuous, purposeful professional development and does not apply new knowledge into professional practice. The counselor does not demonstrate a positive impact on the school environment and student achievement.</p>	<p>The counselor inconsistently upholds and follows professional ethics, policies, and legal codes of the district and state. The counselor inconsistently engages in continuous, purposeful professional development and puts new knowledge into professional practice. The counselor inconsistently demonstrates a positive impact on the school environment and student achievement.</p>	<p>The counselor upholds and follows professional ethics, policies, and legal codes of the district and state. The counselor engages in continuous, purposeful professional development and applies new knowledge into professional practice. The counselor demonstrates a positive impact on the school environment and student achievement.</p>	<p>The counselor upholds, follows and models professional ethics, policies, and legal codes of the district and state. The counselor engages in continuous, purposeful professional development, both applying and sharing new knowledge of professional practice in interactions with students and colleagues. The counselor initiates a positive impact on the school environment and student achievement.</p>
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Media Specialist Performance Evaluation Rubric

	Ineffective	Developing	Proficient	Accomplished
Students	<p>The Library/Media Specialist:</p> <p>demonstrates a lack of familiarity of students' background knowledge and makes no attempt to find this information.</p> <p>does not differentiate instruction.</p> <p>is not respectful of students' diverse cultures, language skills and experiences.</p>	<p>The Library/Media Specialist:</p> <p>demonstrates some familiarity of students' background knowledge and experiences and describes one procedure used to obtain this information.</p> <p>may be aware of, but does not use differentiated instruction, or is differentiating instruction without valid data.</p> <p>demonstrates an awareness of students' diverse cultures, language skills and experiences.</p>	<p>The Library/Media Specialist:</p> <p>demonstrates familiarity of students' background knowledge and experiences and describes multiple procedures used to obtain this information.</p> <p>is clearly aware of and uses information about student groups (e.g., gifted, Students with Disabilities, at-risk) in order to provide differentiated learning opportunities.</p> <p>is clearly respectful of students' diverse cultures, language skills and experiences.</p>	<p>The Library/Media Specialist:</p> <p>demonstrates the purpose and value of learning about students' background experiences, familiarity with each student's background knowledge and experiences and describes multiple procedures used to obtain this information.</p> <p>demonstrates knowledge of how students learn and develop and prepares students for success in the future.</p> <p>provides personalized, differentiated learning opportunities for the whole child based on data and the personal relationship with the student.</p>
Content	<p>The Library/Media Specialist:</p> <p>does not have content knowledge to plan instruction.</p> <p>does not teach the correct information and does not provide scaffolding or effective questioning techniques..</p> <p>teaches lessons in isolation disregarding any content, interdisciplinary or real-world connections.</p>	<p>The Library/Media Specialist:</p> <p>has knowledge of content area, but is not planning and/or implementing instruction effectively.</p> <p>does not address student misconceptions or clarify appropriately; questioning may confuse students..</p> <p>loosely or inconsistently connects the lesson with content area knowledge,</p>	<p>The Library/Media Specialist:</p> <p>uses appropriate content knowledge to plan and sequence instruction.</p> <p>provides appropriate scaffolding and effective questioning, to help students construct understanding and to address common misconceptions in the content area.</p> <p>designs lessons to connect</p>	<p>The Library/Media Specialist:</p> <p>is an expert in the content area, plans and delivers sequenced instruction that is clearly connected to other disciplines, relevant life experiences, and career pathways.</p> <p>anticipates misconceptions and plans for appropriate scaffolding as well as utilizing varied levels of questioning.</p>

		other disciplines, relevant life experiences and career pathways.	content area knowledge with other disciplines, relevant life experiences and career pathways.	
Assessment	<p>The Library/Media Specialist:</p> <p>has minimal assessment evidence and does not measure student competence.</p> <p>does not use diagnostic and formative assessments; summative assessments do not link to class instruction.</p> <p>rarely or never checks for understanding.</p> <p>does not protect students from the adverse consequences of initial failure.</p> <p>has no plan to evaluate the program.</p> <p>offers no suggestions to improve program and makes no revisions.</p>	<p>The Library/Media Specialist:</p> <p>uses some assessment methods that measure student competence.</p> <p>checks for understanding at key moments and attempts to adjust instruction accordingly.</p> <p>occasionally protects students from adverse consequences of initial failure through formative assessment.</p> <p>occasionally communicates with students, parents and colleagues.</p>	<p>The Library/Media Specialist:</p> <p>integrates assessments into the routines of the library and checks for understanding at key moments.</p> <p>protects students from adverse consequences of initial failure.</p> <p>has a plan to evaluate the program organized around clear goals, with the collection of evidence indicating the degree to which the goals have been met.</p> <p>makes suggestions as to how the media program might be improved, and makes revisions when they are needed.</p>	<p>The Library/Media Specialist:</p> <p>purposefully plans assessments and differentiates assessments to match the full range of student needs, abilities and learning styles; continually checks for understanding and makes adjustments accordingly.</p> <p>uses trends and patterns from assessments to anticipate potential learning obstacles and to inform curriculum design.</p> <p>participates in collaborative efforts to create common assessments among grade level and or content areas.</p> <p>involves students in self-assessment and goal setting and communicates those goals.</p>

Instruction	<p>The Library/Media Specialist:</p> <p>goals, activities and materials do not align with district and state content guidelines.</p> <p>does not share expectations for student work.</p> <p>does not communicate how activities connect with learning goals.</p> <p>does not differentiate instruction.</p> <p>utilizes activities that are Library/Media Specialist dependent, and do not engage students in authentic work.</p> <p>does not incorporate resources into instruction.</p> <p>does not use District and Professional Policies/Procedures to procure appropriate resources.</p> <p>does not regularly purge outdated materials; resulting in an unbalanced, outdated collection.</p>	<p>The Library/Media Specialist:</p> <p>has goals, activities and materials that are aligned with district and state content guidelines.</p> <p>does not consistently share expectations or the relationship between activities and learning goals.</p> <p>lessons inconsistently address the needs of different types of students.</p> <p>utilizes activities that are primarily Library/Media Specialist dependent and not necessarily designed to promote student engagement and authentic work.</p> <p>uses limited resources to enhance instruction.</p> <p>sometimes uses District and Professional Policies/Procedures to procure appropriate resources.</p> <p>purges outdated materials inconsistently, resulting in an unbalanced, outdated collection.</p>	<p>The Library/Media Specialist:</p> <p>has goals, activities, materials and resources that are aligned with district and state content guidelines and designed to promote student engagement in literature and information skills.</p> <p>has explicitly shared expectations. Students know how activities connect with learning goals.</p> <p>has lessons that address the needs of a diverse student population (e.g., styles, exceptionalities, culture, academics, experiences).</p> <p>has learning activities that are collaborative among students and Library/Media Specialist in order to foster independence in students.</p> <p>uses the District and Professional guidelines to procure appropriate resources and to regularly purge outdated materials resulting in a balanced collection.</p>	<p>The Library/Media Specialist:</p> <p>makes instructional decisions based on individual student needs to ensure independence, engagement, and authentic work.</p> <p>persists in seeking and implementing differentiated instruction, and soliciting additional resources from the school as needed.</p> <p>utilizes Public Library and other community and governmental sources to obtain instructional materials in addition to building resources</p> <p>selects materials for the collection thoughtfully and in consultation with professional peers and resources. Collection is balanced, timely and relevant.</p>
Learning Environment	<p>The Library/Media Specialist:</p> <p>has a learning environment that is disorganized and is neither emotionally supportive (protection from adverse</p>	<p>Library/Media Specialist:</p> <p>has a learning environment that is physically safe, emotionally supportive and conducive to learning for students.</p>	<p>Library/Media Specialist:</p> <p>has a learning environment that demonstrates evidence of clear expectations and routines as well as the importance of seeking</p>	<p>Library/Media Specialist:</p> <p>creates a climate in which students are actively engaged as readers and researchers, with the opportunity to work independently.</p>

