

# **NEGOTIATED AGREEMENT**



**WOODMORE EDUCATION ASSOCIATION**

**AND**

**WOODMORE BOARD OF EDUCATION**

**JULY 1, 2019 – JUNE 30, 2020**

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**PART I - A DOCUMENT GOVERNING PROFESSIONAL NEGOTIATIONS IN THE WOODMORE SCHOOL DISTRICT**

ARTICLE I. RECOGNITION

A. RECOGNITION OF THE WOODMORE EDUCATION ASSOCIATION

The Woodmore Board of Education, hereinafter referred to as the Board, recognizes the Woodmore Education Association, hereinafter referred to as the Association, affiliated with the Ohio Education Association and the National Education Association, as the exclusive and sole negotiations representative of all licensed personnel, but excluding the Superintendent, Treasurer, Business Manager, principals and other administrators who hold a position for which an administrative or supervisory license is required, auxiliary services personnel, classified personnel, and substitute licensed employees (daily and long-term), for the purpose of bargaining all matters pertaining to wages, hours, terms or other conditions of employment, and the continuation, modification to or deletion of an existing provision of this Agreement.

B. RECOGNITION OF THE WOODMORE BOARD OF EDUCATION

The Association recognizes the Board as the locally elected body charged with the establishment of policies for public education in the Woodmore School District and as the employer of all licensed personnel of the school system.

C. RECOGNITION OF THE SUPERINTENDENT

The Association and the Board recognize the Superintendent as the chief executive officer and primary professional advisor of the Board.

ARTICLE II. NEGOTIATING PROCEDURES

A. DIRECTING REQUESTS

At any time after March 1, in the year the Agreement expires, the Association or the Board may request a negotiation meeting. The Association requests will be made in writing to the Superintendent and the Board. Board requests will be made in writing to the President of the Association.

B. NEGOTIATION MEETINGS

Within five days after a request for meeting has been submitted by either party, the Board and Association representatives shall agree on a time and place of such meetings. Such meetings shall be held within fifteen days after request unless both parties agree to an extension of time. At this meeting the parties shall exchange their complete and specific proposals. Further meetings shall be scheduled with minimum interruption of school schedules and as frequently as is acceptable to both parties in order to successfully

conclude negotiations. If the Board Committee request meetings to be scheduled during school hours, the Association representatives will be released from school duties to attend such meetings without loss of pay.

All meetings shall be conducted in closed session. Attendance at such meetings shall be limited to members of the respective negotiating committees plus assistants as provided in Article II-D below.

C. REPRESENTATION

Representative members of the Board shall meet with designated Association representatives to negotiate in good faith. Representation shall be limited to five representatives from the Board and five representatives from the Association. Neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations.

D. ASSISTANTS

The parties may call upon competent professionals and lay representatives to consider matters under discussion and to make suggestions. Up to two observers may be used by each party in any negotiation meeting. Such observers shall be without the right to speak during said meetings, except during a caucus.

E. INFORMATION

Upon request and in reasonable time, both prior to and during negotiations, the Board shall provide the Association with information concerning the financial resources of the district.

During the period of negotiations, the Board and the Association agree to provide each other, upon request, all information concerning the issue(s) under discussion.

F. WHILE NEGOTIATIONS ARE IN PROGRESS

1. Recesses

The chief negotiator of either group may recess his group for independent caucus at any time to caucus for a reasonable time period not to exceed one hour, unless the parties mutually agree otherwise.



2. Protocol

No action to coerce or censor or penalize any negotiating participant shall be made or implied by any other members as a result of participation in the negotiation process.

3. Item Agreement

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

4. Schedule of Meetings

Until all negotiation meetings are completed, each meeting shall include a decision or an agreed time and place for the next subsequent meeting.

5. Progress Reports

Periodic progress reports may be issued to the public during negotiations, but only if such release has the prior approval of both parties.

### ARTICLE III. AGREEMENT

When an agreement is reached through negotiating, the outcome shall be reduced to writing and submitted to the Association and Board for formal approval. Following ratification by a majority of Association members voting and by a majority of the full membership of the Board, the Board shall adopt a resolution setting forth the agreement and the duration of its several parts. The agreement shall then be signed by the parties and shall become part of the official minutes of the Board. This shall not be construed as board policy. The resulting agreement shall be binding on both parties and the provisions shall be reflected in individual contractual terms. No provisions of the resulting agreement shall discriminate against any staff members in regard to membership or nonmembership in the Association.

### ARTICLE IV. DISAGREEMENT

A. RESPONSIBILITIES

The parties pledge themselves to negotiate in good faith. In the event of failure to reach agreement, a mediator would be utilized.

B. ADVISORY PANEL

If after sixty (60) calendar days from the first negotiation session agreement has not been reached on all items under negotiation, either party may call for the services of the Federal Mediation and Conciliation Service to assist in negotiations. If a party calls for FMCS involvement, the other party shall join in a joint request.

The Board and the Association agree that the Federal Mediation shall supersede all other dispute settlement procedures contained in Section 4117.14 of the Ohio Revised Code. This does not limit the Association's right to strike under 4117.14(D)(2) in the Ohio Revised Code (ORC). The Association retains the right to strike for health and safety reasons after compliance with the procedures of ORC 4117 and the ruling of SERB.

#### ARTICLE V. RIGHTS OF INDIVIDUALS

Nothing in this Document shall prohibit any licensed employee from presenting to the Superintendent or to the Board, views or opinions that are a matter of public concern. Negotiations, however, shall be conducted according to this Document.

Membership in any education organization shall not be required nor denied by the Board or Association as a condition of employment. There shall be no discrimination against employees on the basis of sex, marital status, race, creed, national origin, age or handicap.

#### ARTICLE VI. RENEGOTIATION

On request of the Board or the Association, following any action by the Ohio General Assembly, changes in Federal Law, changes in rules and regulations of the State Department of Education, or changes in the financial status of the district, affecting any agreement or part thereof in effect, renegotiation shall occur on any or all of those parts of the Agreement affected by such actions.

#### ARTICLE VII. PROVISIONS CONTRARY TO LAW

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

#### ARTICLE VIII. DEFINITIONS

- A. "Professional Negotiations" means conferring, discussing and negotiating in good faith by the Board's designated representatives and by the Association through its designated representatives in an effort to reach agreement with respect to wages, hours, terms or other conditions of employment and the continuation, modification, or deletion of any existing provisions of this Agreement.
- B. "Good Faith" involves coming to the negotiating table with the intention of negotiations, not for dogmatically pursuing preconceived stands. Good faith requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. Good faith requires both parties to recognize negotiations as a shared process. The obligation of the Board or its representatives and of Association representatives to meet for purposes of professional negotiations does not compel either party to agree to a proposal or require the making of a concession.

ARTICLE IX. IMPLEMENTATION AND AMENDMENT

A. EFFECTIVE DATE


This Agreement shall become effective and binding upon the parties thereto as of July 1, 2019 and shall continue until 11:59 p.m., June 30, 2020.

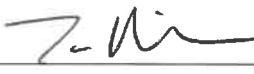
B. AMENDMENTS


Amendments to the present contract language will be by mutual agreement. This language shall not preclude interim bargaining or mandatory bargaining required by SERB.

Woodmore Board of Education

Woodmore Education Assoc.

By   
President

By 

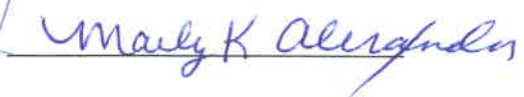
  
Treasurer



  
Superintendent









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## **PART II – NEGOTIATED AGREEMENT**

### **A. MANAGEMENT RIGHTS**

The Board hereby retains and reserves without limitations all legal powers, rights, authority, duties and responsibilities to operate and manage the Woodmore Local School District.

The exercise of these powers, rights, authority, duties and responsibilities by the Board shall be limited only by law or the express terms of this Collective Bargaining Agreement.

### **B. NO STRIKE CLAUSE**

During the term of this Agreement, the Association and any and all licensed employees shall not cause, engage in, sanction or assist in any strike. [Legal Reference, ORC 4117.18(C)]

### **C. COPY OF NEGOTIATED AGREEMENT AND BOARD POLICY**

An electronic copy of the Negotiated Agreement shall be provided for each licensed employee via his/her school email address no later than thirty (30) days following the full execution of the final collective bargaining agreement. The Board shall also provide three (3) photo ready copies of the Agreement in each building.

A Board Policy Manual as well as a copy of the Negotiated Agreement will be available on the District's website.

### **D. ASSOCIATION RIGHTS**

Since the Association is recognized as the sole and exclusive bargaining agent of the professional staff, the Board recognizes that, in order to effectively represent and communicate with the Association members, certain rights are necessary. The Board therefore authorizes the Association the following sole rights:

#### **1. School Facilities**

- a. The Association may use the facilities of any building for meetings without fee. Upon request of the Association, the building administrator shall set, with the Association representative, a time and place for meeting(s) so that such meeting(s) does not interfere or compete with any previous authorized activity in said building. For use by the Association of building facilities outside of custodial time, the Association shall follow Board policy.
- b. The Association may use school equipment, upon approval of the building administrator and Superintendent of schools.

- c. The Association may use one bulletin board in the teacher's workroom at each site.
- d. The Association may use members' mailboxes for the distribution of notices, circulars, and/or other materials to members of the bargaining unit. The use of the school courier is prohibited.

2. Board Meetings

- a. The Association shall receive notification of any regular or special board meetings at the same time as the public is notified. Such notification shall be made to the President/designee of the Association.
- b. The Association shall receive copies of the agenda and attachments at the same time as the public.
- c. If the Association President/designee wishes to comment on any agenda item while it is being discussed in the meeting of the Board of Education, he/she may request the opportunity to do so, by giving the Superintendent 24 hours' notice and the specific subject or subjects to be discussed. The 24 hour notice provision shall be waived in the event that a special or emergency meeting is called with less than a 24 hour notice.

3. Employee Lists

- a. A list of the names and the addresses of all current licensed members of the bargaining unit shall be provided, upon request, to the Association by the 30<sup>th</sup> of September each year and shall include names and addresses of newly employed licensed teachers following Board approval of their contracts.

4. Access to Members of Bargaining Unit

- a. Duly authorized representatives of the Association and their respective affiliates, after reporting their presence in the building to the office, shall be permitted to transact official Association business on school property at all nonduty times.
- b. The rights and privileges of the Association and its representatives as set forth in the Agreement shall be granted only to the Association and to no other similar organization.

5. Fair Share **RESERVED The following language regarding Fair Share fee is null and void unless made valid by change in law.**

The Board agrees to automatic payroll deduction, as a condition of employment, of an amount equal to the dues of the Association or such lesser fee as shall be

determined necessary by the OEA Executive Director from the pay of all bargaining unit members hired after July 1, 1984, who elect not to remain members.

Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence and checkoff 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 or such lesser fee as shall be determined necessary by the OEA Executive Director less the amount previously paid through payroll deduction.

Payroll deduction of such fair share fees shall begin with the first paycheck received after January 15 in the years covered by this contract.

Dues, rates and fair share fees 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 transmit all amounts deducted monthly 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.

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

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

Nevertheless, the amount to be deducted from the pay of all non-Association members shall be the full dues of the Association, 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 Association agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

- a. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a nonmember for which indemnification may be claimed;

- b. The Association shall reserve the right to designate counsel to represent and defend the employer;
- c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceedings, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
- d. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the fair share fee provision of the collective bargaining agreement herein; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein;
- e. Fee payers shall not be entitled to use the grievance procedure to challenge the fee payer provision of the contract.

