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STATE EMPLOYMENT
RELATIONS BOARD

2015 DEC 22 P 2: 03

AGREEMENT

BETWEEN THE

**DALTON LOCAL
EDUCATION ASSOCIATION
(OEA/NEA)**

AND THE

**DALTON LOCAL
BOARD OF EDUCATION
(WAYNE COUNTY, OHIO)**

**EFFECTIVE
JULY 1, 2015 - JUNE 30, 2017**

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ARTICLE I - RECOGNITION

101 Recognition of the Association

The Dalton Local Board of Education, hereinafter referred to as the "Board," recognizes the Dalton Local Education Association, hereinafter referred to as the "Association," as the exclusive representative for all certificated or licensed staff, but excluding building principals, all Central Office Administrators or Supervisors, substitute teachers, educational aides, school nurse, Technical Coordinator, and Auxiliary Service Tutors.

102 Definition of Bargaining Unit Member

A. As used herein, the terms of professional staff member(s), and bargaining unit member(s) shall be interpreted to mean those persons included in the bargaining unit as described in Section 101, above.

B. The term "tutor" shall refer to school-based, certificated or licensed personnel, whose benefits and rights to use this Agreement are limited as a result of their position being paid hourly. These exclusions are:

1. Salary

a. Tutor(s) will be paid for each hour (prorated for portions of an hour) for each school day in which they are scheduled.

b. The hourly rate shall be \$16.08 for the 2015-2016 school year and \$16.24 for the 2016-2017 school year, reflecting an increase equal in percentage to the raise in bargaining unit member base salary.

c. The hourly rate for Title I tutors shall be \$25.00.

2. Reduction in Force, Section 504

Tutors shall have no right to bargaining unit member positions just by virtue of being employed as a tutor, nor do tutors have any rights to Section 504. The Board may reduce hours, days or positions of tutors based upon the number of students.

3. Contracts, Section 507

Tutors shall not be eligible for multi-year limited contracts or continuing contracts.

4. Benefits, Article X

Tutors shall have the right to hospitalization and dental benefits as provided in this Agreement.

5. Paid Leaves, Article IV

- a. Tutors shall accrue sick leave on a prorated basis.
- b. Tutors shall accrue personal leave on a prorated basis.
- c. Tutors shall receive payment for State-approved calamity days.

ARTICLE II - NEGOTIATIONS PROCEDURE

201 Scope

All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of the this Agreement are subject to collective bargaining between the Board and the Association, unless otherwise prohibited by law.

202 Submission of the Issues

- A. Contract negotiations for the successor to this Agreement will begin no earlier than one hundred twenty (120) calendar days and not later than one hundred (100) calendar days prior to the expiration of this Agreement. The parties shall mutually agree in writing to a starting date for negotiations. If both parties agree, an earlier or later starting date for negotiations may be initiated with a memorandum of agreement reflecting such signed by the President of the Association and the Superintendent representing the Board.
- B. At the first meeting, the respective parties shall meet to exchange all their initial proposals written in their entirety for the purpose of bargaining items within the mandatory scope of bargaining. Any issue submitted after this time shall require mutual agreement of the teams to allow introduction of the new item. Prior to the first meeting, a task force composed of one (1) representative each from the Association, Board, and Superintendent may meet together as mutually agreed upon to discuss matters of concern or matters for study. Any consensus or conclusions reached will not be binding; the concepts from such may be presented at the first meeting by either the Association or the Board.

203 Negotiating Teams

- A. The Superintendent or his/her designated representative(s) approved by the Board shall meet with the designated representative(s) of the Association to negotiate in good faith. The teams shall be limited to six (6) representatives each.
- B. All negotiations shall be conducted exclusively between said teams. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives shall be clothed with all the

necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations.

204 Negotiating Meetings

- A. Meetings shall be held at reasonable times for the purpose of effecting a free exchange of facts, opinions, proposals and counter proposals in a sincere effort to reach mutual understanding and agreement. All parties are obligated to deal openly and fairly with each other on all matters and to conduct such negotiations in good faith, but such obligation does not compel either party to agree to a proposal or require the making of a concession. Such meetings shall not be conducted during the regular school day unless agreed upon by both parties. The meetings shall be in executive session unless otherwise agreed upon by both parties.
- B. Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time and place for the subsequent meeting.

205 Caucus

Upon the request of either party, the negotiating session shall be caucused or recessed to permit the requesting party a reasonable period to consult with the other team members and/or consultants.

206 Exchange of Information

The Board and the Association agree to furnish to each other, upon reasonable request, all available information on the proposals under negotiation.

207 Progress Reports (News Releases)

Periodic progress reports may be issued during negotiations to the public only if such releases have prior approval of both parties.

208 Protocol

No action to coerce or censor or penalize any negotiating participant shall be made or implied by any other member.

209 Agreement

- A. When agreement has been obtained on all issues submitted to this process, or issues have otherwise been resolved, all issues shall be reduced to writing, signed by members of the teams and presented to the Association and the Board.
- B. The total tentative agreement shall include the following provisions in writing:
 - 1. Provisions of the agreement.
 - 2. Date that said provisions are to be implemented.

- C. Within ten (10) calendar days of the tentative agreement, the Association shall approve or disapprove the agreement.
- D. Once the contract has been approved by the Association, it shall be submitted to the Board for its approval or disapproval no later than ten (10) calendar days from the date of ratification by the Association.
- E. When ratified by both parties, the contract shall be signed by the representatives of the Association and the President, Superintendent, and Treasurer of the Board and entered into the official minutes of the Board. Thereupon, the items agreed to shall constitute a revision of this Agreement.
- F. The signed contract shall be printed by the Association and in sufficient quantity for all teaching staff, administration and the Board within thirty (30) days of signing. The cost of printing will be approved in advance and equally split between the Board and the Association. Additional copies will be at the expense of the ordering party.

210 Dispute Settlement Procedure

- A. If after forty-five (45) calendar days prior to the expiration of this Agreement an agreement has not been reached on all items under negotiations, either party may call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations. If a party calls for FMCS involvement, the other party shall join in a joint request. Both parties agree that this procedure is the final step in the dispute settlement procedure.
- B. This dispute resolution procedure is mutually agreed to by the parties under ORC 4417.14 (C)(1)(f) and is intended to supersede the procedures contained in ORC 4117.14.

ARTICLE III - GRIEVANCE PROCEDURE

301 Grievance Defined

A grievance is a complaint that there has been an alleged violation, misinterpretation or misapplication of this Agreement.

302 Grievant Defined

The grievant is the bargaining unit member, his/her designee or the Association having the alleged grievance. However, if the Association is processing a grievance for a bargaining unit member, the Association must have the individual's written permission to proceed.

303 Days Defined

“Days” shall mean actual working school days during the school year and during summer vacation weekdays, Monday through Friday, excluding legal holidays.

304 Rights of the Grievant and the Association

- A. A grievant may appear on his/her own behalf or may be represented at any and all steps of the formal grievance procedure by the Association.
- B. The grievance committee of the Association shall receive notice of each meeting held to resolve the grievance whether formal or informal and shall be given a copy of the recommended disposition of such grievance at each step. Such written notice and disposition shall be made at the same time and in the same manner as such notice of disposition is required to be sent to the grievant.
- C. The fact that a bargaining unit member files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for reemployment or recommendation for other employment, nor shall the grievant, the Association or its officers be placed in jeopardy or be the subject for reprisal or discrimination for having followed this grievance procedure.
- D. A grievance may be withdrawn at any level by the grievant without prejudice or record.

305 Time Limits

- A. The number of days indicated at each step is considered a maximum. The time limits specified may, however, be extended by written agreement of the parties.
- B. If a bargaining unit member does not file a grievance in writing within twenty (20) days after he/she knew or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered waived. If a grievance is continuing in nature, the time limit starts anew after each alleged violation.
- C. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance will be deemed settled on the basis of the disposition at that step and further appeal shall be barred.
- D. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits permits the grievant to proceed to the next step.
- E. All filings of grievances, notices of hearings, and dispositions of grievance shall be handled by certified mail with proof of receipt or hand delivered with written verification of receipt of the grievance.

- F. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, all parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- G. All other grievances submitted after May 15 of a school year shall be processed at a time mutually agreeable to by the parties in interest, but no later than the beginning of the next school term.

306 Purpose

- A. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to all grievances.
- B. All parties agree that proceedings shall be kept as confidential as is appropriate.
- C. If the immediate supervisor determines that he/she cannot render a decision in the matter, he/she will automatically forward the grievance to Step II and notify the Association and the grievant of such.

307 Informal Procedure

- A. If a grievant believes there is a basis for a grievance, he/she shall contact the Association President or representative of the Association. The person will then notify his/her principal or immediate supervisor in writing and discuss the matter with him/her in an effort to resolve the problem informally.
- B. Grievances may be adjusted informally provided the adjustment is not inconsistent with the policies and rules of the Board or this contract. The Association will be invited to be present if there is to be an adjustment regarding the contract.

308 Formal Procedure

- A. Step I

If the grievance is not resolved within ten (10) days of such informal meeting, the grievant may present his/her formal claim by submitting a completed Grievance Report Form, Step I, in triplicate (Appendix A). Copies of this form showing the date of the occurrence, a statement of the nature of the grievance and provisions of policies and/or rules allegedly violated, and the relief sought shall be submitted by the grievant to the immediate supervisor(s). Within ten (10) days of receipt of the Grievance Report Form, the immediate supervisor shall meet with the grievant and/or his/her representative in an effort to resolve the grievance. The immediate supervisor shall indicate his/her disposition of the grievance within five (5) days after such meeting by completing Step I of the Grievance Report Form and returning copies to the grievant, the Association, and the Superintendent.

B. Step II

1. If the grievant is not satisfied with the disposition of the grievance in Step I, or if no disposition has been made within the above time limits, the grievant and/or his/her representative shall complete Grievance Report Form, Step II, and submit the grievance to the Superintendent. Within ten (10) days of receipt, the Superintendent and/or his/her designated representative shall meet with the grievant and/or his/her representative. Within five (5) days of this meeting, the Superintendent shall indicate in writing his/her disposition of the grievance by completing his/her portion of Step II and forwarding it to the grievant, the Association, and the immediate supervisor.
2. If the Grievance Report Form is not forwarded by either the grievant or the Association to the Superintendent within five (5) days after the receipt of the disposition in Step I, the grievance shall be considered settled.

C. Step III

1. If the grievant is not satisfied with the disposition made by the Superintendent, or if no disposition has been made within the above stated time limits, then the grievant and/or his/her representative shall complete Grievance Report Form, Step III, within five (5) days and submit the grievance to the Board by filing a copy with the Board Treasurer. Notification of such appeal shall be given to the Superintendent, the immediate supervisor, and the Association.
2. The Board, at its next regular or special meeting after the filing of the appeal shall meet with the grievant and/or his/her representative and the Superintendent or his/her designee to review such grievance in executive session. If the next regular or special meeting of the Board is scheduled for less than seven (7) days after receipt of the filing, the review will be scheduled for the next following regular or special Board meeting in order to accomplish the notification requirements and the Board shall issue a decision within ten (10) days of the hearing.
3. The Board's action shall be based upon the recommendation of the Superintendent and the arguments presented by or on behalf of the grievant. Copies of the action shall be sent to the grievant, the Association, the Superintendent, and the immediate supervisor.
4. If the grievant and/or his/her representative fail to forward the Grievance Report Form to the Board Treasurer within five (5) days after receipt of the disposition from the Superintendent (Step II), then the grievance shall be considered settled.

D. Step IV

1. If the grievant is not satisfied with the disposition made by the Board, or if no disposition has been made within the above stated time limits, then the grievant and/or his/her representative shall, by letter and within twenty (20) days, submit a demand for arbitration to the American Arbitration Association (AAA) with a copy to the Superintendent, the Association, and the Board Treasurer. Selection of the arbitrator shall follow the rules of the AAA. The costs of these proceedings shall be equally split between the Board and the grievant. The decision of the arbitrator shall be binding on all parties.
2. If the grievant and/or his/her representative fail to appeal to arbitration within the time limits above, the grievance shall be considered settled.
3. The arbitrator shall have no power to add to, subtract from, or modify the provisions of this contract. If there is any question as to arbitrability of a grievance, arbitrability shall be determined by the arbitrator as part of the arbitrator's decision in an expedited fashion prior to ruling on the merits.

ARTICLE IV - LEAVES OF ABSENCE

401 **Sick Leave**

A. Procedures

1. Each bargaining unit member who is employed by the Board shall be entitled to fifteen (15) days of sick leave with pay for each year under contract, which shall be credited at the rate of (1-1/4) days per month. Bargaining unit members, upon approval of the responsible administrative officer of the School District, may use sick leave for absence due to personal illness, pregnancy, child birth, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the bargaining unit member's immediate family.
2. The Board shall require a bargaining unit member to furnish a written, signed statement on forms prescribed by such Board to justify the use of sick leave. If medical attention is required, the bargaining unit member's statement shall list the name and address of the attending physician and the dates when he/she was consulted.
3. A bargaining unit member who has given birth will be permitted up to thirty (30) consecutive days of sick leave within the same school year following delivery providing said bargaining unit member has accumulated sick leave. The leave will begin on the day of the birth of the child. The bargaining unit member will be paid during this leave for days scheduled to work until accumulated sick leave is exhausted.

4. Falsification of a statement for justification of sick leave is grounds for a suspension or termination of employment.
5. Upon his/her initial employment by the Dalton Local School District, a bargaining unit member not transferring sick leave from another district shall be granted an advance of five (5) days of sick leave.
6. Bargaining unit members do not accumulate sick leave for time in military service.
7. The maximum accumulated sick leave for any bargaining unit member shall be two hundred fifty-two (252) days.
8. For illness or injury, "immediate family" shall be interpreted to mean: parent, child, spouse, brother, sister, mother-in-law, father-in-law, or any other resident living in the bargaining unit member's home. Leave where other relationships are the reason may be approved first by the principal and then by the Superintendent.
9. For death, immediate family shall be interpreted to mean: parent, child, spouse, sister, brother, aunt, uncle, grandparent, grandchildren, mother-in-law, father-in-law, niece, nephew, brother-in-law, sister-in-law, or any other resident living in the bargaining unit member's home. Leave where other relationships are the reason may be approved first by the principal and then by the Superintendent.
10. Upon returning to duty, all bargaining unit members shall complete the required absence form which will be considered an affidavit, to justify the use of any sick leave.
11. When a bargaining unit member is absent, he/she shall contact the building principal or his/her designee as soon as he/she is aware of the need for use of sick leave.

B. Sick Leave Donation

1. If a member of the bargaining unit is currently absent due to the catastrophic or long-term illness or accident of the bargaining unit member and such member has exhausted all of his/her accumulated sick leave, bargaining unit members may donate up to five (5) days of accumulated sick leave to the absent employee.
 - a. Catastrophic or long term illness is not intended to include normal maternity leave and/or absence due to childbirth. Bargaining unit members seeking donation of sick leave for complications due to pregnancy and/or childbirth must provide, if requested, detailed medical information in support of any sick leave donation request.
 - b. Recuperation from elective surgeries or other elective procedures which could have otherwise reasonably been scheduled during school vacation periods will not qualify for sick leave donation.

- c. The initial determination of whether or not an illness or injury meets the requirements of this section will be made by the DLEA President/designee.
2. No teacher may receive more than an aggregate of thirty (30) donated Sick Leave days in any one (1) school year.
3. The request for donation of Sick Leave days shall be initiated by a teacher on a form (Appendix I) furnished to the DLEA President. It is the responsibility of the Association to notify the bargaining unit of the request and the amount of days donated.
4. The donor shall submit the Sick Leave Donation Authorization Form (Appendix J) to the DLEA president in order to donate days.
5. When the DLEA President has the required paperwork meeting the requirements in this Section, the paperwork will be submitted to the Treasurer for processing.
6. Unused donated sick leave will expire at the end of the final teacher work day.

402 **Personal Leave**

- A. Each regularly employed bargaining unit member under contract to the Board shall be permitted three (3) unrestricted days of absence during the school year with full pay to conduct personal business.
- B. The following guidelines will be in effect:
 1. Not more than two (2) bargaining unit members in the High School building, and four (4) bargaining unit members in the Elementary/Middle School building may use personal leave during any one day. Administrators may adjust this limit upward in emergency or extenuating circumstances.
 2. Prior approval is necessary except for emergencies.
 3. In an emergency situation the same form must be completed and submitted within two (2) days after the bargaining unit member returns to work.
 4. Request forms are available from the building principal or supervisor and must be submitted to him/her for approval.
 5. The principal or supervisor will act on the request, notify the bargaining unit member, and forward the form to the Board Treasurer for processing.
 6. Requests should be submitted at least two days before the requested date.
 7. Personal leave is not cumulative.

8. Personal leave is not to be used the day before or the day following any school vacation, school compensation day, or holiday, unless specific reason is given for the request and the request is approved in advance by the administration or unless such is due to an emergency.
 9. Personal days are not to be used during the first and last ten (10) working days of school, or for in-service days, unless approved in advance by the administration or unless such is due to an emergency.
- C. Unused personal leave shall be converted on a day-for-day basis to sick leave (until the maximum accumulation of days permitted by Section 401/G is reached) each July 1.