	<p>consequences) nor conducive to learning for all students.</p> <p>does not provide evidence of student respect, student rapport, safe environment and student equality.</p> <p>does not stress the importance of information seeking skills and reading.</p> <p>has either nonexistent or inefficient Media center routines, transitions and procedures (circulation, computer use, book selection), resulting in general confusion.</p>	<p>sometimes demonstrates inconsistencies in treating students fairly and respectfully.</p> <p>has Media center routines, transitions and procedures (circulation, computer use, book selection) that have been established but function sporadically.</p>	<p>information and reading literature.</p> <p>treats students fairly and respectfully.</p> <p>has Media center routines, transitions and procedures (circulation, computer use, book selection) that have been established and function smoothly. There is evidence of varied learning situations (cooperative learning, independent work, whole group, small group).</p>	<p>Interacts with individual students, and staff members is highly respectful, reflecting genuine warmth and caring; models expectations and levels of development.</p> <p>has routines, transitions and procedures (circulation, computer use, book selection) that are seamless in their operation, with students assuming considerable responsibility for their smooth operation. Instructional time combines independent, collaborative, and whole class learning situations.</p>
Collaboration and Communication	Library/Media Specialist: communicates ineffectively, unproductively, and/or	Library/Media Specialist: inconsistently communicates clearly, effectively,	Library/Media Specialist: communicates clearly, effectively, productively, and	Library/Media Specialist: is an excellent communicator, who anticipates and

	<p>inappropriately with colleagues, parents, and students.</p> <p>engages in no outreach efforts to parents and the larger community.</p> <p>makes no attempts to collaborate with classroom teachers in the use of technology in the library/media center and in the design of instructional lessons and units.</p>	<p>productively, and appropriately with colleagues, parents, and students.</p> <p>makes sporadic efforts to engage in outreach efforts with parents and the larger community.</p> <p>occasionally makes attempts to collaborate with other teachers and school staff in the use of technology in the library/media center and in the design of instructional lessons and units.</p>	<p>appropriately with colleagues, parents, and students.</p> <p>engages in outreach efforts to parents and the larger community to support student learning through the promotion of reading, research resources, use of technology and responsible borrowing of materials.</p> <p>makes regular proactive attempts to collaborate with classroom teachers in the use of technology in the library/media center and in the design of instructional lessons and units.</p>	<p>recognizes needs, and then provides, input, resources and information to colleagues, parents, and students.</p> <p>is proactive in reaching out to parents and establishing contacts with outside libraries, coordinating efforts for mutual benefit.</p> <p>is a leader in collaboration with teachers, administrators, other school staff, and local community (when and where appropriate) to design engaging instructional opportunities.</p>
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<p>Professional responsibility and growth</p>	<p>The Library/Media Specialist:</p> <p>fails to uphold and follow professional ethics, policies, and legal codes of the district and state.</p> <p>fails to take responsibility for engaging in continuous, purposeful professional development, setting goals, and/or does not put new knowledge into professional practice.</p> <p>exhibits behaviors that negatively impact teaching quality, school improvement and student achievement, violates copyright laws:</p> <p>ignores teacher requests when preparing requisitions and budgets and does not follow established procedures.</p> <p>does not catalog materials or catalogs incorrectly; inventories and reports are not available.</p>	<p>The Library/Media Specialist:</p> <p>upholds and follows professional ethics, policies, and legal codes of the district and state.</p> <p>participates in professional development to a limited extent sets goals, but does not consistently put new knowledge into professional practice.</p> <p>attempts to have a positive impact on teaching quality, school improvement and student achievement, respects copyright laws.</p> <p>occasionally honors teacher requests when preparing requisitions and budgets and may not follow established procedures.</p> <p>catalogs materials, inventories and reports are sometimes available.</p>	<p>The Library/Media Specialist:</p> <p>upholds and follows professional ethics, policies, and legal codes of the district and state.</p> <p>develops short and long-term goals, engages in continuous, purposeful professional development and puts new knowledge into professional practice.</p> <p>demonstrates a positive impact on teaching quality, school improvement, student achievement and adheres carefully to copyright laws.</p> <p>honors teacher requests when possible, when preparing requisitions and budgets and follows established procedures.</p> <p>catalogs materials in a timely manner, inventories and reports are available on request.</p>	<p>The Library/Media Specialist:</p> <p>upholds and follows professional ethics, policies, and legal codes of the district and state.</p> <p>develops goals, engages in continuous, purposeful professional development and puts new knowledge into professional practice.</p> <p>shares new knowledge with colleagues and takes a leadership role in ensuring there is no plagiarism or violation of copyright laws.</p> <p>initiates activities that have a positive impact on teaching quality, school improvement and student achievement.</p> <p>consults with teachers for input when preparing requisitions and budgets and follows established procedures.</p> <p>catalogs materials efficiently, inventories and reports are present and provide multiple measures of data.</p>
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OT/PT Performance Evaluation Rubric

	Ineffective	Developing	Proficient	Accomplished
Students	The OT/PT does not demonstrate appropriate knowledge of fine motor, gross motor, sensory, ambulation norms. The OT/PT utilizes inappropriate methods of instruction for student learning at this age level. Differentiated instruction does not occur. The OT/PT is not respectful of students' diverse cultures and experiences.	The OT/PT demonstrates limited knowledge of fine motor/gross motor/sensory/ambulation norms. The OT/PT may have data, but not use differentiated instruction or is differentiating instruction without valid data. The OT/PT demonstrates an awareness of students' diverse cultures and experiences.	The OT/PT demonstrates knowledge in the area of fine motor/gross motor/sensory/ambulation norms. It is clear the OT/PT gathers and uses diagnostic information about students in order to provide differentiated learning opportunities. OT/PT is clearly respectful of students' diverse cultures and experiences.	The OT/PT demonstrates knowledge of how students learn and develop fine motor/gross motor/sensory/ambulation skills at appropriate age level and provides scaffolding and enrichment as indicated. The OT/PT provides differentiated learning opportunities for the student based on data and the personal relationship with the student. OT/PT is not only respectful of the diversity of the students, but promotes a culture of respect in the classroom.
Content	The OT/PT does not have content knowledge to plan instruction for students. OT/PT has no clear goals for student needs. The OT/PT demonstrates little knowledge of resources for students' growth or development. Lessons are taught in isolation disregarding any content, interdisciplinary or real-world	OT/PT demonstrates limited knowledge and skills for students. OT/PT develops limited fine motor/gross motor/sensory/ambulation goals for student needs. OT/PT demonstrates some knowledge and resources of age-appropriate fine motor/gross motor/sensory/ambulation	The OT/PT demonstrates extensive knowledge and skills for student growth. OT/PT generates developmentally appropriate goals and objectives for student needs. OT/PT demonstrates extensive knowledge and resources of fine motor/gross motor/sensory/ambulation	The OT/PT is an expert in the content area and plans and delivers instruction that is clearly connected to other disciplines. OT/PT demonstrates extensive knowledge of resources for students available through the school or

