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COMPREHENSIVE MASTER AGREEMENT

BETWEEN

***CENTRAL LOCAL BOARD OF
EDUCATION***

AND

***THE TEACHERS'
ASSOCIATION OF THE
CENTRAL LOCAL SCHOOLS***

**AUGUST 1, 2015
TO JULY 31, 2018**

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PREAMBLE

The Board of Education recognizes that providing high quality education is the primary purpose of the school district. They further recognize that under law they have the final responsibility for establishing the policies of the district. The Board further recognizes that part of a high quality of education is attained through a well-qualified and dedicated teaching staff. The Board further recognizes that both the district and the teaching staff have certain needs and that the purpose of this negotiation agreement is to meet these needs in a shared process.

ARTICLE I

PROFESSIONAL NEGOTIATIONS AGREEMENTS

A. Recognition

The Central Local Board of Education, hereinafter "EMPLOYER" or "BOARD," recognizes The Teachers' Association of Central Local Schools, the OEA-NEA Local, hereinafter the "ASSOCIATION," as the sole and exclusive bargaining representative, for all certified non-supervisory personnel under regular teaching contract. The Association recognizes that the superintendent, principals, and classified personnel are excluded from the bargaining unit.

B. Elections

Bargaining unit elections shall be in accordance with the Ohio Revised Code.

C. Procedures

1. Requests for Negotiations

If either of the parties desire to negotiate changes in subjects of negotiations, it shall notify the other party in writing not earlier than February 15 nor later than April 30. Notification in writing from the Association shall be served on the superintendent, and from the Board shall be addressed to the president of the Association. A copy of said notification, along with a copy of the existing collective bargaining agreement, shall be sent by the Association to the State Employment Relations Board.

Within fifteen (15) days after receipt of such notice, an initial meeting will be held for the purpose of exchanging negotiations packages and establishing a date for the next session.

2. Representatives

Representatives of the Board shall meet with designated representatives of the Association to negotiate in good faith. Representation shall be limited to five (5) representatives each of the Board and the Association, no more than one (1) of which may be an outside professional negotiator. Neither party shall have any control over the selection of the negotiating or bargaining representative of the other party. At the first meeting, the parties will exchange written contract proposals and no additional items for negotiations can be added after the first meeting without the consent of the other party.

While no final agreement shall be executed without ratification by both parties, the parties mutually agree that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make decisions in the course of negotiations.

3. Information

The Board and superintendent agree to furnish the Association's negotiations committee upon request and in reasonable time both prior to and during negotiations, all available information concerning financial resources of the district and such other information as will assist the Association in developing intelligent, accurate, and constructive proposals on behalf of the teachers.

4. Recesses

The chairman of either group may recess his group for independent caucus at any time. Caucus shall not exceed thirty (30) minutes unless an extension is mutually agreed upon.

5. Item Agreement

As items receive tentative agreement they shall be reduced to writing and initialed by each party.

6. Schedule of Meetings

Until all negotiations meetings are completed, each meeting shall include a mutually agreed time and place for the next subsequent meeting.

D. Agreement

When negotiations result in an agreement, the outcome shall be reduced to writing and submitted to the Association and Board for formal approval. Following ratification, the agreement shall then be signed by the parties and shall become part of the official minutes of the Board. The resulting agreement shall be binding on both parties, and where necessary, the provisions shall be reflected in individual contractual terms.

E. Disagreement

It is agreed that the impasse procedure in this contract shall supersede and replace the impasse procedures contained in §4117 of the Ohio Revised Code.

1. All sections below also apply to any reopener provision.
2. If agreement is not reached within forty-five (45) days prior to the expiration date of the contract, then a state of impasse shall be declared to exist.
3. The two parties shall request the assistance of the Federal Mediation and Conciliation Service.
4. The mediator shall meet with both parties in an attempt to mediate a settlement up to the expiration date of the contract.
5. The Association may exercise its right to strike upon expiration of the contract and after serving the Board and the State Employment Relations Board with a notice of its intent to do so ten (10) days prior to the effective date of such action.

F. General

1. Executive Session

Any and all negotiation sessions shall be conducted in executive session unless both parties mutually agree to do otherwise.

2. Final Form

As soon as practicable, the two parties will jointly reduce the agreement to booklet form.

3. News Releases

After the agreement has been signed by both parties, the superintendent and chairman of the negotiations committee for the Association will jointly develop a news release and provide it to the media.

ARTICLE II

PROVISIONS CONTRARY TO LAW

If any provisions of this Agreement between the Board and the Central Local Teachers' Association shall be found contrary to law, then such provision or application shall be deemed to be invalid except to the extent permitted by law but all other provisions or applications shall be conducted in full force.

ARTICLE III

ASSIGNMENTS AND PROCEDURES

A. Assignments

The administration will notify the staff members via email of their teaching assignments for the next school term prior to the close of school in the spring. Changes may occur during the summer that are not of the administration's control that would result in staff changes. If this occurs, the building principal will notify the affected staff member within five working days by email notification or certified letter, if member does not have email access and provides a letter to the Superintendent indicating such. In the event the school email system is down, the Board will provide notices to all members affected by certified mail.

B. Additional Duties

1. Teachers may, but shall not be required to, attend extra-curricular activities.
2. Teachers shall prepare and follow a daily lesson plan which shall be on each teacher's desk or work area and be maintained current on a weekly basis. Lesson plans are to reflect the current adopted course of study/content standards.

C. Hours

1. The regular work day for teachers shall be 7 hours and 10 minutes in length which includes a 30 minute duty free lunch. On occasion, professional responsibilities may extend beyond the regular work day. These professional responsibilities may include, but *are not limited to* the following:
 - staff meetings
 - professional development
 - parent meetings
 - IEP meetings

D. Substitute Teachers

If an individual substitutes in the same position for sixty (60) continuous work days, he/she shall be placed at the B.A. 0 step of the teachers' salary schedule and will remain there as long as he/she is employed continuously in that position.

E. Duty Free Lunch Period

Each teacher shall be granted at least thirty (30) minutes for lunch each school day for which time he shall not be required to perform any school activities.

F. Conference Periods

Each full time teacher shall have one (1) forty (40) minute conference period each day.

G. Conference Time for Part-time Teachers

Any teacher in grades K-12 employed more than 50% of a day shall receive one planning period per day of forty (40) minutes.

H. District Liaison Conference

At the request of the president of the Association, the superintendent or designee shall meet once a month with the president of the Association to discuss matters of concern on a district-wide basis. This meeting shall not deal with negotiations or substitute for negotiations.

I. Participation in Administrative Selection Process

Two (2) teacher representatives, chosen by TACLS, shall be included in the interview process and make recommendation for new principals and new superintendents considered by the Board.

J. Restructuring Student Day

If the Board of Education decides to change the current student schedule at either the middle school or high school or both from its current configuration to either a six (6) period, seven (7) period or eight (8) period day, it may do so as long as such change does not violate the teacher work day or any of the provisions of the Master Contract.

K. Supplemental Contracts

1. All bargaining unit members holding supplemental contracts will be considered applicants for the same supplemental for the following school year unless they give other notice by the date of the supplemental posting. If the Board intends to rehire the incumbent, the supplemental will not be posted.
2. Supplemental postings, with the exception above, shall be in accordance with the posting procedures set forth in this Agreement.

L. Supplemental Review Board

1. This procedure is designated to provide the opportunity for consideration and review of a supplemental position.
2. The Review Board will consist of:
 - a. Three (3) members appointed by the Superintendent
 - b. Three (3) members appointed by TACLS
3. The Review Board shall:
 - a. Select co-chairs (one from each party)
 - b. Receive between February 1 and March 1 requests for:
 - i. Amending job descriptions of supplementals
 - ii. Adding supplemental positions
 - iii. Deleting supplemental positions
 - c. Reserve the right to gather additional input
 - d. In all cases where a new position is being proposed, recommend a job description and pay level for that position.
 - e. Require the person making the request to provide a proposed job description in cases where a new position is being requested.
 - f. The work of the review board will be completed by April 1 of each year. Recommendations will be for the next year.
 - g. No change(s) to the supplemental salary schedule shall become effective unless the Board and Association mutually agree to the changes through the ratification process.
 - h. In the event of a deadlock of any issue will result in the issue not being presented to the respective parties for ratification.

ARTICLE IV

VACANCIES, TRANSFERS AND RESIGNATIONS

A. Posting of Vacancies

The faculty will be advised of all teaching, supplemental, and administrative vacancies in the district during the school year by posting said vacancies in an area near the teacher mailboxes as well as school email. In addition, the vacancies shall be posted on the Board website. The position shall be posted within five teacher work days following the Board's acceptance of a resignation or reassignment unless otherwise agreed by administration and TACLS. Vacancies occurring prior to July 10 shall be posted for five (5) work days at the locations designated above and shall not be filled until the five day posting period has expired. Postings made on or after July 10 and prior to the start of the school year shall be filled by the Board at any time after they are posted. Employees of the Central Local School District shall be given first consideration based on the criteria established under the voluntary transfer provision. Notification of the vacancies does not imply any obligation to employ within the system.

During the summer, the faculty will receive notice of all teaching, supplemental, and administrative vacancies by email. If the employee does not have personal access to internet or email services, he/she will be notified in writing at his/her request. This request shall be submitted to the building principal before the end of the school year.

B. Request for Transfer

Teachers may request a change in teaching assignment. Request for a change in assignment shall be in writing to the principal and does not mean the change will automatically take place. The following considerations will be given to a teacher's request for a change in assignment:

1. Qualifications of the teacher to hold the new position.
2. Contributions which the staff member could make to the students in the new position.
3. Length of service in the Central Local School District.
4. Teacher's reasons for wanting a change in assignment.

C. Involuntary Transfer

1. In the event that decreased enrollment necessitates involuntary transfer within or between buildings, every effort will be made to fill the vacancy by a qualified staff member willing to fill said position. In the event that there is no one willing to transfer and other factors being equal, the transfer will be made on the basis of seniority. The person with the least seniority will be transferred.
2. Written notice of an involuntary transfer will be given to teachers by July 1. Involuntary transfers will not be implemented after August 1, except in cases of emergency.
3. An involuntary transfer or reassignment will be made only after a meeting between the teacher involved and the superintendent, at which time the teacher will be notified in writing of the reason(s). The teacher may, at his/her option, have a representative of the Association present at such meeting.

D. Resignation

A teacher may terminate a contract anytime after the close of the school term and up to and including July 10 by giving written notice of resignation to the Board. Such resignations shall become effective automatically without the consent of the Board.

A resignation after July 10 must be in writing and must give the reasons for the resignation. A resignation submitted after July 10 does not become effective unless it is approved by a majority vote of the Board or written acceptance by the Superintendent.

ARTICLE V

LAYOFF AND RECALL

- A. The Board of education shall have the authority to make a reduction in the number of certificated employees as the result of a decline in pupil population, changes in curriculum, shortage of funds, or changes in the instructional personnel, or for other reasons identified by the Board and the administration.
- B. In the event there is no available position in that departmental area of certification for which the member is certified, the members in that area of certification on limited contract shall be listed according to seniority in the district and the contract of the member with the least seniority in the district shall be suspended.
- C. In the event all of the contracts of the members on limited contract have been suspended, the contracts of the members in that area of certification on continuing contract shall be suspended, according to seniority, in accordance with the provision of §3319.17 of the Ohio Revised Code.
- D. Members whose contracts are suspended shall be placed on a rehiring list in order of seniority giving continuing contract employees greater seniority regardless of the number of years. Continuing contract seniority is based on hiring date to Central Local Schools. Members shall have the right of restoration to service and accumulated seniority in the Central Local system if and when positions become vacant or are created for which any of such members are, or have become, certified. A teacher on the list who refuses full time assignment for which he is certified shall waive all future recall rights. A teacher will remain on the list for two (2) years unless reinstated, refuses recall, or submits a written request for removal.
- E. The use of volunteer aides or paid aides shall in no way result in a reduction of certificated staff.
- F. If the Board determines a RIF may occur, the Superintendent shall notify the Association and affected employees in writing by certified mail, not less than 60 days prior to the date the RIF is to be implemented. The notification shall include the reason(s) for the RIF; the position(s) to be reduced, eliminated, or not filled; the names(s) of the employees to be affected, the date of the Board action to implement the RIF and the effective date of the RIF.
- G. Suspension of employee contracts pursuant to this provision of reduction shall occur only in the period between the end of one school year and the start of the succeeding school year.
- H. For the purpose of reduction in force and evaluation, all members of the bargaining unit will be considered comparable until after the 2017-2018 contract year.

ARTICLE VI

LEAVES

A. Personal Leave

1. All personnel shall be granted three (3) days of non-cumulative, unrestricted leave without loss of salary. Except in emergency situations, individuals must apply for personal leave at least one week in advance. Personal days will not be used during the first two and final two weeks of school. Upon written request to building principal, specifying reasons, leave may be granted at the discretion of the administration.
2. No days of personal leave shall be granted on a day immediately preceding or following a school vacation. Teachers are encouraged to not request personal leave one week prior to and during state testing weeks; furthermore, personal leave is discouraged during Parent-Teacher Conferences, IEP Conferences, and/or similar events. No more than 15% of the teachers in a building may be on personal leave on the same day. The Superintendent or designee may exceed these percentages at his/her discretion.
3. No fractional days of personal leave less than one-half shall be granted, except in the case of an emergency.
4. Unpaid days off (dock days) may be granted to any employee during the school year upon written request to the superintendent.
5. The unused personal leave days of a teacher at the end of a school year shall, at the teacher's discretion, either be transferred into that teacher's sick leave accumulation balance to the maximum sick leave allowed to be accumulated by members of the bargaining unit pursuant to this contract or shall be given a monetary stipend of \$100 per day for days not utilized.