403 Professional Meetings Leave

- A. Attending professional meetings, participating in educational opportunities and attending special events relating to school functions are important factors for professional growth of staff. Such activities provide opportunities for bargaining unit members to exchange ideas, visit other professionals, accompany school field trips as deemed appropriate by the administration, meet outstanding individuals in education and related fields, and to observe practices and techniques and/or evaluate materials.
- B. Bargaining unit members may request professional development funds to offset the cost of attending approved professional development meetings. Bargaining unit members who attend meetings under this policy shall be limited to two (2) approved meetings per year. On occasion and with prior administrative approval, professional leave may be granted to exceed the maximum of two (2). The Board will allocate five thousand five hundred dollars (\$5,500) annually for professional development. Requests will be processed on a "first come, first served" basis. The funding for professional meetings for the coaching and vocational areas will not be included.
- C. Where a meeting grant includes independent funding for expenses, the CAPS set forth in the preceding paragraph do not apply.
- D. Since attendance at professional meetings cannot be granted on an unlimited basis, the attached application form (Appendix B), incorporating certain guidelines and/or regulations, will be used to request attendance at such meetings.

404 Compulsory Leave

Release time shall be granted for required appearances in court or other tribunal where the bargaining unit member is a defendant, witness, or on jury duty. The bargaining unit member shall attach to the form, the substantiation given by the court or other tribunal for his/her required attendance. Witness fees and jury duty pay must be forwarded to the Treasurer within ten (10) days of receipt by the bargaining unit member.

405 Child Care Leave

A bargaining unit member may request, and shall be granted, a child care leave of absence without pay or benefits on the conditions set forth below:

- A. The child care leave of absence shall be for the balance of the school year in which the birth of the child is expected. Requests for child care leave must be made in writing at least thirty (30) days prior to its commencement when requested during the school year. When requested during the summer, the request must be made before July 10.
- B. The leave shall be extended for one (1) additional school year, upon written request of the bargaining unit member to the Board made not later than April 1 preceding the year for which such leave is requested. If a bargaining unit member fails to comply with this specific deadline, said bargaining unit member forfeits the right to leave extension.
- C. When the bargaining unit member desires to terminate such leave, application for reinstatement must be made by the bargaining unit member at any time during the school year prior to April 1. Failure to apply for reinstatement prior to April 1 waives the right of the bargaining unit member to be reinstated. If the Board judges it to be educationally sound, it may allow a bargaining unit member to return prior to the beginning of the next school year.
- D. Upon return from child care leave, the bargaining unit member shall be entitled to reinstatement to the same or similar position with the same contractual status which was held prior to the leave.
- E. A bargaining unit member who is adopting a child shall be entitled to an unpaid leave under this Section and subject to these same conditions.
- F. Bargaining unit members on child care leave will continue to have insurance coverage according to the Family Medical Leave Act of 1993, as amended.

406 No Pay Earn Days

Any absences not covered by other leaves herein or which go beyond the maximum accumulated herein may be granted upon the approval of the Superintendent and shall result in the loss of pay based on the contractual daily rate of pay for the bargaining unit member.

407 Association Leave

The Board will grant two (2) days of leave to a representative of the Association for the purpose of attending an Association sponsored meeting.

408 **Assault Leave**

- A. A bargaining unit member who suffers a physical disability as a result of an unprovoked assault which occurs in the course of employment in the District shall be maintained on full pay for up to thirty (30) days during the resulting absence from his/her assigned duties. Such leave shall not be charged to the sick leave entitlement of the bargaining unit member.

- B. In order to be entitled to assault leave, a bargaining unit member shall:
 - 1. Complete a signed report on forms approved by the District and submit to the Board Treasurer within five (5) workdays of the alleged assault.
 - 2. If medical attention is required, submit a certificate from a licensed physician stating the nature of the disability and its probable duration.
 - 3. Apply for Workers' Compensation.

- C. Upon receipt of these documents, the Superintendent may conduct such investigations and interviews as he/she deems necessary to verify the authenticity and severity of the assault.

- D. Payment for assault leave shall be at the bargaining unit member's rate of pay in effect at the time of the assault or at such increased rate for which the bargaining unit member may become eligible. Salary hereunder shall be mitigated by any salary compensation the bargaining unit member may receive from any other source.

ARTICLE V - TEACHER RIGHTS

501 **Transfers**

- A. Voluntary
 - 1. Those bargaining unit members requesting a change of assignment either within their buildings or outside their buildings will file such requests on a form to be provided by the Administration included as Appendix D.
 - 2. Area of competency, certification, quality of teaching performance, and length of service in the District shall be considered as factors in assignment of bargaining unit members who have requested transfers.
 - 3. When vacancies meeting the specific request are available, the bargaining unit member requesting the change will be given first consideration, providing the bargaining unit member making the request is qualified for the position available.

B. Involuntary

When transfers other than by request are necessary or appear to be necessary, a personal conference prior to written notification of transfer shall be initiated with the bargaining unit member by the Superintendent or his/her designee. During such conference, the reasons for such transfer will be discussed and the bargaining unit member will have an opportunity to express any concerns regarding such transfer.

502 Vacancies

- A. The Administration will post all teaching and supplemental vacancies in each building to inform staff about openings. During the summer months, the Administration will notify the Association President and bargaining unit members about said vacancies via District email. The following statement will be placed in the District Handbook: "During the summer months, the Administration will notify each bargaining unit member about vacancies. No one will be interviewed until three (3) business days after notification is sent to the teaching staff during the summer."
- B. No one will be interviewed or hired to fill such position(s) until three (3) business days following the posting or three (3) business days after notification is sent to the Association President during the summer.
- C. The Superintendent or his/her designee will advise candidates for vacancies of the outcome following the selection of a candidate for a given position within ten (10) business days.

503 Teaching Assignment Notification

Tentative assignments for current staff for the succeeding school year shall be made on or before June 10.

504 Reduction In Force

A. Cause(s)

When by reason of decreased enrollment of pupils, overall or in specific courses, return to duty of regular bargaining unit members after leaves of absence, changing or abolishing course offerings or selections, or by reason of suspension of schools, anticipated loss of Federal funds resulting in loss of federally-funded positions, if later substantiated, territorial changes affecting the District, or for financial reasons the Board decides that it will be necessary to reduce the number of bargaining unit members, it may make a reasonable reduction of staff.

B. Suspension of Contracts

Reduction under this procedure will be accomplished through the suspension of bargaining unit members' contracts. A reduction in force shall commence either at

the beginning of the second semester or at the beginning of the following work year.

Where the reduction is to be effective at the beginning of the work year, the Board shall act on all continuing contracts prior to implementation of this procedure.

C. Notification

At least thirty (30) calendar days prior to the effective date of the reduction in force, the Board shall give written notice to the Association and to the bargaining unit members affected of its intent to effect a reduction in staff. Such notice shall contain the reason for the reduction in staff, the anticipated position(s) to be reduced or eliminated, the bargaining unit member or bargaining unit members who may be initially affected in the District and the effective date of the reduction in force.

D. Implementation

Implementation Date is the date when the Board votes to have a reduction in force (RIF). If it is deemed necessary by the Board to reduce staff, the Board shall proceed to suspend contracts for teachers who have been evaluated in accordance with the evaluation procedure required by law. Suspension of contracts shall be recommended by the licensure/certification area and an order shall be based on the following:

1. In determining the position(s) to be reduced, eliminated or not filled, the following sequence shall be used:
 - a. First, position(s) vacated as a result of voluntary resignation, retirement or death will not be filled where it is in a position scheduled to be reduced.
 - b. Second, limited contract teachers shall be reduced first utilizing the following order:
 - 1) Licensure/Certification
 - 2) Competency as determined by formal evaluation
 - 3) When evaluations are comparable, seniority in the District shall prevail.
 - 4) For the purpose of determining “comparable final evaluation rating”, anyone with a final summative evaluation rating of Accomplished, Skilled, and Developing, will be considered comparable.

- c. Third, continuing contract teachers shall be reduced by using the following order:
 - 1) Licensure/Certification
 - 2) Competency as determined by formal evaluation
 - 3) When evaluations are comparable, seniority in the District shall prevail.
 - 4) For the purpose of determining "comparable final evaluation rating", anyone with a final summative evaluation rating of Accomplished, Skilled, and Developing, will be considered comparable
- d. Layoff shall occur by suspension of contract. Nonrenewal shall not be used to effectuate a reduction in force
- e. Using the criteria in this provision, the District will establish the order in which members' contracts are suspended and will recall members in reverse order.
- f. Reasons for all RIF's shall not be arbitrary, capricious or discriminatory.

E. Procedure

- 1. On or before January 10 of each school year, the Superintendent will develop a seniority list. Bargaining unit members shall be placed on all lists for which they are certified/licensed.
- 2. "Seniority" will be defined as the length of continuous service as a certificated/licensed employee under regular contract in this District. Part-time bargaining unit member service shall be counted proportionately to the nearest one-half (1/2).
 - a. Board approved unpaid leaves of absence will not interrupt seniority, but time spent on such leave shall not count toward seniority.
 - b. If two (2) or more bargaining unit members have the same length of continuous service, seniority will be determined by:
 - 1) the date of the Board meeting at which the bargaining unit member was hired; and then by
 - 2) the date the bargaining unit member signed his/her initial employment contract in the District; and then by

3) any remaining ties will be broken by lot.

3. The Board shall notify every affected bargaining unit member and the Association President of those bargaining unit members being released and the recall order. As each bargaining unit member is reinstated, the Board shall notify the Association President.

F. Bumping

1. A bargaining unit member(s) whose position(s) are RIFed shall have the right to bump the least senior person with a comparable or lesser rated evaluation in an area for which they hold a certificate/license. If the bumping employee has more than one area of certification/licensure, the employee to be displaced will be the employee with the least district seniority in any of the bumping employee's areas of certification/licensure with a comparable or lesser rated evaluation. The bargaining unit member being bumped may in turn bump another bargaining unit member using the same criteria until all bumping is completed. The actual change in teaching assignments will be accomplished through assignment and/or transfer by the Superintendent.
2. Written notice of intent to exercise bumping rights must be given to the Superintendent in writing, with a copy to the Association president, within five (5) days of receipt of the written notice of intent to RIF notification. Within five (5) days of receipt of written notice of intent to exercise bumping rights, the Superintendent will provide notification in writing to the displaced employee, using the same criteria until all bumping is completed, and send a copy to the Association president. All written notifications will be sent the same day using electronic mail.

G. Recall

1. Bargaining unit members who are hired for one (1) year or less to replace a bargaining unit member who is on leave of absence shall not have recall rights if they become unemployed due to a reduction in force. Bargaining unit members unemployed as a result of a staff reduction shall be recalled in reverse order of being released, provided the bargaining unit member is certified/licensed.
2. While there are previous bargaining unit members of the District who are unemployed as a result of reduction in staff and who possess proper certification/licensure to fill any vacancy which may arise, no new bargaining unit member(s) shall be hired.
3. The Board shall give written notice of recall by a certified registered and restricted delivery letter to the bargaining unit member at the last known address. It shall be the responsibility of each bargaining unit member to notify the Board Treasurer of any change of address.

4. Within ten (10) business days of the returned certificate of a certified delivery of offer to return to employment, the bargaining unit member shall accept the position by replying in writing or it shall be determined that he/she has declined the position. No new staff member shall be hired until all staff on the RIF list who are certified/licensed have been offered an opportunity in writing to return to active employment in accordance with this Section.
5. Bargaining unit members returning to employment after a reduction in staff shall resume their previous contract status, seniority, salary, and existing fringe benefits.
6. If a bargaining unit member declines an offer to return, or does not answer a request to return, or does not keep his/her address current with the Treasurer's Office, or was on a limited contract and has been on the recall list for twenty-four (24) months from the effective date of the reduction per Section 504B, above, said bargaining unit member shall be removed from the recall list and the Board shall have no further obligation to the bargaining unit member.
7. It shall be the responsibility of all bargaining unit members to have on file in the Superintendent's Office, all valid Ohio Teaching Certificates and/or licenses.
8. A bargaining unit member when on a recall list who becomes certified/licensed in additional areas shall not have bumping rights over a bargaining unit member currently employed. However, said bargaining unit member will be added to the appropriate RIF list in the additional certified/licensed areas.
9. A bargaining unit member who, at the time of RIF, served less than full-time will be recalled per other recall provisions on an equivalent fractional basis as when the RIF occurred to the nearest one-half (1/2) [i.e. a bargaining unit member who taught part-time would be recalled part-time for an equivalent portion of the day/ contract).

505 Superintendent's Teachers' Advisory Council

If convened by the Superintendent, the Advisory Council shall be made up of the Superintendent and four (4) bargaining unit members chosen by the Association. This Council shall not make recommendations which would alter the terms of this Agreement.

506 Evaluation

506.1 Certificated/Licensed Staff with less than 50% of their time in providing content related student instruction

- A. Evaluation criteria will be explained to the staff before formal classroom observation. Said evaluation system will be uniform in relationship to actual form throughout the system. Said evaluation system shall include the use of the same form throughout the District. (See Appendix E) Evaluations done on other than the official form shall not be considered valid by the Board.
- B. Bargaining unit members under limited contracts in the following categories will be evaluated as follows:
 - 1. First year bargaining unit members;
 - 2. bargaining unit members who are new to the District;
 - 3. bargaining unit members in the final year of a contract;
 - 4. bargaining unit members who are eligible for a continuing contract;
 - 5. Any bargaining unit member as requested by the Board, Superintendent, or principal; and
 - 6. Any bargaining unit member who requests to be evaluated.
 - 7. Bargaining unit members on continuing contract will be evaluated at least once every five (5) years.
- C. Evaluation Procedure
 - 1. The bargaining unit member must be evaluated twice in the school year. One evaluation must be conducted no later than January 15, with a written report to the bargaining unit member being due no later than January 25. The second evaluation must be conducted between February 10 and May 1, with a written report to the bargaining unit member being due no later than May 10.
 - 2. A classroom observation will be at least thirty (30) minutes in duration. An observation may be conducted without the bargaining unit member's prior knowledge.
- D. Bargaining unit members who are evaluated have the right to be informed of deficiencies as soon as is practicable. Post-observation conferences will be held within five (5) school days of the observation.

- E. The supervising principal and the Superintendent and/or his/her designee will meet with the bargaining unit member and Association representative prior to nonrenewal, suspension, or termination to give the reasons for the recommendation. The reasons given shall be specifically stated in writing if requested by the bargaining unit member.
- F. Each traveling bargaining unit member shall be assigned to only one evaluator for the purpose of this evaluation procedure. This evaluator may seek input from the administrator(s) (in whose building(s) said traveling bargaining unit member is assigned during the school year) in making the evaluation. Any input shall be provided to the bargaining unit member as part of the evaluation process.
- G. A committee composed of two representatives of the Association and two representatives of the Administration shall meet to discuss any changes to the current evaluation procedure.
- H. Upon agreement of the committee members, any changes will become part of this Agreement.
- I. The evaluation procedures set forth in this Section 506 expressly supersede the procedures set forth under O.R.C. 3319.111. Any alleged violation of the evaluation procedures shall be subject solely to the grievance procedure set forth in Article III.

506.2 Ohio Teacher Evaluation Procedure

- A. For those bargaining unit members where 50% or more of their time is providing content related student instruction, evaluations shall be completed pursuant to the Ohio Teacher Evaluation System. The District, in collaboration with Orrville City School District, Rittman Exempted Village School District and Southeast Local School District has developed an Ohio Teacher Evaluation System Handbook ("OTES Handbook") which is to be updated annually. The OTES Handbook is attached as Appendix I and incorporated within this Agreement. Any annual changes to the OTES Handbook will be incorporated in this Agreement when made and shall be applicable to those bargaining unit members with 50% or more student contact time. To the extent any provision of this section is inconsistent with the OTES Handbook, the OTES Handbook shall prevail.
- B. Evaluation criteria will be explained to the staff before formal classroom observation. The Board will be responsible for providing training for bargaining unit members to assist them in understanding how the evaluation system will be applied. Not later than September 15, or in the case of a new teacher, within thirty (30) days of the first day worked; each teacher will be notified in writing of the name and position of his or her assigned evaluator. Evaluations will be done on the forms set forth in the attached OTES Handbook. Evaluations done on other than the official form shall not be considered valid by the Board.

- C. The teacher evaluation procedure contained in this Agreement applies to the following employees of the District:
1. Teachers working under a license issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Revised Code who spend at least fifty (50) percent of their time providing content-related student instruction.
 2. Teachers working under a permanent certificate issued under section 3319.222 of the Revised Code as it existed prior to September 2003 who spend at least fifty (50) percent of their time providing content-related student instruction.
 3. Teachers working under a permanent certificate issued under section 3319.222 of the Revised Code as it existed prior to September 2006 who spend at least fifty (50) percent of their time providing content-related student instruction.
 4. Teachers working under a permit issued under 3319.301 of the Revised Code who spend at least fifty (50) percent of their time providing content-related student instruction.
- D. The evaluator will not be a bargaining unit member.
- E. The criteria for a performance assessment will be:
1. Assessed based on the standards for the teaching profession and the criteria set forth in the evaluation instrument, Appendix K (the OTES Handbook) to this Agreement.
 2. No misleading, inaccurate, or untimely information may become part of a teacher's performance assessment.
 3. No information shall be collected through use of videotaping or audiotaping without the teacher's knowledge and consent in lieu of a direct evaluation observation.
- F. There will be at least four (4) weeks between observations. If after the second formal observation a teacher's performance is found deficient to the extent that adverse personnel action may result, a minimum of one (1) additional observation shall be conducted.
- G. After the first observation, the bargaining unit member may request that another evaluator be assigned by the Superintendent to conduct the second observation. The request must be directed to the principal who will present the request to the Superintendent. The Superintendent will use his/her discretion in providing a second evaluator, if any. If a second evaluator is brought in per the above, any contract recommendation shall reflect all observations and both evaluations.