	connections.	development. OT/PT demonstrates limited planning of lessons and implementing instruction effectively. Lessons loosely or inconsistently connect with IEP goals/objectives, relevant life experiences and career pathways.	development. Lessons are designed to connect to IEP/content area knowledge with relevant life experiences and career pathways.	district and in the larger community.
Assessment	OT/PT's assessment evidence is minimal and does not measure student competence. Diagnostic and formative assessments are absent and summative assessments do not link to class instruction. Students are not protected from the adverse consequences on initial failure. The OT/PT does not plan for the students success based on assessment results. The OT/PT does not communicate with students, parents and colleagues to share student progress.	OT/PT uses limited assessment methods that measure student competence. Summative assessment is integrated into the routines of classroom instruction. Students are not consistently protected from adverse consequences of initial failure. The OT/PT plans for student success based on assessment results. The teacher occasionally communicates with students, parents and colleagues to share student progress.	OT/PT uses appropriate, research-based assessment methods to measure student competence. Diagnostic, formative and summative assessments are integrated into the routines of classroom instruction. Students are protected from the adverse consequences of initial failure. The OT/PT actively engages students, parents and colleagues in planning for success based on assessment results. The OT/PT communicates with students, parents and colleagues to share student progress.	OT/PT purposely plans assessments and differentiates assessments to match the full range of students' needs, abilities and learning styles. When appropriate, OT/PT involve students in self-assessment and goal setting. These goals are communicated to parents.
Instruction	OT/PT's goals and activities do not align with district and state content standards as well as assessment results. Students' OT/PT goals are not shared. OT/PT is not communicating with students how activities connect with learning goals. Differentiation of instruction does not occur. Technology is not a tool	OT/PT's goals and activities are aligned with district and state content standards. Expectations are not consistently shared. OT/PT shares the relationship between activities and learning goals. Lessons address the needs of different types of students inconsistently.	OT/PT's goals and activities are aligned with district and state content standards. Expectations are explicitly shared. Students know how activities connect with learning goals. Lessons address the needs of different types of students. Activities foster confidence/independence in students. Appropriate resources	OT/PT make instructional decisions based on individual student needs to ensure independence, engagement and authentic work. OT/PT persists in seeking and implementing effective interventions for students

	incorporated into instruction.		are used as tools to enhance instruction.	who need help, using an extensive repertoire of strategies and soliciting additional resources from the school.
Learning Environment	OT/PT's classroom/learning environment is disorganized and is not emotionally supportive (protection from adverse consequences) and conducive to learning for all students. There respect, student rapport, safe environment and student equality. Classroom work space is not conducive to maximize each student's opportunities in the areas of independent, small group and whole group learning.	OT/PT's classroom/learning environment is physically safe, emotionally supportive and conducive to learning for all students and a variety of instructional approaches. The OT/PT demonstrates inconsistencies in treating students fairly and respectfully.	OT/PT's classroom/learning environment is physically safe, emotionally supportive and conducive to learning for all students. The OT/PT treats students fairly and respectfully. Classroom environment demonstrates evidence of clear classroom expectations and routines.	OT/PT model expectations/ behaviors that create a positive climate of openness, respect and caring. OT/PT create a climate in which students actively maintain an enriching environment. OT/PT collaborate with educators to support independent learning experiences for students/educators and establish district wide policies.
Collaboration and Communication	The OT/PT communicates ineffectively, unproductively, and/or inappropriately with colleagues, parents, and students. The OT/PT does not work in partnership with parents and caregivers, which in turn, inhibits student learning, emotional and physical development and mental health. The OT/PT collaborates ineffectively, unproductively and/or inappropriately with other	The OT/PT inconsistently communicates clearly, effectively, productively, and appropriately with colleagues, parents, and students. The OT/PT inconsistently works in a partnership with parents and caregivers to support student learning, emotional and physical development and mental health. The OT/PT inconsistently collaborates effectively, productively and appropriately	The OT/PT communicates clearly, effectively, productively, and appropriately with colleagues, parents, and students. The OT/PT works in partnership with parents and caregivers to support student learning, emotional and physical development and mental health. The OT/PT collaborates effectively, productively and appropriately with other teachers,	The OT/PT communicates clearly, effectively, productively, and appropriately with colleagues, parents, and students. The OT/PT works in partnership with parents and caregivers to support student learning, emotional and physical development and mental health. The

	<p>teachers, administrators, school staff and local community (when and where appropriate), which in turn, prevents a positive learning environment.</p>	<p>with other teachers, administrators, school staff and local community (when and where appropriate) to promote a positive learning environment.</p>	<p>administrators, school staff and local community (when and where appropriate) to promote a positive learning environment.</p>	<p>OT/PT proactively collaborates effectively, productively and appropriately with other teachers, administrators, school staff and local community (when and where appropriate) to promote a positive learning environment.</p> <p>The OT/PT shares in the leadership to advocate for and/or initiate opportunities for collaboration with teachers, administrators, school staff and local community (when and where appropriate) to promote a positive learning environment.</p>
<p>Professional responsibility and growth</p>	<p>The OT/PT fails to uphold and follow professional ethics, policies, and legal codes of the district and state. The OT/PT fails to take responsibility for engaging in continuous, purposeful professional</p>	<p>The OT/PT upholds and follows professional ethics, policies, and legal codes of the district and state. The OT/PT participates in professional development to a limited extent when convenient and does not consistently put</p>	<p>The OT/PT upholds and follows professional ethics, policies, and legal codes of the district and state. The OT/PT engages in continuous, purposeful professional development and puts new</p>	<p>The OT/PT upholds and follows professional ethics, policies, and legal codes of the district and state. The OT/PT engages in continuous, purposeful</p>

	<p>development and/or does not put new knowledge into professional practice. The OT/PT exhibits behaviors that negatively impact teaching quality, school improvement and student achievement.</p>	<p>new knowledge into professional practice. The teacher attempts to have a positive impact on teaching quality, school improvement and student achievement.</p>	<p>knowledge into professional practice. The OT/PT demonstrates a positive impact on teaching quality, school improvement and student achievement.</p>	<p>professional development, puts new knowledge into professional practice, and shares new knowledge with colleagues. The OT/PT initiates important activities that have a positive impact on teaching quality, school improvement and student achievement.</p>
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School Psychologist Performance Evaluation Rubric