6. Dues Deduction

The Treasurer of the Board at no expense to the Association, will, beginning in October, make payroll deductions for Association dues in twenty-two equal amounts, equal to the total dues of each individual, which shall be split between the first and second paychecks of the month from October through August. If an individual's normal payment year does not extend through August, the amount of his/her dues shall be deducted in equal amounts starting in the month of October through the first pay of the last month of his/her payment year.

Payroll deductions for the Fund for Children and Public Education (FCPE) contributions will be made provided written authorization from the individual employee to make said deduction is delivered to the Treasurer. FCPE deductions will be made only on the basis of a minimum of \$1.00 per month and in whole dollar amounts. FCPE deductions shall be on a continuing basis from year to year unless the individual member notifies the Treasurer otherwise in writing.

7. Membership

- a. Association membership is annual with the membership year being September 1 through August 31. Once a member enrolls such membership shall be continuous thereafter for each subsequent membership year unless the individual cancels their membership.
- b. Any individual who wishes to cancel their membership must notify the Association President and Association Treasurer in writing between August 1 and August 31. A member may cancel their membership outside of the aforementioned cancellation period but shall be responsible for all remaining dues and assessments of the current membership year and by such cancellation acknowledges that he/she is forgoing any rights specifically reserved to members of the Association.

8. New Employee Orientation

- a. The Association may participate in the initial planning and orientation meetings for new professional staff members, including the right to place a letter in the principal's packet to all new employees. The Administration and the Association shall mutually develop and present a maximum of one (1) hour orientation for new teachers regarding provisions of the Negotiated Agreement during their orientation meeting at the beginning of the school year. Association representatives shall address teachers for thirty (30) minutes at such meeting; otherwise, the Association shall have the right to address new employees during lunch at their orientation meeting.

9. Released Time for Association Business

- a. A member of the bargaining unit who is engaged during the school day on behalf of the Association in mediation, or arbitration with any representative of the Board shall be released from regular duties, without loss of salary. Such appearance(s) shall not be charged against any other leave in this contract.



## **PART III – ABSENCES AND LEAVES**

### **A. ACCUMULATED SICK LEAVE**

Woodmore licensed employees will be allowed to accumulate 300 sick leave days.

Fifteen days of sick leave shall be credited to each employee annually as earned at the rate of 1-1/4 days per month. Employees who, at the start of the school year, have less than five days accumulated sick leave shall be eligible for five days sick leave on the first day of school. Said leave will be charged against the sick leave the employee subsequently accumulates until all advanced days have been recovered.

Sick leave may be taken in full day, half-day, or quarter-day increments.

Sick leave shall continue to accrue at the rate of 1-1/4 days per month during a period of sick leave, provided the employee has not been officially separated from the payroll. Sick leave does not accrue during (under) unpaid leaves except for work in connection with leave for professional improvement earned at public universities.

Accumulated sick leave days may be used for bereavement (see Leave for Death in the Family), personal illness or injury, for illness or injury in the immediate family (limited to father, mother, husband, wife, children, grandparents, grandchildren, step-parents, step-children, mother-in-law, father-in-law, son-in-law, daughter-in-law, also other persons living in the same household), provided, however, that the member shall not be eligible to use such days while on leave of absence. Members may use their accumulated sick leave allowance as of the first day of their employment even though they have not been able to report for duty on that day.

Accumulated sick leave may be used for maternity for up to sixty (60) consecutive working days commencing with the date of birth of the child, or in the case of adoption, the date the teacher receives custody of the child if the child is under the age of two (2). If the adopted child is over the age of two (2), the teacher may take up to three (3) consecutive weeks of accumulated sick leave commencing with the date the teacher receives custody of the child. Such leave may only be taken in one academic year. Additional sick leave may be used if the employee is physically unable to perform the tasks of the employment position. The employee shall provide a statement from the physician verifying the employee's inability to work, as well as a release from medical care to return to work.

When a teacher has been on sick leave, he/she shall be required to:

1. Call the principal by thirty (30) minutes prior to the end of the student day on which he/she is on sick leave to notify the administrator as to whether the teacher plans on returning to work the following school day.
2. Furnish the Board or designated Administrator with a written signed statement on the Board form to justify the use of sick leave.

3. Provide medical assurance of his/her ability to resume his/her duties as such if required.
4. After five (5) consecutive days of sick leave, a teacher shall furnish a written signed statement from a physician as to the nature of the illness, its possible duration and the need to be absent from school.

If the Superintendent calls in a calamity day, and this day occurs during a period in which a teacher is on sick leave, the teacher will not be charged with a sick leave day.

**B. LEAVE FOR DEATH IN FAMILY**

Each licensed employee in the Woodmore School District shall be eligible to use sick leave for bereavement on the following basis:

1. If the funeral involves a spouse, son, or daughter, parent, grandparent, brother, sister, mother-in-law, father-in-law, grandchildren, step-parents, step-children, son-in-law, daughter-in-law, other persons living in the same household (or with the approval of the Superintendent applying consistent standards), a maximum of five sick days is allowed.

2. If the funeral involves other blood relatives, other in-laws, or step-relatives, time to attend funeral and necessary travel time is granted. For a funeral that is within 300 miles, a maximum of two school days with pay is allowed. For a funeral that is more than 300 miles away, a maximum of three sick days is allowed.

**C. JURY/COURT DUTY**

A teacher who serves as a juror shall be granted leave without loss of pay or other emoluments for days covered by the jury duty. The teacher shall not be required to remit jury duty pay to the Board.

A teacher who is directed by the Board or its administrative agent(s) to appear in court on behalf of the Board, or in any other job-related capacity, shall receive his/her regular rate of pay as a bargaining unit member and will not forfeit his/her personal leave.

**D. ASSAULT LEAVE**

Notwithstanding the provision of Section 3319.141 of the Ohio Revised Code, the Board will grant assault leave to covered employees absent due to physical disability resulting from assault under the following conditions. Additionally, the Board may grant within the thirty (30) days, additional time off for mental injury as a result of an assault as documented by the employee's physician. If granted, the employee is required to cooperate with Board, on all subsequent legal matters pertaining to this incident.

Any licensed member who must be absent from his/her duties due to disability resulting from an assault, on or off school premises, before, during, or after school hours provided that such assault is also related to, attributable to or arising out of the employment by this system of said member, will be paid his/her full-schedule compensation for a maximum period of thirty (30) consecutive working days of an adopted school calendar which shall be non-accumulative. If permanently disabled, the member must apply for disability retirement and no assault leave shall be granted after such retirement has been approved. The period of such absence, as defined in this provision, shall be termed "ASSAULT LEAVE."

Before assault leave can be approved, the member shall furnish to the Superintendent a written signed statement describing the circumstances and events surrounding the assault and the cause thereof, including the location and time of the assault, and the 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 also furnish to the Superintendent a statement of the nature of the disability and the duration of the anticipated leave which has been signed by a physician licensed in the State of Ohio.

Assault leave which is approved by the Superintendent shall not be charged against sick leave earned by the member, or other leave granted under regulations adopted by the Board pursuant to 3319.08 ORC. The employee may elect to utilize this provision of the contract for absence due to an assault or Workers' Compensation, if applicable, but not both.

E. PERSONAL LEAVE

1. An employee has the right to utilize three (3) personal leave days per school year. The employee shall provide written notification three (3) days before the date of such desired leave unless an emergency makes it impossible to do so.
2. The personal leave days shall not be used for the following reasons:
  - a. to extend a school scheduled holiday
  - b. to work another position for pay.
3. Personal leave is limited to a maximum of 3 persons per building on any one day.
4. Personal leave may be taken in full day, half-day, or quarter-day increments.
5. Employees will not use personal leave during the first or last ten (10) days of the school year, unless exceptional circumstances justify the use of such leave and such leave is approved by the Superintendent.

### EMERGENCY LEAVE

1. The Board shall grant requests for the use of emergency leave. One (1) day's emergency leave will be granted on a paid basis per school year, and any additional emergency leave will be unpaid. It is understood that the employee is expected to identify the reason for its use. The following reason(s) apply.
  - a. transportation difficulties
  - b. flooding of basement or home
  - c. fire at home
  - d. other similar unavoidable reasons beyond the employee's control.
2. Emergency leave does not require advanced notification. However, the building principal shall be notified as soon as possible by the employee. Emergency leave shall be granted up to five (5) workdays. Any additional days must be approved by the Superintendent.
3. Paid emergency leave will only be granted if all personal leave days have been used.

### SHORT-TERM UNPAID LEAVE

1. An employee shall be granted one, two, or three days leave without pay. The notification must be submitted one (1) week prior to the date(s) requested.
2. It is understood that this request for leave without pay shall be granted only once during any given school year.
3. This short-term leave does not affect in any way the other leaves that are afforded the employee in Section III., of the contract.
4. Unpaid leave ordinarily cannot be combined with other personal leave. However, in special cases, an employee may request short-term unpaid leave in combination with other personal leave. The Superintendent's decision shall be final.

### F. PERSONAL LEAVE INCENTIVE PLAN

If any personal leave days remain unused at the end of the school year, the Board will credit the employee with an equal number of days of sick leave. If the employee has already accumulated the maximum number of sick leave days, the employee will be paid for the unused personal days at the substitute teacher rate.

G. LEAVE OF ABSENCE FOR PERSONAL REASONS

The following are the conditions under which licensed employees may request a leave of absence for personal reasons without pay:

1. Request must be submitted to the Superintendent, via the Principal, with reason clearly explained.
2. Responsibility for approval or disapproval of the request shall rest exclusively with the Board.
3. Leave of absence may be granted as outlined in this contract for illness or parenthood, military, and award trips. Leaves of absences for other reasons including educational, political office, or other purposes may be granted according to the provisions of the Ohio Revised Code. However, leave of absence to take other employment will not be granted.
4. During an approved leave of absence, the teacher will not accumulate additional experience credit for salary increase purposes unless otherwise noted in specific leave sections.
5. If a teacher accepts other employment during the period of approved leave of absence, such action shall be considered a just cause for discharge. Provisions of this article are not to encompass grants-in-aide, fellowships, assistantships, etc., or employment required for proper livelihood during such study periods.
6. At the discretion of the Board, a teacher may be required to pass a physical examination prior to return from an approved medical leave of absence.
7. An approved leave of absence does not guarantee an employee the same position when his/her leave expires, but he/she shall resume the contract status he/she enjoyed at the start of his/her leave.
8. This is not to be construed as covering the Association, OEA, or NEA activities although a teacher being duly elected to an office in the foregoing that necessitates a leave of absence may at the option of the Board be granted such leave not to exceed twelve (12) months.

It is mutually agreed that this leave of absence will be extended only in those instances when it will not interfere with the educational process or increase costs to the Woodmore School System.

H. LEAVE OF ABSENCE FOR ILLNESS OR MATERNITY/PATERNITY

Upon written request of a teacher, a leave of absence will be granted for a period of not more than two consecutive school years where personal illness or other disability is the reason for the request.

Maternity/Paternity leave of absence without pay shall be granted upon written request of the employee, for a period not to exceed one full school year if granted prior to the opening of school; or until the end of the present school year if granted during the first semester of the year; or no longer than the end of the first semester of the next school year if granted during the second semester of a school year.

In any of the above, the leave of absence will only be granted to coincide with the semesters of a school year.

I. LEAVE OF ABSENCE FOR MILITARY

The Woodmore School District shall follow state and federal law concerning military leave. The employee shall be reinstated into his/her position in the school system with full credit, including the annual increments under the salary schedule, upon written request supported by adequate proof that the licensed employee is fully qualified to perform the duties of the position. The application for reinstatement shall be made no later than ninety (90) days from date of said release or honorable discharge from military service.

J. PROFESSIONAL/EDUCATIONAL/AWARD TRIP LEAVE

A teacher may be granted leave with pay to attend a program, ceremony, or conference at which the teacher will receive a major award, subject to the prior approval of the Superintendent. Additionally, the Superintendent may authorize payment for costs related to said award trip.