- H. The supervising principal and the Superintendent and/or his/her designee will meet with the bargaining unit member and Association representative prior to nonrenewal, suspension, or termination to give the reasons for the recommendation. The reasons given shall be specifically stated in writing if requested by the bargaining unit member.
- I. Each traveling bargaining unit member shall be assigned to only one administrator for the purpose of this evaluation procedure. This administrator may seek input from other administrator(s) (in whose building(s) said traveling bargaining unit member is assigned during the school year) in making the evaluation. Any said input shall be provided to the bargaining unit member as part of the evaluation process.
- J. Walkthrough(s)
 - 1. A walk-through is an informal observation for a limited time period that will normally not exceed ten (10) minutes.
 - 2. Walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.
 - 3. Teachers will have at least one (1) and no more than three (3) walkthroughs included in each evaluation cycle.
 - 4. A general announcement will be made to the staff in the building prior to walkthrough(s).
- K. Improvement Plan
 - 1. The evaluator together with the teacher will formulate the Improvement Plan. The Improvement Plan should include:
 - a. specific performance expectations, resources and assistance to be provided,
 - b. the District will provide for the allocation of financial resources to support professional development for staff on improvement plans.
 - c. timelines for its completion,
 - d. professional indicators documented as unsatisfactory through the formal evaluation process,
 - e. reasonably sufficient time (not less than six (6) weeks) and duration, as to allow the teacher to improve performance to a satisfactory level

2. The District will provide the teacher with trained mentors/coaches as appropriate. The mentors/coaches will be provided release time to allow for meetings/observations with the teacher under an Improvement Plan.
3. If the final evaluation indicates the teacher meets the criteria for the professional indicators for satisfactory performance as outlined in the Improvement Plan, the evaluator of record will recommend that the teacher be returned to a non-improvement plan status.
4. In the event that the teacher and the evaluator cannot agree on the evaluator's expectations for the Improvement Plan, the teacher may request an administrator of the District to facilitate further discussion between the teacher and the evaluator.
5. The teacher shall be entitled to Association representation to any and all conferences in this evaluation procedure.

L. Completion of Evaluation Process

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

- M. The Board shall evaluate each continuing contract teacher who received a rating of Accomplished on the teacher's most recent evaluation conducted under this section once every three (3) school years. Such teacher must meet and maintain the following requirements: have student growth measures (SGM) at ratings of average and/or above average; and a credentialed evaluator shall conduct one observation and one conference with the teacher for each year the evaluation cycle is deferred.
- N. The Board shall evaluate each continuing contract teacher who received a rating of Skilled on the teacher's most recent evaluation conducted under this section once every two (2) school years. Such teacher must meet and maintain the following requirements: have student growth measures (SGM) at ratings of average and/or above average; and a credentialed evaluator shall conduct one observation and one conference with the teacher for each year the evaluation cycle is deferred.
- O. The Board shall not evaluate any teacher who has submitted a notice of retirement that has been acted on by the Board by December 1st of the school year.
- P. The Board shall not evaluate any teacher who has or will be on leave for fifty percent (50%) or more of the school year
- Q. A committee composed of two representatives of the Association and two representatives of the Administration shall meet to discuss any changes to the current evaluation procedure. Any changes agreed upon shall become part of this Agreement after each party's committee members have received approval from their respective principals.

- R. Any alleged violation of the evaluation procedures shall be subject solely to the grievance procedure set forth in Article III.
- S. Failure by the District to adhere to any timeline or condition established in this Agreement shall render the evaluation, including the summative rating, void and shall automatically require re-employment of the teacher for a one year limited contract

507 Multi-Year Limited Teaching Contracts

- A. A bargaining unit member will receive no more than four (4) one-year limited contracts during his/her employment before being granted a two-year limited teaching contract, if said bargaining unit member is not eligible for a continuing contract. A bargaining unit member will receive no more than four (4) two-year limited contracts during his/her employment before being granted a three-year limited teaching contract if said bargaining unit member is not eligible for a continuing contract. A bargaining unit member will continue to receive three-year limited contracts until the bargaining unit member is eligible for a continuing contract or retires. Five-year limited contracts shall continue to be issued to any bargaining unit member currently having a five-year contract.
- B. A bargaining unit member may receive a limited contract of lesser duration than that previously held after being informed about deficiencies.
- C. This Section is not applicable to supplemental contracts.

508 Nonrenewal of Limited Teaching Contracts

- A. Any bargaining unit member to be non-renewed will be provided with written notice of nonrenewal by the Board on or before June 1. The notice will be given via hand delivery or certified mail. Additionally, the Superintendent will notify any teacher he/she intends to recommend for non-renewal by April 30.
- B. Non-renewals of limited teaching contracts will be governed by the grievance procedure set forth in Article III with the review limited to any alleged procedural violations. This provision supersedes O.R.C. 3319.11 and 3319.111.

509 Continuing Contract Eligibility

- A. A bargaining unit member who is eligible for continuing contract consideration must notify the Superintendent in writing on or before September 15 of the school year in which the bargaining unit member becomes eligible in order to be considered for issuance of a continuing contract by June 1st of that school year. A bargaining unit member who does not notify the Superintendent on or before September 15th will not be eligible for continuing contract consideration until April of the following year. This provision is intended to supplement O.R.C. Section 3319.11(B).

- B. The criteria used in determining whether a bargaining unit member will be eligible for a continuing contract will be the criteria set forth in O.R.C. Section 3319.08 and 3319.11.
- C. At the time of convocation, bargaining unit members will receive information regarding the criteria for continuing contract eligibility, including the need to provide notice by September 15, and a copy of the form to be completed. (See Appendix H).

510 Extended Limited Teaching Contracts

In the event the Superintendent believes an extended limited teaching contract (not to exceed two (2) years) is warranted for a bargaining unit member who is otherwise eligible for a continuing contract, the bargaining unit member will receive written notice at least five (5) working days prior to any Board action along with reasons directed at professional improvement. The Board will act on the Superintendent's recommendation for an extended limited teaching contract and the reasons directed at professional improvement on or before June 1. This provision expressly supersedes the procedures set forth under O.R.C. 3319.11(C). Upon subsequent reemployment of the bargaining unit member after the expiration of the extended limited contract, only a continuing contract may be entered into.

511 Disciplinary Action

- A. Disciplinary action of a bargaining unit member for violations of this Contract, Board Policy, professional behavior, or State laws shall only be for just cause.
- B. Such action shall consist of five (5) progressive steps. It is understood that some acts or the severity of the act may itself warrant a second written warning, suspension, or discharge. In those cases, progressive discipline will not be followed.

First Step: Written Warning placed in personnel file.

Second Step: Second Written Warning placed in personnel file.

Third Step: Suspension of up to three (3) workdays with or without pay.

Fourth Step: Suspension of up to ten (10) workdays with or without pay.

Fifth Step: Discharge

- C. Discipline at any of the first three (3) steps will be removed from the bargaining unit member's personnel file two (2) years after being imposed, provided there is no intervening discipline. If there is intervening discipline, discipline at any of the first three (3) steps will be removed from the bargaining unit member's file two (2) years after the most recent discipline was imposed. Discipline at the Fourth Step shall be removed three (3) years after being imposed. provided there is no

intervening discipline. If there is intervening discipline, the Fourth Step discipline will only be removed from the bargaining unit member's personnel file three (3) years after the most recent discipline was imposed.

- D. A suspension without pay may only be determined by the Superintendent.
- E. The following provisions apply beginning with the First Step:
 - 1. All bargaining unit members will be given one (1) school day's advanced written notice of such meeting.
 - 2. All members shall have the right to a representative of his/her choice, at any disciplinary conference with the Administration.
 - 3. If the chosen representative is not available, then the member must select one who is available.
 - 4. The Administration likewise may have representation present.
 - 5. All parties shall have the right to have an equal number of representatives present as a witness at any conference with the Administration.
- F. In the event the Superintendent believes there is just cause to support termination, the bargaining unit member will be afforded an informal hearing before the Superintendent prior to the Superintendent making the recommendation to the Board of Education. The bargaining unit member may request an Executive Session before the Board of Education prior to the Board acting on the Superintendent's recommendation.
- G. Any dispute surrounding disciplinary action, including termination, will be subject solely to the grievance procedure set forth in Article III.

512 School Year and Calendar

- A. The Superintendent will seek input from the Association prior to recommending the annual calendar. Make-up days are adopted as part of the annual Board-adopted calendar with the first five (5) required days being included in the school calendar. If State law or minimum educational standards change the required year, the parties will meet to mutually resolve this problem.
- B. If parent conferences are scheduled by the Administration and/or Board outside the workday, commensurate release time shall be scheduled soon thereafter for all affected staff.
- C. The work year for regular bargaining unit members shall be one hundred eighty-five (185) total days. If State law or minimum educational standards change the required year, the parties will meet to mutually resolve this problem.

- D. Days, in addition to those above, shall be paid by extended time supplemental contract on a per diem rate basis. This excludes any work performed under any other adopted supplemental contract.

513 School Day, Planning Time and Lunch

- A. The bargaining unit member workday shall be no longer than seven and one-half (7 1/2) hours excluding days when staff meetings are conducted. While the Board desires bargaining unit members to provide a reasonable amount of supervision when and where appropriate, the Administration shall not assign responsibility for any student supervision outside of the working day. This is not to suggest bargaining unit members cannot volunteer to supervise students outside the working day. Bargaining unit members covered by supplemental contract under Article VIII are expected to provide student supervision for students involved in the activity covered by the supplemental contract.

- B. Each bargaining unit member shall be granted at least a thirty (30) minute duty-free lunch each school day.

- C. Conference and Planning Time

- 1. High School and Middle School

Each teacher shall be provided planning time equal to at least one (1) teaching period within the workday. Reasonable efforts shall be made to schedule planning time within the student day.

- 2. Elementary

Teachers shall be provided at least two hundred (200) minutes per week during the workday. Reasonable efforts shall be made to schedule planning time within the student day.

- 3. Special Area Teachers

For the purposes of determining conference and planning time, at the start of each school year the Administration shall designate each special area teacher as being either a "High School and Middle School" teacher or an "Elementary" teacher, and conference and planning time will be provided according to the above.

514 Class Size

- A. The pupil-teacher ratio shall meet or exceed the State Minimum Standards. There shall be no less than forty (40) classroom bargaining unit members per 1,000 - Basic ADM and no less than five (5) Education Service Personnel (ESP) per 1,000 students. For purposes of this Section, classroom teachers and ESP teachers shall be defined as per ORC 3317.023.

- B. Principals will make every effort to keep Grades K through 5 at a reasonable number of students. Attempts will be made to have no more than twenty-five (25) students assigned to any bargaining unit member in these grades. Split classes (multiple grades combined in Grades K-5) will be smaller than regular classes and principals will make attempts to provide aide time to bargaining unit members of split sections. Principals will make attempts to provide aide time to bargaining unit members of elementary classes when class enrollment includes twenty-eight (28) or more students.

515 Substitute Teachers

A reasonable attempt will be made to provide substitutes for all teaching areas including special area bargaining unit members. In the event that no regular substitute is available, a principal may ask (a) bargaining unit member(s) to share the load. Bargaining unit members may refuse this request. A bargaining unit member will be paid at a rate of twelve dollars (\$12.00) per hour. The bargaining unit member is responsible to complete the form (Appendix F), have such approved for payment by the principal, and forward completed form to the Treasurer's Office. Payment for such will be included in the next regular scheduled pay after the receipt of the completed form.

516 Part-Time Bargaining Unit Member Rights

- A. Part-time bargaining unit members equivalent to at least half-time (1/2) or more, upon renewal, shall be granted a two (2) year contract after five (5) years of continuous one (1) year contracts.
- B. Part-time bargaining unit members shall be provided sick leave, personal leave, and planning time on a prorated basis, based upon total minutes of actual instructional time.

517 Bargaining Unit Member Rights

A. Student Needs

Nothing in policy shall be construed as requiring a bargaining unit member to administer a medication/drug to a student if the bargaining unit member objects. A bargaining unit member may defer from attending to a student's intimate needs.

B. Student Behavioral Problems; Right to Know

Principals shall make every reasonable effort to notify bargaining unit members of known, potentially violent, behavior problems of students.

C. Teacher Lounge Privacy

Salespersons should seek permission from the Superintendent and Board Treasurer for access to District buildings. When said access has been granted, either the Superintendent or Board Treasurer must communicate to the Association President.

Under no circumstances should a salesperson be stationed in bargaining unit member lounges in the District buildings.

518 Student Tuition Waiver

The Board will waive any tuition of nonresident children of employees covered by this Collective Bargaining Agreement.

519 Complaints

- A. A bargaining unit member who is the subject of a complaint, whether oral or in writing, shall be notified of the complaint by the administrator to whom the complaint was addressed within five (5) days of the receipt of the complaint.
- B. An anonymous complaint, whether oral or in writing, will not be placed in the personnel file of a bargaining unit member. However, such complaint may be the subject for discussion between the administrator and the bargaining unit member. Thereafter, if, in the judgment of the administrator, further investigation is needed, the results of the investigation may be placed in the bargaining unit member's personnel file, and the bargaining unit member shall have the right to attach his/her response.
- C. No complaint or correspondence will be placed in the personnel file. When deemed necessary, the building principal may choose to conduct an investigation into a complaint that may lead to a letter of explanation or reprimand for the bargaining unit member, and a copy of this letter may be placed in the personnel file subject to Section 517.

520 Personnel Files

- A. There shall be only one (1) official personnel file. This shall be kept in the Superintendent's office or safe. Submission of rebuttals, or other matters to be placed in the file, or obtaining copies of materials except classified college/university credentials will be through the Superintendent. Unofficial building principal's file contents may only be used if provided to the bargaining unit member and to the official personnel file prior to being used against the bargaining unit member.
- B. All documents included in a bargaining unit member's personnel file shall be dated, identifiable as to source, relevant to teaching, certification, applicable legal requirements, and performance on the job. No inaccurate information will knowingly be included.
- C. A staff member may review his/her personnel file during the regular business day with reasonable prior notice to the Superintendent. The file will be available for review within one business day following the request. Notwithstanding the above, nothing in this paragraph should be construed to imply access to records when the office is closed.

- D. Bargaining unit members shall be provided a copy of any material that will be placed into the file.

521 **Mentors/Resident Educator**

- A. Purpose

The Resident Educator Program for beginning teachers will provide Ohio's newest educators with coaching, mentoring and guidance that are critical to improving their skills and knowledge and student achievement. The Resident Educator Program will be a program administered by the Dalton Local School District. This program shall not replace the negotiated employee evaluation program.

- B. Definitions

- 1. Resident Educator Program

The four (4) year program is designed to provide newly licensed Ohio educators quality mentoring and guidance. Successful completion of the residency program is required to advance to a five (5) year professional educator license.

- 2. Mentor

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

- 3. Resident Educator

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

- 4. Formative Assessment

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

- C. Mentors/Resident Educator

- 1. Selection of Mentors

The Association President will have the opportunity to provide recommendations to the Resident Educator Coordinator for his/her consideration in selection and assignment of mentors.

2. Qualifications/Roles

- a. The Mentor Teacher must have continuing contract status and have a minimum of three (3) consecutive years of teaching experience in the District.
- b. The Mentor Teacher must be trained to act as a Mentor through the Ohio Department of Education Instructional Mentoring Program.
- c. The Mentor Teacher must hold a valid teaching certificate/license.
- d. The Mentor Teacher must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.
- e. The Mentor Teacher will use the Resident Educator Program formative assessment tools (examples: collaborative log, Ohio Standards for the Teaching Profession reflection tool, goal-setting agreement), and protocols to support the Resident Educator.
- f. The Mentor Teacher does not have a formal evaluative role. The Mentor's role is to support the growth of the resident educator as an instructional mentor through formative assessment tools.

3. Training

Mentor Teachers shall be provided with the following:

- a. An orientation to mentoring responsibilities;
- b. State required mentor training;
- c. Opportunities to consult with and otherwise assist the assigned Resident Educator Teacher on a regular basis, with adequate time within the instructional day allocated for such consultation and assistance.

4. Responsibilities

- a. The Mentor Teacher shall carry out the Resident Educator Program in conjunction with the resident educator as developed by ODE.
- b. Consult with and otherwise assist the assigned Resident Educator Teacher on a regular basis within the instructional day.
- c. The Mentor Teacher will use the Resident Educator Program formative assessment tools (collaborative log, Ohio Standards for

the Teaching Profession reflection tool, goal-setting agreement), and protocols to support the Resident Educator.

- d. The Mentor Teacher does not have a formal evaluative role. The Mentor's role is to support the growth of the Resident Educator as an instructional Mentor through formative assessment tools.