B. Professional Leave

1. Each member of the certificated staff may be granted, but is not guaranteed to be approved for, professional leave days which will lead to instructional improvements and enhanced student achievement, without loss of pay. Board contributions to defray the expenses for the staff member shall be as outlined in Article XII.
2. Should it be necessary for teachers to miss a day of school to attend meetings at the request of the administration or Board of education, teachers shall not be charged with professional leave for such days.
3. Members are encouraged to work with the LPDC to provide professional development opportunities/training to CLSD staff members after attending a professional development event.

C. Association Leave

A collective maximum total of four (4) days with pay may be authorized each school year for Association business for teachers to attend the OEA delegated assembly or for giving testimony before legislative and/or administrative bodies, or similar activities.

D. Sick Leave

1. Each member of the bargaining unit who is employed by the district full time shall be granted sick leave with pay at the rate of one and one-quarter (1-1/4) days per month of completed service to a maximum of fifteen (15) days per school year. Sick leave shall accumulate to a maximum of two hundred sixty-eight (268) days for all employees regularly employed by the Board as of the last day of school of the 1990-91 school year. Employees hired after the last day of the 1990-91 school year shall be permitted to accumulate a maximum of two hundred (200) days sick leave.
2. Teachers new to the system as well as teachers who have exhausted their accumulated sick leave shall be entitled to an advancement of sick leave up to but not exceeding the number of potential earnable days for the remainder of the school year.
3. Employees advanced fifteen (15) days sick leave at the beginning of the school year who, because of extended illness or otherwise, cannot repay the sick leave in the same school year with earned sick leave, will have the used but unearned sick leave days deducted from their salary.
4. Members may use sick leave for the following reasons:
 - (a) Personal illness, injury or pregnancy;
 - (b) Exposure to contagious disease which could be communicated to others;
 - (c) A reasonable number of days for illness, injury or death in the member's immediate family. For the purposes of this provision, immediate family shall include child, spouse, parents, grandchild, grandparents, brother, sister, mother-in-law, father-in-law, step family members or other relative living in the member's household.
 - (d) One day of sick leave may be used for the death of a close relative or close friend. The Superintendent may grant additional days from sick leave account.
5. If sick leave is used before or after a school vacation, before or after personal leave, or for more than five (5) consecutive days, a physician's note may be required giving name of consulting physician, date(s) and medical verification of absence.
6. The falsification of a sick leave statement may be grounds for suspension or termination of employment.

E. Bereavement Leave

Each certificated employee shall be granted days absence with pay each year due to the death of an immediate family member according to the following schedule:

Parent	5 days
Spouse	5 days
Child	5 days
Brother or Sister	2 days
Brother or Sister-in-law	2 days
Grandparent	2 days
Grandchild	2 days
Mother-in-Law	2 days
Father-in-Law	2 days

The superintendent may grant up to an additional five (5) days for any of the above from sick leave account.

F. Other Leaves

- 1) Leaves for military service and leaves without pay for illness or disability shall be granted in accordance with Ohio law.
- 2) Other Leaves - A full time employee may make an application for a leave of absence. The application shall be in writing and shall state the reason for the request including any special conditions which should be considered the beginning date and the ending date of the leave, which shall not be later than the last day of the school year in which the application is made. The application shall be made to the Superintendent who shall attach his/her recommendation to the application and submit it to the Board of Education for consideration.

Criteria such as the following, but not limited to these criteria shall be considered in reaching a decision:

1. Availability of a substitute;
2. The anticipated effect on the school program;
3. Timely request (sixty days will be considered adequate);
4. Length of service (minimum of three years);
5. Quality of past service rendered by the applicant;
6. The intention of the applicant to enter any other employment during the leave and the nature of the employment;
7. The intention of the applicant to return to service in this school.

When an application has been approved and the employee returns to work, he/she shall be placed in the work force at the same status which he/she held at the time the leave commenced. Placing the employee in a position of equal status, not necessarily the same position shall satisfy this requirement. The Board may, but is not required to, return the employee to the work force before the ending date of the approved leave. Computation of salary, seniority, etc., based on length of service shall not include time spent on leave. The employee shall cooperate fully with any investigation of the circumstances of the leave and failure to cooperate, or abuse of the leave, or failure to follow the purpose of the leave as stated in the application shall be grounds for termination.

This leave agreement does not limit the Board's right to exercise any legal right it may have with regards to termination or non-renewal of the employee.

When a leave has been granted, the employee agrees to notify the superintendent on or before April 1 of his/her intent to return to work in this school. It is agreed that failure to so notify the Board shall be considered as a resignation.

Any employee who does not return to work immediately after the end of the leave unless other satisfactory mutual arrangements have been made will be considered to have resigned and shall forfeit any and all rights to employment in this school.

Payment shall not be made for time spent on leave, but if a leave occurs after a teacher has accumulated deferred earnings because of work done before the leave started, the employee shall be paid at the regular rate of pay (with an adjustment in the final pay to equal the amount owed) until payment has been made for the work performed.

Current insurance benefits shall continue so long as a full regular payment is owed as described above at the time the insurance premium becomes due. Partial payments to complete the amount owed shall not qualify the employee for insurance premium payments by the Board. When the eligibility for insurance as described above has expired, the Board is under no further obligation in regard to this matter including notice of impending expiration of the insurance. Provided the insurance company agrees, an arrangement

may be made for insurance coverage to continue with the employee paying the premiums. The Board shall not be liable in any way for notification of premiums due or for collections of premiums from the employee, even if the Board serves as the conduit of premiums from the employee to the insurer. The Board at its discretion may pay any part of or all of the premiums during the leave.

G. Assault Leave

1. Notwithstanding the provision of §3319.141 of the Ohio Revised Code, the Board will grant assault leave to employees absent due to physical disability resulting from assault under the following conditions:
 - a. Any certificated teacher who must be absent from his/her duties due to physical/mental disability resulting from an assault by a student or the parent or legal guardian of a student of this system, provided that such assault is also directly related, attributable to or arising out of the employment by this system of said teacher, will be paid his/her full schedule compensation for a maximum of twenty-five (25) days. If permanently disabled, the teacher must apply for disability retirement and no assault leave shall be granted after such retirement has been approved.
 - b. Assault shall be defined as intentional physical touching, emotional or mental trauma for the purpose of inflicting injury on the teacher.
 - c. Before assault leave can be approved, the teacher shall furnish to the superintendent a written, signed statement describing the circumstances and events surrounding the assault, the cause thereof, including the location and time of assault, name and address of the victims and witnesses, and a description of the injuries sustained by each victim of the assault. If medical attention is required or sought, the teacher shall furnish a statement of the nature of the disability and its duration which has been signed by a physician licensed in Ohio. Falsification of either the written, signed statement of the events or the physician's statement shall be grounds for suspension or termination of employment.
2. Assault leave, which is approved by the superintendent, shall not be charged against sick leave earned or earnable by the teacher or leave granted under regulations adopted by the Board, pursuant to §3319.08 of the Ohio Revised Code, or any other leave to which the teacher is entitled.
3. Assault leave benefits shall not be paid if workers' compensation benefits are paid to a teacher.

H. Jury Duty and Legal Commitments

1. If a teacher is called for jury duty, the Board of Education will employ and pay the substitute. The teacher on jury duty shall be paid his or her regular salary for the days missed due to jury duty. In turn the teacher shall sign over his/her check received from the court for jury duty to the Central Local Board of Education.
2. If a teacher is called as a witness in a civil or criminal case arising out of his/her performance of his/her contractual duties, the teacher shall be excused without loss of pay. Notwithstanding the above, a teacher who is a defendant as a result of legal action brought by a student or parent against the teacher because of action by the teacher in a school related incident may be excused with pay with consent of the superintendent.

I. Teachers Filling Leaves of Absence

No teacher employed to replace a teacher on a leave of absence shall be placed on the seniority list. If the teacher is later employed in a regular position, the teacher's date on the seniority list shall be the date of employment to the regular position.

J. Family Medical Leave Act

The Central Local Board of Education shall provide family and medical leave pursuant to the Family and Medical Leave Act of 1993 ("FMLA"). An employee who has worked for the employer the required length of time under the Act and who is regularly employed to work the minimum hours for eligibility required under the Act shall be eligible for FMLA leave. Those employees taking FMLA leave are entitled to twelve (12) work weeks, days may be taken intermittently, during a twelve (12) month period commencing with the date the employee first takes FMLA leave. The Board shall pay its share of the same group health insurance coverage to eligible employees on FMLA leave and make its regular contribution as required by this contract. The Board shall provide the same group health insurance coverage to an eligible employee that is provided to the members of the bargaining unit.

An employee may take FMLA leave for the following reasons:

- A. The serious illness of an employee's spouse, parent or child, and;
- B. The employee's own serious health condition that makes employee unable to perform his/her job.
- C. Any other reasons for which leave shall be granted under the FMLA.

The employer will require an employee to use accrued vacation, personal, and/or sick leave at the employer's option.

If a husband and wife eligible for leave are employed by the employer, the combined amount of leave for birth, adoption, and parental illness shall be limited to twelve (12) weeks. In the case of seriously ill child, both employees are entitled to use up to twelve (12) weeks each.

ARTICLE VII

TEACHER EVALUATION/OBSERVATION

NON-OTES: The instrument (Page 56) and method for Non-OTES teacher evaluation/observation shall be as stated herein. The minimum number of observations for teachers employed by the district shall be two (2) per year.

Evaluation timelines for observation, pre-conferences and post-conferences for Non-OTES employees shall follow the same timeline established for OTES employees. Following each observation, the parties involved will meet within ten (10) working days to discuss the observation, unless mutually agreeing to delay discussing the evaluation. The teacher observed will receive a written report of the results within five (5) workdays following the discussion of each observation.

The person conducting the observations shall observe the teacher for no fewer than thirty (30) consecutive minutes for each required observation.

A written report of the results of the observation shall include specific recommendations regarding any improvement needed in the performance of the teacher being observed and set forth the means by which the teacher may obtain assistance in making such improvements.

Non-OTES teachers on continuing contracts shall be observed a minimum of once every three (3) years.

Committee is to be made up of 3 administrators and 3 members of TACLS, one each elementary, middle, and high selected by TACLS. Committee will review evaluation tool in use every 5 years and make a recommendation by April 1 of the year prior to implementation. Committee shall meet no later than September 30 beginning 2009. Majority of each group of representatives must agree on recommendation. See agreed upon evaluation form attached (Page 47).

It is agreed that this article shall supersede and replace §3319.111 O.R.C. for teachers being evaluated during the year that their contract is scheduled to expire.

OTES: MOU for OTES qualified teachers can be found in an MOU on page 47 of this Agreement.

ARTICLE VIII

NON-RENEWAL OF LIMITED CONTRACTS

Non-renewals shall be governed by O.R.C. 3319.11 and O.R.C. 3319.11. In accordance with O.R.C. 3319.11, teachers affected by non-renewal will be informed before June 1.

ARTICLE IX

PROGRESSIVE DISCIPLINE

No bargaining unit member shall be reprimanded, suspended, or terminated without just cause. The administration shall comply with the following progressive discipline procedure:

- First offense: Verbal warning briefly documented by date and issue to be maintained separate from the employee's personnel file.
- Second offense: Written warning/reprimand.
- Third offense: 1-3 day suspension with or without pay.
- Fourth offense: Possible termination of bargaining unit member.

The Superintendent does not have to follow the above discipline sequence if, in the opinion of the Superintendent, the action of the bargaining unit member is severe enough to warrant an immediate suspension and/or termination. The Superintendent will give the employee written notice of the reasons for which the Superintendent is considering the suspension or termination of the employee and give the employee an opportunity to reply prior to the implementation of the suspension or termination by the Superintendent.

The employee shall be given the opportunity to initial these documents prior to placement in the appropriate place. If the employee refuses to initial the document, it may be placed in the file with the notation that the employee refused to initial same. Initialing the document does not constitute agreement with the contents of the document, only that the employee is aware the document is being placed.

ARTICLE X

SCHOOL CALENDAR

- A. The board shall adopt a school calendar which follows all state requirements. TACLS may submit items to the board for consideration when the school calendar is being structured. The work year shall be one hundred and eighty-three (183) days in length.
- B. **Delay Days**

The calendar adopted may consist of two (2) two-hour delay days for the purpose of in-service, department meetings and/or curriculum mapping.
- C. The use of two and three hour delays may be used for calamity purposes. When using a three hour delay, one hour may be added to the end of the school day.
- D. Teachers shall not be required to report to work the first five (5) days that school is closed as a result of a calamity. Teachers shall be required to make up work days in the event that school is cancelled more than five (5) days per school year.
- E. In the event that teachers are required to report on a day that school is cancelled for students, teachers shall not be required to report to work until 10:00 a.m. and shall end their work day at the normal contracted time. Teachers shall not be required to report to work if there is a level 3 snow emergency declared in Defiance County or the county of residence for the teacher. If there is a level 3 snow emergency in a teacher's county of residence, but not Defiance County, the teacher will be required to work with his/her principal to schedule make-up days or duties.

ARTICLE XI

GRIEVANCE PROCEDURE

A. Introduction and Purpose

This grievance procedure is intended to establish an orderly process of resolving differences which may occur between the Board of Education or the administration and the professional staff.

The purpose of the grievance procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may arise from time to time. Both parties agree that these proceedings will be kept as informal as may be appropriate at any level of the procedure.

B. Definition

A grievance is defined as a claim by a teacher or group of teachers, or TACLS (hereinafter called the grievant) that there has been a violation, misinterpretation or misapplication of any provision of this negotiation agreement or written Board policy

C. Informal Procedure

All bargaining unit members are encouraged to consult with the Association prior to discussing potential grievances with the Administration. In the event that the grievant believes there is a basis for a grievance, he/she may first discuss, when possible, the alleged grievance with his/her principal or superintendent if the alleged violation obviously cannot be resolved by the principal. Said discussions may be held confidentially and personally by the grievant. During the course of this discussion or subsequent discussions, the grievant must indicate that he/she is indeed filing a grievance at the informal level. An informal discussion may be accomplished before procedures in the formal procedures can be instituted.