For the purpose of this section, "award trip" shall be defined as one which has been granted to acknowledge professional accomplishments. The days are not to exceed five (5) school days and shall not be counted against any accumulated sick leave or personal days.

A teacher may be granted leave without pay to accompany a spouse on an award trip provided it cannot be taken outside of the school calendar year. This leave shall not be granted more than once in a five-year period.

K. ASSOCIATION DELEGATES TO THE OEA REPRESENTATIVE ASSEMBLY

A maximum of two elected members of the Association shall be granted professional leave with pay to attend the OEA Representative Assembly not to exceed one (1) working day. The Association shall pay the expense for these representatives, and the Association shall reimburse the Board for the substitutes, if needed.

Up to six (6) representatives of the Association, but not more than three (3) from any building, shall be granted professional leave with pay to attend an Association-sponsored conference, workshop or other professional activity provided to Association members not to exceed one (1) workday. The Association shall pay the expense for these representatives and the Association shall reimburse the Board for substitutes, if needed and available. The Superintendent and the WEA President will discuss the logistics of the substitute coverage prior to the registration date.

L. FAMILY MEDICAL LEAVE ACT

An employee with at least twelve (12) months of service and who has worked at least 1,250 hours with the Woodmore Local School District shall be granted up to twelve (12) weeks of unpaid family medical leave (during each fiscal year period) for: 1) The birth and first year care of a child; 2) The adoption or foster placement of a child; 3) The serious illness of a spouse, son, daughter, or parent of the employee's family, and 4) The employee's own serious health condition that keeps the employee from performing the essential functions of his or her job in accordance with the following specifications:

1. The employee shall apply in writing to the Superintendent or his/her designated representative not later than thirty (30) days prior to the beginning date of the requested leave of absence, if leave request was foreseeable. The written application, requiring Superintendent's approval, shall specify the proposed dates the leave is to commence and terminate, with every attempt being made to select those dates least disruptive to the educational process and district operations. The Board may require the employee to provide certification from a health care provider containing verification in accordance with the Family Medical Leave Act if he or she requests a medical leave.
2. The employer may require the employee to use any accrued personal leave for the first or second reasons mentioned in the first paragraph of this section. The employer may require the employee to use any accrued sick or personal leave for the third or fourth reasons mentioned in the first paragraph of this section.
3. While on Family Medical Leave, the employee will continue to receive the same group health coverage that he or she had while employed. The Board will pay for this continued group health coverage to the same extent that the Board paid for the coverage that each employee had before beginning his or her leave.
4. Serious health condition is defined as an illness, injury, impairment or mental condition that involves:
  - a. Inpatient care in a hospital, hospice, or residential medical facility; or
  - b. A serious health condition that involves continuing treatment by a health care provider, including any one or more of the following:

- i. A period of incapacity (i.e., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefrom) of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:
    - (1) Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or
    - (2) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.
  - ii. Any period of incapacity due to pregnancy, or for prenatal care.
  - iii. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition.
  - iv. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective.
5. An employee on Family Medical Leave shall not be entitled to advancement on the salary schedule for the period of absence; however, the employee shall continue to accrue sick leave. When an employee returns from Family Medical Leave, he/she shall receive any advancement on the salary schedule as other employees receive. If an employee has worked one hundred twenty (120) days in a school year, a full year of service credit will be granted for purposes of advancing on the salary schedule for the following school year.
  6. Once the leave is approved by the Superintendent and the Board, it may be altered or canceled with the approval of the Superintendent, the Board, and the applicant.
  7. The employee may request intermittent leave or leave on a reduced schedule. The Board may require the employee to provide certification from a health care provider. The employee will make every attempt to schedule his/her leave so as not to disrupt school operations.
  8. The Board may require the employee to continue taking leave until the end of the semester if the leave will last at least three weeks in duration and the employee would return to work during the three-week period before the end of the semester. If an employee begins leave for a purpose other than his/her own serious health problem, the Board may require the employee to continue taking the leave until the



end of the semester if the leave will last more than two weeks and the employee would return to work during the two week period before the end of the semester. If an employee begins leave for a purpose other than his/her own serious health problems during the last three weeks of the semester, and the leave will last more than five working days, the Board may require the employee to continue taking the leave until the end of the semester.

9. This article is based upon the federal legislation entitled The Family Medical Leave Act of 1993. All provisions of this legislation will be complied with according to law.

## **PART IV – TEACHING CONDITIONS**

### **A. NEW POSITIONS AND/OR VACANCIES - TEACHING CONTRACTS**

Whenever a new teaching position is created, or a position which has been filled by a classroom teacher becomes vacant (unless that position is determined by the Board to be eliminated), notice of the vacancy shall be e-mailed to all teachers, providing the vacancy occurs during a month when school is in session and before school is closed for the summer. No offer will be made to fill any such vacancy until the five-day posting period has expired. Current employees shall be interviewed for a vacancy before others outside of the district.

If a new teaching position is created during the summer vacation period, it shall be the responsibility of the Superintendent to inform by letter or by e-mail the WEA President and each teacher who is properly licensed for said position. Teachers who contact the Superintendent within seven (7) calendar days of the postmarked letter or the e-mail will be offered an interview before the position is filled. This applies to new positions only. When a vacancy occurs during the summer in an existing position because a teacher has resigned, retired, or is otherwise unavailable to fill the position, similar provisions will be attempted. However, if the vacancy in an existing position occurs fifteen or fewer days before the first teacher workday, this will not delay the filling of the position when a qualified applicant becomes available.

When filling any vacancies, the Board retains the right to employ the candidate who is best qualified for the position.

### **B. NEW POSITIONS AND/OR VACANCIES – SUPPLEMENTAL CONTRACTS**

Supplemental contracts shall be for the term of one year and shall automatically expire at the end of one year without the Board having to comply with ORC 3319.11 or ORC 3319.111.

A vacancy shall occur when the Board has determined not to reemploy the same person in the supplemental position or when the Board creates a supplemental position. Fifteen (15)

days following distribution by email of a vacancy, employees shall return to the Central Office written notice or shall send an email indicating any supplemental for which they wish to apply.

- a. Vacant academic supplemental positions shall be distributed by email by May 1.
- b. Vacant fall season athletic supplemental positions shall be distributed by email by March 1.
- c. Vacant winter season athletic positions shall be distributed by email by May 31.
- d. Vacant spring season athletic positions shall be distributed by email by October 1.
- e. Supplemental vacancies will be filled in accordance with ORC 3313.53.
- f. In the event that there are not enough students participating by the date of the first scheduled contest, as determined by the Board of Education, then the contract shall be deemed null and void and the employee shall be paid on a prorated basis for official practice days.
- g. Supplemental contract vacancies occurring after a position has once been filled shall be posted and filled according to this section.

When filling any vacancies, the Board retains the right to employ the candidate who is best qualified for the position.

C. TRANSFER OR REASSIGNMENT

When a teacher wishes to be considered for future assignments to, or reassignments to any administrative position, any teaching position, any special duty assignment, or to any building or grade, he/she shall submit a written request to the Superintendent, with a copy to his/her Principal. Prior to filling any vacancy as covered by this paragraph, the Principal shall have a discussion with all applicants involved that they are being considered for the vacancy.

The Superintendent shall consider all requests which are submitted as provided above, and as vacancies occur shall select the person who is the best qualified applicant, whether or not he/she is then a licensed employee in the Woodmore School District.

D. NOTIFICATION OF TEACHER ASSIGNMENT

Teachers under contract during the school year shall be notified in writing or e-mail by the Principal of their tentative assignments for the following school year, not later than the last teacher workday. In the event of a change in assignment, notification of the new assignment shall be given as soon as possible.

It is understood by the Association that teaching assignments are subject to change as the need arises. If there is a change in teaching assignment, written notification via email will be made by an administrator two (2) weeks prior to the first student day of the applicable school year. Any necessary changes in teaching assignment(s) after this date will be discussed with the individual teacher(s) involved.

If a teacher is removed from a teaching assignment and placed in a nonteaching position the following procedure will be used: The Superintendent shall meet with the teacher involved at least ten (10) working days prior to such action and shall identify and discuss the reasons for the assignment change.

The teacher may have an Association representative at this meeting.

E. TEACHER SCHEDULE

The Association recognizes the Board’s right to scheduling class assignments. As soon as all teachers’ schedules for the coming school year have been finalized, the building Principal shall notify all full-time classroom teachers under his/her supervision of their assignment, including the subject(s) to be taught.

Final authority for teacher schedules and assignment shall rest with the Superintendent.

F. CLASS LISTS

Secondary teachers shall receive their tentative class lists no later than the morning of the first teacher workday at the beginning of the school year. Elementary teachers shall receive their tentative class lists for the next school year no later than the final teacher workday of the current school year. Class lists are subject to change. It will be the responsibility of the teacher to update or correct his/her class list as the need arises.

G. INSTRUCTION LOAD

1. The administration shall be responsible for the distribution of work among the members of the staff. Such distribution shall be as equitable as possible.

2. Class Size – The pupil-teacher ratio is an important aspect of an educational program. The following are recognized as optimal class size maximums:

|                    |    |                       |    |
|--------------------|----|-----------------------|----|
| PreK-grade 5       | 25 | Ind. Tech/Voc. Ed.    | ** |
| Art                | ** | Mathematics           | 25 |
| Business Education | ** | Music (except choirs, |    |
| English            | 25 | Band & orchestra)     | 30 |
| Foreign Language   | 25 | Physical Education    | 30 |
| Health             | 25 | Science               | 25 |
|                    |    | Social Studies        | 25 |

Special Education - in accordance with State law

\*\*Not to exceed available stations

Optimal class size maximums are defined as class sizes that reflect consistent standards of quality education. The parties agree that every effort will be made to schedule classes within these parameters.

Special education teachers will assist in the formulation and implementation of Section 504 plans, but shall not be responsible for the additional recordkeeping associated with the Section 504 plan.

The above standards shall not restrict the school system from making use of new educational approaches, such as large group instruction and team teaching, cooperatively developed by teachers and administrators.

Prior to the scheduling of classes each year, discussion will occur regarding scheduling and optimal class size for each program area between the Building Principal and the Department Head/Lead Teacher.

If a teacher believes that class size is adversely impacting his/her ability to effectively instruct students, the teacher should bring this to the attention of the building principal and the WEA President. If the concern is not resolved at this level, the teacher shall bring this concern to the attention of the Superintendent. The Superintendent shall meet with the teacher and the WEA President and respond to the concerns.

3. Each teacher (6-12) employed full-time, will have a planned/conference time equal to one period per school day during each school week. Teachers may be assigned to cover a regular class during his/her conference period when it is impractical to provide a substitute teacher, provided that there is more than one teacher available to cover the class. (This will be done on a rotating basis whenever possible.)
4. If the Board elects to have an eight (8) or more period day at the secondary school, staff members (6-12) shall be responsible for a maximum of seven (7) classroom teaching periods.
  - a. The following are unique circumstances which teachers may be asked to teach eight (8) class periods:
    - i. only one (1) certified/licensed teacher in an area
    - ii. a large number of given students in a given class
    - iii. provisions for special courses for identified students
    - iv. other short term educational needs.
  - b. The teaching staff will, in the best interests of the students, yield to these “special circumstances” and teach an eighth class period. The following are instances when the Superintendent, upon the Building Principal’s recommendations, may assign a staff member to teach an eighth class period:

- i. only one (1) certified/licensed teacher in an area
  - ii. when all other licensed teachers in one area have already been assigned seven (7) teaching periods
  - iii. when class size within a subject area would exceed twenty-five (25), or lower number for specialized classes with equipment limitations.
- c. Each teacher (6-12) employed full-time, for whom it is requested by an administrator and accepted by a teacher to teach eight (8) class periods; and/or teachers who are assigned by an administrator to teach eight (8) class periods, in either case, effectively giving up his/her planned/conference time, will be compensated for the additional class assignment at 1/8<sup>th</sup> of his/her daily rate for each day he/she is contracted to work.
- 5. If the Board elects to have a seven (7) period day at the secondary school, staff members (6-12) shall be responsible for a maximum of six (6) classroom teaching periods per day exclusive of his/her thirty (30) minute duty-free lunch.
- 6. The Board retains the right to determine the number of periods offered during the high school day. If a change in the present status is anticipated, the staff will be consulted for input.
- 7. All elementary teachers and special area teachers shall have a minimum of 200 minutes of planning/conference time each week. Every reasonable attempt will be made to schedule the planning/conference time during the student day.