5. Release Time

- a. Each Mentor Teacher shall be granted release time for direct mentoring activities. Release time shall be separate from any other release time covered under this agreement and shall be coordinated by the Superintendent.
- b. Each Mentor Teacher shall be granted release time to attend committee meetings, necessary training and to perform the required committee work.

6. Restrictions

- a. Any or all materials jointly developed by Resident Educator/Mentor Teacher shall not be developed or utilized as a remediation program.
- b. Each Mentor Teacher shall be responsible for no more than two (2) resident educators per year.
- c. The Resident Educator is not required to complete an IPDP or to utilize the LPDC process in his/her first year of teaching.

7. Protections

- a. Other than a notation to the effect that a teacher served as a Mentor Teacher, the teacher's activities as a Mentor Teacher shall not be part of that Resident Educator's evaluation.
- b. No Resident Educator shall be required to remain in a Resident Educator Program after advancing to a professional educator license.
- c. In the event that the District does not comply with the Resident Educator Program the bargaining unit member who is participating in the program shall not be disciplined and/or adversely affected due to the action(s) and/or inaction(s) of the District.
- d. Mentor Teachers shall not participate in the evaluation of any Resident Educator.

- e. Mentor Teacher shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.
- f. No Mentor Teacher shall be requested or directed to divulge information from the written documentation, or confidential Mentor/Resident Educator discussions.
- g. At any time, either the Mentor Teacher or the Resident Educator may exercise the option to have a new mentor assigned. The Mentor and the Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to the exercise of the option and no prejudice or evaluation is to be given such change.
- h. All Mentor Teachers and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.
- i. Mentor Teachers shall communicate directly with the Resident Educators and shall not discuss/report the performance and progress of the Resident Educator with any administrator, assessor, or other teacher.
- j. The regular evaluation of the Mentor Teacher shall not be affected in any aspect by the Resident Educator Program or its demands.
- k. Resident Educators shall be provided all due process provisions allowed by this Agreement and ORC.

NOTE: This program shall not replace the negotiated employee evaluation system.

8. Compensation

- a. Release time shall be provided to the Mentor Teacher and/or Resident Educator as mutually agreed upon with the building principal.
- b. In addition to the mutually agreed upon released time, each Mentor Teacher shall receive a stipend of two (2) percent of the base salary (BA 0) for each Resident Educator. The stipend is to be paid in June of that school year.
- c. The District will pay all training fees required for mentors to receive the mandatory ODE state mentor training.

- d. A log of all classroom visits and consultations shall be submitted to the Superintendent upon request and by June 5 for reimbursement. The stipend will be paid in June of the school year.

ARTICLE VI - BOARD RIGHTS

601 Criminal Records

- A. All new applicants for employment by the Board must submit to a criminal record check at the applicant's cost and provide any information required for such a check including, but not limited to, a fingerprint sample.
- B. The criminal record check will be conducted in the manner prescribed by law.
- C. The Board may employ an applicant prior to receiving a criminal record check report on a conditional basis.
- D. If the results of the criminal record check demonstrates that the Board is prohibited by law from employing the person due to his/her criminal record, the applicant who was conditionally employed will be immediately and summarily dismissed from his/her employment with the Dalton Local Schools.

602 OSHA (Occupational Safety and Health Act)

A. Report Internally First

The parties desire to first deal with safety and health complaints internally to attempt to correct any health or safety allegations. Accordingly, neither the Association nor a bargaining unit member may file a complaint with the Occupational Safety and Health Act Agency until after the Board and administration have been notified of the complaint and have had at least a five (5) business day opportunity to resolve the complaint.

B. Discrimination

A bargaining unit member who wishes to assert a claim of discrimination as defined in ORC 4167 shall first report the concerns to the Superintendent to attempt to resolve the claim. In the event the Superintendent is the alleged discriminator, the teacher shall report directly to the Board President.

603 Management Rights

- A. Unless the Board agrees otherwise in this Agreement, the Board retains the right to:
 - 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 Board, standards of services, 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 Board operations;
 4. Determine the overall methods, process, means, or personnel by which Board operations are to be conducted;
 5. Suspend, discipline, demote, or discharge for just cause or layoff, transfer, assign, schedule, promote, or retain employees;
 6. Determine the adequacy of the work force;
 7. Determine the overall mission of the Board as a unit of government;
 8. Effectively manage the work force;
 9. Take actions to carry out the mission of the Board as a governmental unit.
- B. The Board is not required to bargain on subjects reserved to the management and direction of the Board except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.
- C. A member of the bargaining unit may raise a legitimate complaint or file a grievance based on this Agreement.

ARTICLE VII - SALARY

701 Salary Index

<u>EXP</u>	<u>BA/BS</u>	<u>150 SEM HRS</u>	<u>MA/MS</u>	<u>MA/ MS + 25 SH"</u>
0	1.000	1.038	1.095	1.135
1	1.038	1.081	1.143	1.183
2	1.076	1.124	1.191	1.231
3	1.114	1.167	1.239	1.279
4	1.152	1.210	1.287	1.327
5	1.190	1.253	1.335	1.375
6	1.228	1.296	1.383	1.423
7	1.266	1.339	1.431	1.471
8	1.304	1.382	1.479	1.519
9	1.342	1.425	1.527	1.567

10	1.380	1.468	1.575	1.615
11	1.418	1.511	1.623	1.663
12	1.456	1.554	1.671	1.711
13	1.494	1.597	1.719	1.759
16	1.532	1.640	1.767	1.807
20	1.570	1.683	1.815	1.855
25	1.615	1.733	1.870	1.910
30	1.655	1.773	1.910	1.950

*These must be graduate hours taken after completion of MA/MS.

702 Movement on Index

The base salary shall be \$33,296 for the 2015-2016 school year and \$33,629 for the 2016-2017 school year.

703 STRS Salary Conversion

In the event Ohio law prohibits continuation of the STRS “pick up on the pick up” provided for in Section 902, the base salary will be increased by the percentage of the STRS pick up then in place and if there is additional pick up scheduled to be put into effect, that percentage of pick up will be added to base salary on the date it was scheduled to be implemented as pick up. In the event the Board’s contribution to STRS is reduced from the current 14%, the base salary will be increased by an equal percentage.

704 Salary Schedules.

A. Salary Schedule Effective July 1, 2015

EXP	BACHELOR B	150 SEM HRS 150 SH	MASTER M	MASTER + 25 M+25
0	\$33,296 1.000	\$34,561 1.038	\$36,459 1.095	\$37,791 1.135
1	\$34,561 1.038	\$35,993 1.081	\$38,057 1.143	\$39,389 1.183
2	\$35,826 1.076	\$37,425 1.124	\$39,656 1.191	\$40,987 1.231
3	\$37,092 1.114	\$38,856 1.167	\$41,254 1.239	\$42,586 1.279
4	\$38,357 1.152	\$40,288 1.21	\$42,852 1.287	\$44,184 1.327
5	\$39,622 1.19	\$41,720 1.253	\$44,450 1.335	\$45,782 1.375
6	\$40,887 1.228	\$43,152 1.296	\$46,048 1.383	\$47,380 1.423
7	\$42,153	\$44,583	\$47,647	\$48,978

	1.266	1.339	1.431	1.471
8	\$43,418	\$46,015	\$49,245	\$50,577
	1.304	1.382	1.479	1.519
9	\$44,683	\$47,447	\$50,843	\$52,175
	1.342	1.425	1.527	1.567
10	\$45,948	\$48,879	\$52,441	\$53,773
	1.38	1.468	1.575	1.615
11	\$47,214	\$50,310	\$54,039	\$55,371
	1.418	1.511	1.623	1.663
12	\$48,479	\$51,742	\$55,638	\$56,969
	1.456	1.554	1.671	1.711
13	\$49,744	\$53,174	\$57,236	\$58,568
	1.494	1.597	1.719	1.759
16	\$51,009	\$54,605	\$58,834	\$60,166
	1.532	1.64	1.767	1.807
20	\$52,275	\$56,037	\$60,432	\$61,764
	1.57	1.683	1.815	1.855
25	\$53,773	\$57,702	\$62,264	\$63,595
	1.615	1.733	1.87	1.91
30	\$55,105	\$59,034	\$63,595	\$64,927
	1.655	1.773	1.910	1.950

B. Salary Schedule Effective July 1, 2016

EXP	BACHELOR B	150 SEM HRS 150 SH	MASTER M	MASTER + 25 M+25
0	\$33,629	\$34,907	\$36,824	\$38,169
	1	1.038	1.095	1.135
1	\$34,907	\$36,353	\$38,438	\$39,783
	1.038	1.081	1.143	1.183
2	\$36,185	\$37,799	\$40,052	\$41,397
	1.076	1.124	1.191	1.231
3	\$37,463	\$39,245	\$41,666	\$43,011
	1.114	1.167	1.239	1.279
4	\$38,741	\$40,691	\$43,281	\$44,626
	1.152	1.21	1.287	1.327
5	\$40,019	\$42,137	\$44,895	\$46,240
	1.19	1.253	1.335	1.375
6	\$41,296	\$43,583	\$46,509	\$47,854
	1.228	1.296	1.383	1.423
7	\$42,574	\$45,029	\$48,123	\$49,468
	1.266	1.339	1.431	1.471
8	\$43,852	\$46,475	\$49,737	\$51,082
	1.304	1.382	1.479	1.519

9	\$45,130	\$47,921	\$51,351	\$52,697
	1.342	1.425	1.527	1.567
10	\$46,408	\$49,367	\$52,966	\$54,311
	1.38	1.468	1.575	1.615
11	\$47,686	\$50,813	\$54,580	\$55,925
	1.418	1.511	1.623	1.663
12	\$48,964	\$52,259	\$56,194	\$57,539
	1.456	1.554	1.671	1.711
13	\$50,242	\$53,706	\$57,808	\$59,153
	1.494	1.597	1.719	1.759
16	\$51,520	\$55,152	\$59,422	\$60,768
	1.532	1.64	1.767	1.807
20	\$52,798	\$56,598	\$61,037	\$62,382
	1.57	1.683	1.815	1.855
25	\$54,311	\$58,279	\$62,886	\$64,231
	1.615	1.733	1.87	1.91
30	\$55,656	\$59,624	\$64,231	\$65,577
	1.655	1.773	1.910	1.950

705 Compensation for Teaching On-Line Courses

A. Compensation for Teaching During Planning Period

A bargaining unit member who instructs on-line courses in lieu of a planning period will be paid \$100 per student (Dalton or other), up to a cap of \$1,000 per semester or \$1,500 per full school year.

B. Compensation for Teaching During Class Period

A bargaining unit member who instructs on-line courses during an assigned class period will be paid \$100 per student (other than Dalton), up to a cap of \$1,000 per semester or \$1,500 per full school year.

706 Dual Credit

Teachers who teach dual credit classes approved by the Ohio Board of Regents will receive a \$500 stipend per semester class the second pay in June.

707 College Credit Plus (CCP)

Teachers who teach CCP classes approved by the Ohio Board of Regents will receive a \$500 stipend per semester class the second pay in June.

- A. The opportunity to teach any course offered by the school district through CCP shall be offered to all members of the bargaining unit who are qualified to teach the course.

- B. A teacher being requested by the board to teach a CCP class has the right to refuse such a request.
- C. Any evaluation done by the Higher Education institution of a bargaining unit member teaching a CCP class will not have that evaluation impact the teacher's individual OTES evaluation.

708 Stipend for Licensure, Background Checks, and Supplies

Members shall receive an annual stipend of One Hundred Dollars (\$100) added to their base salary to offset costs including costs associated with renewal of teaching license, background checks, and any out-of-pocket costs associated with teaching supplies. This stipend will be paid as a lump sum with the final pay in June.

ARTICLE VIII - SUPPLEMENTAL SALARY

801 Calculation of Supplemental Salary

To determine salary for the 2015-2016 school year, multiply index X by the 2015-2016 base salary (BA - No Experience - \$33,296). To determine salary for the 2016-2017 school year, multiply index X by the 2016-2017 base salary (BA - No Experience - \$33,629).

802 Initial Years of Experience

Initial years of experience will be determined by the Superintendent.

803 Timing of Payment

Payment for supplemental duties will be made with a separate check on the following basis:

- A. One-half (1/2) of the supplemental salary shall be paid within three (3) weeks of the midway point of the obligation.
- B. The remainder of the supplemental salary shall be paid within three (3) weeks of receiving written notification in the Treasurer's office of completion of the duties.
- C. A standard form shall be completed for "end of duty" notification.

804 Duration

Supplemental contracts shall have a maximum duration of one (1) year.

805 Schedule

- A. The schedule of positions and index does not imply that the Board must fill any with similar positions and would reflect cooperation and agreement between the Superintendent and the Association.

B. It may become necessary to split the duties and, therefore, the remuneration for such based upon a variety of factors related to the activity and/or the need at hand or the availability of personnel. The responsibility for an activity and the remuneration for such may be split between the personnel as may be necessary and appropriate. The splitting may occur when two (2) persons who desire such, satisfy the building principal and the Superintendent that such splitting will not adversely affect the activity and, in fact, will strengthen the potential for success of such. In addition, the parties must be in agreement regarding the split - - agreeing to the split and to the percentage of split (duty and stipend). The stipend for each shall be based on the appropriate percentage agreed to by the personnel and Administration. The total percentage for both splitting an activity shall be equal to one hundred percent (100%). The stipend for each person cooperating in the split shall be based on his/her individual experience credit.

<u>Supplemental Activity</u>	<u>Years of Service Credit</u>						
	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>15</u>
Athletic Director	0.150	0.160	0.170	0.180	0.190	0.200	0.210
Intermediate Athletic Director	0.070	0.075	0.080	0.085	0.090	0.095	0.100
Intermediate Athletic Assistant	0.013	0.015	0.017	0.019	0.021	0.023	0.025
Varsity Baseball	0.085	0.090	0.095	0.100	0.105	0.110	0.115
Reserve Baseball	0.070	0.075	0.080	0.085	0.090	0.095	0.100
Freshman Baseball	0.065	0.070	0.075	0.080	0.085	0.090	0.090
Head Varsity Basketball	0.140	0.150	0.160	0.170	0.180	0.190	0.200
Reserve Basketball	0.085	0.090	0.095	0.100	0.105	0.110	0.115
Freshman Basketball	0.070	0.075	0.080	0.085	0.090	0.095	0.100
Intermediate Basketball	0.060	0.065	0.070	0.075	0.080	0.085	0.090
6th Grade Basketball	0.015	0.017	0.019	0.021	0.023	0.025	0.025
HS Cheerleader Advisor (Football/Basketball)	0.065	0.070	0.075	0.080	0.085	0.090	0.095
HS Cheerleader Advisor (Football only)	0.026	0.028	0.030	0.032	0.034	0.036	0.038
HS Cheerleader Advisor (Basketball only)	0.039	0.042	0.045	0.048	0.051	0.054	0.057
Intermediate Cheerleader Advisor	0.055	0.060	0.065	0.070	0.075	0.080	0.085
Varsity Cross Country	0.085	0.090	0.095	0.100	0.105	0.110	0.115
Assistant Varsity Cross Country	0.055	0.060	0.065	0.070	0.075	0.080	0.085
Intermediate Cross Country	0.055	0.060	0.065	0.070	0.075	0.080	0.085
Head Varsity Football	0.140	0.150	0.160	0.170	0.180	0.190	0.200
Assistant Varsity Football	0.085	0.090	0.095	0.100	0.105	0.110	0.115
Freshman Football	0.070	0.075	0.080	0.085	0.090	0.095	0.100
Head Intermediate Football	0.060	0.065	0.070	0.075	0.080	0.085	0.090
Assistant Intermediate Football	0.055	0.060	0.065	0.070	0.075	0.080	0.085
Varsity Golf	0.085	0.090	0.095	0.100	0.105	0.110	0.115
Assistant Varsity Golf	0.055	0.060	0.065	0.070	0.075	0.080	0.085
Varsity Softball	0.085	0.090	0.095	0.100	0.105	0.110	0.115
Reserve Softball	0.070	0.075	0.080	0.085	0.090	0.095	0.100
Varsity Track	0.085	0.090	0.095	0.100	0.105	0.110	0.115
Varsity Track (One Coach)	0.110	0.115	0.120	0.125	0.130	0.135	0.140
Assistant Varsity Track	0.060	0.065	0.070	0.075	0.080	0.085	0.090
Intermediate Track	0.060	0.065	0.070	0.075	0.080	0.085	0.090
Varsity Volleyball	0.085	0.090	0.095	0.100	0.105	0.110	0.115
Reserve Volleyball	0.070	0.075	0.080	0.085	0.090	0.095	0.100
Freshman Volleyball	0.065	0.070	0.075	0.080	0.085	0.090	0.095
Intermediate Volleyball	0.055	0.060	0.065	0.070	0.075	0.080	0.085
Weight Room Supervisor	0.030	0.035	0.040	0.045	0.050	0.055	0.055