D. Formal Procedures

1. The grievant shall file a written grievance on the grievance report form no later than twenty (20) work days after the occurrence of the event giving rise to the alleged violation. The grievance shall be filed with the administrator who allegedly violated the contract. Within ten (10) work days of receipt of the written grievance form, the administrator shall meet with the grievant in an effort to resolve the grievance. The administrator shall indicate in writing his/her disposition of the grievance to the grievant within ten (10) work days after such meeting. The grievant may be represented or accompanied by counsel of choice. (If any other action is taken in regard to an alleged grievance, the formal grievance procedure is closed to that grievance.)
2. If the grievant is not satisfied with the disposition at step one, he/she shall within ten (10) work days file a written appeal of the grievance and submit same to the superintendent. Within ten (10) work days the superintendent and/or his designated representative shall meet with the grievant. Within ten (10) work days of the meeting, the superintendent shall indicate in writing his disposition and forward a copy thereof to the grievant and administrator(s) involved. The grievant may be represented or accompanied by counsel of choice.
3. After the receipt of the step two decision, the grievant, if not satisfied, may request the Association to determine whether to proceed to the arbitration step of the procedure.
4. Within fifteen (15) work days after the receipt of the step two decision, the president of the Association or designee may request in writing to the superintendent to have a hearing before an impartial arbitrator.

Selection of the impartial arbitrator shall be by mutual agreement by a representative of both parties. If agreement cannot be reached within ten (10) work days of the request of the hearing, either party or the parties jointly may petition the American Arbitration Association to provide a list of seven (7) arbitrators. Either side may reject any list in its entirety. Selection of the arbitrator shall be pursuant to the rules of the American Arbitration Association.

The hearing shall be scheduled to take place at the earliest possible date. The cost of the advisory impartial arbitrator shall be equally shared by the Board and the Association. Each party shall pay the filing fee for a grievance.

The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching a determination.

The arbitrator's binding disposition of the grievance will be forwarded to the Association president or designee and the superintendent. The Board, at its regular or a special meeting, will also take action on the arbitrator's decision and forward to the Association president the results of its action.

Grievance Expenses. If the grievance is sustained, the costs for the services of the arbitrator shall be paid by the Board. If the grievance is denied, the costs for the services of the arbitrator shall be paid by the Association. In the event of a split decision, the arbitrator shall allocate the cost of his/her services between the parties in the percentage to be determined by the arbitrator.

5. General Provisions

- A. The time limits provided for in this article shall be strictly observed but may be extended by written agreement of the parties.
- B. Nothing herein contained shall be construed to limit the right of an individual teacher to discuss a personal complaint with a supervisory person without recourse to grievance procedure.
- C. Any grievance must be filed on the authorized grievance form agreed to between the parties. Such form must provide for naming of alleged violation and so state the contention of the employee and shall indicate the relief requested.
- D. Any grievance not advanced to the next step within the time limit for that step shall be deemed resolved by the administration's last answer.
- E. Any grievance not answered by the administration within the time limit for that step shall permit the grievant to proceed to the next step of the grievance procedure.
- F. No reprisal of any kind shall be taken by or against any participants in the grievance procedures by reason of such participation.
- G. All grievances, processed responses and dispositions under this grievance procedure provision shall utilize the prescribed grievance procedure forms contained in this negotiated agreement.
- H. The Association shall have the exclusive right to determine whether to proceed to the arbitration step of the procedure.
- I. The Association shall receive copies of all communications provided the grievant in the processing of the grievance.
- J. Grievances may not be filed more than twenty (20) calendar days after the last contracted work day relative to that current school year.

K. Contract language cannot be altered or changed in any grievance settlement without Association involvement.

6. Prescribed Grievance Procedure Forms

All grievances, responses and dispositions processed under the grievance procedure provision of this negotiated agreement shall utilize the prescribed grievance forms given as Exhibit A.

ARTICLE XII

COMPENSATION, FRINGE BENEFITS, AND REIMBURSEMENT

A. Salary Checks and Deductions

All faculty members shall be paid in twenty-six (26) installments. Paydays shall be on scheduled Fridays. All employees shall be required to utilize direct deposit effective July 1, 2011. The employees may choose any bank for direct deposit.

1. Direct deposit notifications will be available on the scheduled Friday payday using secure electronic means.
2. Each teacher shall receive an itemization of the deductions with each check. Deductions will be as follows:
 - a. Mandated State Teachers Retirement - this will be deducted
 - b. Withholding tax from all checks.
 - c. Tax sheltered annuity for those teachers who have contracted for it.
 - d. Insurance premiums for those who have contracted for it.
 - e. Professional dues for those who have contracted for it will be deducted under the continuous enrollment method.
 - f. Insurance deductions for those who have contracted for it.
 - g. United Way deductions for those who have given approval.
 - h. Employees Own Credit Union.
3. Extra-curricular assignments will be paid upon completion of assignment and signed request for payment to treasurer.
4.
 - a. All members of the bargaining unit who are employed more than 50% will receive full benefits with the following exception: all members of the bargaining unit newly hired after July 1, 1994, and working less than full-time shall receive a Board contribution toward hospitalization insurance pro-rated to the length of day worked by the employee. (Example: If an employee is working 75% of the day, the Board shall contribute an amount toward the premium for hospitalization insurance equal to 75% of the amount it pays for the premium for a full-time employee.)
 - b. All members of the bargaining unit employed less than 50% will receive full benefits except for hospitalization and dental insurance. If they were hired before July 1, 1994, they will receive the equivalent of the single coverage only for hospitalization insurance. If they are newly hired after July 1, 1994, they will receive a Board contribution toward hospitalization insurance pro-rated to the length of day worked by the employee. (Example: If an employee is working 25% of the day, the Board shall contribute an amount toward the premium for hospitalization insurance equal to 25% of the amount it pays for the premium for a full-time employee.) For dental and optical insurance, they will receive the equivalent of the single coverage only.

B. Salary Notices

All members of the certified staff employed at the end of the school year shall receive an annual salary notice prior to the first day of July. Those new employees to the system hired after June 1 will receive a salary notice within 30 days. The salary notice shall give the following:

1. Base salary;
2. Itemized pay for extended time;
3. Total salary;
4. Percent of annual deductions for the State Teachers Retirement System;
5. Percent of contribution by the Central Local Board of Education to the State Teachers Retirement System;
6. Premiums paid by the Central Local Board of Education for all insurance benefits provided to employee;
7. Number of accumulated days of sick leave.

C. Regular Salary Schedule

The salary schedule attached hereto and designated Exhibit "B", shall be implemented by the Board with a base of \$32,731 for the 2015-16 school year, a base of \$33,713 for the 2016-17 school year, a base of \$34,725 for the 2017-18 school year. Bargaining unit members will recover the step that was frozen during the 2014-15 school year. Bargaining unit members will also receive the typical one (1) step increase, as normal for each of the years of this contract.

Any teacher with a masters plus six (6) semester hours of graduate credit will receive an additional \$245.00. Any teacher with a masters plus twelve (12) semester hours of graduate credit will receive \$245.00 for each six (6) semester hours of credit above a masters plus (12) semester hours of graduate credit. The hours beyond the masters for which there is compensation must be attained after the issuance date of the masters degree.

D. Supplemental Salary Schedule

The Board shall implement the supplemental salary schedule attached hereto and designated Exhibit "C" for the 2015-16 school year, 2016-17 school year, and 2017-18 school year.

E. Travel Allowance

When the teaching position requires the staff members make home visits, the Board of Education will provide reimbursement. Travel allowance shall be the mileage rate established by the Internal Revenue Service. The payment of the mileage will be contingent upon the employee submitting an itemized statement to the superintendent once each month. The mileage statements shall give the destination of each trip, purpose of the trip and the number of miles.

F. Tutoring and Home Instruction

If a teacher volunteers to tutor individual students or to give home instruction, the rate of pay shall be \$25.00 per hour. All tutoring or home instruction must be approved in advance by the superintendent and Board of

Education. Payment will be made monthly by the Board of Education upon the presentation of an itemized statement by the teacher rendering the service.

G. Summer School, Evening School and Saturday School

1. Any teacher employed to teach classes in the evening, summer, Saturday, after school intervention or after school detention shall be paid at a rate of \$25.00 per hour.

H. Severance Pay

1. Severance pay shall be paid upon retirement, death or disability in the amount of one-third (1/3) of the accumulated sick leave, with the maximum number of days paid for severance pay being sixty (60) days for 2015-16, sixty (60) days for 2016-17, and sixty (60) days for 2017-18. This shall be based upon the daily salary at the time of retirement, death or disability. Retirement and disability are defined as being that point at which the teacher begins receiving benefits from the State Teachers Retirement System. In the case of death, the beneficiary shall be the same as the beneficiary for the State Teachers Retirement System. The severance pay will be paid to an IRS Section 403(b) plan. Retirees under the age of 55 may only be paid in cash per IRS regulations.
2. Service Retirement Recognition Stipend: Bargaining unit members who first become eligible to retire from the Central Local School District with unreduced retirement benefits, who have at least fifteen (15) years of service in the district, and who receive service retirement benefits from STRS will be eligible for a service retirement recognition stipend (the stipend). The stipend will be a one-time cash payment of \$10,000.00. In order to qualify for the stipend the member must give notice of intent to retire to the Superintendent or designee not later than March 1 of the year in which he/she is eligible to retire as stated above, and retire at the end of the that school year. The stipend will be paid to 403(b) account. Such payment shall be made no later than the last day of the month following the month in which the retiring employee submits evidence of the employee having received his/her first retirement check from the retirement system. Retirees under the age of 55 may only be paid in cash per IRS regulations.

Supplemental contract salaries are not included in the calculation for this provision. In addition, employees applying for and/or receiving disability retirement are not eligible to participate in this plan.

3. Any retiring teacher, whether service or disability retirement or beneficiary in case of death, shall receive his/her severance pay in a lump sum at the time of retirement, death, or disability or after January 1 of the year following if so requested. The payment will be made as early as possible without requiring the district to borrow funds to meet this financial obligation.

I. College Credit Tuition

The Board of Education will pay a maximum collective total of \$20,000.00 per school year for the entire bargaining unit. The Board will pay \$95.00 per quarter hour or \$175.00 per semester hour for credit for teachers who take additional training. Professional leave cannot be used to collect for college credit. These hours are subject to prior approval by the superintendent. The maximum amount that will be paid to each teacher is \$1,050.00 for courses completed during the year (August 1 through July 31). All required documentation must be submitted by August 15 in order to be reimbursed by August 31 if still employed by the Central Local School District for the upcoming school year. In the event the number of teachers seeking tuition reimbursement and the amount to be reimbursed exceeds \$20,000, the amount given to each teacher shall be prorated. (Divide the total hours to be reimbursed into \$20,000 to get the rate of reimbursement for each hour taken.)

J. Salary Change

Salary can be changed at semester upon the completion of additional hours or degree. The teacher must notify the superintendent and treasurer in writing prior to December 1 of an anticipated change in the payroll and must provide an official transcript showing the additional hours of training at either the end of the quarter or as soon as possible after the close of the first semester.

K. Hospitalization Insurance

The Board shall provide Traditional PPO (Access +; T-PPO) health insurance coverage or High Deductible Health Plan (HDHP) coverage at the discretion of the employee. The employee will pay a portion of the premium each year. The premium portion paid by the employee will be a pre-tax contribution. The Board will pay an amount not greater than the "applicable percentage" of the cost of T-PPO and the employee shall pay the balance. The "applicable percentage" shall be 88%.

In the event the employee elects HDHP and the premium is less than the "applicable percentage" of the cost of T-PPO and the employee elects to make contributions to a Health Savings Account (HSA), the Board will match such HSA contribution in an amount not greater than 50% of the difference between the "applicable percentage" of the cost of T-PPO and 100% of the cost of HDHP. (See Exhibits D, E, and F for informational purposes)

In the event that a husband and wife are both employed by the Board, the Board shall provide either one single plan for each employee or one family plan for the two of them. The employees shall decide which option they wish the Board to provide. A description of benefits is attached as Exhibit "D."

A cash bonus will be paid as follows to employees who do not take health insurance for an entire plan year which shall be defined to be September 1 through August 31 each year of this contract.

L. Life Insurance

The Board will pay 100% of the premium for term life insurance up to \$35,000.00 providing the insurance carrier will cover an individual up to \$35,000.00.

M. Cash Bonus

1. A cash bonus will be paid as follows to employees who do not take health insurance for an entire plan year which shall be defined to be September 1 through August 31 each year of this contract.

- a. A single person or a person who is only eligible for a single plan under this contract shall receive \$500.00 each year he/she does not take health insurance from the board.
- b. If a husband and wife are employed by the Board and neither one takes health insurance from the Board, a \$1,250.00 bonus shall be paid to them jointly for their family unit each year.
- c. An employee with a family who does not take health insurance from the Board shall receive a \$1,250.00 bonus each year.

Payment of the above bonus (a-c) does not apply to members employed for less than 50% of a full-time position. Payment of the above bonus (a-c) will be made the first pay day in September for the previous school year.

N. Dental Insurance

The Board shall continue to provide the current dental plan or its equivalent and pay 100% of the premium. However, if a husband and wife are both employed by the Board, the Board shall provide one dental plan for the family and not two separate plans. Specifications and co-insurance amounts are attached as Exhibit "E".

1. The Board shall provide a \$100.00 cash bonus each year to a couple when both husband and wife are employed by the Board and only one of them is taking the dental plan.