	Ineffective	Developing	Proficient	Accomplished
<p><u>Students</u> Psychologist understands student learning, development and respects the diversity of the students he/she serves.</p>	Psychologist's services consist of a random collection of unrelated activities, lacking coherence or an overall structure. The services have no clear goals and do not consider the situation, age and diversity of the students he/she serves.	Psychologist serves students individually, but does not consistently take into account the broader educational program, the situation, age and diversity of students.	Psychologist serves to support students individually within the broader educational program keeping in mind what is appropriate for the situation, age and diversity of the students.	Psychologist's support of students is highly appropriate to the situation, age and diversity of the students and has been developed following consultations with students, parents, and colleagues.
<p><u>Content</u> Psychologist knows and understands the content area for which he/she has instructional responsibility.</p>	Psychologist demonstrates little or no knowledge of child and adolescent development.	Psychologist demonstrates basic knowledge of child and adolescent development.	Psychologist demonstrates thorough knowledge of child and adolescent development.	Psychologist demonstrates extensive knowledge of child and adolescent development and understands variations of the typical patterns.
<p><u>Assessment</u> Psychologist understands and selects a variety of assessment instruments that are evaluative and match student needs.</p>	Psychologist demonstrates little to no knowledge of psychoeducational instruments and does not match assessments to student needs.	Psychologist demonstrates limited knowledge of psychoeducational instruments and inconsistently matches assessments to student needs.	Psychologist consistently selects psychoeducational instruments that match students' individual needs.	Psychologist uses a wide range of psychoeducational instruments to evaluate students' individual needs.
<p><u>Instruction</u></p>	Psychologist fails to plan	Psychologist participates in	Psychologist participates in	Psychologist actively

<p>Psychologist plans and delivers effective interventions that advances the learning and/or social/emotional development of individual students.</p>	<p>interventions suitable to students, or interventions are mismatched with the findings of assessments.</p>	<p>the development of intervention plans which are partially aligned with student needs.</p>	<p>the development of intervention plans aligned with student needs. Psychologist collaborates with the team to revise student intervention plans as needed.</p>	<p>participates in a professional learning community to support student needs.</p>
<p><u>Environment</u></p> <p>Psychologist establishes rapport with students, and supports a culture of positive mental health throughout the school.</p>	<p>Psychologist's interactions with students are negative or inappropriate. Students appear uncomfortable while interacting with the psychologist.</p>	<p>Psychologist's interactions with students are a mix of positive and negative. Student's comfort level appears to be at a minimum, relative to student's needs, but improves as the interactions with the psychologist develop.</p>	<p>Psychologist's interactions with students are positive and respectful, students appear comfortable in the environment while interacting with the psychologist.</p>	<p>Psychologist's interactions with students are positive and respectful while building a trusting relationship within the environment. Students seek out Psychologist's support.</p>
<p><u>Collaboration and Communication</u></p> <p>Psychologist collaborates and communicates with students, parents, other educators, administrators and the community to support student learning.</p>	<p>Psychologist does not consult with colleagues. During evaluation process, procedures, timelines and safeguards are not ensured. Leadership of evaluation team is not demonstrated.</p>	<p>Psychologist consults sporadically with colleagues. During evaluation process all procedures, timelines and safeguards are followed. Leadership of evaluation team is inconsistent.</p>	<p>Psychologist consults frequently with colleagues. During evaluation process the psychologist ensures that all procedures, timelines and safeguards are faithfully adhered to. Psychologist demonstrates leadership of the evaluation team and contributes to intervention plans as needed.</p>	<p>Psychologist consults frequently with colleagues and contributes insights in a collaborative manner. During the evaluation process, the Psychologist fully understands and complies with procedural, timelines and safeguards.</p>
<p><u>Professional Responsibilities</u></p> <p>Psychologist assumes responsibility for professional growth, performance, and involvement as an individual and as a member of a learning</p>	<p>Psychologist's records are in disarray; they may be missing, illegible, or not stored in a secure location. Psychologist fails to communicate with families and secure necessary</p>	<p>Psychologist's records are accurate and legible and are stored securely. Psychologist's communication with families is partially successful. Permission is obtained but there are</p>	<p>Psychologist's records are accurate, legible, well organized and stored in a secure location. Psychologist protects confidentiality, communicates with families and secures necessary</p>	<p>Psychologist's records are copious and legible, well organized, and stored in secure location. They are written to be understandable to all</p>

<p>community.</p>	<p>permission for evaluations. Psychologist does not participate in professional development.</p>	<p>occasional insensitivity to family needs. Psychologist's participation in professional development activities is limited to those that are convenient or are required.</p>	<p>permission for evaluations and does so in a manner sensitive to family needs. Psychologist seeks out opportunities for professional development.</p>	<p>team members. Psychologist secures necessary permissions and communicates with families in a highly sensitive manner and reaches out to enhance trust. Psychologist protects confidentiality while advocating for students needs. Psychologist actively pursues professional development opportunities.</p>
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SLP Performance Evaluation Rubric

	Ineffective	Developing	Proficient	Accomplished
Students	The SLP does not demonstrate appropriate knowledge of speech/language norms. The SLP utilizes inappropriate methods of instruction for student learning at this age level. Differentiated instruction does not occur. The SLP is not respectful of students' diverse cultures, language skills and experiences.	The SLP demonstrates limited knowledge of speech/language norms. The SLP may have data, but not use differentiated instruction or is differentiating instruction without valid data. The SLP demonstrates an awareness of students' diverse cultures, language skills and experiences.	The SLP demonstrates knowledge in the area of speech/language norms. It is clear the SLP gathers and uses diagnostic information about students in order to provide differentiated learning opportunities. SLP is clearly respectful of students' diverse cultures, language skills and experiences.	The SLP demonstrates knowledge of how students learn and develop speech/language skills at appropriate age level and provides scaffolding and enrichment as indicated. The SLP provides differentiated learning opportunities for the student based on data and the personal relationship with the student. SLP is not only respectful of the diversity of the students, but promotes a culture of respect in the classroom.
Content	The SLP does not have content knowledge to plan instruction for students. SLP has no clear goals for student needs. The SLP demonstrates little knowledge of resources for students' growth or development. Lessons are taught in isolation disregarding any content, interdisciplinary or real-world connections.	SLP demonstrates limited knowledge and skills for students. SLP develops limited communication goals for student needs. SLP demonstrates some knowledge and resources of age-appropriate speech/language development. SLP demonstrates limited planning of lessons and implementing instruction effectively. Lessons loosely or inconsistently connect with IEP	The SLP demonstrates extensive knowledge and skills for student growth. SLP generates developmentally appropriate goals and objectives for student needs. SLP demonstrates extensive knowledge and resources of speech/language development. Lessons are designed to connect to IEP/content area knowledge with relevant life experiences and	The SLP is an expert in the content area and plans and delivers instruction that is clearly connected to other disciplines. SLP demonstrates extensive knowledge of resources for students available through the school or district and in the larger community.