<u>Supplemental Activity</u>	<u>Years of Service Credit</u>						
	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>15</u>
Varsity Wrestling	0.085	0.090	0.095	0.100	0.105	0.110	0.115
Intermediate Wrestling	0.055	0.060	0.065	0.070	0.075	0.080	0.085
Faculty Manager	0.050	0.055	0.060	0.065	0.070	0.075	0.080
Academic Challenge	0.030	0.035	0.040	0.045	0.050	0.055	0.060
Intermediate Academic Challenge	0.015	0.017	0.019	0.021	0.023	0.025	0.027
NHS Advisor	0.015	0.017	0.019	0.021	0.023	0.025	0.027
Power of the Pen	0.012	0.013	0.014	0.015	0.016	0.017	0.018
Forensic Program (Speech)	0.015	0.017	0.019	0.021	0.023	0.025	0.027
Forensic Program (League)	0.015	0.017	0.019	0.021	0.023	0.025	0.027
6th Grade Outdoor Education Coordinator	0.025	0.027	0.029	0.031	0.033	0.035	0.037
6th Grade Outdoor Education Staff	\$10.00 per night						
HS Yearbook Advisor	0.060	0.065	0.070	0.075	0.080	0.085	0.090
Intermediate Yearbook Advisor	0.030	0.035	0.040	0.045	0.050	0.055	0.060
HS Newspaper Advisor	0.014	0.015	0.016	0.017	0.018	0.019	0.020
Intermediate Newspaper Advisor	0.011	0.012	0.013	0.014	0.015	0.016	0.017
HS Student Council Advisor	0.015	0.017	0.019	0.021	0.023	0.025	0.027
Intermediate Student Council Advisor	0.022	0.025	0.028	0.031	0.034	0.037	0.040
FTA Advisor	0.010	0.010	0.010	0.010	0.010	0.010	0.010
Junior Class Advisor	0.027	0.031	0.034	0.034	0.037	0.037	0.040
Majorette Advisor	0.010	0.011	0.012	0.013	0.014	0.015	0.016
HS One Act Play	0.035	0.038	0.041	0.044	0.047	0.050	0.053
HS Fall Production	0.045	0.049	0.053	0.057	0.061	0.065	0.069
HS Head Teacher	0.012	0.013	0.014	0.015	0.016	0.017	0.018
Dalton Elementary/Middle Head Teacher	0.010	0.011	0.012	0.013	0.014	0.015	0.016
Instrumental Music Director	0.100	0.110	0.120	0.130	0.140	0.150	0.160
Pep Band Director	0.010	0.011	0.012	0.013	0.014	0.015	0.016
Music Specialist	0.010	0.011	0.012	0.013	0.014	0.015	0.016
Show Choir	0.035	0.038	0.041	0.044	0.047	0.050	0.053
Director-All School Musical	0.070	0.075	0.080	0.085	0.090	0.095	0.100
Assistant Director-All School Musical	0.035	0.038	0.041	0.044	0.047	0.050	0.053
Director - HS Men's and/or Women's Chorus	0.012	0.013	0.014	0.015	0.016	0.017	0.018
Music Director - All School Musical	0.035	0.038	0.041	0.044	0.047	0.050	0.053
Orchestra Director-All School Musical	0.010	0.011	0.012	0.013	0.014	0.015	0.016
Stage Construction-All School Musical	0.015	0.017	0.019	0.021	0.023	0.025	0.027

ARTICLE IX - OTHER COMPENSATION

901 Severance Pay

- A. Dalton bargaining unit members who have earned ten (10) years or more of service with another district(s) in this State combined with service in the Dalton Local Schools and have less than ten (10) years with the Dalton Local Schools will receive severance pay of up to thirty (30) days based on one-fourth (1/4) of accrued, unused sick leave.

- B. Bargaining unit members with ten (10) years and above service in the Dalton Local School District will receive severance pay of one-third (1/3) of his/her accrued, unused sick leave up to a maximum of seventy (70) days.

- C. In order to receive payment under provisions A or B, above, a bargaining unit member must have retired from service with the district and immediately retired under the Ohio State Teachers Retirement System (STRS) or another state of Ohio retirement system. Payment of severance pay shall be made by the latest of (i) December 31 of the calendar year in which the member terminates employment with the District, or (ii) the fifteenth (15th) day of the third calendar month following the date of the member's termination of employment with the District. Unless the District otherwise receives notice of the member's retirement from STRS, the member shall be required to submit proof of retirement by presenting (to the Board Treasurer) of a copy of the first check received by the bargaining unit member from STRS or a copy of the first automatic deposit slip representing such within 30 days of receiving the first payment.
- D. Payment will be made based upon the daily rate of the bargaining unit member at the time of receipt of severance pay.
- E. By receiving payment of this unused sick leave, an employee forfeits all accrued and unused sick leave at the time of retirement.
- F. After having retired from any school district, any bargaining unit member reemployed by the Board will not be eligible for any payment under Section 901.

902 STRS Pick-Up Through Salary Reduction

The Board agrees to pick-up (assume and pay) contributions to the State Teachers Retirement System (STRS) on behalf of the certificated/licensed employees, in the amount of four percent (4%); reported to STRS as earnings, and to continue paying the remaining portion of the bargaining unit member's contribution, at no additional cost to the Board as follows:

- A. Except as modified by the above paragraph, the amount to be picked up and paid on behalf of each bargaining unit member shall be equal to that required by STRS of the bargaining unit member's compensation. The bargaining unit member's annual compensation shall be reduced by an amount equal to the amount to be picked up and paid by the Board.
- B. The pick-up percentage shall apply uniformly to all bargaining unit members in the bargaining unit and shall be included in earnings for retirement purposes for all certificated staff. The Board shall pay retirement on the picked-up amount.
- C. No bargaining unit member covered by this provision shall have the option to elect a wage increase or other benefit in lieu of Board pick-up.
- D. The pick-up shall apply to all compensation including supplemental earnings thereafter.

- E. The Board shall be held harmless from any action by the State or Federal government to terminate or modify this plan. All monies owed by bargaining unit members will solely be their responsibility.

903 Professional Development Committee (LPDC)

A. Operation

1. A Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans for Continuing Education Units, organizing and planning in-service programs, mentor training, mentor programs in conjunction with the Administration, Continuing Education Units (if approved by the State of Ohio), identifying and establishing priorities for District staff development, and serving as one discussion group for instruction and curriculum issues.
2. The term of office for LPDC members shall be three (3) years.
3. The LPDC shall be composed of three (3) persons appointed by the Association and two (2) persons appointed by the Superintendent. Corresponding vacancies arising during the term shall be filled in the same manner.
4. The Chairperson and LPDC decisions shall be determined by majority vote of the LPDC.
5. The LPDC shall develop and maintain an independent appeals procedure for appeals of decisions by the LPDC, whose decisions are not grievable. Administrators, whose plans are denied, may appeal to the Board of Education per the appeals procedure as the alternative to the LPDC's independent appeals process.
6. The LPDC will meet four (4) one-half (1/2) days during the work year. Substitutes will be provided, as necessary, by the Board. The agenda for the meeting will be distributed in advance of the meeting. Additional meetings up to four (4) one-half (1/2) days, established in collaboration with the Superintendent, outside the workday, shall be compensated at the rate of one-half (1/2) substitute pay plus ten dollars (\$10.00) per person per one half (1/2) day.
7. LPDC members shall be afforded the opportunity to attend training related to performance of their duties, subject to the Superintendent's prior approval. Where such training occurs during the regular workday, paid release time shall be granted not subject to any professional leave restrictions but subject to the approval of the Superintendent, whose approval shall not be unreasonably withheld. Such training may constitute an appropriate "equivalent" activity for LPDC members. Expenses for

approved training shall be reimbursed in accordance with provisions of the Collective Bargaining Agreement in force at the time of the training.

8. Secretarial services, certificate/license tracking services, and storage of information and files for the LPDC shall be provided for and/or paid by the Board working in collaboration with the Superintendent.
9. Educational plans shall be submitted in writing to the LPDC for consideration. Any questions that the LPDC may have of an individual shall be submitted to such in writing. If there are further questions or concerns of the LPDC, the individual may be required to appear in person before the LPDC.
10. Miscellaneous
 - a. The LPDC shall keep records of its meetings (minutes), decisions, and recommendations. Copies of such records shall be maintained in the office of the Treasurer.
 - b. The LPDC shall not have authority to revise, change, delete, or modify any article/provision of the collective bargaining agreement except as otherwise provided herein.
 - c. The LPDC shall not have authority to revise, change, delete, or modify any article/ provision of state law and regulation.
 - d. In the event of legislative action by the Ohio General Assembly that impacts in anyway on this topic matter, the parties to the collective bargaining agreement agree to reconvene bargaining to make appropriate adjustments, if any.

B. Tuition Reimbursement

The Board shall appropriate for each fiscal year twenty thousand two hundred and fifty dollars (\$20,250) effective July 1, 2015, plus seven hundred fifty dollars (\$750.00) per year for each additional year of the Contract, to provide supplemental pay to bargaining unit members with two (2) or more years at Dalton for earned college credit subject to the following conditions:

1. The college course must be taken in the bargaining unit member's area of certification/ licensure, or in directly related fields, or other areas if approved under Section 903B2, below.
2. The bargaining unit member desiring such pay must register with the Superintendent on the appropriate form provided for this purpose prior to enrolling in the college course.

- a. The Superintendent MAY waive the "prior registration" clause should circumstances merit.
 - b. The Superintendent MAY approve accredited correspondence courses/television courses and non-credit coursework.
3. It is the bargaining unit member's responsibility to submit written verification of satisfactory completion of such course(s). Written verification must be in the form of an official transcript of completed credit at an accredited college or university, with a grade of "B" or better ("Pass," if on a pass/fail basis) to the Superintendent at the conclusion of the term (semester, quarter, trimester). In order to be eligible for reimbursement within the same calendar year as that when the course was taken, the official transcript must be received by the Superintendent no later than May 31. Failure to supply official transcript negates reimbursement.
4. The amount of reimbursement shall be determined as follows: Total monies for year divided by total hours submitted during the fiscal year (June 1 - May 31) to determine the value of reimbursement per hour. Each bargaining unit member shall be reimbursed for the number of hours approved X the dollar amount per hour not to exceed six (6) hours per fiscal year. Total payment shall not exceed one hundred percent (100%) of the cost of the course(s). If any money remains, the amount shall be re-divided among the applicants until all funds are gone or all applicants have received one hundred percent (100%) reimbursement.
5. The reimbursement is to be payable as a single sum in a separate check within three (3) weeks following the date ending the fiscal year (July 1 to June 30).
6. Each bargaining unit member receiving pay under this Section, prior to his/her receipt of such pay, shall agree that he/she will teach in this District for at least one (1) full school year following receipt of such pay. If such bargaining unit member fails to teach in the District for the required period, the amount of such tuition pay received during the prior school year shall be deducted from said bargaining unit member's final pay.
7. If the Board requires the bargaining unit member to take a specific course, the bargaining unit member shall be paid one hundred percent (100%) of the tuition within three (3) weeks following the date ending the fiscal year using Board monies rather than the designated Professional Development monies. It is the bargaining unit member's responsibility to submit written verification of satisfactory completion of such course(s). Written verification must be in the form of an official transcript of completed credit at an accredited college or university, with a grade of "C" or better ("Pass," if on a pass/fail basis) to the Superintendent at the conclusion of the term (semester, quarter, trimester). In order to be eligible for reimbursement

within the same calendar year as that when the course was taken, the official transcript must be received by the Superintendent no later than May 31. Failure to supply official transcript negates reimbursement.

904 Mileage

Bargaining unit members who are required by the Board and/or Administration to travel to locations outside the District from Dalton school buildings shall be paid the IRS rate per mile traveled. Bargaining unit members who have teaching assignments which require them to travel daily between the Dalton Elementary/Middle School and the High School shall receive a lump sum of one hundred dollars (\$100.00) per year payable in June. This provision does not apply to supplemental assignments.

ARTICLE X – INSURANCE

1001 Eligibility for Coverage

In order to be eligible for insurance, an employee must be contracted for at least 30 hours per week. However, bargaining unit members employed prior to December 31, 2006, under contract working half days or more and who have health insurance, shall be eligible for all insurances.

Employees may not be paid cash in lieu of insurance benefits.

1002 Coverage (See Plan Booklet for COG adopted coverage information)

The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council (COG). The Board shall provide health, dental and life insurance through the COG. The coverage shall be the standardized COG specifications.

1003 Medical

The Board will pay 80% of the premium for family coverage and 85% for single coverage.

1004 Preferred Provider – Doctors/Hospitals

- A. The parties agree that one or more Preferred Provider Organizations (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program. Anyone as of August 1, 2009 who has the traditional Mutual Health Program instead of the PPO may continue such participation.
- B. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County OEA office representative.

1005 Prescription Drug - Preferred Provider

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

- A. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.
- B. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.
- C. The deductible will be waived.
- D. The list of covered expenses shall be agreed upon by the COG and the Stark County OEA representative.
- E. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.
- F. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

1006 Life Insurance

A. Board-Provided Coverage

The Board shall provide term life and accidental dismemberment coverage in the amount of fifty thousand dollars (\$50,000) for each teacher.

B. Purchase of Additional Coverage

Bargaining unit members may purchase additional life insurance at the group rate in \$5,000 increments, up to a maximum of \$60,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

1007 Dental Insurance

The Board shall provide dental coverage and pay 100% of the premium.

1008 SECTION 125 TAX SHELTER

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided, under IRS Section 125.

All COG employers must offer the IRS Section 125 tax shelter provided through the COG. If an employee elects to utilize any of the IRS 125 benefits, the administrative cost shall be shared equally between the employee and the employer

1009 PREMIUM HOLIDAYS: If the employer receives a premium holiday(s), the employees shall not be required to pay their portion of the premium(s) for the holiday month(s).

1010 SPOUSAL COVERAGE: Any new Participants to the COG, after June 30, 2015, with working spouses who have the ability to be covered under an insurance plan through his/her place of employment, will be required to take his/her plan as their primary plan. This provision does not apply to a participant who had insurance with one COG employer and immediately thereafter, moved to another COG employer. If the spouse is required to pay forty (40%) percent or more of the premium with his/her employer, the requirements of this section shall not apply.

1011 SAME SEX MARRIAGE: If state law recognizes same-sex marriage, the COG plan specifications will be modified to include those individuals.

ARTICLE XI - LIABILITY SETTLEMENT

If a settlement occurs in a negligence claim in which a bargaining unit member is named as a party and the settlement is without the express written approval of the affected bargaining unit member, the settlement of the liability claim shall not be used by the Board and/or administration as any detriment, reprisal, or blemish on the employee's record.

ARTICLE XII - ASSOCIATION RIGHTS

1201 Mailboxes

The Association shall be permitted to use bargaining unit members' mailboxes according to ORC 4117.11A(2).

1202 Bulletin Boards

The Association shall have the right to use the bulletin boards in each faculty lounge for official Association postings.

1203 Association Dues/Fees

- A. The Board shall deduct the periodic dues of Association members and shall deduct a fair share fee (in the manner described below) from all nonmembers of the Association equal to Association and affiliate dues.
- B. A bargaining unit member who does not elect to become a member of the Association within sixty (60) calendar days following his/her initial day of actual work shall be required to pay the Association the fair share fee. No service fee shall be assessed or collected during the first days following a new employee's initial day of actual work.
- C. The Association agrees to hold the Board harmless in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collection of service fees or dues, and to indemnify the Board for any liability imposed on it as a result of any such suit, claim or administrative proceeding, including attorney fees and court costs. For purposes of this section, the term "Board" includes the Board of Education of the Dalton Local School District, its members, the Treasurer, the Superintendent, and all members of the administrative staff.
- D. Association dues/service fees deducted from bargaining unit members' paychecks will be provided to the Association Treasurer not later than five (5) calendar days after issuance of that particular pay.
- E. Association dues/service fees shall be deducted equally from each remaining paycheck on a contract year basis. The Association Treasurer shall notify the Board Treasurer of the amount to be deducted for each employee by the end of the first week of September. The Association shall not grieve non-intentional mistakes in deductions made by the Treasurer, so long as the errors are corrected in a reasonable time.
- F. The Board Treasurer shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee to be deducted shall be the annual fair share fee less the amount of dues previously paid through payroll deduction.

ARTICLE XIII - INTENT AND DURATION

1301 Ratification Date

This Agreement is made and entered into this 22nd day of June, 2015 by and between the Board on behalf of the Board and Administration and the Association on behalf of themselves and all bargaining unit members. All parties agree to comply with the provisions of this Agreement.

1302 Ratification/Approval

Both the Board and the Association have accepted and ratified this Agreement witnessed by their representatives whose signatures appear herein.

1303 Conflict of Law

This Agreement is the total negotiated agreement between the Board and the Association. If there is any conflict between this Contract and any policy or practice, this Contract shall be controlling. Should any provision of this Agreement or any application of this Agreement be found to be contrary to ORC or Federal law, the parties shall meet within ten (10) working days of a request by either party to determine the extent and reword the section of the Contract, if any, found to be contrary to law.

1304 Binding Agreement

The execution of this Agreement constitutes a legal and binding document on both parties and may not be changed, altered, or modified by either party unless done in accordance with this Agreement.

1305 Effective Date

This Agreement is effective July 1, 2015 through June 30, 2017.

1306 Days Defined

“Days” in this Contract are calendar days unless otherwise specified.

1307 Superintendent’s Designee

Board appointed designee when the Superintendent is on leave.