O. Optical Insurance

The Board shall purchase vision insurance protection for each member of the bargaining unit and his/her family. The Board shall pay 100% of the cost of the following program. A description of the plan is attached as Exhibit F.

\$20.00 Co-Payment with exams every 12 months, lenses every 24 months, and frames every 24 months.

P. STRS - "Pick Up"

The Board agrees to designate mandatory contributions to State Teachers Retirement System as "picked up" by the Board on behalf of the employees in the bargaining unit although they shall continue to be designated as employee contributions on the following terms and conditions:

1. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer "pick up."
2. The amount of the employee's income reported by the Board as subject to federal and state income tax shall be the employee's total gross income reduced by the mandated STRS which has been designated as "picked up" by the Board.
3. The amount designated as "picked up" by the Board shall be included in computing all compensation; example, sick leave, supplemental salaries, extended time, final average salary, etc., provided that no employees' total salary is increased by such "pick up" nor is the Board's total contribution to STRS increased thereby.

Q. Hiring Retired Teachers

Terms and salary for hiring retired teachers to certified positions shall be as follows:

1. Teachers who have retired and who are or will be receiving benefits through STRS may be employed by the Central Local School District Board of Education. There shall be no expectation that any such teacher, whether formerly an employee of the Central Local Board of Education or not, will be offered employment. The District reserves the right to offer or not to offer such employment selectively, based on the needs of the District, and no reason will be given for declining to offer such employment to anyone pursuant to this provision.
2. The salary to be paid to the retired teacher shall be based on the appropriate placement on the existing teacher salary schedule training column with years of experience being granted to a teacher hired pursuant to this provision to be determined by the Board, but no fewer than five years or more than ten. Once placed, the teacher will advance on the salary schedule but will not exceed ten at any time. To the extent this provision shall be in conflict with §3317 of the Ohio

Revised Code or any other section of the Ohio Revised Code, this subparagraph shall supersede and replace those sections of law with which it is in conflict.

3. Returning retirees are not entitled to any severance benefits or retirement incentive benefits.
4. Retired teachers shall be eligible for Board-provided health insurance in accordance with the provisions of this Agreement.
5. Teachers employed pursuant to this provision, upon initial employment, shall start with a zero sick leave accumulation balance but shall earn sick leave at the same rate as other members of the bargaining unit.
6. Teachers employed pursuant to this provision shall receive one (1) year limited contracts and shall not be eligible for continuing contracts, regardless of their years of service or license held.
7. Each one-year contract shall automatically expire upon the completion of the year. If the Board gives the teacher notice by April 30, he/she will not be offered a contract the next year. It shall not be necessary for the District to take formal action to not re-employ the employee pursuant to §3319.11 of the Ohio Revised Code, in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract.
8. In the event of a reduction in force, a teacher employed pursuant to this provision will not be considered to have any seniority over any other teacher although a teacher employed pursuant to this provision will be a member of the bargaining unit in accordance with the negotiated agreement.
9. All of the terms and conditions of employment set forth in the preceding numbered paragraphs shall supersede and replace any sections of the Ohio Revised Code with which they are in conflict including, but not limited to, §3319.11, §3319.111 and §3317 of the Ohio Revised Code.

ARTICLE XIII

PROFESSIONAL MEETING

Teachers desiring to attend professional meetings shall submit their request to the building principal or the superintendent at least ten (10) working days prior to the meeting, exceptions may be granted. Final approval or rejection of the request shall rest with the superintendent.

The Board of Education will help to defray the expenses for attending professional meetings related to the curricular program of the school as follows:

- A. Maximum of \$35.00 per day for meals.
- B. Travel to and from the meeting will be as stated in the negotiated agreement.
- C. For one-day meetings, overnight hotel bills to a maximum of \$100.00 per person may be approved for distances of more than one hundred (100) miles from Sherwood. For meetings of two (2) or more days, overnight hotel bills to a maximum of \$100.00 per person per night may be approved for distances of more than fifty (50) miles from Sherwood.
- D. All registration fees.

If another organization or agency is also paying expenses to some degree, this amount will be deducted from the approved rate.

In addition to the daily allowance, the Board of Education will also pay the salary for a substitute teacher for the approved number of days. Days used beyond those granted will cause deductions from the teacher's salary.

ARTICLE XIV

FAIR SHARE FEE

The Central Local Board of Education agrees to automatic payroll deduction, as a condition of employment, of an amount equal to the dues of the United Teaching Profession from the pay of all bargaining unit members who elect not to become members of the United Teaching Profession, (NEA, OEA, NWOEA, TACLS), or who elect not to remain members.

The treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the check off of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual membership dues less the amount previously paid through payroll deduction. Termination of membership during the membership year must comply with all OEA and NEA policies and guidelines.

The amount of the fair share fee for each school year is determined by OEA/TACLS and, if paid by payroll deduction, the first deduction will occur on the first pay after January 15 or thirty (30) days after the OEA mails its financial documents to the fair share payer, whichever is later. Dues rates and fair share fee rates shall be transmitted by the Association to the treasurer of the Board for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

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

Upon timely demand, non-members may appeal to the Association the payment of the fair share fee pursuant to the internal procedure adopted by the Association, or such non-members may submit such appeals as provided by law.

Implementation of this fair share fee provision shall begin in the first paycheck received in October, by bargaining unit members who have elected not to be members of the Association; the Association agrees to notify all such non-members of their right to become members of the Association during the month of September.

Nevertheless, the amount to be deducted from the pay of all non-Association members shall be the full dues of the United Teaching Profession, unless the Association notifies the treasurer of the Board to the contrary, and such deductions shall continue through the remaining number of payroll periods over which Association membership dues are deducted.

The above fair share fee provision shall be an exclusive right of the Association not granted to any other employee organization seeking to represent employees in the bargaining unit represented by the Association.

ARTICLE XV

PERSONNEL FILES

The official personnel file of each member of the bargaining unit shall be maintained at the superintendent's office. This file shall be kept confidential to the extent permitted by law except that the file may be reviewed by Board members, superintendent, administrators, treasurer, central office secretaries, and those persons authorized to do so in writing by the individual.

All reprimands, evaluations and any derogatory information shall be shown to the employee prior to placement in his/her file and a copy shall be provided to the employee. The employee shall be given the opportunity to initial these documents prior to placement in his/her file. If the employee refuses to initial the document, it may be placed in the file with the notation that the employee refused to initial same. Initialing the document does not constitute agreement with the contents of the document, only that the employee is aware the document is being placed in the file.

In the event an employee wishes to place written rebuttal in his/her file with regard to any material contained in it, he/she shall have the right to do so.

The individual employee shall have the right to review or copy his/her file in the presence of the superintendent or designee during the regular business hours of the superintendent's office. In addition, the employee may review or copy the file in the presence of his/her representative and authorize the review of or copy of his/her file by a representative or other person provided that authorization is given in writing. An employee has the right to one (1) copy of his/her file upon request, not to exceed 24 hours, unless otherwise waived.

ARTICLE XVI

MISCELLANEOUS

A. Local Professional Development Committee(s) (LPDC)

The Board will follow state mandated guidelines concerning the Local Professional Development Committee. Teachers on the committee shall be chosen by TACLS. Teachers serving on this committee will not have professional days charged against them. Reimbursement will be the same as in the current Professional Leave language. Teachers serving on the committee will be paid a minimum of \$40.00 per hour. The majority on this committee shall be comprised of teachers if that is permitted by the state mandate.

B. Resident Educator Program

RESIDENT EDUCATOR

Resident Educators are an entry level teacher in their first, second, third, or fourth year of teaching who holds a Resident Educator license. The Resident Educators shall be included in the OTES process for each Resident Educator and all Evaluations will be conducted according to the Negotiated Agreement. Resident Educators own all tools, evidence, and artifacts completed while participating in the Resident Educator Program. Resident Educator Program documents shall not be collected for use by the employer. All Mentors and Resident Educators shall cooperate, report and collaborate with the Program Coordinator to complete the Resident Educator Program. If a conflict arises between a Mentor and their Resident Educator and cannot be resolved between said parties, then either party may make a one-time annual request to the Program Coordinator for reassignment. The request of change does not require reasons. The Program Coordinator and the Building Principal shall work cooperatively to make another appropriate assignment.

If a Resident Educator and mentor are reassigned, both parties must continue to abide by the confidentiality rules outlined in this agreement.

The Resident Educator Program and all participants shall follow all required ODE guidelines.

6. PROTECTIONS

The Resident Educator shall be held harmless in the event that the employer fails or refuses to certify the completion of the program. A Resident Educator Mentor shall be held harmless in the event that a Resident Educator fails or does not complete the program. A Resident Educator Mentor shall be held harmless in the event the Board non-renews the Resident Educator. If the District does not comply with the Resident Educator program as required by law, the District has the burden of rectifying the situation with ODE for the Resident Educator.

Mentors shall not participate in the evaluation of their assigned Resident Educator. Mentors shall not be requested or directed to make any recommendation regarding the continued employment of the Resident Educator. No Mentor shall be requested or directed to divulge information from the written documentation, or confidential Mentor/Resident Educator discussions. All interactions, written or oral, between the Mentor and the Resident Educator shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of the tenet by the Mentor shall constitute ground for immediate removal from his/her role as Mentor. Mentors shall communicate directly with the Resident Educators and shall not discuss/report the performance and progress of the Resident Educator with any administrator, assessor, or other teacher.

C. Maintenance of Standards

All conditions of employment shall be maintained at not less than the highest minimum standards in effect at the time this contract is signed, provided that such conditions shall be improved for the benefit of the employees as required by the express provision of this contract. This contract shall not be interpreted or applied to deprive employees of advantages heretofore enjoyed unless otherwise expressly stated herein.

D. Labor Management Committee

1. A committee shall be established that will consist of the Superintendent or his/her designee and three (3) members chosen by the Superintendent or Board, the President of the Association or designee and one (1) representative from each building level appointed by TACLS.
2. The school calendar, school programs, in-service, education problems, and building needs will be legitimate items for discussion. Grievances and contractual changes are not appropriate subjects for the LMC. This committee shall not be formed in place of continuing conversation at the building level.
3. Concerns presented at LMC shall be tracked, followed-up on and evaluated by the members of the LMC.
4. Meetings shall be held once a month unless otherwise mutually agreed upon. An agenda shall be submitted to both parties at least 48 hours prior to the meeting. Any member of the committee may submit an item for inclusion on the agenda prior to its distribution. The intent is for each side to come to the meeting as well prepared as possible.
5. Unless the parties mutually agree otherwise, the Association and the Administration will alternate as secretary and will prepare minutes of the meeting. Before distribution, both parties shall review the minutes. Copies will be provided to all administrators, Board members, and Association Representatives and members.
6. The committee is in no way to be confused with faculty meetings, departmental or grade level meetings.
7. Each member on the LMC will be properly trained by FMCS on Labor Management Committee process. Following the training, the committee will develop guidelines to follow.

ARTICLE XVII

DURATION

This contract shall be effective August 1, 2015, and shall remain in full force and effect through July 31, 2018, at which time it shall expire.

This contract is duly executed by the authorized representatives of the Central Local Board of Education and TACLS on the dates set forth opposite their name.

CENTRAL LOCAL BOARD OF EDUCATION

Dated: 6-27-16

By: Jeff Inwood
President

Dated: 6/24/16

By: Kenny Sample
Treasurer

TEACHERS ASSOCIATION OF CENTRAL LOCAL SCHOOLS (TACLS)

Dated: 6/23/16

By: Brenda S. W.
President

Dated: 6/23/16

By: Marcy R. Stokes
Bargaining Chairperson

EXHIBIT A

Grievance No. _____

Name of Grievant _____ Assignment _____

Date _____ Building _____

AAAAAAAAAAAA
Step One

GRIEVANCE REPORT FORM
(TO BE FILED WITH THE PRINCIPAL)

A. Date of Grievance _____

B. (1) Statement of Grievance _____

(2) Relief Sought _____

Grievant Date

AAAAAAAAAAAA

C. Disposition by Administrator _____

Signature Date

One copy to each of the following: Grievant, Association Representative and Superintendent

EXHIBIT A (continued)

Grievance No. _____

Name of Grievant _____ Assignment _____

Date _____ Building _____

AAAAAAAAAAAA

Step Two

GRIEVANCE REPORT FORM

(TO BE FILED WITH THE SUPERINTENDENT)

A. Position of Grievance _____

Signature Date

AAAAAAAAAAAA

B. Disposition by Superintendent _____

Signature Date

One copy to each of the following:

Principal, Grievant and Association Representative

EXHIBIT B

Salary Schedule

YEARS OF SERVICE	BACHELOR'S DEGREE	BACHELOR WITH 150 HOURS	BACHELOR WITH 180 HOURS OR MASTERS	MASTER'S DEGREE +12 HOURS
	index	index	index	index
0	1.00	1.040	1.09	1.1500
1	1.04	1.090	1.15	1.2150
2	1.08	1.140	1.21	1.2800
3	1.12	1.190	1.27	1.3450
4	1.16	1.240	1.33	1.4100
5	1.20	1.290	1.39	1.4750
6	1.24	1.340	1.45	1.5400
7	1.28	1.390	1.51	1.6050
8	1.32	1.440	1.57	1.6700
9	1.36	1.490	1.63	1.7350
10	1.40	1.540	1.70	1.8100
11	1.44	1.590	1.76	1.8750
15	1.49	1.635	1.790	1.9075
19	1.52	1.660	1.820	1.9500
23	1.55	1.685	1.860	1.9925
27	1.58	1.715	1.890	2.030

EXHIBIT B (1)