When an elementary teacher's class is scheduled for a special class, (art, music, physical education, library, computer), all possible effort will be made to avoid assigning that teacher to recess or other duty during that period.

## H. CONTRACTS

- 1. Contracts are between employees and the Board.
- 2. Each teacher, new to the district, shall receive a one (1) year limited contract and shall be, if renewed, reappointed for up to four (4) more one-year limited contracts. At the end of five (5) one-year limited contracts, if the Board chooses to renew the contract, the teacher shall receive a three (3) year limited contract.
- 3. To be eligible for a continuing contract, a teacher must have taught in the Woodmore School System for three out of the last five years, and must hold one of the following:
  - a. A professional, permanent or life teacher's certificate;
  - b. A professional educator license who has completed the applicable one of the following:

- i. If the teacher did not hold a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the State Board of Education shall adopt;
- ii. If the teacher held a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the State Board of Education shall adopt.

For teachers who are initially issued an educator's license on or after January 1, 2011, in addition to the foregoing requirements, the teacher must have held an educator's license for at least seven (7) years.

4. When the employee becomes eligible for a continuing contract under Ohio Revised Code 3319.11, the Board has the option to:
  - a. issue a continuing contract; or
  - b. issue a two year limited contract with specific recommendations for improvement. At the end of the two year period, the teacher must be given a continuing contract or be nonrenewed; or
  - c. nonrenew under the provisions of Ohio Revised Code 3319.11, excluding the requirements of ORC 3319.11 to review Board compliance with the evaluation procedures of ORC 3319.111. The review shall be limited to a review of Board compliance with the contractual evaluation procedures.

Continuing contract status will be granted only at the regularly scheduled May Board meeting, and only after the completion of the limited contract on which the teacher is employed.

Any teacher eligible for continuing contract shall file an application with the Treasurer by November 1 in the year in which they become eligible for a continuing contract in order to be considered eligible for continuing contract.

Teachers eligible for a continuing contract, and receiving a limited contract, will receive written reasons directed at professional improvement from the Superintendent of Schools.

5. Notwithstanding section 3319.11 of the Revised Code, any member of the bargaining unit employed under a limited contract whose regular teaching contract is not to be renewed shall be notified in writing on or before June 1. If notice cannot be given in person by June 1, for the purpose of this subsection, posting such written notice in the U. S. Mail by certified mail to such teachers last known mailing address prior to June 1 shall constitute “notice” to the member.
6. Bargaining unit members with two (2) or less years’ experience shall have limited due process rights concerning nonrenewal. These due process rights shall be limited to an appeal to the Superintendent prior to Board action, and an appeal to the Board in executive session prior to Board action. The action of the Board shall be final and not appealable to any court.

If the Superintendent decides not to recommend the bargaining unit member for contract renewal, the member shall be notified in writing at least five (5) days prior to the scheduled board meeting regarding prior to the scheduled board meeting regarding contract recommendation. The bargaining unit member may request a conference with the Superintendent to discuss the recommendation, at which time the Superintendent will provide a complete verbal explanation for the nonrenewal recommendation. The Superintendent may elect to have the evaluator present at this conference. The bargaining unit member may request, in writing, an appeal to the Board. A bargaining unit member may have up to four (4) Association representatives at the conference or Board appeal.

The language in this Article H.6. supersedes Section 3319.11 of the Revised Code.

7. All certificates and/or licenses or proof of application must be filed with the Treasurer by the first day of the school year in order to be recognized by the Board of Education.

## I. EVALUATION PROCEDURES

### 1. Definitions:

- a. Evaluation Cycle: The period of time for the completion of the evaluation procedure. The evaluation cycle is completed when student growth measures resulting from assessments that were administered in the previous school year are combined with the teacher performance ratings resulting from performance assessments that are conducted for the current school year to assign an evaluation rating. Formal Summative Evaluation rating shall be comprised of two (2) evaluation cycles and the Student Growth Measures (SGMs).
- b. Evaluation Rating: The final summative evaluation level that is assigned to a teacher based on evaluations that are conducted pursuant to 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. Each completed evaluation shall result in the assignment of one of the following evaluation ratings to the teacher: “Accomplished,” “Skilled,” “Developing,” or “Ineffective.”

- c. Evaluation Procedure: The procedural requirements set forth in this Negotiated Agreement to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the ORC and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the ORC.
- d. Student Growth Measure (SGM): a method for determining how much academic progress students are making by measuring growth between two (2) points in time. Ohio recognizes three (3) types: 1) value-added measures (VAM); 2) those based on state-approved vendor assessments (VA); and 3) locally-determined measures (i.e., SLOs).

“Average” or “expected” student growth is defined using a five-point scale with a score of 3 considered “average” and 4 and 5 as higher. Therefore, scores of 1 (least effective) and 2 (approaching average) are considered “below average” growth and would require the district to evaluate the teacher the following year per ORC 3319.111.

- 5 - Most Effective
- 4 - Above Average
- 3 - Average
- 2 - Approaching Average
- 1 - Least Effective

| <b>SLO Scoring Matrix<br/>Percentage of students<br/>that met or exceeded<br/>growth target</b> | <b>Descriptive rating</b>  | <b>Numerical<br/>Rating</b> |
|---|----------------------------|-----------------------------|
| <b>90-100</b>   | <b>Most Effective</b>      | <b>5</b>                    |
| <b>80-89</b>  | <b>Above Average</b>       | <b>4</b>                    |
| <b>70-79</b>  | <b>Average</b>             | <b>3</b>                    |
| <b>60-69</b>  | <b>Approaching Average</b> | <b>2</b>                    |
| <b>59 or less</b>   | <b>Least Effective</b>     | <b>1</b>                    |

- e. Value-Added Measures (VAM): Value-added analysis is a statistical method that helps educators measure the impact that schools and teachers have on students’ academic progress rates from year to year. All value-added measures are not the same. In fact, value-added measures differ from



state to state. Effective July 1, 2014 if VAM data is available, it must be used.

- f. Student Learning Objective (SLO): A student learning objective is 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. Student learning objectives demonstrate a teacher’s impact on student learning.
- g. Shared Attribution: The ODE defines “shared attribution” as a student growth measure that can be attributed to a group of appropriately licensed educators who consistently meet to collaboratively plan and provide instruction and/or intervention for a student or defined group of students on a specific topic and/or grade level and which may or may not be reported in the teacher-student data linkage system. This measure may be used as data in the student growth component of teacher evaluation.
- h. The “Teacher of Record” is defined as a teacher who:
  - i. is responsible for assigning the grade to the student, and
  - ii. is required to have the proper certification and/or licensure to teach the particular subject/grade level for which he/she has been designated “teacher(s) of record”, and
  - iii. is responsible for a minimum of fifty percent (50%) of a student’s scheduled instructional time within a given subject or course.

## 2. Teacher Categories

Teachers will follow one (1) of the following categories:

Category A1: A teacher who exclusively teaches subjects with VAM (Value-Added Measures).

Category A2: A teacher whose schedule is comprised of subjects with VAM data in addition to subjects that are not VAM. The teacher’s SGM must use the VAM in proportion to his/her schedule. The remaining SGM percentage shall be divided equally between VA data, if available, and one (1) SLO. If VA is not available, one (1) SLO shall be used.

Category B: A teacher who tests students using Ohio Department of Education (ODE) approved VA and locally developed measures. The teacher’s SGM shall be comprised of twenty-five percent (25%) VA data and twenty-five percent (25%) SLO data based on one (1) SLO.

Category C: The teacher who instructs students without the availability of VAM or VA data.

Forty percent (40%) of the teacher's SGM shall be comprised of two (2) SLOs and ten percent (10%) shall be comprised of shared attribution as defined.

All Student Learning Objectives will be developed in collaboration with the SLO Team using SLO Template Checklist (Appendix A) and be approved by the building level teams using the Approval Status and Accompanying Rationale:

- i. Due September 30
- ii. Returned no later than October 10 (If the 10<sup>th</sup> falls on a weekend, the first workday thereafter).
- iii. The SLO team shall be comprised of the department heads and/or lead teachers in each building and the applicable administrator(s).

In the calculation of student academic growth, a student who has missed forty-five (45) or more excused and/or unexcused absences for the school year will not be included for the calculation of teacher SGMs within OTES. It will be the responsibility of the local district to ensure attendance is correctly recorded as it relates to SGM calculations.

### 3. Application

The teacher evaluation procedure contained in this Negotiated Agreement applies to the following employees of the District:

- a. Teachers working under a license issued under Sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Revised Code who spend at least fifty percent (50%) of their time providing student instruction.
- b. Teachers working under a permanent certificate issued under Section 3319.222 of the Revised Code as it existed prior to September 2003 who spend at least fifty percent (50%) of their time providing student instruction.
- c. Teachers working under a permanent certificate issued under Section 3319.222 of the Revised Code as it existed prior to September 2006 who spend at least fifty percent (50%) of their time providing student instruction.
- d. Teachers working under a permit issued under Section 3319.301 of the Revised Code who spend at least fifty percent (50%) of their time providing student instruction.

### 4. Evaluators

- a. The evaluator must be a full or part time, credentialed administrator in the district who holds a license designated for being either a principal, assistant principal, superintendent, special education director or curriculum director

and successfully completed the state mandated credentialing training on the OTES evaluation model and tools.

- b. In evaluating a teacher's performance, evaluators will not make judgments, or otherwise discriminate, on the basis of an employee's age, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership or union activism.
- c. Evaluators must be credentialed at the time of any evaluation, and they must renew the evaluator credentials as required by the ODE. Evaluators who fail to pass re-credentialing or recalibration will be prohibited from evaluating teachers for the evaluation cycle. A list of these evaluators will be provided to the Association President.

5. Evaluation Instrument

The Evaluation Instrument shall be the process and forms used by the teacher's evaluator as per ORC 3319.111, 3319.112 and 3319.114. The Woodmore Local School Teacher Performance Evaluation forms are located in the Appendixes of this Negotiated Agreement.

6. Evaluation Committee

- a. The Association and the Board agree to establish a standing joint Evaluation Committee for the purpose of regularly reviewing the effectiveness of the procedures, processes and the evaluation instrument for the evaluation of teachers in the district.
- b. Committee Composition
  - i. The committee shall be comprised of three (3) Association members [one (1) elementary, one (1) middle school, and one (1) high school] appointed by the Association Executive Committee and up to three (3) members appointed by the Superintendent or his/her designee. In addition each party may appoint up to one (1) ad hoc non-voting member to assist and/or attend committee meetings.
  - ii. Committee members shall serve staggered terms.
- c. Committee Operation
  - i. The committee shall be chaired jointly by a committee member from the Association and a committee member from the Board.