		goals/objectives, relevant life experiences and career pathways.	career pathways.	
Assessment	<p>SLP's assessment evidence is minimal and does not measure student competence. Diagnostic and formative assessments are absent and summative assessments do not link to class instruction. Students are not protected from the adverse consequences on initial failure. The SLP does not plan for the students success based on assessment results. The SLP does not communicate with students, parents and colleagues to share student progress.</p>	<p>SLP uses limited assessment methods that measure student competence. Summative assessment is integrated into the routines of classroom instruction. Students are not consistently protected from adverse consequences of initial failure. The SLP plans for student success based on assessment results. The teacher occasionally communicates with students, parents and colleagues to share student progress.</p>	<p>SLP uses appropriate, research-based assessment methods to measure student competence. Diagnostic, formative and summative assessments are integrated into the routines of classroom instruction. Students are protected from the adverse consequences of initial failure. The SLP actively engages students, parents and colleagues in planning for success based on assessment results. The SLP communicates with students, parents and colleagues to share student progress.</p>	<p>SLP purposely plans assessments and differentiates assessments to match the full range of students' needs, abilities and learning styles. When appropriate, SLP involve students in self-assessment and goal setting. These goals are communicated to parents.</p>
Instruction	<p>SLP's goals and activities do not align with district and state content standards as well as assessment results. Students' speech and language goals are not shared. SLP is not communicating with students how activities connect with learning goals. Differentiation of instruction does not occur. Technology is not a tool incorporated into instruction.</p>	<p>SLP's goals and activities are aligned with district and state content standards. Expectations are not consistently shared. SLP shares the relationship between activities and learning goals. Lessons address the needs of different types of students inconsistently.</p>	<p>SLP's goals and activities are aligned with district and state content standards. Expectations are explicitly shared. Students know how activities connect with learning goals. Lessons address the needs of different types of students. Activities foster confidence/independence in students. Appropriate resources are used as tools to enhance instruction.</p>	<p>SLP make instructional decisions based on individual student needs to ensure independence, engagement and authentic work.</p> <p>SLP persists in seeking and implementing effective interventions for students who need help, using an extensive repertoire of strategies and soliciting additional resources from the school.</p>
Learning	SLP's classroom/learning	SLP's classroom/learning	SLP's classroom/learning	SLP model expectations/

Environment	environment is disorganized and is not emotionally supportive (protection from adverse consequences) and conducive to learning for all students. There is a lack of evidence of student respect, student rapport, safe environment and student equality. Classroom work space is not conducive to maximize each student's opportunities in the areas of independent, small group and whole group learning.	environment is physically safe, emotionally supportive and conducive to learning for all students and a variety of instructional approaches. The SLP demonstrates inconsistencies in treating students fairly and respectfully.	environment is physically safe, emotionally supportive and conducive to learning for all students. The SLP treats students fairly and respectfully. Classroom environment demonstrates evidence of clear classroom expectations and routines.	behaviors that create a positive climate of openness, respect and caring. SLP create a climate in which students actively maintain an enriching environment. SLP collaborate with educators to support independent learning experiences for students/educators and establish district wide policies.
Collaboration and Communication	The SLP communicates ineffectively, unproductively, and/or inappropriately with colleagues, parents, and students. The SLP does not work in partnership with parents and caregivers, which in turn, inhibits student learning, emotional and physical development and mental health. The SLP collaborates ineffectively, unproductively and/or inappropriately with other teachers, administrators, school staff and local community (when and where appropriate), which in turn,	The SLP inconsistently communicates clearly, effectively, productively, and appropriately with colleagues, parents, and students. The SLP inconsistently works in a partnership with parents and caregivers to support student learning, emotional and physical development and mental health. The SLP inconsistently collaborates effectively, productively and appropriately with other teachers, administrators, school staff and local community (when and where appropriate) to promote a positive learning environment.	The SLP communicates clearly, effectively, productively, and appropriately with colleagues, parents, and students. The SLP works in partnership with parents and caregivers to support student learning, emotional and physical development and mental health. The SLP collaborates effectively, productively and appropriately with other teachers, administrators, school staff and local community (when and where appropriate) to promote a positive learning environment.	The SLP communicates clearly, effectively, productively, and appropriately with colleagues, parents, and students. The SLP works in partnership with parents and caregivers to support student learning, emotional and physical development and mental health. The SLP proactively collaborates effectively, productively and appropriately with other teachers, administrators, school

	prevents a positive learning environment.			<p>staff and local community (when and where appropriate) to promote a positive learning environment.</p> <p>The SLP shares in the leadership to advocate for and/or initiate opportunities for collaboration with teachers, administrators, school staff and local community (when and where appropriate) to promote a positive learning environment.</p>
Professional responsibility and growth	The SLP fails to uphold and follow professional ethics, policies, and legal codes of the district and state. The SLP fails to take responsibility for engaging in continuous, purposeful professional development and/or does not put new knowledge into professional practice. The SLP exhibits behaviors that negatively impact teaching quality,	The SLP upholds and follows professional ethics, policies, and legal codes of the district and state. The SLP participates in professional development to a limited extent when convenient and does not consistently put new knowledge into professional practice. The teacher attempts to have a positive impact on teaching quality, school improvement and student achievement.	The SLP upholds and follows professional ethics, policies, and legal codes of the district and state. The SLP engages in continuous, purposeful professional development and puts new knowledge into professional practice. The SLP demonstrates a positive impact on teaching quality, school improvement and student achievement.	The SLP upholds and follows professional ethics, policies, and legal codes of the district and state. The SLP engages in continuous, purposeful professional development, puts new knowledge into professional practice, and shares new knowledge with

	school improvement and student achievement.			colleagues. The SLP initiates important activities that have a positive impact on teaching quality, school improvement and student achievement.
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Nurse Performance Evaluation Rubric

Top of Form

Levels/Criteria	Ineffective	Developing	Skilled	Accomplished
Students	<p>The nurse demonstrates little understanding of medical knowledge and nursing techniques.</p> <p>Nurse displays little or no knowledge of child and adolescent development.</p> <p>Nurse has no clear goals for the nursing program or they are inappropriate to either the situation or the age of the students.</p>	<p>Nurse demonstrates basic understanding of medical knowledge and nursing techniques.</p> <p>Nurse displays partial knowledge of a child and adolescent development.</p> <p>Nurse's goals for the nursing program are rudimentary and are suitable to the situation and the age of students.</p>	<p>Nurse demonstrates understanding of medical knowledge and nursing techniques.</p> <p>Nurse displays accurate understanding of the typical developmental characteristics of the age group, as well as exceptions to the general patterns.</p>	<p>Nurse demonstrates deep and thorough understanding of medical knowledge and nursing techniques.</p> <p>In addition to accurate knowledge of the typical developmental characteristics of the age group and exceptions to the general patterns, nurse displays knowledge of the extent to which individual students follow the general patterns.</p> <p>Nurse's goals for the nursing program are highly appropriate to the situation in the school and to the age of the students and have been developed following consultations with students, parents, and colleagues.</p>
Content	<p>Nurse demonstrates little or no knowledge of governmental regulations and resources for students available through the school or district.</p> <p>Nursing program consists of a random collection of unrelated activities, lacking coherence or an overall structure.</p> <p>Nurse has no plan to evaluate the program or resists suggestions that such an evaluation is important.</p>	<p>Nurse displays awareness of governmental regulations and resources for students available through the school or district, but little knowledge of resources available more broadly.</p> <p>Nurse's plan has a guiding principle and includes a number of worthwhile activities, but some of them don't fit with the broader goals.</p> <p>Nurse has a rudimentary plan to evaluate the nursing program.</p>	<p>Nurse displays awareness of governmental regulations and resources for students available through the school or district and some familiarity with resources external to the school.</p> <p>Nurse has developed a plan that includes the important aspects of work in the setting.</p> <p>Nurse's plan to evaluate the program is organized around clear goals and the collection of evidence to indicate the degree to which the goals have been met.</p>	<p>Nurse's knowledge of governmental regulations and resources for students is extensive, including those available through the school or district and in the community.</p> <p>Nurse's plan is highly coherent and serves to support not only the students individually and in groups, but also the broader educational program.</p> <p>Nurse's evaluation plan is highly sophisticated, with multiple sources of evidence</p>