**CENTRAL LOCAL SCHOOL DISTRICT
SALARY SCHEDULE
EFFECTIVE AUGUST 1, 2015**

BASE
\$32,731

YEARS OF SERVICE	BACHELOR'S DEGREE		BACHELOR WITH 150 HOURS		BACHELOR WITH 180 HOURS OR MASTERS		MASTER'S DEGREE +12 HOURS	
	Salary	Index	Salary	Index	Salary	Index	Salary	Index
0	\$32,731	1.0000	\$34,041	1.0400	\$35,677	1.0900	\$37,641	1.1500
1	\$34,041	1.0400	\$35,677	1.0900	\$37,641	1.1500	\$39,769	1.2150
2	\$35,350	1.0800	\$37,314	1.1400	\$39,605	1.2100	\$41,896	1.2800
3	\$36,659	1.1200	\$38,950	1.1900	\$41,569	1.2700	\$44,024	1.3450
4	\$37,968	1.1600	\$40,587	1.2400	\$43,533	1.3300	\$46,151	1.4100
5	\$39,278	1.2000	\$42,223	1.2900	\$45,497	1.3900	\$48,279	1.4750
6	\$40,587	1.2400	\$43,860	1.3400	\$47,460	1.4500	\$50,406	1.5400
7	\$41,896	1.2800	\$45,497	1.3900	\$49,424	1.5100	\$52,534	1.6050
8	\$43,205	1.3200	\$47,133	1.4400	\$51,388	1.5700	\$54,661	1.6700
9	\$44,515	1.3600	\$48,770	1.4900	\$53,352	1.6300	\$56,789	1.7350
10	\$45,824	1.4000	\$50,406	1.5400	\$55,643	1.7000	\$59,244	1.8100
11	\$47,133	1.4400	\$52,043	1.5900	\$57,607	1.7600	\$61,371	1.8750
15	\$48,770	1.4900	\$53,516	1.6350	\$58,589	1.7900	\$62,435	1.9075
19	\$49,752	1.5200	\$54,334	1.6600	\$59,571	1.8200	\$63,826	1.9500
23	\$50,734	1.5500	\$55,152	1.6850	\$60,880	1.8600	\$65,217	1.9925
27	\$51,715	1.5800	\$56,134	1.7150	\$61,862	1.8900	\$66,445	2.0300

EXHIBIT B (2)

CENTRAL LOCAL SCHOOL DISTRICT
SALARY SCHEDULE
EFFECTIVE AUGUST 1, 2016

BASE
\$33,713

YEARS OF SERVICE	BACHELOR'S DEGREE		BACHELOR WITH 150 HOURS		BACHELOR WITH 180 HOURS OR MASTERS		MASTER'S DEGREE + 12 HOURS	
	Salary	Index	Salary	Index	Salary	Index	Salary	Index
0	\$33,713	1.0000	35,062	1.0400	\$36,747	1.0900	\$38,770	1.1500
1	\$35,062	1.0400	\$36,747	1.0900	\$38,770	1.1500	\$40,962	1.2150
2	\$36,410	1.0800	\$38,433	1.1400	\$40,793	1.2100	\$43,153	1.2800
3	\$37,759	1.1200	\$40,119	1.1900	\$42,816	1.2700	\$45,344	1.3450
4	\$39,107	1.1600	\$41,804	1.2400	\$44,839	1.3300	\$47,536	1.4100
5	\$40,456	1.2000	\$43,490	1.2900	\$46,861	1.3900	\$49,727	1.4750
6	\$41,804	1.2400	\$45,176	1.3400	\$48,884	1.4500	\$51,918	1.5400
7	\$43,153	1.2800	\$46,861	1.3900	\$50,907	1.5100	\$54,110	1.6050
8	\$44,502	1.3200	\$48,547	1.4400	\$52,930	1.5700	\$56,301	1.6700
9	\$45,850	1.3600	\$50,233	1.4900	\$54,953	1.6300	\$58,493	1.7350
10	\$47,199	1.4000	\$51,918	1.5400	\$57,313	1.7000	\$61,021	1.8100
11	\$48,547	1.4400	\$53,604	1.5900	\$59,335	1.7600	\$63,212	1.8750
15	\$50,233	1.4900	\$55,121	1.6350	\$60,347	1.7900	\$64,308	1.9075
19	\$51,244	1.5200	\$55,964	1.6600	\$61,358	1.8200	\$65,741	1.9500
23	\$52,256	1.5500	\$56,807	1.6850	\$62,707	1.8600	\$67,174	1.9925
27	\$53,267	1.5800	\$57,818	1.7150	63,718	1.8900	\$68,438	2.0300

EXHIBIT B (3)

CENTRAL LOCAL SCHOOL DISTRICT
SALARY SCHEDULE
EFFECTIVE AUGUST 1, 2017
BASE
\$34,725

YEARS OF SERVICE	BACHELOR'S DEGREE		BACHELOR WITH 150 HOURS		BACHELOR WITH 180 HOURS OR MASTERS		MASTER'S DEGREE + 12 HOURS	
	Salary	Index	Salary	Index	Salary	Index	Salary	Index
0	\$34,725	1.0000	\$36,114	1.0400	\$37,850	1.0900	\$39,933	1.1500
1	\$36,114	1.0400	\$37,850	1.0900	\$39,933	1.1500	\$42,190	1.2150
2	\$37,503	1.0800	\$39,586	1.1400	\$42,017	1.2100	\$44,448	1.2800
3	\$38,892	1.1200	\$41,322	1.1900	\$44,100	1.2700	\$46,705	1.3450
4	\$40,281	1.1600	\$43,059	1.2400	\$46,184	1.3300	\$48,962	1.4100
5	\$41,670	1.2000	\$44,795	1.2900	\$48,267	1.3900	\$51,219	1.4750
6	\$43,059	1.2400	\$46,531	1.3400	\$50,351	1.4500	\$53,476	1.5400
7	\$44,448	1.2800	\$48,267	1.3900	\$52,434	1.5100	\$55,733	1.6050
8	\$45,837	1.3200	\$50,004	1.4400	\$54,518	1.5700	\$57,990	1.6700
9	\$47,226	1.3600	\$51,740	1.4900	\$56,601	1.6300	\$60,247	1.7350
10	\$48,615	1.4000	\$53,476	1.5400	\$59,032	1.7000	\$62,852	1.8100
11	\$50,004	1.4400	\$55,212	1.5900	\$61,115	1.7600	\$65,109	1.8750
15	\$51,740	1.4900	\$56,775	1.6350	\$62,157	1.7900	\$66,237	1.9075
19	\$52,781	1.5200	\$57,643	1.6600	\$63,199	1.8200	\$67,713	1.9500
23	\$53,823	1.5500	\$58,511	1.6850	\$64,588	1.8600	\$69,189	1.9925
27	\$54,865	1.5800	\$59,553	1.7150	\$65,630	1.8900	\$70,491	2.0300

EXHIBIT C

SUPPLEMENTAL SALARY SCHEDULE

The supplemental salary schedule will utilize the following index based upon the beginning salary. Year of experience shall be defined as the number of years at the current position within the last seven years for the Central Local Schools. There is one exception under Activity: Coaching -- if a coach accepts a position at a lower level within the same sport, there will be no loss of years of experience. Seventh, eighth and ninth grades are considered to be of the same level. If there is more than one coach/advisor allowed, indicated with a number at the end of the title, and if there are fewer employed than the number specified, the person(s) obtaining said position will be paid equivalent of the number listed at the end of the title.

	<u>Experience</u>	
	<u>0-4 Years</u>	<u>5 Years</u>
ATHLETICS		
Athletics Director (1)	.2200	.2600 (See AD Agreement)
FOOTBALL		
Varsity Football (1)	.2017	.2400
Varsity Assistant Football (1)	.1233	.1500
Varsity Assistant Football (3)	.1000	.1200
7th/8th Grade Football (1)	.0650	.0800
7th/8th Grade Asst. Football (1)	.0550	.0635
VOLLEYBALL		
Varsity Volleyball (1)	.1617	.1900
Varsity Assistant Volleyball (1)	.0933	.1150
8th Grade Volleyball (1)	.0650	.0800
7th Grade Volleyball (1)	.0625	.0720
CROSS COUNTRY		
Varsity 7/8th Cross Country Boys (2)	.1225	.1450
Varsity, 7/8th Cross Country Girls (2)	.1225	.1450
GOLF		
Varsity Golf – Boys & Girls (1)	.1267	.1500
Varsity Assistant Golf – Boys & Girls (1)	.0733	.0900
BOYS BASKETBALL		
Varsity Boys Basketball (1)	.2017	.2400
Varsity Assistant Boys Basketball (1)	.1233	.1500
Freshman Basketball (1)	.0650	.0800
8th Grade Boys Basketball (1)	.0650	.0800
7th Grade Boys Basketball (1)	.0625	.0720
GIRLS BASKETBALL		
Varsity Girls Basketball (1)	.2017	.2400
Varsity Assistant Girls Basketball (1)	.1233	.1500
Freshman Basketball (1)	.0650	.0800
8th Grade Girls Basketball (1)	.0650	.0800
7th Grade Girls Basketball (1)	.0625	.0720

EXHIBIT C – SUPPLEMENTAL SALARY SCHEDULE CONT'D

WRESTLING

Varsity Wrestling (1)	.1617	.1900
Varsity Assistant Wrestling (1)	.0933	.1150
7th & 8th Grade Wrestling (1)	.0650	.0800

TRACK

Varsity Track – Boys & Girls (1)	.1367	.1600
Varsity Assistant Boys & Girls (1)	.0783	.0950
Varsity Assistant Boys & Girls (1)	.0700	.0850
7th & 8th Grade Boys Track (1)	.0550	.0635
7th & 8th Grade Girls Track (1)	.0550	.0635

BASEBALL

Varsity Baseball (1)	.1367	.1600
Varsity Assistant Baseball (1)	.0783	.0950

SOFTBALL

Varsity Softball (1)	.1367	.1600
Varsity Assistant Softball (1)	.0783	.0950

CHEERLEADING

Varsity Cheerleading (1)	.1617	.1900
Varsity Assistant Cheerleading (1)	.0933	.1150
7th & 8th Grade Cheerleading (1)	.0350	.0450

MISC. ATHLETICS

Ticket Manager (1)	.1200	.1400
Mat Maid Advisor (1)	.0350	.0450
Weightlifting (1)	.0500	.0600
Weightlifting Assistant (1)	.0300	.0400

NON-ATHLETICS

Band Activities Director (1)	.1500	.1800
Asst. Band Activities Director (1)	.0900	.1100
Band Guard Advisor (1)	.0150	.0200
Chorus Activities Director (1)	.0900	.1100
FCCLA Advisor (1)	.0400	.0500
FFA Advisor (1)	.0400	.0500
Foreign Language Advisor (1)	.0300	.0400
Junior Class Advisor (1)	.0150	.0200
Math Club Advisor (1)	.0400	.0500
Majorette Advisor (1)	.0150	.0200
NHS Advisor (1)	.0400	.0500

EXHIBIT C – SUPPLEMENTAL SALARY SCHEDULE CONT'D.

Mentor/Teacher	.0250	.0350
Mentor/Coordinator (1)	.0272	.0372
Paper – High School Advisor (1)	.0500	.0600
Paper – Middle School Advisor (1)	.0400	.0500
Passport Advisor (1)	.0500	.0600
SAE Advisor	.0300	.0400
HS Scholastic Team Advisor (1)	.0500	.0600
Student Council – High School Advisor (1)	.0400	.0500
Student Council – Middle School Advisor (1)	.0150	.0200
Senior/Freshman Advisor (1)	.0150	.0200
Sophomore Class Advisor (1)	.0900	.1100
Assistant Sophomore Class Advisor (1)	.0425	.0550
Varsity Club Advisor (1)	.0400	.0500
Yearbook Advisor (1)	.1000	.1200
VICA	.0300	.0400
MS Scholastic Team Advisor (1)	.0350	.0450
DEPARTMENT HEADS		
Grades 6-12 Language Arts (1)	.0500	.0600
Grades 6-12 Math (1)	.0500	.0600
Grades 6-12 Science (1)	.0500	.0600
Grades 6-12 Social Studies (1)	.0500	.0600
LEAD TEACHER		
Kindergarten (1)	.0500	.0600
Grade 1 (1)	.0500	.0600
Grade 2 (1)	.0500	.0600
Grade 3 (1)	.0500	.0600
Grade 4 (1)	.0500	.0600
Grade 5 (1)	.0500	.0600
Elementary Related Arts (1)	.0500	.0600
Elementary Special Education/Intervention (1)	.0500	.0600

NOTE: Yearly rotation of lead teacher position.

EXHIBIT D (1)

SCHEDULE OF COVERED MEDICAL EXPENSES

BENEFITS and PROVISIONS	Access+ 1A Plan	
	In-Network	Out-of-Network
Calendar Year Deductible (taken before benefits are payable unless waived). Charges applied to Deductible during last three months of a Calendar Year also apply toward Deductible for the next Calendar Year.	\$500/person \$1,000/family	\$750/person \$1,500/family
	In and Out of Network Deductible amounts are separately tracked	
Out-of-Pocket Maximum per Calendar Year (excludes Deductibles). After amount is reached, 100% level of benefits applies for that Calendar Year. Co-pays, penalties, expenses not covered, and amounts over Plan maximums do not apply to, and are not affected by, this provision.	\$3,000/person \$6,000/family	\$4,350/person \$8,700/family
	In and Out of Network Out of Pocket Maximum amounts are separately tracked	
ANNUAL BENEFIT MAXIMUM	NO LIMIT	
Benefits subject to the penalty as stated per occurrence (in addition to Deductible) when pre-certification procedures are not followed.	TO PRE-CERTIFY, CALL THE TOLL-FREE NUMBER ON YOUR ID CARD	

PRESCRIPTION DRUG COVERAGE

Prescription Drug Card Benefit (up to 34-day supply through participating pharmacies) <u>Deductible does not apply</u>	<ul style="list-style-type: none"> • \$10 co-pay Generic • \$30 co-pay Formulary Brand • \$55 co-pay Non-Formulary Brand • \$75 co-pay Specialty <p>NOTE: Maintenance drugs must be filled through Mail Order after 3 pharmacy fills.</p>
Mail Order Drug Benefit (up to 90-day supply through Mail Order vendor) <u>Deductible does not apply</u>	<ul style="list-style-type: none"> • \$20 co-pay Generic • \$60 co-pay Formulary Brand • \$110 co-pay Non-Formulary Brand • \$150 co-pay Specialty
Penalty for purchasing non-Generic when Generic Drug is Available	For both the Drug Card and Mail Order Drug benefit, if a Covered Person purchases a brand name medication when a generic is available, then, in addition to the brand co-pay, he must also pay the difference in price between the generic and brand medication.