FOR THE ASSOCIATION

Sara Lynn Brummett
Team Member

Scotty Moore
Team Member

Debbie J. Hill
Team Member

Alton D. ...
Team Member

[Signature]
Designated Representative

Sara Lynn Brummett
President

Secretary

FOR THE BOARD

[Signature]
Team Member

[Signature]
Team Member

[Signature]
Team Member

[Signature]
Superintendent

[Signature]
Designated Representative

DALTON LOCAL SCHOOLS
GRIEVANCE FORM

LEVEL _____

NAME: _____ Building: _____

Description of act(s) on which grievance is based and provision(s) of contract allegedly violated:

Relief Sought: _____

Signature of Aggrieved _____ Date filed at this Level _____

Signature of Supervisor/Principal/Superintendent/Board _____ Date Received _____

DISPOSITION RENDERED _____

Signature of Person Rendering Disposition _____ Date _____

(Attach additional pages if necessary to complete any section.)
cc: Dalton Education Association

APPENDIX B

REQUEST FOR ATTENDANCE AT PROFESSIONAL MEETINGS FORM

NAME _____ BUILDING _____ DATE _____

1. Local District Meetings or other meetings (e.g. COMMITTEE MEETINGS) which are compensated by early or full day dismissal of pupils or by bargaining unit member leave from classroom duties are not eligible for reimbursement.
2. When two or more persons from the District are attending the same meeting, reimbursement will be made for one car only unless the group numbers more than five. This ratio will be used for car reimbursement.
3. Requests for transportation reimbursement, other than by car, will be considered individually.
4. Mileage will be paid at the Board approved rate.
5. This application, with any pertinent information, should be submitted to your principal at least five (5) days before the date of the meeting.

Professional Meeting _____ Location of Meeting _____
 Date(s) of Meeting _____ Dates of absence from class _____

Briefly explain, on the back of this sheet, the professional significance of this meeting and why you feel it is important for you to attend.

If you are requesting reimbursement, please estimate your expenses:

Registration	\$ _____	
Mileage	\$ _____	
Meals and Room	\$ _____	(Not included in registration)
TOTAL	\$ _____	

Signature _____ Building _____ Position _____

REQUEST APPROVED _____ REQUEST DENIED _____

PRINCIPAL _____ DATE _____

COMMENT:

REQUEST APPROVED _____ REQUEST DENIED _____

SUPERINTENDENT _____ DATE _____

COMMENT:

If the request is not approved, the application shall be returned to the bargaining unit member with reasons for nonapproval.

TREASURERS COPY

THIS SECTION TO BE RETURNED TO THE TEACHER

NAME OF TEACHER _____ DATE _____

YOUR REQUEST TO ATTEND A PROFESSIONAL MEETING ON _____ AT AN ESTIMATED COST OF _____
 _____ HAS BEEN APPROVED _____ HAS NOT BEEN APPROVED _____

REASONS FOR DISAPPROVAL:

IF YOUR REQUEST HAS BEEN APPROVED, WHEN YOU RETURN FROM THE MEETING, PROCURE AN EXPENSE ACCOUNT VOUCHER FROM YOUR PRINCIPAL, GIVE THE INFORMATION REQUESTED, ATTACH RECEIPTS, AND RETURN TO PRINCIPAL WHO WILL FORWARD VOUCHER TO THE TREASURER

PRINCIPAL _____

DALTON LOCAL SCHOOL DISTRICT
Form for Sick Leave, Personal Leave, Compulsory Leave, Child Care Leave

EMPLOYEES NAME _____ DATE SUBMITTED _____
POSITION OR ASSIGNMENT _____

I hereby request ___ day(s) of Sick Leave ___, Personal Leave ___, Compulsory Leave ___, Child Care Leave ___
beginning at ___ AM/PM on Mo. ___ Day ___ Year ___, and ending at ___ AM/PM on Mo. ___ Day ___ Year _____

Sick Leave

1. Applicant states that this request is being made for the use of sick leave as provided in ORC 3319.141 and that the use of such sick leave is justified for the following reason: ___ personal illness; ___ personal injury; ___ exposure to contagious disease: ___ illness, injury or death in immediate family.
2. Was medical attention required? Yes ___ No ___ If Yes, please state name and address of the physician and consultation date:
Name _____ Address _____ Date Consulted _____
3. If leave is requested because of illness, injury or death in immediate family, please list the individual's name, address and relationship:
Name _____ Address _____ Date Consulted _____

I HEREBY CERTIFY THAT THE INFORMATION PRESENTED IS A TRUE STATEMENT OF THE FACT(S).
SIGNATURE (REQUIRED) _____ SS# _____

THIS SECTION TO BE COMPLETED BY PRINCIPAL, SUPERVISOR, OR SUPERINTENDENT:

1. A substitute will be/was necessary for this leave of absence: Yes ___ No ___ Name of Substitute _____
2. ___ Leave request is being referred to the Personal Leave Committee for consideration. Date _____
3. ___ Leave request is approved with pay.
4. ___ Leave request is approved without pay.
5. ___ Leave request is denied.

TREASURER'S COPY Signature _____
Principal, Supervisor, or Superintendent

Cut Line -----

THIS SECTION TO BE COMPLETED BY PRINCIPAL, SUPERVISOR, OR SUPERINTENDENT AND
RETURNED TO EMPLOYEE:

EMPLOYEE'S NAME _____ DATE RETURNED _____
Your request for ___ day(s) of Sick Leave ___, Personal Leave ___, Compulsory Leave ___, Child Care Leave ___
on _____ (dates) has been considered as follows:

1. A substitute will be/was necessary for this leave of absence: ___ Yes ___ No
Name of Substitute _____
2. ___ Leave request is being referred to the Personal Leave Committee for consideration. Date _____
3. ___ Leave request is approved with pay.
4. ___ Leave request is approved without pay.
5. ___ Leave request is denied.

EMPLOYEE'S COPY Signature _____
Principal, Supervisor, or Superintendent

Sick Leave

- A. Each bargaining unit member who is employed by the Board shall be entitled to fifteen (15) days sick leave with pay for each year under contract, which shall be credited at the rate of one and one-fourth (1-1/4) days per month. Teachers and nonteaching school employees, upon approval of the responsible administrative officer of the School District, may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the bargaining unit member's immediate family. The Board shall require a bargaining unit member to furnish a written, signed statement on forms prescribed by such Board to justify the use of sick leave. If medical attention is required, the bargaining unit member's statement shall list the name and address of the attending physician and the dates when he was consulted. Falsification of a statement is grounds for a suspension or termination of employment under Sections 3319.081 and 3319.16 of Ohio Revised Code.
- B. Upon his/her initial employment by the Dalton Local School District, a bargaining unit member not transferring sick leave from another district, shall be granted an advance of five (5) days sick leave.
- C. The limitations on sick leave presented herein are for bargaining unit members of the Dalton Local School District.
- D. Teachers do not accumulate sick leave for time in military service.
- E. The maximum accumulated sick leave for any bargaining unit member shall be 250 effective 7/1/2013.
- F. For illness or injury, immediate family shall be interpreted to mean: parent, child, spouse, sister, brother, aunt, uncle, grandparent, mother-in-law, father-in-law, or any other resident living in the bargaining unit member's home.
- G. For death, immediate family shall be interpreted to mean: parent, child, spouse, sister, brother, aunt, uncle, grandparent, mother-in-law, father-in-law, or any other resident living in the bargaining unit member's home.
- H. Upon returning to duty, all bargaining unit members shall complete the required absence form, which will be considered an affidavit, to justify the use of any sick leave.
- I. When a bargaining unit member is absent, he/she shall telephone the building principal in sufficient time to arrange for his/her classes.

Personal Leave

- A. Each regularly employed bargaining unit member under contract to the Board shall be permitted three (3) unrestricted days of absence during the school year with full pay to conduct personal business.
- B. The following guidelines will be in effect:
 - 1. Not more than two (2) bargaining unit members in each building - High School, Intermediate, Dalton Elementary, and one (1) bargaining unit member at Kidron Elementary may use personal leave any one day. Administrators may adjust this limit upward in emergency or extenuating circumstances.
 - 2. Prior approval is necessary, except for emergencies.
 - 3. In an emergency situation, the same form must be completed and submitted within two (2) days after the bargaining unit member returns to work.
 - 4. Request forms are available from the building principal or supervisor and must be submitted to him/her for approval.

Personal Leave (Cont'd)

5. The principal or supervisor will act on the request, notify the bargaining unit member, and forward the form to the Treasurer for processing.
6. When the request is a borderline situation, it will be referred to the Personal Leave Committee for a decision. This Committee will be composed of principals, the Superintendent, and one (1) bargaining unit member appointed by the Association.
7. Personal leave should not be requested for the day before or the day following a holiday, except for an emergency.
8. Requests should be submitted at least two (2) days before the requested date.
9. Personal leave is noncumulative.
10. Personal leave is not to be used for recreational purposes or to extend any school vacation or holiday, unless specific reason for the request is approved, in advance, by the Administration.
11. Personal days are not to be used the first two (2) weeks and last two (2) weeks of school unless approved in advance by the Administration.

Compulsory Leave

Release time shall be granted for required appearances in court or other tribunal where the bargaining unit member is a defendant, witness, or on jury duty. The bargaining unit member shall attach to the form, the substantiation given by the court or other tribunal for required attendance. Witness fees and jury duty pay must be forwarded to the Board within ten (10) days of receipt by the bargaining unit members.

Child Care Leave

A bargaining unit member may request and shall be granted a child care leave of absence without pay or benefits on the conditions set forth below:

- A. The child care leave of absence shall be for the balance of the school year in which the birth of the child is expected. Requests for child care leave must be made in writing at least thirty (30) days prior to its commencement when requested during the school year. When requested during the summer, the request must be made before July 10.
- B. The leave shall be extended for one (1) additional school year upon request of the employee to the Board made not later than April 1 preceding the year for which such leave is requested.
- C. When the bargaining unit member desires to terminate such leave, application for reinstatement may be made by the bargaining unit member at any time during the school year prior to April 1 and the bargaining unit member shall be reinstated at the beginning of the next school year. If the Board judges it to be educationally sound, it may allow a bargaining unit member to return prior to the beginning of the next school year.
- D. Upon return from child care leave, the bargaining unit member shall be entitled to reinstatement to the same or similar position with the same contractual status which was held prior to the leave.
- E. A bargaining unit member who is adopting a child shall be entitled to an unpaid leave under this Section and subject to these same conditions.
- F. Teachers on child care leave may have the option to continue insurance coverage at his/her own expense.

No Pay Earn Days

Any absences not covered by other leaves herein or which goes beyond the maximum accumulated herein may be granted, upon the approval of the Superintendent, and shall result in the loss of pay based on the contractual daily rate of pay for the bargaining unit member.

DALTON LOCAL SCHOOLS
VOLUNTARY TRANSFER FORM

Name _____

Building _____

Certification _____

Present Assignment:

Transfer Request:

Reason for Request:

Signature of Person Requesting Transfer

Date

DALTON LOCAL SCHOOL DISTRICT - TIME SHEET
REGULAR TEACHERS SUBSTITUTING FOR OTHER TEACHERS

Name _____

The bargaining unit member will be paid at a rate of twelve dollars (\$12.00) per each sixty (60) minutes. Please log these minutes:

<u>Date</u>	<u>Name of Absent Teacher</u>	<u>Time (to - from)</u>	<u>Total Minutes</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Total Minutes _____

Teacher's Signature _____

Building Principal's Signature _____

**Dalton Local School District
Continuing Contract Eligibility Form**

*(Must be returned to the Superintendent's Office by September 15) **

Name	Building	Assignment
------	----------	------------

BUILDING ADMINISTRATOR _____

Date presented to Building Administrator _____

Licenses/Certificates presently held _____

How long have you been in the Dalton Local School District? _____

Number of consecutive years as a teacher? _____

Have you ever held a continuing teaching contract before? Yes _____ No _____ If Yes, where? _____

Refer to Article V - Section 509 for any other information you want to submit in support of your request for a continuing contract.

*** I assert that the above information is true:

Your Signature / Date

*** I have reviewed this information and concur in its accuracy:

Principal's Signature / Date

*** YES - Place this teacher on Continuing Contract eligibility list:

Superintendent's Signature / Date

(Copy of signed form will be returned to the teacher)

* If this form is not returned to the Superintendent's Office by September 15, the teacher will not be eligible to be considered for Continuing Contract until April of the following school year.

SICK LEAVE DONATION REQUEST

I, _____, an employee of _____ years,

who works at _____ building has exhausted my sick leave.

I am requesting the donation of _____ days due to a catastrophic or long-term illness.
Number

I understand that upon request I may have to provide medical information to the
DLEA President or designee.

Name

Date

Submit this original form to the DLEA President.

SICK LEAVE DONATION NOTICE

_____, an employee of _____ years, who works at
Name _____ Number _____

_____ building is about to exhaust his/her accumulated
sick leave and has requested the transfer of sick leave from any employee willing to transfer
up to five (5) days. It is estimated that _____ days will be needed.

Any employee wishing to donate accumulated sick leave should complete the form below
and return the original to the DLEA President.

Sick Leave Donation Authorization

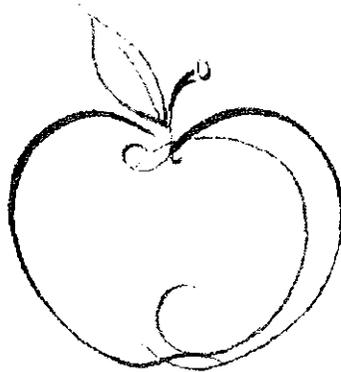
I, _____ authorize the donation of _____ day(s)
(Name) (Not to exceed 5)
of my accumulated sick leave to _____.

Employee Signature

Date

ORIGINAL TO DLEA PRESIDENT/DESIGNEE

Dalton Local School District OTES Handbook



Updated May 3, 2013
Created November 29, 2012

To be updated annually

*A collaborative project of the Dalton Local, Orrville City, Rittman
Exempted Village, and Southeast Local School Districts*

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Ohio Teacher Evaluation System

COMPLETION CHECKLIST

Teacher _____ School Year _____

Building _____ Position _____

___ **Teacher was rated Accomplished in the previous year. The same checklist below can be used over the course of two years instead of one.**

___ **Teacher is being considered for nonrenewal. Additional checklist on other side.**

- ___ Verification form for student growth measure calculation completed (within 1st two weeks of school year).
- ___ Growth Plan or Improvement Plan submitted/reviewed/signed (by September 15)
 ___ Conference for Plan held ___ For Improvement Plan, conference to evaluate plan held
 ___ Prior year's Value-Added data reviewed, to whom applicable.
Self-Assessment Tool is optional for the teacher (on eTPES)
- ___ Student Learning Objective (SLO) submitted/reviewed/signed (by November 30)
 Revision Needed (reviewed/approved in 10 days)

September 15 to End of 1st semester

- ___ Pre-conference form submitted to evaluator via eTPES (at least 2 working days prior to preconference)
- ___ Pre-conference held (no more than 3 days prior to the observation)
- ___ Formal Observation (30 minutes+)
Scripted narrative e-mailed to teacher via OTES on-the-go (within 2 working days after observation). PDF saved to server.
- ___ Informal Observation
Walk-through e-mailed to teacher via OTES on-the-go (within 2 working days after observation). PDF saved to server.
- ___ Post-conference held (within 5 working

February 1 to May 1

- ___ Pre-conference form submitted to evaluator via eTPES (at least 2 working days prior to preconference)
- ___ Pre-conference held (no more than 3 days prior to the observation)
- ___ Formal Observation (30 minutes+)
Scripted narrative e-mailed to teacher via OTES on-the-go (within 2 working days after observation). PDF saved to server
- ___ Informal Observation
Walk-through e-mailed to teacher via OTES on-the-go (within 2 working days after observation). PDF saved to server.
- ___ Post-conference held (within 5 working

___ SLO Calculator submitted (by May 1) and reviewed/rated (May 1-15)

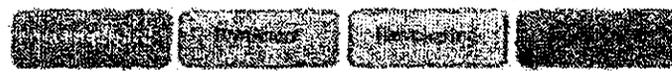
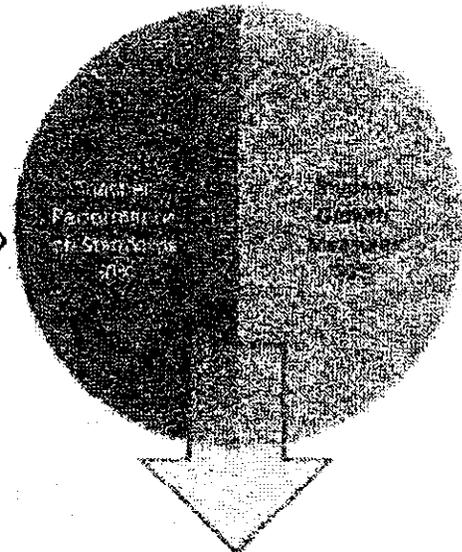
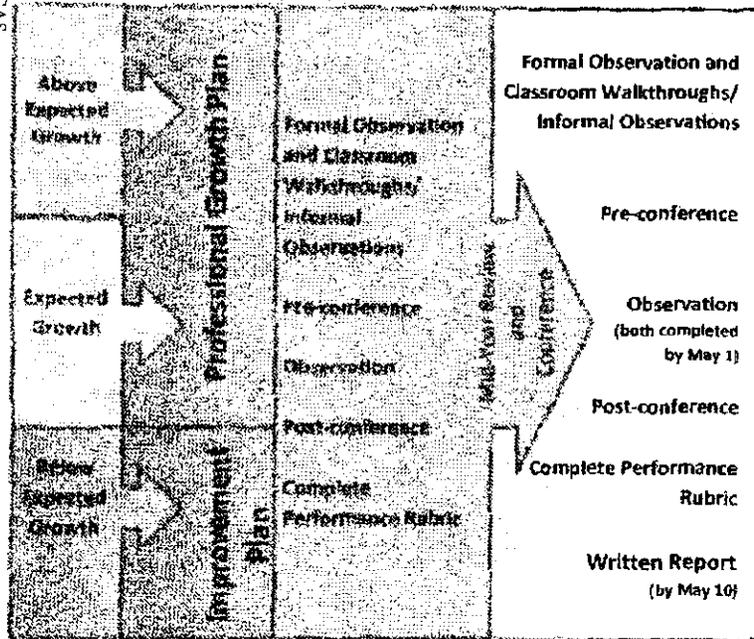
___ End-of-year evaluation conference - final summative rating of teacher effectiveness on eTPES (by May 30)
 Evaluator _____