- ii. Members of the committee will receive training in all aspects of OTES, the state adopted Evaluation Framework model, the standards for the teaching profession, teacher of record, shared attribution, and teacher-student data linkage prior to beginning their work. The cost, if any, shall be borne by the Board. Members' leave will be deemed professional leave and she/he will not be charged accrued leave.
  - iii. The committee will establish by mutual agreement a meeting calendar and timeline for work completion.
  - iv. Committee agendas will be developed jointly by the co-chairpersons of the committee.
  - v. All decisions of the committee will be achieved by majority.
  - vi. Ground rules will be reviewed annually.
  - vii. A secretary will be appointed to act as the official recording scribe for committee meetings.
  - viii. Members of the committee may receive release time for committee work and training.
  - ix. Minutes of meetings will be distributed to committee members, Association President and District Superintendent within 5 (five) calendar days following meetings of the committee.
- d. Committee Authority
- i. The committee will jointly develop, review, and recommend the policy, procedures, and processes, including the evaluation instrument, for teacher evaluation.
  - ii. The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.
  - iii. The Board and the Association shall bargain during regular contract negotiations all elements of the teacher evaluation system that are not expressly prohibited subjects of bargaining, and these negotiations must be satisfactorily completed prior to the implementation of the new evaluation system. Any agreement that is achieved through said negotiation shall be subject to ratification by both parties.

- iv. Upon ratification of the evaluation agreement, the Board shall amend its evaluation policy to conform to the terms of the parties' agreement.
- v. If a recommendation is made by the committee to change or revise the evaluation procedure or instrument during the term of the agreement, then said recommendation shall be subject to ratification by the Board and the Association.
- vi. In the event of legislative action by the Ohio General Assembly that in any way impacts on this topic, the parties to this Negotiated Agreement agree to discuss the topic to determine whether adjustments are appropriate and necessary during the term of this Negotiated Agreement. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or process, including the evaluation instrument, during the term of the Negotiated Agreement, then said recommendation shall be subject to ratification by both parties.

7. Orientation

- a. Not later than September 15 of each year, or in the case of a new teacher, within thirty (30) days of the first day worked, each teacher shall be notified in writing of the name and position of the evaluator who will conduct all components of an evaluation cycle.
- b. A teacher newly employed, or one reassigned after the beginning of the work year, shall be notified by the evaluator of the evaluation procedures in effect. Such notification shall be within two (2) weeks of the first day worked in a new assignment.
- c. In the event a teacher performs work under the supervision of more than one (1) supervisor, only one (1) supervisor shall be designated as the evaluating supervisor with teacher input.

8. Training

Teachers will annually be given professional development on the teacher evaluation framework and system which shall include the tools, processes, methodology, and the use of student growth measure data.

9. Schedule for Evaluation

- a. No teacher shall be evaluated more than once annually.

- b. The Board or designated Administrator will evaluate each teacher who received a rating of “Accomplished” on the teacher’s most recent evaluation conducted under this section once every three (3) school years, so long as the teacher’s student academic growth measure, for the most recent school year for which data is available is average or higher, as determined in I.1.d.
- c. The Board or designated Administrator will evaluate each teacher who received a rating of “Skilled” on the teacher’s most recent evaluation conducted pursuant to this policy once every two (2) years, so long as the teacher’s student academic growth measure, for the most recent school year for which data is available, is average or higher.
- d. In any year that a teacher is not formally evaluated as a result of receiving a rating of “Accomplished” or “Skilled” on the teacher’s most recent evaluation, an evaluator will conduct at least one (1) observation of the teacher and hold at least one (1) conference with the teacher.

A teacher who meets the following requirements will not be evaluated:

- i. The teacher was on leave from the District for fifty percent (50%) or more of the school year in which the evaluation is otherwise scheduled to be conducted.
- ii. The teacher has submitted a notice of retirement and that notice has been accepted by the Board not later than the first day of December of the school year in which the evaluation is otherwise scheduled to be conducted.
- e. The performance component of the evaluation shall be conducted and completed no later than May 1 and the teacher being evaluated shall receive a written report of the results of this evaluation not later than May 10, this will be contingent on the release of the state score.
- f. If the Board has entered into a limited contract or extended limited contract with the teacher pursuant to Section 3319.11 of the Revised Code, the Board shall perform a minimum of three (3) formal performance observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to reemploy the teacher pursuant to division (B), (C), (D) or (E) of that section.

10. Criteria for Performance Assessment

- a. A teacher’s performance shall be assessed based on criteria set forth Appendix E, (Teacher Performance Evaluation Rubric) of this Negotiated Agreement.

- b. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- c. All formal observations and information contained in the teacher performance evaluation report must be supported by evidence.

11. Professional Growth and SGM Driven Improvement Plans

Based on student growth measures, a teacher shall only be placed on a professional growth plan or an SGM driven improvement plan.

- a. Teachers whose students' evidence are at expected levels of student growth shall develop a professional growth plan.
- b. Teachers whose students' evidence are below expected levels of student growth shall develop an SGM-driven improvement plan with their credentialed evaluator.
- c. Teachers will submit to his/her evaluator their Professional Growth Plan (Appendix B) by September 30.
- d. Professional Growth Plans will be reviewed in pre-conferences and post-conferences.

12. Observations

- a. Schedule of Observations
  - i. A minimum of two (2) evaluation cycles shall be conducted to support the Final Summative Evaluation Rating. This will consist of a pre-conference, a formal observation, and a post-conference.
  - ii. A formal observation shall last a minimum of thirty (30) consecutive minutes. There shall be at least four (4) weeks between formal observations. If after the second formal observation a teacher's performance is found deficient to the extent that adverse personnel action may result, a third observation cycle will be conducted.
  - iii. Formal observations will not be scheduled the first or last week of a semester. A member shall not be formally observed the day prior to a holiday, any break from scheduled schooldays (excluding weekends), or within two (2) working days of his/her return when the member has had an extended absence of three (3) or more days.

iv. Teachers will be notified a minimum of five (5) work days prior to a scheduled pre-conference.

b. Observation Conference

i. All formal observations shall start with a pre-conference between the evaluator and the teacher in order for the teacher to review the professional growth plan and explain plans and objectives for the work situation to be observed. (Appendix C1)

ii. A post-observation conference shall be held within ten (10) work days after each formal observation and necessary walkthroughs have been completed. The post conference shall be used to inform the teacher if observed instructional practices are aligned with the expectations that are identified in the teacher's professional growth or improvement plans. At the post-observation conference teachers shall be provided one (1) area of reinforcement and one (1) area of refinement through evidence, in alignment with the education standards. Teachers shall be given the opportunity to provide additional evidence during this conference. (Appendix C2)

iii. If requested by the teacher, the evaluator shall provide the teacher copies of all written documentation including but not limited to: notes, scripts, artifacts, and evidence collected during formal observations and walkthroughs.

13. Walkthroughs

a. A walkthrough is a formative written assessment process that focuses on one (1) or no more than two (2) of the following components resulting in a brief written note(s) or summary:

i. Evidence of planning;

ii. Lesson delivery;

iii. Differentiation;

iv. Resources;

v. Classroom environment;

vi. Student engagement;

vii. Assessment; or

viii. Any other component of the Standards for Ohio Educators and rubrics approved for teacher evaluation.

b. The teacher shall receive electronic or written notification at least two (2) work days prior to each walkthrough that identifies the focus of the walkthrough. If the teacher is on board-approved leave during the time the evaluator sends the notification, the walkthrough shall be rescheduled.



- c. The walkthrough shall be at least five (5) consecutive minutes but no more than ten (10) consecutive minutes in duration.
- d. A copy of the walkthrough form (Appendix D), including all scripted and/or anecdotal documents relative to the agreed upon focus of the walkthrough, will be provided to the teacher within five (5) work days following the walkthrough.
- e. No more than two (2) walkthroughs shall be included per observation cycle. A teacher may request up to one (1) additional walkthrough.
- f. Final debriefing data gathered from the walkthroughs must be placed on the form designated in Appendix D.
- g. Walkthroughs shall not disrupt and/or interrupt the learning environment in the classroom.

14. Calculating the Teacher Performance Rating

a. Written Report

- i. Before the evaluation cycle is final, a formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator between April 1 and May 10.
- ii. If an evaluator has rated a bargaining unit member as “Developing” or “Ineffective” in a specific area of the evaluation, the teacher will be given the opportunity to present evidence, if available, that may improve the rating. The administrator has sole discretion in deciding whether the evidence provided will improve the teacher’s rating.

b. Completion of Evaluation Process

The Final Summative Rating of a teacher shall be based upon student growth measures and performance that is assessed during the walkthroughs and observations. The Rating shall acknowledge the performance of the teacher evaluated as well as performance. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report. The Final Summative Rating shall be signed by the evaluator. The evaluation report should then be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher’s signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report. The Final Summative Rating shall be

completed between April 1 and May 10, signed by both parties, and then sent to the Superintendent.

- c. The Teacher Performance Rating used in the Final Summative Rating shall be calculated in the following manner.
- d. A numerical value for each category on the Teacher Performance Evaluation Rubric shall be assigned as:
  - i. One (1) for “Ineffective;”
  - ii. Two (2) for “Developing;”
  - iii. Three (3) for “Skilled;” and
  - iv. Four (4) for “Accomplished.”
- e. An average shall be calculated by taking the sum of each performance criteria (PC) and dividing by the total number of performance criteria (10) (Sum of PC ÷ 10).
- f. The Teacher Performance Rating shall be assigned as follows:
  - i. 1 to 1.5 = “Ineffective” Teacher Performance Rating
  - ii. Greater than 1.5 to 2.3 = “Developing” Teacher Performance Rating
  - iii. Greater than 2.3 to 3.0 = “Skilled” Teacher Performance Rating
  - iv. Greater than 3.0 = “Accomplished” Teacher Performance Rating
- g. Response to Evaluation

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

#### 15. Professional Development

- a. Teachers who are deemed “Accomplished,” “Skilled” or “Developing” will develop their own professional growth plan.
- b. Teachers deemed “Ineffective” will develop an improvement plan with their credentialed evaluator as set forth in the evaluation policy. In the event that the teacher and the evaluator cannot agree on the evaluator’s expectations for the improvement plan, the teacher may request a union building representative or mentor to facilitate further discussion between the teacher and the evaluator.

- c. For one (1) year, the Board shall provide professional development support to Ineffective teachers as set forth in the collective bargaining agreement.
- d. The Board shall provide for the allocation of resources to support professional development as set forth in this Agreement.

16. Improvement Plans

- a. Teachers who have performance deficiency include:
  - i. a teacher whose student growth measure rating is “Ineffective” and/or
  - ii. a teacher who is deemed “Ineffective” in 2 (two) or more of the 7 (seven) educator standard areas on the Teacher Performance Rubric (Appendix E).
- b. All performance deficiencies identified by the evaluator shall be compiled and reported in writing, and a copy of the written report shall be provided to the teacher at the post-observation conference or formal debriefing.
- c. The evaluator involved shall make written recommendations at the post-observation conference or formal debriefing and otherwise assist the teacher for the purpose of remediation of identified performance deficiencies.
- d. The evaluator and teacher shall develop a performance-driven improvement plan of identified performance deficiencies at the post-observation conference or formal debriefing and such plan shall be reduced to writing and provided to the teacher within ten (10) working days following the post-observation conference or formal debriefing.
- e. The professional improvement plan, a clearly articulated assistance program, shall include:
  - i. Specific performance expectations, resources and assistance to be provided.
  - ii. Timelines for its completion.
  - iii. Resources to be provided to a teacher on a professional improvement plan for the duration of the plan. The plan will outline the materials, human resources, and other programs, books, workshops, etc., that the plan requires. Any costs associated with the improvement plan will be paid for by the Board.

- iv. Timeline - A minimum of a four (4) week period of time shall be given to the teacher to meet the requirements, target dates, and dates of review of the plan.
  