EXHIBIT D (2)

SCHEDULE OF COVERED MEDICAL EXPENSES

BENEFITS and PROVISIONS	HDHP Plan	
	In-Network	Out-of-Network
Calendar Year Deductible <i>*There is no limit to the amount that any one person may apply towards the family deductible. However, note that the entire family deductible amount must be met before any benefits are payable for any individual in the family (except for Wellness benefits where Deductible is waived).</i>	\$1,500/Employee only Plan \$3,000/family Plan*	\$3,000/Employee Only Plan \$6,000/family Plan*
	<i>In and Out of Network Deductible amounts are combined toward the annual maximums.</i>	
Out-of-Pocket Maximum per Calendar Year (<i>excludes</i> Deductibles). <i>After amount is reached, 100% level of benefits applies for that Calendar Year. Penalties, expenses not covered and amounts over Plan maximums do not apply to, and are not affected by, this provision.</i>	\$2,500/person \$5,000/family	\$5,000/person \$9,000/family
	<i>In and Out of Network Out of Pocket Maximum amounts are separately tracked</i>	
ANNUAL BENEFIT MAXIMUM	NO LIMIT	
Benefits subject to the penalty as stated per occurrence (<i>in addition to Deductible</i>) when pre-certification procedures are not followed.	TO PRE-CERTIFY, CALL THE TOLL-FREE NUMBER ON YOUR ID CARD	

PRESCRIPTION DRUG COVERAGE

<p>Prescription Drug Card Benefit (<i>up to 34-day supply through participating pharmacies</i>)</p> <p>Covered drugs may be obtained through participating pharmacies and paid at 100% "out of pocket" (note that substantial discounts are available through these pharmacies) until the In-Network Calendar Year Deductible is met. After that Deductible is met, additional covered drugs are available at the co-pays shown at right for the remainder of that Calendar Year.</p>	<p>The following co-pays per prescription or refill apply only after the In-Network Calendar Year Deductible is met. These co-pays will apply to the In-Network Out of Pocket Maximum.</p> <ul style="list-style-type: none"> • \$10 co-pay Generic • \$25 co-pay Formulary Brand • \$45 co-pay Non-Formulary Brand
<p>Mail Order Drug Benefit (<i>up to 90-day supply through Mail Order vendor</i>)</p> <p>Covered maintenance drugs may be obtained through contracted Mail Order Program and paid at 100% "out of pocket" (note that substantial discounts are available through this program) until the In-Network Calendar Year Deductible is met. After that Deductible is met, additional covered drugs are available at the co-pays shown at right for the remainder of that Calendar Year.</p>	<p>The following co-pays per prescription or refill apply only after the In-Network Calendar Year Deductible is met. These co-pays will apply to the In-Network Out of Pocket Maximum.</p> <ul style="list-style-type: none"> • \$20 co-pay Generic • \$40 co-pay Formulary Brand • \$60 co-pay Non-Formulary Brand

EXHIBIT E

DENTAL INSURANCE

The Board shall purchase through Northern Buckeye Education Council, dental insurance coverage, for each member of the bargaining unit and his/her eligible dependents, equal to or exceeding the specifications below. The full cost of this program and any increases thereof, shall be paid by the Board. Furthermore, the co-insurance amounts as listed below shall be based upon reasonable and customary charges.

Specifications:

Maximum Benefits per Covered person	\$2,500.00 per year
Deductible - Individual	\$ 25.00 per year
Deductible - Family	\$ 50.00 per year

Co-Insurance Amounts:

Diagnostic and Preventive Services	100%
Routine Dental Services	80%
Major Dental Services	60%
Orthodontic Services	60%
	(Maximum \$1,800)
Adult Orthodontics	Yes
Sealants	Covered to age 14

EXHIBIT F

VISION INSURANCE

The Board shall purchase through Northern Buckeye Education Council, vision insurance coverage, for each member of the bargaining unit and his/her eligible dependents, equal to or exceeding the specifications below. The full cost of this program and any increases thereof, shall be paid by the Board.

Specifications:

\$20.00 copay every 12 months

WellVision Exam® Every 12 Months

- Focuses on your eye health and overall wellness.

Prescription Glasses

- Lenses Every 24 Months
 - Single vision, lines bifocal, and lined trifocal lenses.
- Frames Every 24 Months
 - \$120.00 allowance for frame of your choice.
 - 20% off the amount over your allowance.

~OR~

- **Contact Lenses** Every 24 Months
 - \$120 allowance for contacts and the contact lens exam (*fitting and evaluation*).
 - 15% off cost of contact lens exam (*fitting and evaluation*).
 - Current soft contact lens wearers may qualify for a special program that includes a contact lens evaluation and initial supply of lenses.

Diabetic Eyecare Program \$5.00 Copay

- Services related to Type 1 Diabetes, visit vsp.com or ask your VSP doctor for details.
-

Extra Discounts and Savings

- Average 35-40% savings on all non-covered lens options.
- 30% off additional glasses and sunglasses, including lens options, from the same VSP doctor on the same day as your WellVision Exam. Or get 20% off from any VSP doctor within 12 months of your last WellVision Exam.
- **Laser Vision Correction**
 - Average 15% off the regular price or 5% off the promotional price. Discounts only available from contracted facilities.
 - After surgery, use your frame allowance (*if eligible*) for sunglasses from any VSP doctor.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by the **CENTRAL LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** ("Board") and the **TEACHERS' ASSOCIATION OF THE CENTRAL LOCAL SCHOOLS** ("Association").

WHEREAS, the Board and the Association are parties to a current Collective Bargaining Agreement in effect from August 1, 2015 through July 31, 2018; and

WHEREAS, the Board of Education is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education (codified under sections 3319.111, 3319.111(A), and 3319.112 of the Ohio Revised Code) and aligns with the "Standards for the Teaching Profession" as set forth in State law; and as recently modified by House Bill 64; and

WHEREAS, the Board and the Association wish to enter into a Memorandum of Understanding regarding the use of the Ohio Teacher Evaluation System ("OTES") until a successor agreement is negotiated; and

NOW, THEREFORE, BE IT AGREED upon by the Board and the Association as follows:

1. **PURPOSE:** a standards-based teacher evaluation program which conforms to the framework for evaluation of teachers as approved by the State Board of Education shall be implemented as set forth herein. The Board adopts the OTES model as approved by the State Board of Education. The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers. This policy shall be implemented as set forth herein.
2. **DEFINITION OF A TEACHER:**
 - a. The teacher evaluation procedure contained in this section applies to the following employees of the District:
 - b. Teachers working under a license issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Ohio Revised Code who spends at least fifty (50) percent of their employed time providing student instruction.
 - c. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2003 who spends at least fifty (50) percent of their employed time providing student instruction.
 - d. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2006 who spends at least fifty (50) percent of their employed time providing student instruction.
 - e. Teachers working under a permit issued under 3319.301 of the Ohio Revised Code who spend at least fifty (50) percent of their employed time providing student instruction.

f. Teachers who do not meet the above criteria will be evaluated utilizing the evaluation procedures in the Article VII of the CBA using the same timelines and frequency for statutorily defined teachers set forth in this MOU.

3. **CONSULTATION:** A Teacher Evaluation Committee shall be created consisting of representatives from the Administration and the Association. At a minimum, the committee shall convene when revisions to the law necessitate, upon revision or replacement of ODE forms, and/or at the end of each year to review the evaluation Memorandum of Understanding and make recommendation(s) to the Board of Education and TACLS. Any revisions to the Memorandum are subject to ratification by both parties prior to implementation.

a. This committee shall be comprised of three (3) Administrators, including the Superintendent, and up to three (3) members appointed/elected by the Association. All decisions and/or recommendations of the committee shall be reached through consensus and are subject to ratification by the Board and the Association.

4. **EVALUATORS:**

a. Evaluating administrators must receive and maintain teacher evaluation training.

b. The teacher will be notified of his/her assigned evaluator within 10 days following the beginning of the school year. In the event an employee performs work under the supervision of more than one credentialed principal, one principal shall be designated as the credentialed evaluator and shall be designated within 10 days following the beginning of the school year.

c. The evaluator shall not be a bargaining unit member and must hold a supervisor position in the Central School District. The Administrator must be employed under a full-time contract pursuant to sections 3319.01 or 3319.02 of the Ohio Revised Code and must hold at least one (1) certificate/license named under division (E), (F), (H), (J), or (L) of section 3319.22 of the Ohio Revised Code and must be credentialed as stated in Ohio law.

5. **DEFINITIONS:**

a. **Ohio Teacher Evaluation System (OTES):** The teacher evaluation system that is codified under sections 3319.111 and 3319.112 of the Ohio Revised Code.

b. **Evaluation Framework:** The framework created in accordance with section 3319.111(A) and 3319.112 of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers.

- c. Evaluation Procedure: The evaluation procedure will be the procedural requirements set forth in this agreement to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.
- d. Evaluation Factors: The two factors, which are required by law and weighted equally, are student growth measures and teacher performance at the statutorily mandated percentages. The parties agree to negotiate any changes made by legislation regarding the percent of each factor.
- e. Teacher Performance: The assessment of a teacher's performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations, evidence and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating, based on the OTES Teacher Performance Evaluation Rubric.
- f. Student Growth Measure (SGM): A tool or assessment that is used to measure, or determine, student academic growth. As an evaluation factor, the SGM dimension is based on value-added scores, assessments from ODE's list of assessments for teachers where value-added scores are not available, and/or from local measures of student growth based on student learning objectives (SLOs) or other student growth measures. SGM results are reported as: Most Effective, Above Average, Average, Approaching Average and Below Average.
- g. Evaluation Rating: The final, summative evaluation level that is assigned to a teacher based on evaluations that are conducted pursuant to Ohio Law and the terms of this agreement. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures where fifty (50) percent of the evaluation rating is based on student growth measures as provided for in this agreement and fifty (50) percent of the evaluation rating is based on a teacher performance rating as provided for in this agreement. Each final summative evaluation will result in the assignment of a teacher to one of the OTES evaluation ratings. The parties agree to negotiate any changes made by legislation regarding the percent of each factor.
- h. Evaluation Instruments: The process and forms used by the teacher's evaluator shall be the forms designated by the Ohio Department of Education and the locally developed forms agreed to between the parties and attached to the negotiated agreement. The forms to be utilized in the evaluation process are attached hereto. The parties acknowledge and understand that some of these forms may be revised and/or replaced by ODE or the committee. In the event ODE should revise/replace any of these forms, the Teacher Evaluation Committee shall meet to discuss the utilization and distribution of the forms subject to ratification. It is understood that the parties are utilizing the ODE Rubric and Rating form (electronic version) and this form may be subject to revision as per ODE discretion. The Association and Administration will meet to discuss any such changes regarding these two (2) forms.

- i. Student Learning Objective (SLO): A measurable, long-term academic growth target that a teacher sets at the beginning of the year for all students or for subgroups of students over a given interval of instruction based upon baseline data gathered at the beginning of the course.
- j. Ohio Teacher and Principal Evaluation Systems (eTPES): The method used by the District to electronically report to ODE aggregate final, summative teacher evaluation ratings.
- k. Teacher(s) of Record:
 - a. Is/Are responsible for assigning the grade to the student.
 - b. Is/Are required to have the proper credentials to teach the particular subject for which he/she has been designated “teacher(s) of record(s)”.
 - c. Is/Are responsible for a significant portion of a student’s instructional time within a given subject or course: Minimum of 51% co-teaching.
- l. Linkage: The process of connecting the teacher(s) of record [based upon above definition] to a student’s and/or intervention for a student or defined group of students on a specific subject and/or grade level.

6. **EVALUATION PROCESS/TIMELINES:**

- a. No teacher shall be evaluated more than once annually.
- b. The evaluation will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th.
- c. Each teacher being evaluated shall complete and submit the OTES Professional Growth Plan/Improvement Plan form to their assigned evaluator at the first scheduled preconference meeting if not before.
- d. The first formal observation will be announced and all subsequent observations may be unannounced. Under no circumstances shall a teacher’s contract be non-renewed or terminated unless a minimum of three (3) observations have been completed. A formal observation shall last a minimum of thirty (30) consecutive minutes.
 - i. The first formal observation shall be preceded by a conference between the evaluator and the teacher within 2 days prior to the observation in order for the teacher to explain lesson plans and objectives for the class which will be observed. All formal unannounced observations shall be followed by an interview between the teacher and the administrator within three (3) days of the observation in order to collect the necessary evidence to complete the observation documents to be shared with the teacher during the observation post-conference.