For a teacher being considered for non-renewal, a 3rd observation is required (within same window of February 1 to May 1:

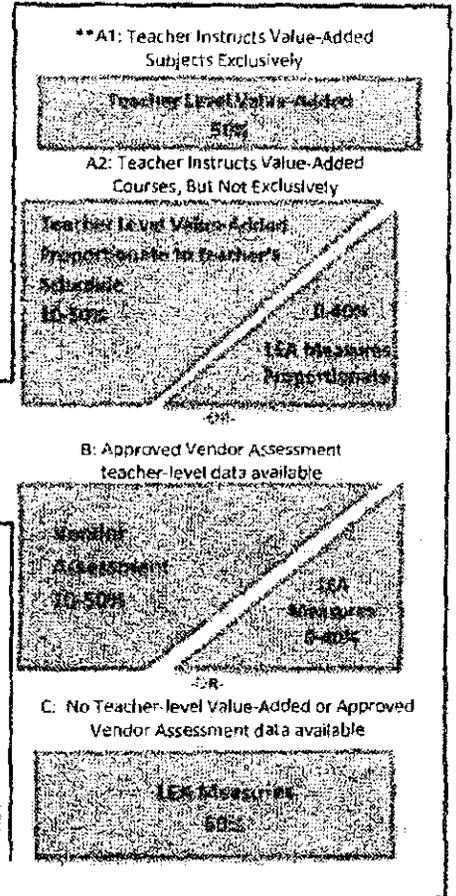
- ___ Pre-conference form submitted to evaluator via email and saved on server (at least 2 working days prior to pre-conference)
- ___ Pre-conference held (no more than 3 days prior to the observation)
- ___ Formal Observation (30 minutes+)
Scripted narrative e-mailed to teacher via OTES on-the-go (within 2 working days after observation). Scanned to server.
- ___ Informal Observation
Walk-through e-mailed to teacher via OTES on-the-go (within 2 working days after observation). Scanned to server.

Ohio Teacher Evaluation System (OTES)

Teacher Performance on Standards



*Student Growth Measures



*The student growth measure progress dimension shall be used in proportion to the part of a teacher's schedule of courses or subjects for which the dimension is applicable.

**A1- If a teacher's schedule is comprised only of courses or subjects for which value-added progress dimension is applicable:

Until June 30, 2014, the majority (>25%) of the student academic growth factor of the evaluation shall be based on the value-added progress dimension. On or after July 1, 2014, the entire student academic growth factor of the evaluation shall be based on the value-added progress dimension.

OTES Process/Guidelines
Forms on district server unless noted otherwise

Process	Form	Guidelines
<p>Teacher completes Professional Growth Plan/ Improvement Plan</p> <ul style="list-style-type: none"> • Teachers <u>may</u> complete self-assessment to determine strengths and areas of need (on eTPES) • Should support IPDP • Duration of one school year • Teachers are responsible for implementation and completion • Area for discussion between teacher and evaluator 	<p><u>Required (1)</u></p> <p>Professional Growth Plan</p> <p>Improvement Plan</p> <p><u>Optional</u></p> <p>Teacher Self-Assessment</p>	<p>Due 9/15</p> <p>Due 9/15</p>
<p>Pre-Conference</p> <ul style="list-style-type: none"> • Pre-conference form completed by teacher in eTPES • Discuss what will be observed during the lesson; lesson plan submitted. • Teacher can request areas for specific feedback • Pre-conference is required for all teachers. 	<p><u>Required</u></p> <p>Pre-conference form</p>	<p>Submitted at 2 working days prior to pre-conference</p> <p>Pre-conference held no more than 3 working days before formal observation</p>

<p>Formal Observation</p> <ul style="list-style-type: none"> • Minimum of 2 formal announced observations of at least 30 consecutive minutes in length 	<p>Teacher Evaluation Rubric</p>	<p><u>First</u> (Formal / Informal) Between 9 / 15 and end of first semester</p> <p><u>Second</u> (Formal / Informal) Between 2/1 and 5/1</p>
<ul style="list-style-type: none"> • Evaluator uses teacher rubric and documents evidence <p>*If observation is not 30 consecutive minutes, teacher and administrator can agree to accept evaluation.</p> <p>**If formal observation needs to be re-scheduled outside the 3 day window, the teacher can request a new pre-conference.</p>		<p>Scripted Narrative submitted to teacher within 2 working days after observation</p>
<p>Walk-Thrus (Informal Observation)</p> <ul style="list-style-type: none"> • Informal Observation conducted within observation cycle <p>Minimum of 1 informal observation/walk-through</p>	<p>Informal Observation General Form</p>	<p>Document sent to teacher within 2 working days after informal observation</p>
<p>Post-Conference</p> <ul style="list-style-type: none"> • Reflection and Feedback to increase effectiveness • Areas of Reinforcement and Refinement with recommendations/suggestions • Post-Conference Form will be provided to teacher after observation • Teachers should be prepared for post-conference by reviewing the post-conference sample questions. 	<p>List of guiding questions (in OTES Handbook)</p>	
<p>Improvement Plan</p> <ul style="list-style-type: none"> • Can be initiated at any time during year • Implemented in response to ineffective ratings in performance and/or student growth 	<p>Improvement Plan</p>	

Evaluation <ul style="list-style-type: none">• Teacher receives final summative rating	Final Summative Rating Form (on eTPES)	Final summative rating documents provided to teacher by May 30
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Credentialed Evaluators

District	Evaluators by Position
Rittman	Building Principal Building Assistant Principal Other District Administrator*
Orrville	Building Principal Building Assistant Principal Other District Administrator *
Southeast	Building Principal Other District Administrator *
Dalton	Building Principal Other District Administrator *

*Indicates that this position is a limited choice for teachers who have the option of choosing their evaluator based on Above Average Growth

Other District Administrator =

- Holds Administrative License
- Credentialed Evaluator
- Employed/Contracted as Administrator by District

Note: At least one formal observation cycle must be completed by a building administrator.

Ohio Teacher Evaluation System

Self-Assessment Summary Tool

Name _____

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

Date _____

	Standard	Strengths	Areas for Growth	Priorities (Check 2)
Standard 1: Students	<ul style="list-style-type: none"> • 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 			
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 & 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 			

Ohio Teacher Evaluation System

Professional Growth Plan

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

Self-Directed

Collaborative

Teacher

Evaluator

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

Evaluator Signature

Date

Teacher Signature

Date

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

Ohio Teacher Evaluation System

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.

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

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

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

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

Improvement Plan (continued)

Section 3: Specific Plan of Action

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

Action 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.

Ohio Teacher Evaluation System

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/Subject: _____

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

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

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

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

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

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

*The acceptable level of performance varies depending on the teacher's years of experience. Teachers in residence – 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.

Teacher Pre-Conference

Teacher:

School:

School Year:

1. **Instructional Planning**

FOCUS (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?

Now does it connect to other disciplines?

KNOWLEDGE OF STUDENTS (Standard 1: Students)

What should the evaluator know about the student population?

How is this a developmentally appropriate learning activity?

1.1 Teacher Responses:

1.2 Evaluator Comments:

2. **Instruction and Assessment**

LESSON DELIVERY (Standard 2: Content and 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-speak concepts, assumptions, and skills be taught?

DIFFERENTIATION (Standard 1: Students and 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 and Standard 4: Instruction)

What resources/materials will be used in instruction?

How will technology be integrated into lesson delivery?

CLASSROOM ENVIRONMENT (Standard 1: Students and 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?

2.1 Teacher Responses:

2.2 Evaluator Comments:

3. Professional Responsibilities**COLLABORATION AND COMMUNICATION (Standard 6)**

How do you cooperate with colleagues?

Now 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 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 OM professional growth?

3.1 Teacher Responses:

3.2 Evaluator Comments:

Teacher Completion

Date

Evaluator Completion

Date

Teacher Performance Evaluation Rubric

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

INSTRUCTIONAL PLANNING		Ineffective	Developing	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				

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

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

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

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

INSTRUCTION AND ASSESSMENT

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

INSTRUCTION AND ASSESSMENT		Ineffective	Developing	Proficient	Accomplished
INSTRUCTION AND ASSESSMENT	<p>ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs: Informal Observations</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 from a variety of sources, the teacher appropriately adapts instructional methods and materials and paces learning activities to meet the needs of individual students as well as the whole class.</p> <p>The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and behaviors in relation to student success.</p>
	Evidence				

PROFESSIONALISM					
		Ineffective	Developing	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				

Ohio Teacher Evaluation System

Classroom Walkthroughs and Informal Observations

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

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

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

POST-CONFERENCE FORM

Teacher _____ SY _____ Bldg _____ Position _____

September 15 to End of 1st semester

Post –Conference Date:

Area(s) of Refinement with recommendations/suggestions:

Area(s) of Reinforcement:

Evaluator Comments:

Teacher Response:

Teacher _____ Evaluator _____

February 1 to May 1

Post –Conference Date:

Area(s) of Refinement with recommendations/suggestions:

Area(s) of Reinforcement:

Evaluator Comments:

Teacher Response:

Teacher _____ Evaluator _____

Evaluation Rating = Ineffective

Developing

Proficient

Accomplished

Rating is 50% of OTES model. Indication here is not the final summative.

Teacher _____

Date _____

Evaluator _____

Date _____

Signature indicates completion of the appraisal process, but not necessarily agreement. A teacher may submit a written response which shall be attached to this document.

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 and 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 and 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 and 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 and 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 and 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?

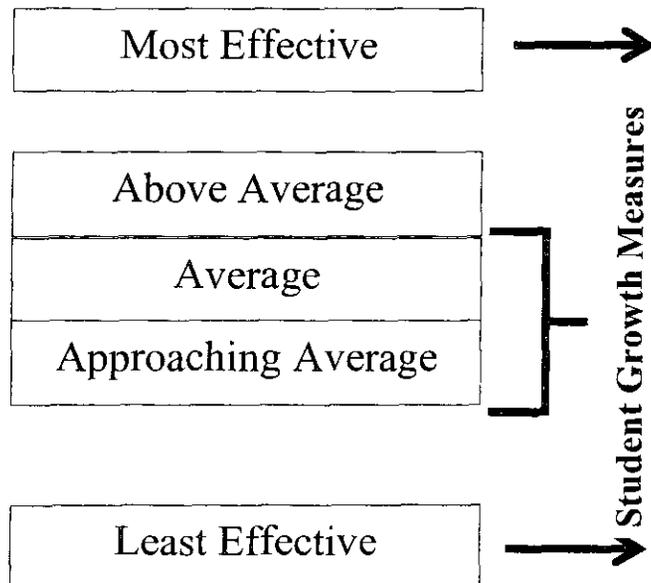
Discuss ways you reflect and analyze your teaching.

What are some proactive ways you further your own professional growth?

How Value-Added Results and other SGMs are Used to Produce a Rating

Evaluation Matrix

EVAAS[®] Teacher Value-Added Report Categories



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

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>				
Final Summative (Overall) Rating	INEFFECTIVE	DEVELOPING	PROFICIENT	ACCOMPLISHED

Check here if Improvement Plan has been recommended.

Teacher Signature: _____

Date _____

Evaluator Signature: _____

Date _____

OHIO STANDARDS FOR THE TEACHING PROFESSION

WHAT? HOW?

Standard: #1, Teachers understand student learning and development and respect the diversity of students they teach.

What are the standard elements?	How does this get accomplished?
Teachers display knowledge of how students learn and of the developmental characteristics of age groups.	<ul style="list-style-type: none"> • Model and support colleagues understanding of student development • Understand student development to design instruction
Teachers understand what students know and are able to do and use this knowledge to meet the needs of all students.	<ul style="list-style-type: none"> • Gather student information on prior learning • Design and implement learning strategies to differentiate instruction • Lead the design and implementation of strategies
Teachers expect that all students will achieve to their full potential.	<ul style="list-style-type: none"> • Communicate high and challenging expectations • Create and set high expectations for all students • Assist other teachers in setting high expectations
Teachers model respect for students' diverse cultures, language skills, and experiences.	<ul style="list-style-type: none"> • Teachers display knowledge and respect diversity • Teachers set rules and implement strategies to support diversity • Teachers build relationships which value individual differences • Teachers analyze own attitudes and model behavior that diminishes biases
Teachers recognize characteristics of gifted students, students with disabilities, and at-risk students in order to assist in appropriate identification, instruction, and intervention.	<ul style="list-style-type: none"> • Teachers follow laws and policies in order to assist in identifying and referring assessment to seek and use as support from specialists • Collaboratively develop and implement learning plans that adapt the pace and depth of curriculum and instruction • Advocate to ensure access to all appropriate learning

Ineffective	Developing	Proficient	Accomplished
	<ul style="list-style-type: none"> • attempts to connect to prior knowledge • demonstrates somewhat familiarity with student background • partially accurate use of student background in planning and instruction • uses a single strategy • fair treatment of students 	<ul style="list-style-type: none"> • makes clear and coherent connections to prior knowledge • demonstrates familiarity with student background • accurate use of student background in planning instruction • uses a variety of strategies • positive rapport with students 	<ul style="list-style-type: none"> • makes clear & coherent connections to prior knowledge while using input from families, colleagues, & other professionals • connects content to real-world experiences & careers • teacher uses multiple pathways for learning depending on student needs • demonstrates multiple procedures of familiarity with student background and understands the purpose & value • accurately connects data to specific, varied instructional strategies & uses student background in planning instruction • positive rapport with students and demonstrates respect for & interest in individual students

OHIO STANDARDS FOR THE TEACHING PROFESSION

WHAT? HOW?

Standard: #2, Teachers know and understand the content area for which they have instructional responsibility.

What are the standard elements?	How does this get accomplished?
Teachers know the content they teach and use their knowledge of content-specific concepts, assumptions, and skills to plan instruction.	<ul style="list-style-type: none"> • Identify the relevant content area concepts • Integrate processes of inquiry • Plan and sequence instruction to reflect understanding
Teachers understand and use content-specific instructional strategies to effectively teach the central concepts and skills of the discipline.	<ul style="list-style-type: none"> • Engage students in methods of inquiry • Anticipate and adjust learning to students conceptual frameworks • Evaluate and reflect to adjust curriculum
Teachers understand school and district curriculum, priorities and the Ohio academic content standards.	<ul style="list-style-type: none"> • Articulate the Ohio Academic Content Standards • Extend and enrich curriculum (Ohio and national standards) • Evaluate and revise school and district curriculum
Teachers understand the relationship of knowledge within the discipline to other content areas.	<ul style="list-style-type: none"> • Connect between disciplines • Provide opportunities to apply interdisciplinary learning • Lead collaborative efforts to model instruction
Teachers connect content to relevant life experiences and career opportunities.	<ul style="list-style-type: none"> • Facilitate connections between learning and real life • Use a variety of resources • Design learning activities that replicate real life

Ineffective	Developing	Proficient	Accomplished
	<ul style="list-style-type: none"> • attempt to connect prior knowledge • explanations generally are accurate and clear • uses appropriate instructional resources but may not be aligned 	<ul style="list-style-type: none"> • clear and coherent connections to individual students and lesson • explanations are accurate and clear • instructional materials and resources are aligned 	<ul style="list-style-type: none"> • meaningful/relevant connections between lesson content and other disciplines • connects real world experiences and careers • opportunities for application of learning from different content areas • varied/appropriate materials developing high level of understanding – actively engage students in ownership of learning

OHIO STANDARDS FOR THE TEACHING PROFESSION WHAT? HOW?

Standard: #3, Teachers understand and use varied assessments to inform instruction, evaluate and ensure student learning.