				and a clear path toward improving the program on an ongoing basis.
Assessment	<p>Assessment evidence is minimal and does not measure student competence.</p> <p>Diagnostic and formative assessments are absent and summative assessments do not link to class instruction.</p> <p>Students are not protected from the adverse consequences of initial failure.</p> <p>The nurse does not communicate with students, parents and colleagues to share student progress.</p>	<p>Nurse uses some assessment methods to measure student competence.</p> <p>Summative assessments are integrated into the routines of classroom instruction.</p> <p>Students are occasionally protected from adverse consequences of initial failure through formative assessment.</p> <p>The nurse occasionally communicates with students, parents and colleagues to share student progress.</p>	<p>Nurse uses appropriate, research-based assessment methods to measure student competence.</p> <p>Diagnostic, formative and summative assessments are integrated into the routines of the classroom and are linked to instruction.</p> <p>Students are protected from the adverse consequences of initial failure.</p> <p>The nurse communicates with students, parents and colleagues to share student progress.</p>	<p>Nurse purposely plans assessments and differentiates assessments to match the full range of student needs, abilities and learning styles.</p> <p>Nurse uses trends and patterns from assessments to anticipate potential learning obstacles and to inform curriculum design.</p> <p>Nurse participates in collaborative efforts to create common assessments among grade level and or content areas.</p> <p>Nurse involves students in self-assessment and goal setting and communicate those goals with parents.</p>

<p>Instruction</p>	<p>Goals and activities do not align with district and state content standards. Expectations for student work are not shared. nurses do not communicate how activities connect with learning goals. Differentiation of instruction does not occur. Activities are nurse dependent and do not engage students in authentic work. Resources do not enhance instruction.</p> <p>Medications are administered with no regard to state or district policies.</p> <p>Nurse's work with students in classes fails to promote wellness.</p>	<p>Goals and activities are aligned with district and state content standards. Expectations are not consistently shared. nurses share the relationship between activities and learning goals. Lessons inconsistently address the needs of different types of students. Activities are primarily nurse dependent and not necessarily designed to promote student engagement and authentic work. Limited use of resources to enhance instruction.</p> <p>Medications are administered by designated individuals, but signed release forms are not conveniently stored.</p> <p>Nurse's efforts to promote wellness through classroom presentations are partially effective.</p>	<p>Goals and activities are aligned with district and state content standards and designed to promote student engagement and authentic work. Expectations are explicitly shared. Students know how activities connect with learning goals. Lessons address the needs of a diverse student population (e.g., styles, exceptionalities, culture, academics, experiences). Learning activities are both nurse-dependent as well as collaborative among students and nurse in order to foster independence in students. Appropriate resources are used as tools to enhance instruction.</p> <p>Medications are administered by designated individuals, and signed release forms are conveniently stored and available when needed.</p> <p>Nurse's classroom presentations result in students acquiring the knowledge and attitudes that help them adopt a healthy lifestyle.</p>	<p>Nurse makes instructional decisions based on individual student needs to ensure independence, engagement, an authentic work.</p> <p>Nurse persists in seeking and implementing effective interventions for students who need help, using an extensive repertoire of strategies and soliciting additional resources from the school.</p> <p>Medications are administered by designated individuals, and signed release forms are conveniently stored. Students take an active role in medication compliance.</p> <p>Nurse's classroom presentations for wellness are effective, and students assume an active role in the school in promoting a healthy lifestyle.</p>
<p>Learning Environment</p>	<p>Nurse's interactions with at least some students are negative or inappropriate.</p> <p>Nurse makes no attempt to establish a culture for health and wellness in the school as a whole, or among students or among teachers.</p> <p>Nurse's procedures for the nursing office are nonexistent or in disarray.</p> <p>No guidelines for delegated duties</p>	<p>Nurse's interactions with students are a mix of positive and negative.</p> <p>Nurse's attempts to promote a culture throughout the school for health and wellness are partially successful.</p> <p>Nurse has rudimentary and partially successful procedures for the nursing office.</p> <p>Nurse's efforts to establish guidelines for delegated duties are partially successful.</p>	<p>Nurse's interactions with students are positive and respectful.</p> <p>Nurse promotes a culture throughout the school for health and wellness.</p> <p>Nurse's procedures for the nursing office work effectively.</p> <p>Nurse has established guidelines for delegated duties and monitors associates' activities.</p>	<p>Students seek out the nurse, reflecting a high degree of comfort and trust in the relationship.</p> <p>The culture in the school for health and wellness, while guided by the nurse, is maintained by both teachers and students.</p> <p>Nurse's procedures for the nursing office are seamless,</p>

	<p>have been established, or the guidelines are unclear. Nurse does not monitor associates' activities.</p> <p>Nurse's office is in disarray or is inappropriate to the planned activities. Medications are not properly stored.</p>	<p>Nurse monitors associates' activities sporadically.</p> <p>Nurse's attempts to create a well-organized physical environment are partially successful. Medications are stored properly but are difficult to find.</p>	<p>Nurse's office is well organized and is appropriate to the planned activities. Medications are properly stored and well organized.</p>	<p>anticipating unexpected situations.</p> <p>Associates work independently indicating clear guidelines for their work. Nurse's supervision is subtle and professional.</p> <p>Nurse's office is efficiently organized and is highly appropriate to the planned activities. Medications are properly stored and well organized.</p>
<p>Collaboration and Communication</p>	<p>The nurse communicates ineffectively, unproductively, and/or inappropriately with colleagues, parents, and students. The nurse does not work in partnership with parents and caregivers, which in turn, inhibits student learning, emotional and physical development, and mental health. The nurse collaborates ineffectively, unproductively, and/or inappropriately with other nurses, administrators, school staff, and local community (when and where appropriate), which in turn, prevents a positive learning environment.</p> <p>Nurse provides no information to families, either about the nursing program as a whole or about individual students.</p> <p>Nurse declines to collaborate with classroom teachers to develop specialized educational programs</p>	<p>The nurse inconsistently communicate clearly, effectively, productively, and appropriately with colleagues, parents, and students. The nurse inconsistently works in partnership with parents and caregivers to support student learning, emotional and physical development and mental health. The nurse inconsistently collaborates effectively, productively, and appropriately with other nurses, administrators, school staff, and local community (when and where appropriate) to promote a positive learning environment.</p> <p>Nurse provides limited though accurate information to families about the nursing program as a whole about individual students.</p>	<p>The nurse communicates clearly, effectively, productively, and appropriately with colleagues, parents, and students. The nurse works in partnership with parents and caregivers to support student learning, emotional and physical development, and mental health. The nurse collaborates effectively, productively, and appropriately with other nurses, administrators, school staff, and local community (when and where appropriate) to promote a positive learning environment.</p> <p>Nurse provides thorough and accurate information to families about nursing program as a whole and about individual students.</p>	<p>The nurse communicates clearly, effectively, productively, and appropriately with colleagues, parents, and students. The nurse works in partnership with parents and caregivers to support student learning, emotional and physical development, and mental health. The nurse collaborates effectively, productively, and appropriately with other nurses, administrators, school staff, and local community (when and where appropriate) to promote a positive learning environment.</p> <p>Nurse is proactive in providing information about the nursing program and about individual students through a variety of means.</p>