- a. In the event that the evaluator is absent during any of the first three actual workdays after the observation, the timeline for the interview may be extended to five actual workdays after the observation.
 - b. In the event that the teacher is absent during any of the first three actual workdays after the observation, the timeline for the interview may be extended to five actual workdays after the observation. In the event the teacher's absence extends beyond five days after the observation, the timelines set forth in this MOU shall be extended consistent with the number of days the teacher was absent after the observation.
- ii. All post-observation conferences shall be held between the evaluator and the teacher no longer than ten (10) work days after the observation and/or interview after an unannounced observation.
- iii. The timeline for teachers being observed three (3) times shall be:
 - a. First (1st) post-observation conference held on or before November 30th.
 - b. Second (2nd) post-observation conference held on or before February 20th.
 - c. Third (3rd) post-observation conference held on or before April 15th.
- iv. Before the evaluation cycle is final, and no later than May 10, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator. The completed evaluation report shall be signed by the evaluator. The evaluation report will be presented to the teacher for signing. The teacher's signature cannot be construed as evidence that the teacher agrees with the contents of the evaluation report. The signed evaluation will then be submitted to the Superintendent. If the teacher refused to sign the evaluation, a third party may sign the evaluation to signify that the teacher has seen the evaluation. The teacher shall be given the opportunity to write a rebuttal to the evaluator's conclusions, which shall be attached to the evaluation.
- e. In any year when the Board does not intend to non-renew, a minimum of two (2) formal observations shall be completed. A formal observation shall last a minimum of thirty (30) consecutive minutes.
 - i. The first formal observation will be announced and all subsequent observations may be unannounced. All formal observations shall be preceded by a conference between the evaluator and the teacher prior to the observation in order for the teacher to explain the lesson plans and objectives for the class which will be observed. All formal unannounced observations shall be followed by an interview between the teacher and the administrator within three (3) days of the observation in order to collect the necessary evidence to complete the observation documents to be shared with the teacher during the observation post-conference.

- a. In the event that the evaluator is absent during any of the first three actual workdays after the observation, the timeline for the interview may be extended to five actual workdays after the observation.
 - b. In the event that the teacher is absent during any of the first three actual workdays after the observation, the timeline for the interview may be extended to five actual workdays after the observation. In the event the teacher's absence exceeds beyond five days after the observation, the timelines set forth in Section 6 of this MOU shall be extended consistent with the number of days the teacher was absent after the observation.
- ii. All post-observation conferences shall be held between the evaluator and the teacher no longer than ten (10) work days after the observation and/or interview after an unannounced observation.
- iii. The timeline for teachers being observed two (2) times shall be:
 - a. First (1st) post-observation conference held on or before December 15th.
 - b. Second (2nd) post-observation conference held on or before May 1.
- iv. Before the evaluation cycle is final, and no later than May 10, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator. The completed evaluation report shall be signed by the evaluator. The evaluation report will be presented to the teacher for signing. The teacher's signature cannot be construed as evidence that the teacher agrees with the contents of the evaluation report. The signed evaluation will then be submitted to the Superintendent. If the teacher refused to sign the evaluation, a third party may sign the evaluation to signify that the teacher has seen the evaluation. The teacher shall be given the opportunity to write a rebuttal to the evaluator's conclusions, which shall be attached to the evaluation.
- f. Any teacher who received a rating of "Accomplished" on the teacher's most recent evaluation shall be evaluated once every three (3) years, so long as the teacher's student academic growth measure is Most Effective, Above Average or Average. Any teacher who received a rating of "Skilled" on the teacher's most recent evaluation shall be evaluated once every two (2) years, so long as the teacher's student academic growth measure is Most Effective, Above Average or Average. In any year a teacher is not formally evaluated as a result of receiving a "Skilled" or "Accomplished" rating on that teacher's most recent evaluation, that teacher shall receive an off cycle observation and a conference.
- g. Teachers who have submitted an irrevocable official notice of retirement prior to the November Board of Education meeting of the school year of retirement shall be exempt from the OTES evaluation process.

- h. The OTES evaluations will conform to the evidence based process and other teacher's names will not be used.
- i. Observations shall not be scheduled the day before or after a holiday, or a scheduled school break.

7. **WALKTHROUGHS:**

- a. A walkthrough shall be at least three (3) consecutive minutes but not more than seven (7) consecutive minutes in duration
- b. An evaluator may perform no more than two (2) walkthroughs per semester.
- c. The agreed-upon written Walkthrough Form included in the Collective Bargaining Agreement will be given to the teacher within three (3) work days after the walkthrough. Walkthroughs will cause as minimal disruption to the classroom as possible. Walkthroughs are unannounced.

8. **SUBMISSION OF RATINGS:** The District will report the aggregate final, summative teacher evaluation ratings as stipulated by the Ohio Department of Education. For eTPES Reporting Process, Option 3 shall be utilized by the Board.

9. **STUDENT GROWTH MEASURE COMMITTEE:**

- a. An SGM committee will be developed for the sole purpose of assessing, reviewing, approving the many facets of SGM and providing professional development in the area of SGM.
- b. The committee shall consist of the Association President or designee, three (3) Association members, appointed by the Association, and three (3) Administrators appointed by the Superintendent, and the Superintendent or his/her designee. All decisions and/or recommendations of the committee shall be reached through consensus.
- c. The committee shall be chaired jointly by a committee member from the Association and a committee member from the Administration.
- d. At the time that an Association or District committee member is no longer able to serve on the committee, the respective party will appoint a new member to the committee.
- e. The committee will establish, by mutual agreement, a meeting calendar.
- f. Committee agendas will be developed jointly by the co-chairpersons of the committee.
- g. The committee shall establish ground rules at the initial meeting, review them at each meeting, and update them thereafter as needed. The committee cannot change or modify any provision of the negotiated agreement including, but not limited to, any provision governing the teacher evaluation process or the SGM.

- h. All decisions of the committee will be achieved by consensus.
- i. The committee may be authorized to utilize consultant(s) (examples are, but not limited to, educational consultants, software consultants, SGM trainers, etc.) as deemed appropriate. The cost, if any, shall be borne by the Board.
- j. Members of the committee shall receive release time for committee work and training as deemed necessary by the committee.
- k. The committee will review the multiple elements of SGM, using the approved established guidelines and return them to the appropriate parties either for gathering data or for revision and resubmission to the committee.
- l. The committee will develop a timeline by which teachers will turn in SGM and the timeframe the committee will return said SGM.
- m. In the case that the committee returns an element of SGM for revision, feedback will be supplied to the individual or group as to what should be reviewed for revision prior to resubmission. A timeline will be developed for revisions and resubmission.
- n. Association committee members shall be paid for each hour outside of the contractual workday at the established rate in the CBA.

10. **TRAINING:**

- a. Updates to written instructions and evaluation procedures on the purpose, mechanics and dimensions of the evaluation procedure shall be presented to the teachers not later than September 15 of each year, or in the case of a teacher hired after September 15 they will receive this within thirty (30) days of employment with the District.

11. **PROFESSIONAL GROWTH PLANS OR IMPROVEMENT PLANS:**

- a. Teachers must develop Professional Growth or Improvement Plans based on the Evaluation outcome. Teachers who have Most Effective or Above-Average levels of student growth must develop a Professional Growth Plan with a minimum of two goals and choose their credentialed evaluator for the next evaluation cycle from the Board-approved list.
- b. Teachers who have Average levels of student growth must develop a Professional Growth Plan with a minimum of two goals collaboratively with a credentialed evaluator for the evaluation cycle from the Board-approved list. The teacher will have input on the selection of a credentialed evaluator for the next evaluation cycle.
- c. Teachers who have Approaching Average or Below Average levels of student growth must comply with an Improvement Plan based on the OTES Evaluation outcome

developed with the credentialed evaluator assigned by the Superintendent/designee for the evaluation cycle from the Board-approved list.

12. **RETENTION/PROMOTION DECISIONS:**

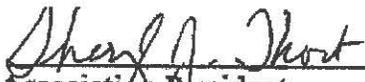
- a. Seniority shall not be the basis for a decision to retain a teacher, except when making a decision between teachers who have comparable evaluations. Given the uncertainty regarding the use of student growth data and the performance measures in employment decisions, for the purposes of reduction in force and recall for the 2015-2018 contract years, all teachers shall be deemed to have comparable evaluations. For the 2015-2018 school years, only the performance side of the OTEs model will be used to make personnel decisions. The first year that Student Growth Measure data will be used for evaluation purposes will be the 2018-2019 school year.
- b. Nothing in this Memorandum of Understanding will preclude the Board from exercising its rights to non-renew, terminate, or suspend a teaching contract as provided by law and the terms of the Collective Bargaining Agreement in effect between it and the Central Teachers' Association.

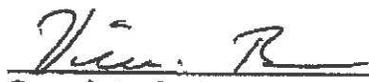
13. **REDUCTION IN FORCE:**

For the purpose of reduction in force under the parties' current Collective Bargaining Agreement, all teachers will be considered comparable during the terms of this Memorandum.

14. This MOU and the OTEs process are subject to the grievance procedure and are attached to the Master Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the **CENTRAL LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** and the **TEACHERS' ASSOCIATION OF THE CENTRAL LOCAL SCHOOLS** have executed this Memorandum on the dates opposite their signatures.

 10-22-15
Association President Date

 10-21-15
Superintendent Date

CENTRAL LOCAL SCHOOL DISTRICT
NON-OTES PERSONNEL EVALUATION

Employee: _____

Date of Evaluation: _____

Position: _____

Building: _____

Evaluator: _____

Instructions: Please enter the number of the phrase that best describes the employee's work ethic on the short blank line.

1. QUANTITY OF WORK

- | | |
|--|--|
| 1) Does not meet minimum requirements. | 4) Very industrious, does more than is required. |
| 2) Does just enough to get by. | 5) Superior work production record. |
| 3) Volume of work is satisfactory. | |

2. QUALITY OF WORK

- | | |
|------------------------|---------------------|
| 1) Inferior work. | 4) Highly accurate. |
| 2) Rather careless. | 5) Superior work. |
| 3) Meets expectations. | |

3. JOB KNOWLEDGE

- | | |
|---|---|
| 1) Poorly informed about work duties. | 4) Understands all phases of work. |
| 2) Lacks knowledge of some phase of work. | 5) Has complete mastery of all phases of job. |
| 3) Moderately informed, can answer most common questions. | |

4. ORGANIZATION OF WORK

- | | |
|--|---|
| 1) Wastes time, requires frequent supervision. | 3) Has average organizational skills. |
| 2) Work organization somewhat erratic. | 4) Generally well organized. |
| | 5) Organizes time very effectively without supervision. |
-
-

5. ATTENDANCE

- | | |
|--|---|
| 1) Often absent without good excuse and/or frequently reports late for work. | 2) Lax in attendance and/or reporting for work on time. |
| | 3) Usually present and on time. |
| | 4) Very prompt, regular in attendance. |
| | 5) Always regular and prompt, works extra when needed. |
-
-

6. DEPENDABILITY

- | | |
|---|--|
| 1) Requires close supervision, is unreliable. | 4) Requires little supervision, is reliable. |
| 2) Sometimes requires prompting. | 5) Requires absolute minimum of supervision. |
| 3) Usually takes care of necessary tasks and complies with reasonable promptness. | |
-
-

7. COMMUNICATION

- | | |
|---|---|
| 1) Communications are unclear or vague. | 4) Nearly always communicates clearly. |
| 2) Occasionally communication is unclear. | 5) Always communicates clearly and concisely. |
| 3) Usually communicates clearly. | |
-
-

8. PERSONAL APPEARANCE

- | | |
|--|---|
| 1) Often sloppy or inappropriately dressed. | 3) Generally neat and appropriately dressed. |
| 2) Frequently sloppy and/or inappropriately dressed. | 4) Careful about personal appearance and appropriateness. |
| | 5) Always very neat and appropriately dressed. |
-
-

9. INTEGRITY

- | | |
|-----------------------------|-------------------|
| 1) Completely unacceptable. | 4) High standard. |
| 2) Sometimes questionable. | 5) Outstanding. |
| 3) Acceptable. | |
-
-

10. ATTITUDE

- | | |
|--|------------------------|
| 1) Always negative. | 4) Generally positive. |
| 2) Usually negative. | 5) Always positive. |
| 3) Sometimes negative, sometimes positive. | |
-
-

11. ENTHUSIASM FOR WORK

- | | |
|---|--|
| 1) Frequently complains and is unenthusiastic regarding work. | 3) Generally positive regarding work. |
| 2) Sometimes unenthusiastic regarding work. | 4) Enjoys work and feels purposeful. |
| | 5) Has strong enthusiasm and loyalty for organization. |
-
-

12. COURTESY

- | | |
|---------------------------------------|--|
| 1) Blunt, discourteous, antagonistic. | 4) Always polite and willing to help. |
| 2) Sometimes tactless. | 5) Inspiring to co-workers, being courteous and very pleasant. |
| 3) Agreeable and pleasant. | |
-
-

13. COOPERATION WITH ADMINISTRATION

- | | |
|------------------------|------------------------|
| 1) Generally negative. | 4) Generally positive. |
| 2) Sometimes negative. | 5) Always positive. |
| 3) Acceptable. | |
-
-

14. COOPERATION WITH CO-WORKERS AND PUBLIC

- | | |
|------------------------|------------------------|
| 1) Generally negative. | 4) Generally positive. |
| 2) Sometimes negative. | 5) Always positive. |
| 3) Acceptable. | |
-
-

15. ACCEPTS CONSTRUCTIVE CRITICISM AND FOLLOWS THROUGH

- | | |
|--------------------------|---------------------|
| 1) Rejects. | 4) Usually accepts. |
| 2) Occasionally rejects. | 5) Fully accepts. |
| 3) Non-committal. | |
-
-

16. COMMON SENSE/JUDGMENT (ex.: Seeks direction before proceeding, if appropriate.)

- | | |
|--|--|
| 1) Blunders ahead. | 4) Good balance between proceeding and checking. |
| 2) Sometimes proceeds without caution. | 5) Always asks you directions, where appropriate, otherwise proceeds on own. |
| 3) Checks every detail without regard to significance. | |

Your Score: _____

Total Possible Score: 80

OVERALL EVALUATION (Determined by point average.)