What are the standard elements?	How does this get accomplished?
Teachers are knowledgeable about assessment types , their purposes and the data they generate.	<ul style="list-style-type: none"> • Understand and demonstrate various types of assessment and their related issues • demonstrate effective use of assessment types • Lead in the establishing and evaluating of assessment programs
Teachers select, develop and use a variety of diagnostic, formative and summative assessments .	<ul style="list-style-type: none"> • Use formal and informal assessments to align classroom instruction • Purposely plan assessments to differentiate and identify students' needs • Design and revise assessment policies and procedures collaboratively for best practice
Teachers analyze data to monitor student progress and learning and to plan, differentiate and modify instruction .	<ul style="list-style-type: none"> • Utilize assessment to monitor student progress to maintain accurate and complete assessment records • Teacher examine, interpret, and reflect to differentiate learning by anticipating potential learning obstacles • Promote the use of student data for curriculum and instruction
Teachers collaborate and communicate student progress with students, parents, and colleagues	<ul style="list-style-type: none"> • Teachers provide substantive, specific, and timely feedback of student progress to the learning community through a variety of means • Design and share resources with parents that support students' progress • Collaboratively create common assessments and plan instruction
Teachers involve learners in self-assessment and goal setting to address gaps between performance and potential.	<ul style="list-style-type: none"> • Teachers model and create self-assessment plans • Teachers provide opportunities for learners to articulate knowledge and skills • Teachers develop opportunities for students to develop their own self-improvement plan that measure progress • Regularly monitor and encourage student goal-setting • Assist colleagues in utilizing students' self-assessment

Ineffective	Developing	Proficient	Accomplished
<ol style="list-style-type: none"> 1. Does not plan for assessment or analyze learning 2. The teacher does not use or uses one measure of student performance 3. Does not routinely use data to measure mastery 4. Rarely or never checks student understanding of content 5. Continues to use same strategy – very little evidence of data use 6. Does not provide students with feedback about learning 	<ol style="list-style-type: none"> 1. demonstrates an understanding of assessment, but may not consistently incorporate 2. employs more than one assessment, but do not vary 3. uses assessment data to identify students' strengths and needs, but does not differentiate 4. checks for understanding and attempts to make adjustments to instruction 5. uses student data, from a few sources, to guide instruction 6. provides occasional or limited feedback of student progress 	<ol style="list-style-type: none"> 1. demonstrates an understanding of assessment 2. employs a variety of assessments 3. uses assessment data to identify students' strengths and needs 4. checks for understanding and makes adjustments to instruction 5. uses student data to guide instruction 6. provides timely feedback of student progress 	<ol style="list-style-type: none"> 1. Uses data to identify student strengths and growth areas 2. Purposely plans assessments and differentiates assessment choices for full range of students 3. Uses assessment data to identify student strengths and growth areas 4. Makes adjustments seamlessly using alternative ways to explain concepts 5. Data from a variety of sources, adapts methods and materials with pacing the learning to meet individual learning 6. Provides specific and timely feedback allowing students to engage in self-assessment as a reflection tool monitoring teaching strategies

OHIO STANDARDS FOR THE TEACHING PROFESSION WHAT? HOW?

Standard: #4, Teachers plan and deliver effective instruction that advances the learning of each individual student.

What are the standard elements?	How does this get accomplished?
Teachers align their instructional goals and activities with school and district priorities and Ohio's academic content standards.	<ul style="list-style-type: none"> • Align instructional goals with local, state and national standards • Prioritize concepts and processes • Articulate curriculum alignment
Teachers use information about students' learning and performance to plan and deliver instruction that will close the achievement gap .	<ul style="list-style-type: none"> • Use pre-assessment data to develop interventions • Identify individual learning style/life experience to guide instruction • Reflect critically on instructional practices
Teachers communicate clear learning goals and explicitly link learning activities to those defined goals.	<ul style="list-style-type: none"> • Establish and communicate challenging learning goals • Communicate the link between learning activities and goals • Create instructional environment to empower students
Teachers apply knowledge of how students think and learn to instructional design and delivery .	<ul style="list-style-type: none"> • Understand cognitive processes associated with learning • Use research-based instructional activities • Implement sequenced instructional activities
Teachers differentiate instruction to support the learning needs of all students, including students identified as gifted, students with disabilities and at-risk students.	<ul style="list-style-type: none"> • Recognize and support learning needs of each student • Differentiate instruction and assessment based on student data
Teachers create and select activities that are designed to help students develop as independent learners and complete problem-solvers.	<ul style="list-style-type: none"> • Employ effective, purposeful questioning • Provide complex, creative, open-ended learning opportunities
Teachers use resources effectively, including technology to enhance student learning.	<ul style="list-style-type: none"> • Use effective technology, materials, and resources • Develop and support student use of technology

Ineffective	Developing	Proficient	Accomplished
	<ul style="list-style-type: none"> • Communicates focus for learning • References the Ohio Standards • No measureable goals • Attempts to connect to prior knowledge for future learning • Explanations are accurate and generally clear • Some strategies and language • Attempts to re-explain • Attempts to employ purposeful questioning • Lesson is primarily teacher directed • Relies on single strategies • Lesson accessible to most students • Uses appropriate instructional materials but doesn't meet all students' needs 	<ul style="list-style-type: none"> • Demonstrates focus for learning • Aligns the Ohio Standards • Has measureable goals • Demonstrates the importance of goals • Clear and coherent connections to prior knowledge for future learning • Plans and sequences instruction • Explanations are clear and accurate • Developmentally appropriate strategies and language • Effectively re-explains • Uses purposeful questioning • Lesson is balanced between teacher directed and student led • Relies on a variety of strategies and pacing making learning accessible and challenging • Lesson accessible to all students • Aligns instructional materials and meets students' needs 	<ul style="list-style-type: none"> • Challenging and measureable goals • Reflects range of learner needs • Fit goals into broader unit, course and school goals • Makes meaningful and relevant connections to real world experiences and careers • Plans, sequences, and reflects an understanding of the lesson and how it fits to the structured discipline • Explanations are coherent and precise • Well timed and individualized strategies, questioning and discussion techniques • Multiple format presentations • Student led lessons • Match strategies to individual learner needs • Varied options to show mastery • Varied instructional resources to actively engage in ownership

OHIO STANDARDS FOR THE TEACHING PROFESSION

WHAT? HOW?

Standard: #5, Teachers create learning environments that promote high levels of learning and achievement for all students.

What are the standard elements?	How does this get accomplished?
Teachers treat all students fairly and establish an environment that is respectful, supportive and caring.	<ul style="list-style-type: none"> • Teachers create a classroom that demonstrates caring and respect for all learners • Model expectations of behavior that creates a positive school and district climate • Use strategies to promote respectful interactions between students
Teachers create an environment that is physically and emotionally safe .	<ul style="list-style-type: none"> • Teachers use a variety of classroom management techniques to provide a safe learning environment and clarify standards of conduct • Anticipate, respond, and make adjustments to student behavior • Create an environment where students take an active role in maintaining a conducive environment
Teachers motivate students to work productively and assume responsibility for their own learning.	<ul style="list-style-type: none"> • Establish methods to foster enthusiasm, curiosity and recognize student achievement • Encourage self-directed learning through a variety of roles • Collaborate to support independent learning
Teachers create learning situations in which students work independently, collaboratively and/or as a whole class.	<ul style="list-style-type: none"> • Model and implement flexible learning situations • Effectively combine student learning situations to maximize student understanding • Create environments where students take responsibility • Model and assist other teachers in implementing a variety of learning situations
Teachers maintain an environment that is conductive to learning for all students.	<ul style="list-style-type: none"> • Teachers are organized with purposeful activities and materials for class and transitions • Review and revise classroom routines • Influence policies to maximize class time spent on learning

Ineffective	Developing	Proficient	Accomplished
	<ul style="list-style-type: none"> • Basic rapport • Routines and procedures are in place • Transitions with occasional loss of time • Behavior expectations are unclear • Inconsistent monitoring 	<ul style="list-style-type: none"> • Positive rapport • Smooth routines and procedures • Transitions are efficient with evidence of varied learning • Behavior expectations are clear • Consistent, appropriate, and effective monitoring 	<ul style="list-style-type: none"> • Positive rapport with respect for individual students • Well established routines with student initiated responsibility • Seamless transitions with evidence of varied learning • Classroom management system that uses student input, implementation, and monitoring • Teacher uses research based strategies for positive and negative behavior

OHIO STANDARDS FOR THE TEACHING PROFESSION

WHAT? HOW?

Standard: #6, Teachers collaborate and communicate with students, parents, and other educators, administrators and the community to support student learning.

What are the standard elements?	How does this get accomplished?
Teachers communicate clearly and effectively.	<ul style="list-style-type: none"> • Communicate clearly through spoken and written language • Use and model age-appropriate communication
Teachers share responsibility with parents and caregivers to support student learning, emotional and physical development, and mental health.	<ul style="list-style-type: none"> • Provide an inviting, parent-friendly environment • Form partnerships with parents to support student learning
Teachers collaborate effectively with other teachers, administrators, and school and district staff .	<ul style="list-style-type: none"> • Establish effective collaborative relationships • Advocate for increased teamwork
Teachers collaborate effectively with the local community and community agencies, when and where appropriate, to promote a positive environment for student learning.	<ul style="list-style-type: none"> • Build and sustain community partnerships • Advocate for local school system

Ineffective	Developing	Proficient	Accomplished
	<ul style="list-style-type: none"> • Teacher explanations are accurate and generally clear • Welcomes communication from families and replies in timely manner • Attempts to collaborate and communicate but not appropriate or effective 	<ul style="list-style-type: none"> • Explanations are clear and accurate • Engages in two way communication and offers volunteer opportunities to support learning • Effectively collaborates and communicates 	<ul style="list-style-type: none"> • Explanations are clear, coherent, and precise • Individualized, developmentally appropriate language used to encourage thinking • Appropriate use of question and discussion techniques • Two-way communication that results in active partnerships with families, communities and volunteers • Effectively communicates with families, students, and colleagues • Collaborates with colleagues to improve personal and team practices

SLO GUIDELINES AND APPROVAL PROCESS

Student Growth Measure Guidelines

All Certificated staff members have been identified as to whether they meet the definition of a “teacher” per SB 316. Please refer to the Certificated Staff “Teacher Definition” chart to determine your status. Also refer to the Teacher Verification form completed at the beginning of the school year.

In calculating student academic growth for an evaluation, a student shall not be included if the student has 60 or more unexcused absences for the school year, or its equivalent for the class term.

In addition, a student growth measure needs to be based on a minimum of 6 students, or equivalent (i.e. 50% of 12 students in a co-teaching situation).

SLO Approval Committee

A representation (at least 2 teachers and 1 administrator each time) will meet throughout October & November to review and approve SLO’s. This same sub-committee will also meet throughout April and May to validate the SLO data collection before it is submitted to the principal. Committee members cannot be involved in the approval/review process for their own SLO.

Quantity of SLOs/Teacher

All teachers will have at least two student growth measures. Also heed the guidelines below: In Category A2, an SLO should be used for subjects other than reading and math. In Category B for grades K-3, SLO should be math/reading focus. In Category C, where 2 SLOs may be part of the calculation, the following guidelines will be followed:

- Elementary teachers (non-departmentalized) will be Math and Reading
- Elementary teachers (departmentalized) will be 2 subjects taught. If 1 of the subjects is Math or Reading, then it must be selected.
- Teachers of one grade level/content will create 2 SLOs within that course (i.e., LA teacher will have a writing and a reading SLO)
- Teachers of more than 2 subjects/areas will create 2 SLOs in courses with highest enrollments (courses need to be in certification area of teacher)

SLO Process

Step 1: Teachers should gather data to better understand how students are prepared for the course. This data could include end-of year data from previous year, pre-tests, or student work samples. Teachers analyze data to determine where students need to demonstrate most growth. Determine standards that the SLO will target. The teacher will then identify the student population as a focus for the course.

Step 2: Teacher determines the interval of instruction, or the time period over which growth should occur. Determine the specific content/skills and standard for the course.

- Step 3: Choose/create an assessment to cover all key skills and content area standards. Develop the SLO growth target. Growth targets should be specific indicators of growth and contain sufficient stretch to meet the needs of all students. Teacher should explain the rationale for the growth target chosen.
- Step 4: Teacher should use the SLO checklist to ensure the SLO is quality. SLO should be submitted to SLO Approval Committee by **October 15** (2nd semester = **February 15**). A conference will be scheduled to discuss the SLO. The teacher has 10 days to make revisions if the SLO is not approved.
- Step 5: The final scoring of the SLO needs to be completed, with the SLO scoring calculator, and submitted to the SLO committee by **May 1**. Submit any additional evidence to the committee that will aid them in determining a successful SLO.

SLO Approval

September/October

Teacher creates SLO using SLO checklist.

Teacher submits SLO, SLO submission form, and any additional evidence to SLO committee by October 15 for approval.

November

SLO committee schedules conference with teacher.

SLO committee determines approval of SLO or if revisions are necessary, by November 30. SLO submits approval form back to teacher.

Throughout year, and by beginning of May

Teacher administers end-of-course SLO to students.

Teacher compiles student growth in SLO scoring calculator.

Teacher submits SLO scoring calculator to SLO committee by **May 1**.

May

SLO committee meets to determine effectiveness of SLO by teacher.

By June 1

Principal/building administrator enters student growth from SLO in eTPES.

SLO DOCUMENTATION OF APPROVAL

SLO Submission Date:	
Teacher:	
Building:	
Grade/Subject:	

Be sure to review the SLO checklist for completeness. Inclusion of the baseline data, student needs assessment, as assessments used in SLO may be helpful to the SLO committee when reviewing your submission.

SLO's Submitted (include course/grade level/subject)	
1.	
2.	
3.	

*I am submitting these SLOs to be used as a component of my Student Growth Measures in the OTES. They will count as a percentage of my total Student Growth for evaluation purposes. I must submit final documentation of the SLO growth by **May 1**.*

Teacher Signature

Date

For SLO Committee Use:

SLO Committee Conference Date:		
SLO Committee Review Date		
Action		Approved
		Revisions Necessary. Revisions must be resubmitted within 10 days or _____
		Approved after Revision
Comments:		

OTES – Opening the School Year 20__ - 20__ VERIFICATION FORM

Teacher _____ Bldg _____

Check if a first year teacher _____

Teaching Assignments:

Class	No. of Sections	No. of Students	Duration
			All year __ weeks __ Sem
			All year __ weeks __ Sem
			All year __ weeks __ Sem
			All year __ weeks __ Sem
			All year __ weeks __ Sem
			All year __ weeks __ Sem
			All year __ weeks __ Sem
			All year __ weeks __ Sem
			All year __ weeks __ Sem

Category for Student Growth Measure (circle one):

- A1 All 50% of student growth measure calculation is value-added
- A2 Proportional according to schedule – Value-added (10% min.) and Vendor or SLO
- B Proportional according to schedule – Vendor (10% min.) and SLO
- C All 50% of student growth measure calculation is based on at least 2 SLOs representative of schedule

Growth Measure	Description	Percentage (total equals 50%)
Value-Added*		
Value-Added*		
Vendor Assessment		
Vendor Assessment		
SLO 1		
SLO 2		
SLO 3		
SLO 4		

*Linkage will have been completed in April of the previous school year.

I understand my student growth measure (50% of the Ohio Teacher Evaluation System) will be calculated based on the percentages outlined above.

Teacher _____

Date _____

Prepared by Principal _____

LESSON PLAN TEMPLATE

Ohio Standards Connections:

Lesson Summary:

Briefly describe the procedures and purposes of the lesson.

Estimated Duration:

Include an estimate of the time needed for instruction.

Commentary:

Pre-Assessment:

Identify strategies to pre-assess student knowledge of the selected standard(s), benchmark(s) and indicator(s). Data from pre-assessment helps educators select specific instructional strategies and determine appropriate complexity and pacing for the lesson. Pre-assessments may be as informal as a reflection on students' prior learning, a conversation about concepts or warm-up problems at the beginning of class that are not scored. They may be more formally structured, such as a quiz or an assigned writing topic.

Scoring Guidelines:

Define scoring guidelines for the pre-assessment, which may take the form of teacher judgment, a checklist or another scoring format. Scoring guidelines should reveal whether or not student has met the indicator or benchmark so that instruction can be modified and targeted to learners accordingly.

Teachers should conduct ongoing teacher assessment and student self-assessment throughout instruction. These can be planned or conducted as opportunities for observation or reflection arise. If planned, describe here.

LESSON PLAN TEMPLATE

Post-Assessment:

Identify strategies to assess student learning as a result of the lesson. Data that results should help to plan subsequent instruction.

Scoring Guidelines:

Define scoring criteria for the post-assessment, which may take the form of a rubric or another scoring format. Scoring criteria should reveal whether or not student has met the indicator or benchmark so that instruction can be targeted accordingly. If possible, assessment and scoring criteria should be developed to reflect student process as well as product.

Instructional Procedures:

Describe the instructional steps that will be taken to implement the lesson.

Differentiated Instructional Support

Describe how instruction can be differentiated according to learner needs, to help all learners either meet the intent of the specified indicator(s) or, if the indicator is already met, to advance beyond the specified indicator(s).

Extension

These are ideas for all students to continue learning on this topic -- in class or outside of class.

Homework Options and Home Connections

Describe work that will be assigned to students outside of the classroom.

Interdisciplinary Connections

Tell how the lesson can be integrated with other content areas to strengthen student learning.

LESSON PLAN TEMPLATE

Materials and Resources:

For teachers List the materials needed for the teacher

For students List the materials needed for the students

Key Vocabulary

List key terms that need to be defined prior to or as part of instruction.

Technology Connections

Suggest ideas for integrating technology into the lesson.

Research Connections

Include research that supports the content or methods of instruction within the lesson.

General Tips

Record observations and suggested modifications to facilitate instruction and student learning in the lesson.

Attachments

List and attach any additional materials created for the lesson, including student handouts, blackline masters, overheads, etc.