- f. Addressing Deficiencies
  - i. Observations resulting in identification of performance deficiencies shall be followed within five (5) days by a conference between the evaluator and the teacher in order for questions arising from the observation to be discussed. All of the evaluator's observations shall be compiled in writing. A copy of the written observation report shall be given to the teacher at the post-observation conference.
  - ii. The evaluator involved shall assist the teacher in correcting identified deficiencies.
  - iii. Other deficiencies regarding the teacher's failure to adhere to work rules will follow the Negotiated Agreement.
  
- g. Improvement Plan Implementation
  - i. An improvement plan can begin after an evaluation containing two (2) out of seven (7) standards is received by the teacher. If a recommendation for an improvement plan occurs after being documented in Cycle II of the school year, the plan shall be continued into the next school year.
  - ii. The evaluator, together with the teacher, will formulate the improvement plan.
  - iii. The district will provide the teacher with a trained mentor as appropriate. The mentor will be provided release time to allow for observations with the teacher under an improvement plan.
  - iv. Not later than April 10th of the school year, the evaluator of record will complete a final evaluation report, meet with and provide a copy of it to the teacher. If the final report indicates the teacher meets the criteria for the professional indicators for satisfactory performance as outlined in the improvement plan, the evaluator of record will recommend that the teacher be returned to a non-improvement plan status.
  - v. In implementing such evaluation system and procedures, the district shall conduct all evaluations so as to observe the legal and

constitutional rights of licensed personnel, and no video-taping of the observation will occur without the consent of the licensed personnel.

- vi. In the event that the teacher and the evaluator cannot agree on the evaluator's expectations for the improvement plan, the teacher may request an employee of the district in the same content area to facilitate further discussion between the teacher and the evaluator.

17. Mentor for Teachers on an Improvement Plan

- a. The district will provide teachers under an improvement plan with a trained mentor who is not the credentialed evaluator. The mentor/coach will be provided release time to allow for meetings and/or observations with the teacher.

- b. Role of Mentor

The Mentor Teacher must have Continuing Contract status and have a minimum of five (5) consecutive years of teaching experience in the district.

- i. The Mentor Teacher must be trained to act as a mentor through the Ohio Department of Education Instructional Mentoring program.
- ii. The Mentor Teacher must hold a valid teaching certificate/license and may be assigned to teachers with the same area of certification/licensure.
- iii. The Mentor must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.
- iv. The Mentor Teacher does not have a formal evaluation role. The Mentor's role is to support the growth of the educator as an instructional mentor through formative assessment tools.

- c. Release Time

Each Mentor Teacher shall be granted release time for direct mentoring activities. Release time shall be separate from any other release time covered under this Agreement and shall be coordinated by the building administrator.

d. Protections

- i. Other than a notation to the effect that a teacher served as a Mentor Teacher, the teacher's activities as a Mentor Teacher shall not be part of that staff member's evaluation.
- ii. A Mentor Teacher shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.
- iii. No Mentor Teacher shall be requested or directed to divulge information from the written documentation or confidential Mentor/Mentee discussions.
- iv. All interaction, written or oral, between the Mentor Teacher and the teacher shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the Mentoring Teacher shall constitute grounds for immediate removal from his/her role as Mentor Teacher.

18. Due Process

- a. Teachers who disagree with the level of student growth, the rating of performance and/or the summative, or overall, rating of effectiveness, are allowed due process as stated in the Negotiated Agreement. One approach could be allowing the teacher to request a different evaluator for the following year.
- b. A teacher shall be entitled to Union representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.
- c. Failure by the Employer to adhere to timeline or condition established in this Agreement shall render the evaluation, including the summative rating, void and shall automatically require reemployment of the teacher under a continuing contract, if eligible, or an appropriate limited contract if the teacher is not eligible for a continuing contract.
- d. If an extenuating circumstance occurs the day of the evaluation process, the administrator will notify the teacher and will set an agreed time and date to reschedule.

19. Personnel Action Requirements

- a. The first year of collected data for the evaluation system shall be derived from value-added and other student growth measure scores from

assessments taken in the school year following the effective date of this Agreement; so long as the data from all three (3) years is comparable. The parties recognize that the OTES is still undergoing continual changes by the State Board of Education, the Ohio Department of Education, and Ohio Government. Gathering meaningful data on student test scores remains difficult in this time of continual transition.

- b. The first evaluation process shall be completed by the first day of May of the second school year following the effective date of this Agreement. An evaluation cycle shall not be completed until all teachers have been provided a written report of the results of the evaluation.

20. Due Process

The evaluation process will not violate the contractual and/or legal rights of the teacher.

21. Evaluation Forms and Rubrics

The forms and rubrics that will be used for this Evaluation Procedure will be those forms developed by OTES for the purposes of Pre-Observations, Observations, Completed Evaluations, Walkthrough Forms, Improvement Plans, and Professional Growth Plans. Said forms will be attached as Appendixes to this Negotiated Agreement.

22. OTES Reporting of Teacher Data

The parties will not report any information on teacher performance standards beyond the teacher's Final Summative Rating into the eTPES system or any other system required by the state. Data related to SGMs will not be uploaded/input into the eTPES system or any other system required by the state.

23. Commitment to Bargain

To the extent permitted by law, as legislative laws regarding this evaluation procedure are changed by the state legislature during the course of this Negotiated Agreement, the parties will meet to bargain the effects of the changes and execute an MOU to reflect the changes.

\*The Teacher Performance Evaluation will be in accordance with state and federal law.

J. REDUCTION IN FORCE

When the Board determines that staff reductions shall occur, the following provisions of the Revised Code of Ohio will be applicable: When by reason of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, financial reasons, or by

reason of suspension of schools or territorial changes affecting the district, a Board of Education decides that it will be necessary to reduce the number of teachers, it may make a reasonable reduction. In making such reduction, the Board will proceed to suspend contracts in accordance with the recommendation of the Superintendent who will, within each teaching field affected, give preference to teachers on continuing contracts and to teachers who have greater seniority, if the teachers are deemed comparable as defined below. Teachers whose continuing contracts are suspended will have the right of restoration to continuing service status in the order of seniority of service in the district if and when teaching positions become vacant or are created for which any of such teachers are or become qualified.

The following procedures shall apply:

1. Seniority List – All teachers in the Woodmore Local School District shall be placed on a seniority list in their areas of licensure/certification. Teachers shall be placed on all lists for which they are licensed/certified. In case of a reduction in force, the person eliminated from one position shall be placed by system-wide seniority into a position in another area for which he/she is licensed/certified. Bargaining unit seniority shall be lost when a bargaining unit member retires or resigns, is employed in a nonbargaining unit position, is nonrenewed or is terminated.
2. Attrition – The number of persons affected by a reduction in force will be kept to a minimum by not employing replacements for employees who retire, resign, die, or whose limited contracts are not renewed.
3. Notification of a possible reduction in force will be communicated to all employees at least eight (8) weeks prior to Board action. All professional staff members who are involved in the staff reduction process will receive written notification of their reductions and the reason for such reduction.
4. Reductions not achieved through attrition will be made by suspending limited contracts of employment.
  - a. Before implementing a reduction in force by the suspension of limited contracts, the Board shall give written notice to the Association, through its President, of its intent to affect a reduction in force through the suspension of limited contracts. Within ten (10) workdays of receiving said notice, the Association shall be given the opportunity to meet with the Board in an executive session for the purpose of discussing views and plans of methodology and need for the recall list.
  - b. Except as otherwise required to comply with state and federal laws relating to employment decisions, limited contract teachers will be selected for retention or suspensions on the basis of seniority and licensure. Teachers whose contracts are suspended shall be placed upon a recall list compiled from the seniority list described above, provided, however, limited contract



teachers whose contracts are not renewed for performance reasons shall not be placed on the recall list.

- c. Seniority shall be determined by the length of continuous service in the Woodmore Local School District. Among those with the same length of continuous service, seniority shall be determined by:
  - i. The date of the Board meeting at which the teacher was hired, and then by
  - ii. The date on which the teacher submitted a completed job application.

Length of continuous service will not be interrupted or affected by authorized leaves of absence. The continuous service of a teacher who has returned to employment following resignation or other termination of employment will be measured from date of return.

- d. A teacher whose name appears on the recall list shall be offered reemployment when a position becomes available for which he/she is licensed/certified at the time of reemployment.
- e. Teachers on the recall list shall be offered reemployment positions for which they are licensed/certified in the reverse order of the reduction in force.

No new teachers shall be employed by the Board for any opening of a teaching position while there are teachers on the recall list who are licensed/certified for that position.

- f. The Board shall give written notice of an offer of reemployment by sending a registered or certified letter to said teacher at his/her last known address. It shall be the responsibility of each teacher to notify the Board of any change in address in writing. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with an offer of reemployment or other notice to the teacher. If a teacher fails to accept the offer of reemployment in writing within fifteen (15) calendar days, excluding Saturdays, Sundays and school-defined holidays, or within five (5) calendar days if the offer is delivered within ten (10) calendar days prior to the start of a school year or semester, from the date said offer is delivered at the last known address of the teacher, said teacher shall be moved to the bottom of the recall list, unless he/she waives his/her rights to recall in writing. No teacher whose contract has been suspended pursuant to this Article shall lose the right of recall by reason of having declined recall to a position that is less than full-time or, if the teacher was not employed full-time just prior to suspension of his/her contract, to a position requiring a

lesser percentage of full-time employment than the position the teacher last held while employed in the District.

- g. A teacher on the recall list shall, upon accepting an offer of reemployment, return to the system with the same seniority, accumulation of sick leave days, and salary schedule placement as the teacher would have received in the year following receipt of the notice of suspension.
  - h. Limited contract teachers will remain on the recall list for a period of twenty-four (24) consecutive months following their receipt of notice of suspension and, continuing contract teachers will remain on the recall list for a period of sixty (60) consecutive months following their receipt of notice of suspension. If a teacher on the recall list accepts employment for a full school year with another school district, the teacher shall so notify the Superintendent immediately, and will be removed from the recall list. Upon expiration of the timelines of the recall list in this paragraph, a teacher must make application for employment in accordance with established procedures if he/she desires to be considered for employment by the Woodmore Local School District.
5. Availability of the Seniority List - The seniority list described above shall be provided to all teachers and each building principal no later March 1 of each school year.
- a. Members will have the opportunity to update and/or correct the seniority list. Within fifteen (15) calendar days after the seniority list is provided, any objection to the list must be submitted in writing to the District Treasurer and the Association President. If no objection is made during the fifteen (15) day calendar period, no grievance can be filed over individual seniority dates as published. If revisions are submitted, a copy will be distributed to all members of the bargaining unit and each building principal no later than fifteen (15) calendar days from the closing date to submit corrections.
6. No preference for seniority shall be given except when making a decision between teachers who have comparable evaluations as defined in Section 7, below. In the case of comparable evaluations, reductions needed beyond those available by attrition will be made by suspending contracts. Those contracts to be suspended will be chosen as follows:

Limited contract teachers shall be reduced first utilizing the following order:

- a. Certification/Licensure within the affected teaching field.
- b. Comparable evaluations as defined in this Negotiated Agreement.

- c. When evaluations are comparable, seniority in the district shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field being the first to be suspended.

Should the necessary reduction of teaching positions exceed the number of limited contract teachers in the affected teaching field, continuing contract teachers shall be reduced by suspending the contracts of: 1) hourly teachers, and then 2) part-time teachers, and then 3) full-time teachers.

Continuing contract teachers shall be reduced utilizing the following order:

- a. Certification/Licensure within the affected teaching field.
- b. Comparable evaluations as defined in this Negotiated Agreement.
- c. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field being the first to be suspended.

A teacher whose contract will be suspended will have the right to displace any less senior teacher whose work he/she is certified/licensed to perform so long as the displacing teacher possesses a comparable or better evaluation than the teacher being displaced. Within ten (10) calendar days of the Board's action to implement a RIF, a bumping meeting, if necessary, shall be held for all affected teachers.