- | | |
|-----------------------|-------------------|
| 1) Unsatisfactory. | 4) Above average. |
| 2) Needs improvement. | 5) Outstanding. |
| 3) Average. | |

Employee's Comments:

_____ Signature of Evaluator	_____ Date	_____ Signature of Employee	_____ Date
---------------------------------	---------------	--------------------------------	---------------

(Signature validates that the employee has read the report, but does not necessarily indicate agreement with it.)

Copy to: Employee
Evaluator
Central Office

CENTRAL LOCAL SCHOOLS FORMAL OBSERVATION FORM
 (For Teachers not receiving an OTES formal evaluation)

Date of Observation: _____ Time of Observation: _____

Claims	Evidence	
Lesson Delivery -Clear/Accurate Explanations -Uses developmentally appropriate strategies and language -Encouraging independent, creative, and critical thinking -Addresses confusion by re-explaining -Uses effective, purposeful questioning techniques -A balance of teacher-directed and student-led learning		
Differentiation -Variety of strategies, materials, and/or pacing to make learning accessible and challenging for all		
Resources -Materials and resources are aligned to the instructional purposes and are appropriate for learning styles and actively engaging students		
Classroom Environment -Positive rapport and demonstrates respect for students -Routines and procedures smooth; and students assume responsibility for efficient operation of the classroom -Transitions smooth and efficient -Evidence of various learning situations (whole class, small group, independent work, etc.) -Two-way communication and offers of volunteer opportunities to parents -Consistent and appropriate classroom management; clear expectations; monitors student behavior in a consistent, appropriate, and effective manner		
Assessment of Student Learning -Identifies students' strengths and needs, modifies and differentiates instruction accordingly -Checks for understanding at key moments and makes adjustments during lesson -Responds to student misunderstanding by		

providing additional clarification -Gathers and uses student data from various sources to implement appropriate instructional strategies -Provides substantive, specific, and timely feedback of student progress to students, families, and school personnel while maintaining confidentiality		
Possible Questions for Post Conference		

The teacher's signature indicates the teacher has read and discussed the observation report with the credentialed evaluator. The teacher's signature does not mean he or she agrees with the observation as completed by the credentialed evaluator. Certain items may have been omitted because judgment could not be made at this time.

 Teacher's Signature Date

 Credentialed Evaluator Date

Pre-Conference Questionnaire

Please complete the following questionnaire and submit to your building principal via an email attachment at least 2-3 days prior to your scheduled observation. Remember to save the form when completed. Then attach the saved file to the email.

TEACHER NAME:

FOCUS

- What is the focus/objective of the lesson?
- What knowledge/understanding will students demonstrate when this lesson is complete or what skill will they demonstrate?
- What content standard is addressed?
- Why is it important for students to know this or demonstrate this skill?

ASSESSMENT DATA

- What assessment data was used to formulate this lesson?

PRIOR KNOWLEDGE

- What prior knowledge do students need?
- How does this lesson connect to real life situations and future student learning/careers?

KNOWLEDGE OF STUDENTS

- Is there anything about the student population that I need to know?

LESSON DELIVERY

- How will you communicate the lesson goals to students?
- What instructional strategies and methods will be used to engage students?

Pre-Conference Questionnaire

DIFFERENTIATION

- What instructional strategies will be used to make sure all students learning needs are met?

RESOURCES

- What resources/materials/technology will be used in the instruction?

CLASSROOM ENVIRONMENT

- Describe what the classroom environment will look like during the lesson.
- How will this environment support different student learning styles?

ASSESSMENT OF STUDENT LEARNING

- How will you assess student learning during the lesson?
- How will you assess that your objective was mastered at the end of the lesson?
- How will this assessment data be used to formulate your next steps?

COLLABORATION

- What collaboration work will you do with colleagues in preparation for this lesson?

PROFESSIONAL GROWTH

- How does the knowledge gained from prior experiences help communicate the objective of this lesson to students?

Please plan to scan and/or attach your lesson plan, worksheets, handouts, and any other evidence to support your lesson delivery.

Teacher Performance Evaluation Rubric

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

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

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

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

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

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

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

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

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

The teacher's signature indicates the teacher has read and discussed the evaluation rubric with the credentialed evaluator. The teacher's signature does not mean he or she agrees with the evaluation rubric as completed by the credentialed evaluator. Certain items may have been omitted because judgment could not be made at this time.

Teacher's Signature _____ Date _____

Credentialed Evaluator _____ Date _____

Walkthrough Evaluation Summary

Teacher:

Course:

Observer:

Class Time:

Date:

Time Submitted:

1A. What Is The Learning Objective(s) For The Lesson?

1B. Learning Objective(s) Is Evident To The Students

1C. Learning Objective(s) on Target For Grade-Level Standards

2A. Identify Instructional Practices

Coaching

Presentation

Discussion

Providing Directions

Hands-on Experiences

Providing Opportunities for Practice

Informal Assessment

Teacher-Directed QA

Learning Centers

Testing

Lecture

None

Modeling

2B. Identify Grouping Format

Individual

Small Group

Pairs

Whole Group

2C. Identify Research Based Instructional Strategies (Used by the Teacher)

Cooperative Learning

Nonlinguistic Representations

Ques/Questions/Advanced Organizers

Reinforcing Effort/Recognition

Generating/Testing Hypotheses

Setting Objectives/Providing Feedback

OTES Evidence Collection

Claims	Evidence	
<p>Lesson Delivery</p> <ul style="list-style-type: none"> -Clear/Accurate Explanations -Uses developmentally appropriate strategies and language -Encouraging independent, creative, and critical thinking -Addresses confusion by re-explaining -Uses effective, purposeful questioning techniques -A balance of teacher-directed and student-led learning 		
<p>Differentiation</p> <ul style="list-style-type: none"> -Variety of strategies, materials, and/or pacing to make learning accessible and challenging for all 		
<p>Resources</p> <ul style="list-style-type: none"> -Materials and resources are aligned to the instructional purposes and are appropriate for learning styles and actively engaging students 		
<p>Classroom Environment</p> <ul style="list-style-type: none"> -Positive rapport and demonstrates respect for students -Routines and procedures smooth; and students assume responsibility for efficient operation of the classroom -Transitions smooth and efficient -Evidence of various learning situations (whole class, small group, independent work, etc.) -Two-way communication and offers of volunteer opportunities to parents -Consistent and appropriate classroom management; clear expectations; monitors student behavior in a consistent, appropriate, and effective manner 		
<p>Assessment of Student Learning</p> <ul style="list-style-type: none"> -Identifies students' strengths and needs, modifies and differentiates instruction accordingly -Checks for understanding at key moments and makes adjustments during lesson -Responds to student misunderstanding by providing additional clarification -Gathers and uses student data from various sources to implement appropriate instructional strategies 		

-Provides substantive, specific, and timely feedback of student progress to students, families, and school personnel while maintaining confidentiality		
Possible Questions for Post Conference		

POST CONFERENCES

Name:

	Date: 1st Conference	Date: 2nd Conference
INSTRUCTIONAL PLANNING	Evidence Supports	Evidence Supports
Focus for learning		
Assessment Data		
Prior Content Knowledge/Sequence/Connections		
Knowledge of Students		
INSTRUCTION AND ASSESSMENT	Evidence Supports	Evidence Supports
Lesson Delivery		
Differentiation		
Resources		
Classroom Environment		
Assessment of Student Learning		
PROFESSIONALISM		

Areas of Reinforcement:

1st Conference
2nd Conference

Areas of Refinement:

1st Conference
2nd Conference

Signature verifying occurrence of first conference

Signature verifying occurrence of second conference

Student Learning Objective (SLO) Template (Optional for Teachers)

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

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

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

Baseline and Trend Data

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

Student Population

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

Interval of Instruction

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

Standards and Content

To what related standards is the SLO aligned?

Assessment(s)

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

Growth Target(s)

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

Rationale for Growth Target(s)

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

CENTRAL LOCAL ASSESSMENT and SGM REVIEW

Teacher's Name: _____ Date: _____

SGM #1
Subject: _____

Grade: _____

Focus Area: _____

SMG #2
Subject: _____

Grade: _____

Focus Area: _____

Assessment Review as per the Collective Bargaining Agreement Article _____

Administrator

Date

SGM Committee Building Chair

Date

Student Name	Student Number	Baseline Score	Growth Target	Final Score	Exceeds/ Meets Target? (yes/no)

% of students that exceeded/ met growth target	Descriptive Rating	Numerical Rating
90-100	Most Effective	5
80-89	Above Average	4
70-79	Average	3
60-69	Approaching Avg.	2
59 or less	Least Effective	1

Final SLO Percentage
% Exceeding/Meeting Target: %
% Below Target: %

NUMERICAL RATING OF SLO:

Professional Growth Plan

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

Self-Directed

Collaborative

Teacher

Evaluator

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

Evaluator Signature

Date

Teacher Signature

Date

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

Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Improvement Plan Conference: _____

Written improvement plans are to be developed in the circumstances when an educator makes less than average growth with his/ her students.

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

Section 3: Specific Plan of Action

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

Actions to be Taken	Sources of Evidence that Will Be Examined

Section 4: Assistance and Professional Development

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

--

Date for this Improvement Plan to Be Evaluated:

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Improvement Plan: Evaluation of Plan

Teacher Name: _____

Grade Level/ Subject: _____

School year: _____ Building: _____

Date of Evaluation: _____

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

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

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

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

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Final Summative Rating of Teacher Effectiveness

Proficiency on Standards 50%	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED	
Cumulative Performance Rating (Holistic Rating using Performance Rubric)					
<i>Areas of reinforcement/ refinement:</i>					
Student Growth Data 50%	LEAST EFFECTIVE	APPROACHING AVERAGE	AVERAGE	ABOVE AVERAGE	MOST EFFECTIVE
Student Growth Measure of Effectiveness					
<i>Areas of reinforcement/ refinement:</i>					
Final Summative (Overall) Rating	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED	

Check here if Improvement Plan has been recommended.

Teacher Signature _____ Date _____
 Evaluator Signature _____ Date _____

The signatures above indicate that the teacher and evaluator have discussed the Summative Rating.
 Note: The teacher may provide additional information to the evaluator.
 Any additional information will become part of the summative record. Challenges may be made according to the local contract agreement.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made by and between the **CENTRAL LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** (hereafter "Board"), and the **TEACHERS' ASSOCIATION OF THE CENTRAL LOCAL SCHOOLS** (hereafter "TACLS").

WHEREAS, the Board and TACLS are parties to a new successor Collective Bargaining Agreement in effect on August 1, 2015 and which shall expire on July 31, 2018; and

WHEREAS, the Association filed a grievance and an Unfair Labor Practice Charge regarding the unilateral removal of the Athletic Director's position from the Bargaining Unit, and

WHEREAS, during the negotiations which led to the successor Collective Bargaining Agreement, the parties agreed to withdraw said grievance and ULP charge by removing the Athletic Director position from the bargaining unit and to correspondingly remove the listing of Athletic Director from the supplemental salary schedule for the successor labor agreement; and

WHEREAS, the Agreement was contingent upon certain promises and commitments from the Board to TACLS related to the Athletic Director's qualifications and the evaluation of coaching positions.

NOW, THEREFORE, BE IT AGREED by and between the Central Local School District Board of Education and the Teachers' Association of the Central Local Schools, as follows:

1. The Athletic Director position shall be removed from the supplemental salary schedule contingent upon the Athletic Director position being held by a person with an Ohio Administrator Educator License.
2. The Virtual Academy position will be considered a bargaining unit position.
3. The need for the Administrator Educator License is predicated on the ability of the Athletic Director and the confidence of TACLS for Athletic Director to evaluate coaching staff.
4. The Board and TACLS are of the understanding and agreement that the current person holding this position shall have until July 31,

2018 to obtain the necessary educational courses and his administrative license. It is further understood by and between TACLS and the Board that this person shall have the ability to evaluate coaching positions during the time in which this person is attaining the necessary coursework to obtain his Administrator Educator License.

5. The Board and TACLS agree and understand that, through the Labor Management Committee process, TACLS shall have meaningful input and shall be able to provide recommendations to the Board concerning the coaching evaluation instrument.
6. The Board and TACLS agree and understand that the TACLS' agreement to allow this individual to evaluate bargaining unit coaching positions during the time in which he is working to obtain his Administrative Educator License shall not be precedent setting and shall not preclude TACLS in the future from arguing that a bargaining unit position and/or a person who lacks an Administrator Educator License shall not have the ability to evaluate bargaining unit members.
7. All other provisions of the Agreement currently in effect between the parties hereto and not altered by this Memorandum of Understanding shall remain in full force and for the term of the Agreement. No other agreement shall serve to alter the provisions of the current Agreement unless agreed to in writing between the parties.
8. All parties further acknowledge, agree and understand that nothing contain herein shall be construed or utilized as "past practice" or "precedent setting."
9. This Memorandum of Understanding shall constitute the full and complete understanding of the parties concerning this matter and any amendments or modifications shall be in writing and signed by the parties.

IN WITNESS WHEREOF, the duly authorized representatives of the **CENTRAL LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** and the **TEACHERS' ASSOCIATION OF THE CENTRAL LOCAL SCHOOLS** have executed this Grievance Settlement Agreement on the date set forth opposite their names.

**CENTRAL LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

Date: 10-23-15

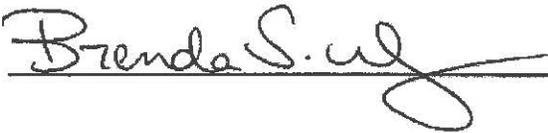
By: 

Date: _____

By: _____

**TEACHERS' ASSOCIATION OF THE
CENTRAL LOCAL SCHOOLS**

Date: 10/23/15

By: 

Date: _____

By: _____