		<p>Nurse collaborates with classroom teachers in developing instructional lessons and units when specifically asked to do so.</p>	<p>Nurse initiates collaboration with classroom teachers in developing instructional lessons and units.</p>	<p>The nurse shares in the leadership to advocate for and/or initiate opportunities for collaboration with nurses, administrators, school staff, and local community (when and where appropriate) to promote a positive learning environment.</p> <p>Nurse initiates collaboration with classroom teachers in developing instructional lessons and units, locating additional resources from outside the school.</p>
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<p>Professional responsibility and growth</p>	<p>The nurse fails to uphold and follow professional ethics, policies, and legal codes of the district and state. The nurse fails to take responsibility for engaging in continuous, purposeful professional development and/or does not put new knowledge into professional practice. The nurse exhibits behaviors that negatively impact teaching quality, school improvement and student achievement.</p> <p>Nurse's reports, records, and documentation are missing, late, or inaccurate, resulting in confusion.</p> <p>Nurse's relationships with colleagues are negative or self-serving, and nurse avoids being involved in school and district projects.</p> <p>Nurse does not participate in professional development activities, even when such activities are clearly needed for the development of nursing skills.</p> <p>Nurse displays dishonesty in interactions with colleagues, students and the public; violates principles of confidentiality.</p>	<p>The nurse upholds and follows professional ethics, policies, and legal codes of the district and state. The nurse participates in professional development to a limited extent when convenient and does not consistently put new knowledge into professional practice. The nurse attempts to have a positive impact on teaching quality, school improvement and student achievement.</p> <p>Nurse's reports, record, and documentation are generally accurate, but are occasionally late.</p> <p>Nurse's relationships with colleagues are cordial, and nurse participates in school and district events and projects when specifically requested to do so.</p> <p>Nurse's participation in professional development activities is limited to those that are convenient or are required.</p> <p>Nurse is honest in interactions with colleagues, students, and the public; does not violate confidentiality.</p>	<p>The nurse upholds and follows professional ethics, policies, and legal codes of the district and state. The nurse engages in continuous, purposeful professional development and puts new knowledge into professional practice. The nurse demonstrates a positive impact on teaching quality, school improvement and student achievement.</p> <p>Nurse's reports, records, and documentation are accurate and are submitted in a timely manner.</p> <p>Nurse participates actively in school and district events and projects, and maintains positive and productive relationships with colleagues.</p> <p>Nurse seeks out opportunities for professional development based on an individual assessment of need.</p> <p>Nurse displays high standards of honesty, integrity, and confidentiality in interactions with colleagues, students, and the public; advocates for students when needed.</p>	<p>The nurse upholds and follows professional ethics, policies, and legal codes of the district and state. The nurse engages in continuous, purposeful professional development, puts new knowledge into professional practice, and shares new knowledge with colleagues. The nurse initiates important activities that have a positive impact on teaching quality, school improvement and student achievement.</p> <p>Nurse's approach to record keeping is highly systematic and efficient and serves as a model for colleagues across the school.</p> <p>Nurse makes a substantial contribution to school and district events and projects, and assumes leadership with colleagues.</p> <p>Nurse activity pursues professional development opportunities and makes a substantial contribution to the profession through such activities as offering workshops to colleagues.</p> <p>Nurse can be counted on to hold the highest standards of honesty, integrity and confidentiality and to advocate for students, taking a leadership role with colleagues.</p>
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APPENDIX D
INSURANCE SUMMARIES

SHC – Orange City Schools

SuperMed Plus

7/01/2015

(Non - Grandfathered)

Benefits	Authorized	Non-Authorized
Benefit Period	January 1 st through December 31 st	
Dependent Age	26; Removal upon End of Month	
Pre-Existing Condition Waiting Period	Does Not Apply	
Blood Pint Deductible	0 Pints	
Overall Annual Benefit Period Maximum	Unlimited	
3 month Deductible Carryover	Does Not Apply	
Inpatient Deductible per admission	None	\$100 per admission, up to a maximum of \$300 per family per benefit period
Coinsurance	100%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	None	\$2,400 / \$4,800
Physician/Office Services		
Office Visit (Illness/Injury)	\$20 copay, then 100%	70%
Urgent Care Facility Services	\$20 copay, then 100%	70%
All Immunizations	100%	50% ¹
Preventative Services		
Routine Physical Exam (Ages 21 and over)	100%	50% ¹
Well Child Care Services including Exam, Routine Vision, Routine Hearing Exams, Well Child Care and Immunizations (Birth to age 21)	100%	50% ¹
Well Child Care Laboratory (To age 21)	100%	100%
Routine Mammogram (One per benefit period)	100%	100%
Routine Pap Test	100%	100%
Routine Laboratory, X-ray, and Medical Testing	100%	100%
Routine Colonoscopy / Sigmoidoscopy	100%	100%
Outpatient Services		
Surgical Services	100%	70%
Diagnostic Services	100%	100%
Physical /Occupational/Chiropractic Therapies – Facility and Professional (20 visits combined per benefit period)	\$20 copay, then 100%	70%
Speech Therapy – Facility and Professional (10 visits per benefit period)	\$20 copay, then 100%	70%
Cardiac Rehabilitation	100%	70%
Emergency use of an Emergency Room	\$50 copay (co-pay waived if admitted to hospital)	
Non-Emergency use of an Emergency Room	\$50 copay	
Inpatient Facility		
Semi-Private Room and Board	100%	70% after Inpatient

		Deductible
Maternity	100%	70% after Inpatient Deductible
Skilled Nursing Facility (100 days per benefit period)	100%	70% after Inpatient Deductible
Benefits	Authorized	Non-Authorized
Additional Services		
Allergy Testing and Treatments	100%	70% - Inpatient 50% ¹ - Outpatient
Ambulance	100%	70%
Durable Medical Equipment	100%	70%
Education and Training Services	100%	50% ¹
Home Healthcare	100%	50% ¹
Hospice	100%	50% ¹
Organ Transplants (Limited to one transplant per organ per lifetime)	100%	50% ¹
Private Duty Nursing	100%	50% ¹
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		

Note: Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹Not applied to Coinsurance Out-of-Pocket Maximum

Vision

2-Rate Basis
PLAN C Copay: \$20/20
<i>Anti-Reflective Coating</i>
<i>Progressive Lenses</i>
<i>Scratch Resistant Coating</i>
<i>Tints/Photochromic Lenses</i>
<i>\$180.00 Elective Contact Lens Allowance</i>
<i>\$180.00 Retail Frame Allowance</i>

Benefits subject to applicable copays²

Exam Services	Comprehensive WellVision Exam [®] covered-in-full after copay Contact lens exam - fitting and evaluation (when choosing contacts): Standard and Premium fit: Covered in full with a copay. Member receives 15% off ³ of contact lens exam services; ⁴ member's copay will never exceed \$60 Routine retinal screening covered after an up to \$39 copay ³		
Lenses	Glass or plastic:	Single vision Lined bifocal Lined trifocal Lenticular	Covered-in-full after copay Covered-in-full after copay Covered-in-full after copay Covered-in-full after copay