7. Comparable Evaluations shall be defined as:

- a. Teachers shall be placed in one (1) of three (3) Groups for the purpose of a reduction in force, as described below. These groups shall be called "Group One," "Group Two," and "Group Three." Teachers within each Group shall be deemed "comparable," except that teachers under continuing contracts shall be given preference over all teachers under limited contracts within the same Group.
  - i. Group One shall be comprised of all teachers who were rated "Ineffective" on their evaluation using the calculation set forth below;
  - ii. Group Two shall be comprised of all teachers who were rated "Developing" on their evaluation using the calculation set forth below; and
  - iii. Group Three shall be comprised of all teachers who were rated "Skilled" or "Accomplished" on their evaluation using the calculation set forth below.

- b. Any reduction in force shall begin with members in Group One, followed by Group Two, and finally, Group Three.
  - c. The teachers shall be placed in the aforementioned Groups based upon an average of the three (3) most recent summative evaluation ratings calculated as follows:
    - i. Ratings of “Accomplished” shall equal four (4) points;
    - ii. Ratings of “Skilled” shall equal three (3) points;
    - iii. Ratings of “Developing” shall equal two (2) points;
    - iv. Ratings of “Ineffective” shall equal one (1) point.
  - d. The sum of the teacher’s most recent three (3) years shall be added together, divided by three (3), and rounded to the nearest whole number to find the “average” rating. The teacher shall then be placed in the appropriate Group based on his/her “average” rating. For example, a teacher rated “Developing,” “Skilled,” and “Skilled” in the most recent three (3) years would be placed in Group Three ( $2 + 3 + 3 = 8 / 3 = 2.666$  which is rounded to 3 = “Skilled”).
  - e. Experienced teachers new to the District shall have their ratings from their prior district used in the calculation. First and second year teachers shall be placed in Group One. Third year teachers shall have their two (2) years’ scores averaged for placement in the appropriate Group.
  - f. Teachers who are rated “Accomplished” and who are evaluated once every three (3) years shall be deemed to be “Accomplished” [i.e., shall receive four (4) points] for the years in which they are not evaluated.
  - g. Teachers who are rated “Skilled” and who are evaluated once every other year shall be deemed to be “Skilled” [i.e., shall receive three (3) points] for the years in which they are not evaluated.
8. Nothing contained herein shall abridge the Board’s right to nonrenew limited contracts as established in Part IV, Section H of this Agreement.
9. While on suspension of contract, a teacher will have the option to remain an active participant in all nonhealth-related fringe benefit programs by contributing thereto the amount necessary to maintain such fringe benefits (provided this is acceptable with the provider of the fringe benefit package). A teacher on suspension will be entitled to maintain health benefits under the terms and conditions established in COBRA.

K. WORKROOM/LOUNGE AREA

The Board agrees to furnish:

1. a workroom/lounge containing the equipment and supplies necessary for the preparation of instructional materials.
2. a workroom/lounge where teachers may relax, eat, or talk during the time they have no assigned duties.
3. faculty restrooms separate from those of students.

L. RESPONSIBILITIES AND DUTIES OF TEACHERS

1. All teachers shall have a seven (7) hour and thirty (30) minute workday, including a thirty (30) consecutive minute duty-free lunch period. The high school teachers' workday shall end no later than 3:00 p.m. and the elementary school teachers' workday shall end no later than 3:45 p.m. All teachers are required to be on school property a minimum of fifteen (15) minutes prior to the official start of the school day and to remain on school property a minimum of fifteen (15) minutes after the completion of the student day. Since the elementary student day is shorter than the middle school and high school student days, any additional time needed outside of the fifteen (15) minutes before or after the student day will be added prior to the start of the elementary school day.
2. The Superintendent shall be responsible for determining the starting and ending time of the workday.
3. Teachers shall attend all faculty meetings called by the Superintendent, Treasurer, and/or Principals before, during or after school unless excused by the Superintendent, Treasurer, and/or Principals prior to the time of the meeting. Early dismissal/late arrival workdays will not be scheduled beyond the teacher workday. Teacher may be required up to a maximum of four (4) times a year to attend additional events that involve their class or students at the discretion of the building Principal or Superintendent. Examples of these events, but not limited to these events, are music programs, PTO or similar meetings, open houses, or other school functions. The four (4) additional events will occur no earlier than two (2) days prior to the start of the school calendar and no later than graduation day.
4. Teachers should leave classrooms only in emergency situations, to quickly perform routine duties necessary for classroom instruction or when authorized/assigned to be elsewhere. Under these circumstances, the teacher must notify a neighboring teacher or the office.
5. Teachers will be furnished a schedule by the Principal stating his/her assignments as to homeroom, hall supervision, cafeteria supervision, bus supervision and other

duties as needed in his/her respective building. The work is to be divided among all teachers as part of their regular assignments.

6. Lesson plans or assessments will be turned in Monday morning at arrival time. If the teacher is absent, the teacher is responsible for plans to be turned in to the building administrator one-half hour before the teacher day begins.
7. Each teacher shall prepare and follow a daily schedule.
8. Teachers shall be responsible for reading and complying with all items contained in circulars distributed by the local and county offices.
9. Teachers shall keep their classes in session each day during school hours, and shall not dismiss classes at any time without the consent of the Superintendent or Principal.
10. Teachers shall be responsible for the orderly behavior of their pupils and will be assisted in all proper, reasonable, and legal means to secure these ends.
11. The Administration recognizes its responsibility to give full support and assistance to teachers with respect to maintaining control and discipline in the classroom. The teacher also recognizes his/her responsibility to give full support and to assist the administration with respect to maintaining control and discipline in the school setting. The teacher shall exercise reasonable judgment in the use of disciplinary procedures in accordance with Board policy and the Student Code of Conduct, and in doing so, will be supported by the Administration and the Board.
12. If necessary, a teacher may temporarily remove a disruptive student from his/her classroom in accordance with Ohio law. Following such removal, the teacher will document, in writing, the reason(s) for such removal. This document should be submitted to the building Principal as soon as practical after the removal.
13. To the extent such information is available, the Administration will inform each teacher being assigned a student who has a history of violent behavior.
14. Any student who physically attacks or makes violent threats to a teacher shall not be returned to that teacher's classroom until a behavior plan is developed by the teacher, administration and the parent/guardian.
15. Teachers shall give reasonable assistance to pupils in their studies when making up work due to excused absences.
16. Teachers shall give careful attention to the health and comfort of the pupils under their care.

17. Teachers are not to promote, advertise or sell products for any organization, other than for Woodmore-related organizations.
18. Teachers shall keep all records and make all reports as directed by the Superintendent or his/her designee.
19. Principals, with prior approval of the Superintendent, shall as necessary, assign one or more teachers to curriculum committees whose function is to recommend courses of study, curriculum development and textbook adoption. Teachers who are so assigned shall be reimbursed at the rate of \$10.00 per hour worked outside of their regular workday on such committee. Assignment will be done with the consent of the teachers.
20. Students who are not working to capacity or who are doing “D” or “F” work will be given an interim report to take home to be returned with the parent’s signature.

M. CALAMITY DAYS AND ALTERED STUDENT DAYS

1. Definition: “A calamity day shall be defined as an instructional day when the closing of school is deemed necessary as a result of disease, epidemic, hazardous weather conditions, law enforcement emergencies, inoperability of school buses or other equipment needed to operate the school system, damage to a school building or other property, or other temporary circumstance that renders the school facility unfit for instructional use.”
2. When the student day is altered due to a delay, the teacher day shall be altered in the same way.
3. When the Superintendent and/or his/her designee determines that an early dismissal is warranted, teachers shall not be required to remain more than five (5) minutes following the dismissal of students.
4. In the event that a Level 3 road emergency or its equivalent is declared in a teacher’s local jurisdiction of residence or the county in which the school district is located, he/she will not be docked sick or personal leave.
5. Subject to the limitations in Part IV, Section U, the Board agrees that up to five (5) calamity days per year will be excused without make up for both students and teachers. If more than five (5) calamity days are declared by the Superintendent or Board during any single school year, days six (6), seven (7) and eight (8) will be handled in the following ways:
  - a. If the 6<sup>th</sup> calamity day is on or before January 31<sup>st</sup>, students and teachers will report on Presidents’ Day. On the 7<sup>th</sup> and 8<sup>th</sup> calamity days, only teachers will report to school unless there is a Level 3 weather emergency

declared in either county where the school district is located, or the county where the teacher resides, or a county through which the teacher may travel, then the teacher will not be required to report and will not lose any pay on that day.

- b. If the 6<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> calamity days are after January 31<sup>st</sup>, teachers will report to school unless there is a Level 3 weather emergency declared in either county where the school district is located, or the county where the teacher resides, or a county through which the teacher may travel, then the teacher will not be required to report and will not lose any pay on that day.

The reporting schedule for all members on the 6th, 7th, and 8th calamity day shall be from 10:00am - 3:00pm.

6. Calamity days required to be made up after use of the eight (8) days described above will be made up at the end of the school year.
7. Two-hour delays or early dismissals due to calamity or professional development will not be required to be made up by students or teachers unless the district is in violation of state minimum hours as described in Part IV, Section U 2.

N. CLASS VISITATION

With the exception of the Superintendent, the Principal, members of the Board, and County Supervisors, all persons must have prior approval of the building Principal before visiting any classroom. If feasible, teachers shall receive prior written notice the previous day of any visits to their classroom by persons other than the aforementioned individuals.

O. MASTER FILE

The Board shall maintain a master file on all licensed personnel. These files shall be maintained by the Central office.

Any disciplinary items or written complaints placed in the Master File shall be shown to the teacher prior to their filing. First copies of any material placed in the Master File shall be supplied to the teacher at Board cost; subsequent copies of the same information can be obtained by the teacher at Board established costs. The teacher shall initial the item prior to the filing to indicate that he/she has seen the document. However, such initialing does not indicate the teachers' concurrence with the contents of the document, nor shall the teacher's refusal to initial the document prevent its placement in the file.

At any time, any teacher may request a review of his/her master file with the Superintendent or designee. The review shall occur within five (5) school days unless the two parties agree to a later date. The teacher may have an Association representative at this review.



Any teacher shall have the right to place a written rebuttal to any item or items in this Master File; such rebuttal shall be attached to the disputed information. The Board and Superintendent shall include any rebuttal included in the file by a teacher in any subsequent transfer, report, or dissemination of the disputed information.

Teachers shall be notified if any individual other than a Woodmore Administrator, defined as a bargaining unit member's direct supervisor and/or Treasurer and/or Superintendent, requests to review and/or receive copies of his/her personnel file.

Files shall be maintained in an accurate, timely, relevant, and complete manner. If any document or notation is placed in the official file which adversely reflects upon the teacher, the document(s) may be expunged three (3) years from the date of filing. The teacher shall request a meeting with the Superintendent to explain his/her reasons for the expungement. The Superintendent will share his/her decision no later than ten (10) working days after the meeting. The decision of the Superintendent is not grievable nor subject to arbitration. If the document or notation is not expunged, the teacher may attach a statement explaining his/her reasons why he/she believes the information is no longer timely or relevant.

P. RESIGNATION

A written notice of resignation filed with the Superintendent of Schools is automatically effective without the approval of the Board.

Q. REIMBURSEMENT RATE FOR APPROVED PROFESSIONAL TRIPS

1. Travel expense will be reimbursed by the Board for the following at the rate of \$.02 less than the IRS approved reimbursement level when personal car is used –
  - a. One way travel between sites – instructional
  - b. Travel outside the district

Mileage to all destinations will be determined by using an online source such as Mapquest or Google Maps.