Lens Enhancements The most popular lens enhancements are covered after a copay, saving members an average of 20-25%⁴; members should see their VSP network provider for special pricing on additional lens enhancements. Maximum copay on standard lens enhancements:

<i>Lens Enhancement</i>	<i>Single Vision</i>	<i>Multifocal</i>
Standard progressives plastic	N/A	\$55
Premium progressives plastic	N/A	\$95-105
Custom progressives plastic	N/A	\$150-175
Standard anti-reflective coating	\$41	\$41
Solid tints & dyes (pink I&II)	No copay	No copay
Solid plastic dye (except pink I&II)	\$15	\$15
Plastic gradient dye	\$17	\$17
UV protection	\$16	\$16
Factory applied scratch-resistant coating	\$17	\$17
Polycarbonate for children	No copay	No copay
Polycarbonate	\$31	\$35
Photochromic plastic	\$70	\$82

Frame	<ul style="list-style-type: none"> - Frames covered-in-full after copay up to the retail allowance of \$130⁵ - Frame allowance is guaranteed by a \$50 wholesale allowance at VSP doctors, ensuring more than 13,000 frames are covered-in-full - Members who select a featured frame brand including Ann Klein, bebe®, Calvin Klein, Flexon, Lacoste, Nike, Nine West, and more will receive an extra \$20 toward their frame allowance.⁶ - 20% off³ any amount above the retail frame allowance⁴ - Members can choose from virtually any frame on the market
Elective Contact Lenses (instead of lenses & frame)	<ul style="list-style-type: none"> - Prescription contact lens materials covered-in-full up to \$130 retail allowance - VSP members get exclusive mail-in rebate savings⁷ on eligible Bausch + Lomb contacts at VSP doctors - Members can choose from any available prescription contact lens materials
Necessary Contact Lenses (instead of lenses & frame)	<ul style="list-style-type: none"> - Covered-in-full after copay for members who have specific conditions at VSP doctors - Covered up to \$210 after copay for members who have specific conditions at participating retail chains
Additional Pairs of Glasses⁸	20% off ³ unlimited additional pairs of prescription glasses and/or non-prescription sunglasses ⁴
Primary EyeCare ProgramSM	Supplemental coverage for non-surgical medical eye conditions, such as pink eye and other urgent eyecare - \$20 copay per visit at VSP doctors
Laser VisionCare ProgramSM	Discounts average 15-20% off or 5% off a promotional offer for laser surgery, including PRK, LASIK, and Custom LASIK ⁹ through VSP doctors
Low Vision	Supplemental testing covered every two years. 75% coverage for approved low vision aids, up to \$1,000 (less any amount paid for supplemental testing) every two years at VSP doctors
Eye Health Management Program[®]	Exam reminder letters sent to VSP members with diabetes who have not had an eye exam in 14 months

Out-of-Network Benefits subject to applicable copays²

Exam	Reimbursed up to \$45	Frame	Reimbursed up to \$70
Lenses:			
Single vision	Reimbursed up to \$30	Contact lens exam & materials	
Lined bifocal	Reimbursed up to \$50	(in lieu of lenses & frame):	
Lined trifocal	Reimbursed up to \$65	Elective	Reimbursed up to \$105 ¹⁰
Lenticular	Reimbursed up to \$100	Necessary	Reimbursed up to \$210

Exclusions¹¹

There may be some materials and services with either limited or no coverage under this plan. Please contact your VSP representative for more information.

¹ Participating retail chains upon request. Benefits may vary at participating retail chain locations.

² When covered-in-full services are obtained from a VSP network provider, the patient will have no out-of-pocket expense other than any applicable copays. Services and eyewear obtained through out-of-network providers are subject to product availability and the same copays and limitations. Please refer to rate page.

³ Based on applicable laws, benefits may vary by location.

⁴ Costco published prices already include discounts instead of those noted.

⁵ Costco allowance of \$70 is equivalent to the frame allowance at other VSP network providers (average frame at Costco is \$68).

⁶ Reflects current promotion, evaluated annually. Promotion/featured frame brands are subject to change and the promotional allowance does not apply at Costco Optical. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail.

⁷ Rebates subject to change.

⁸ 20% off applies to unlimited additional pairs of glasses valid through any VSP network provider within 12 months of the last covered eye exam.

⁹ Custom LASIK coverage only available using wavefront technology with the microkeratome surgical device. Other LASIK procedures may be performed at an additional cost to the member. Laser VisionCare discounts are only available from VSP-contracted facilities.

¹⁰ If \$100 allowance is purchased, out-of-network providers will reimburse up to \$85.

¹¹ Coverage shall be governed solely by the terms of your VSP contract.

Hearing

Vision Care members can save up to \$2,400 on a pair of digital hearing aids. Dependents and even extended family members are eligible for exclusive savings, too.

Hearing loss is growing in the workplace.

Like vision loss, hearing loss can have a huge impact on productivity and overall quality of life. Unfortunately, of the 30 million people who need hearing aids, only one in five has them. Cost is often a major factor.

*96% of customers surveyed would recommend TruHearing to their friends and family.**

More Than Just Great Pricing

TruHearing also provides members with:

- 3 provider visits for fitting, adjustments, and cleanings
- A 45-day money back guarantee
- 3-year manufacturer's warranty for repairs and one-time loss and damage
- 48 free batteries per hearing aid

Plus, members get:

- Access to a national network of more than 4,500 licensed hearing aid professionals
- Straight-forward, nationally fixed pricing on more than 90 digital hearing aids in 400 styles from five of the seven industry-leading brands
- Deep discounts on replacement batteries shipped directly to their door

Best of all, if your organization already offers a hearing aid benefit, members can combine it with this program to maximize the benefit and reduce their out-of-pocket expense.

Here's how it works:

- 1. Members call TruHearing.**
Members and their family call 877.396.7194 and mention VSP.
- 2. Schedule exam.**
TruHearing will answer questions and schedule a hearing exam with a local provider.
- 3. Attend appointment.**
The provider will make a recommendation, order the hearing aids through TruHearing and fit them for the member.

APPENDIX E
SPECIAL EDUCATION COMMITTEE MOU

Issue T-3

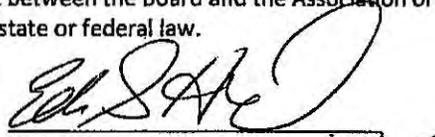
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") dated this 19th day of February, 2015, is between the Orange City School District Board of Education (the "Board"), by and through its Superintendent, and the Orange Teachers Association (the "Association"), by and through its President.

The Board and the Association agree to establish an ad hoc committee to review the continuum of services provided to the student population in the Orange City Schools. The committee will consist of four members appointed by the Superintendent and four members appointed by the Association President. The intention of this MOU is to have the committee hold its first meeting not later than MARCH 27, 2015 with the goal of making its recommendations to the Superintendent not later than May 31, 2015.

It is the parties' expectation that the committee will not make any recommendation that either contravenes the Negotiated Agreement between the Board and the Association or would, if implemented, cause the Board to violate state or federal law.


David Miller 2-19-15
OTA President


Dr. Edwin Holland 2/19/15
Superintendent