2. Lodging to be reimbursed at actual expense or not to exceed \$100.00 per night.
3. Maximum daily rate for meals shall not exceed \$40.00, including tips at no more than 18%. There shall be no reimbursement for alcoholic beverages.

R. WORKERS' COMPENSATION

The Workers' Compensation Laws of the State of Ohio provide compensation and expense for any teacher injured in the line of duty. All work related injuries shall be reported to the proper authority within twenty-four (24) hours of the time of the incident, or at the earliest opportunity thereafter.

S. LABOR-MANAGEMENT COMMITTEE

1. A Labor-Management Committee shall be convened each year by the Superintendent and the WEA President and shall consist of no more than five (5) representatives for each party, including the Superintendent and the WEA President.
2. The Committee shall meet at a mutually agreeable time at least bimonthly and at other times, as needed, upon the call of either the Superintendent or the WEA President. This Committee may discuss agenda items submitted by either the Superintendent or the Association. Nothing discussed by this committee shall be construed as negotiations over mandatory subjects of bargaining.

In the event that there are no items for an agenda by either party, the Chairperson and the Superintendent may by mutual consent, either cancel the meeting for that month or reschedule it for another time. Additional items may be added at each meeting by mutual consent.

T. SCHOOL CALENDAR

1. The school calendar shall consist of one hundred eighty-five (185) days; one hundred eighty (180) student days and five (5) teacher professional days. The five (5) professional days shall be:
  - a. One (1) day shall be a teacher workday no more than five (5) workdays prior to the first student day.
  - b. Three (3) days shall be professional development based on the school calendar.
  - c. One (1) day shall be a teacher workday after the end of the student school year.
2. The school calendar will be created prior to January 1<sup>st</sup> preceding each school year and presented by the February Board meeting. The Board shall provide the Superintendent any known parameters to share with the Association representatives regarding the calendar. The Board will give weight and consideration to the preferences of the teachers in exercising its obligation to adopt a calendar.
3. Except for provisions set forth in Section U, Days to Hours, once a calendar has been adopted, no changes on the school calendar for make-up days will be made.
4. A Calendar/Staff Development Committee (CSDC) shall be comprised of two (2) elementary, one (1) middle school and two (2) secondary members of the WEA, identified to the Superintendent by October 1<sup>st</sup> of each school year by the WEA President. These five (5) staff members plus the administration shall be responsible

for the creation of the school calendar, and the planning, development and evaluation of in-service education programs for Woodmore's licensed staff.

- a. The calendar will include a two-hour early dismissal at the end of each grading period for record-keeping.
- b. New employees to the district shall have an additional orientation requirement not to exceed one (1) day.
- c. The number of student days in a grading period will be balanced with no greater variation than five (5) days.

U. DAYS TO HOURS

1. Time may be reduced from the original adopted school calendar by the decision of the Superintendent or Board of Education when it is necessary to close the schools due to a calamity day as defined in Part IV, Section M 1 calamity day.
2. According to Ohio Revised Code 3313.48, the minimum numbers of hours that a school district must be open for instruction during a school year are:
  - 455 instructional hours for students in half-day kindergarten.
  - 910 instructional hours for all-day kindergarten through grade 6.
  - 1,001 instructional hours for students in grades 7 through 12.

V. ATHLETIC PASSES

An athletic pass shall be available to all licensed staff. A second athletic pass is available to the licensed staff member provided the member agrees/signs up to work/assist the Principal and/or Athletic Director in the operation of two (2) scheduled events.

If the Building Principal feels that there will not be a sufficient number of licensed staff members at a school function, which occurs after school hours on a school day, he may ask for volunteers to attend such functions. If not enough volunteers are obtained, he may, on a rotating basis, assign teachers who have received a pass.

W. COMPLAINTS ABOUT SCHOOL PERSONNEL

A "complaint" is defined as a criticism of a particular school employee(s) by a member of the public which includes or implies a demand for action by school authorities. Complaints shall be investigated fully and completely to determine the accuracy, validity and timeliness of the complaint.

Complaints which fall under Individuals with Disabilities Education Act (IDEA) laws and regulations (complaints that there has been a violation of federal and/or state laws and/or

regulations that apply to special education) must follow the steps set forth in IDEA laws and regulations.

Any person involved in the conferences shall have the right to representation of his/her own choosing, starting at Step 2, below:

1. If a complaint comes first to the person against whom it is directed, he/she will listen and may try to resolve the difficulty by explaining the background and educational purpose involved. If the complaint remains unsatisfied, the employee will refer the complainant to the Building Principal or other immediate supervisor to have his/her views considered further. Whether the complaint terminates with the individual staff member involved or seems likely to go further, the staff member will promptly inform his supervisor of the complaint.
2. If a complaint comes first to the principal or assistant principal of the person criticized, the principal or assistant principal should make no commitments, admissions of guilt, or threats. The administrator will attempt to schedule a conference between the complainant, the person criticized and the administrator. The person criticized will be informed promptly of the complaint, whether a conference occurs or not.
3. If a complaint comes first to the Superintendent, the Superintendent will hear the complaint, but will attempt to redirect the complaint to the principal or assistant principal so that the preceding procedure can take place. The Superintendent will notify the supervising administrators of the complaint as soon as possible. The supervising administrator will notify the employee of the complaint.
4. No further action on the complaint will be taken unless the complainant submits the complaint in writing. The employee has the right to make written responses to the written complaint and the findings.
5. When a written complaint form is received, the supervising administrator will schedule a conference with himself/herself, the complainant, the person criticized, and, if advisable, the department chair/lead teacher or other personnel that either the supervising administrator or the person criticized feels could contribute to resolution of the problem(s).
6. If the complainant is not satisfied with the results of the conference above, he/she should then be referred to the Superintendent, who may handle the complaint personally or refer it to other personnel, as he/she may see fit.
7. If the complainant remains dissatisfied after the preceding steps have been taken, the matter will be placed on the agenda for executive session at the next regularly scheduled Board meeting. The decision of the Board will be communicated in writing to all interested persons.

X. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

1. Purpose

A Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans for course work, continuing education units, and/or other equivalent activities.

2. Term of Office

The term of office for members serving on the committee for the first time shall be as follows: one administrator and two teachers shall serve for a two year term and one district administrator and one teacher shall serve for a one year term. Members will serve for a two year term thereafter.

3. Committee Composition and Selection

a. The committee shall be comprised of five members as follows:

three teachers  
one administrator  
the Superintendent and/or his/her designee.

b. The three teacher members shall be selected by the WEA. The administrator shall be selected by the administrators employed by the District. The other employer member shall be appointed by the Superintendent.

c. In the event of a vacancy, the committee member shall be replaced in accordance with section 3.b.

d. When an administrator's license is being considered, the number of teachers on the committee will be reduced such that a majority of administrators comprise the committee for consideration of that license.

4. Chairperson/Recorder

The LPDC Chairperson and Recorder shall be determined by majority of the committee members.

The responsibilities of the Chairperson are to conduct LPDC meetings, to communicate information to the members of the LPDC, to represent the LPDC at other meetings which may be called, and to initiate the process to fill vacancies on the LPDC in accordance with section 3 above.

The responsibilities of the Recorder are to maintain minutes of action taken during LPDC meetings, to notify applicants of approval, resubmission, denial status of individual professional development plans and/or proposals for credit and to receive and send appeals information.

5. Decision Making

Every effort will be made to make decisions by consensus. If consensus cannot be reached, as a last resort, a majority vote of a quorum will control. A quorum is defined as at least two teachers and one administrator present at the meeting.

6. Training

- a. Members of the LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of LPDC's.
- b. If the available training is during work hours, the committee members shall be given paid release time to attend.
- c. LPDC members shall be reimbursed for all necessary expenses incurred as part of the training, pursuant to Part IV, Section Q of this Agreement.
- d. LPDC training for committee members shall constitute appropriate "equivalent activities" for purposes of the committee members' own individual development plans if they so decide by majority vote.

7. Meetings and Compensation

- a. The LPDC shall meet as often as the members deem necessary to complete their work. The schedule of meetings will be provided to each staff member at the beginning of the school year. Additional meetings may be scheduled as necessary.
- b. Committee members shall be paid \$20.00 per hour, paid in quarter hour increments. The Chairperson shall be paid \$25.00 per hour, paid in quarter hour increments, for preparation, record keeping and meeting time. Payment will be made only for meetings attended outside the workday. There shall be a cap of \$2,250.00 for the District total each school year.

8. Appeals Process

- a. Level One. Any certificated/licensed staff member who wishes to appeal the decision of the LPDC may petition the LPDC Recorder in writing within ten (10) workdays or 30 calendar days, whichever comes first. The staff member may resubmit a proposal in writing for the committee to consider.

The appeal will be considered at the next regular scheduled LPDC meeting. The staff member must be present at the meeting.

The LPDC shall render its decision in writing within ten (10) workdays, or 30 calendar days, whichever comes first, after the appeal.

- b. Level Two. Any certificated/licensed staff member wishing to appeal the Level One decision of the LPDC may petition the Recorder of the Committee within seven (7) workdays of the LPDC's decision. An Appeals Committee will be developed consisting of one representative of the LPDC and one person selected by the staff member who is certified/licensed in the same subject area. The two representatives shall mutually agree upon a third person who shall also be certified/licensed in the same subject area. This committee shall schedule a meeting within (30) calendar days of the appeal. The staff member must be present at this meeting.

The Appeals Committee shall render its binding decision in writing within ten (10) calendar days. The decision of this committee is not grievable.

9. The LPDC shall not have authority to revise, change, delete or modify any article/provision of the Master Agreement or written policies and procedures of the Board.

The LPDC does not have the authority to make any decision or promulgate any rule or procedure which impacts upon the wages, hours or terms and conditions of employment of bargaining unit members, or that requires the expenditure of Board funds, without the express prior approval of the Board and the Association.

## Y. DISCIPLINE OF EMPLOYEES

No bargaining unit member will be reprimanded or disciplined without just cause and in compliance with the applicable provisions of this Agreement.

Termination of a bargaining unit member's contract shall be according to applicable sections of the Ohio Revised Code. Termination is neither grievable nor arbitrable under this Agreement.

In such case, the member may request to have present an Association Representative, or other staff, before he/she is reprimanded or disciplined for any infractions of the policies, rules or regulations adopted by the Board. When request for such representation is made, no further action shall be taken until such representation is present.

A notation of verbal reprimand shall be placed in the employee's Master File.

Z. HIRING OF RETIRED TEACHERS

Retired teachers may be rehired by the District, subject to the following provisions. Any benefit or provision not stated explicitly herein shall remain as stated in this Negotiated Agreement for all teachers in the bargaining unit:

1. There is no guarantee of reemployment of any teacher in the District if the employee retires. A bargaining unit member still actively employed by the Board and considering retiring may make a written request to the Superintendent at least 90 calendar days prior to the effective date of retirement. The Superintendent shall notify the teacher in writing no later than thirty (30) days from the date of receipt of the written request whether the Superintendent is going to recommend and whether the Superintendent believes the Board will employ the teacher for the following school year.

Teachers who have already retired shall apply for positions through the normal application process.

2. Retirement is a break in service and all seniority would revert to zero. Severance would have been earned and paid upon retirement and therefore any accumulated sick leave also reverts to zero days.
3. If the Board is considering the rehiring of a teacher who has retired from the District, such rehiring must comply with, and is only effective upon completion of, the public notice and hearing procedures set forth in Ohio Revised Code Section 3307.353.
4. Any retired teacher who is hired shall be employed under a one-year limited contract, with notification to be given on or before June 30, if he or she is going to be reemployed by the District or if the contract will be nonrenewed for the following year. Retired teachers who are hired are not subject to Ohio Revised Code Sections 3319.11 and 3319.111 or 3319.08, and the decision of the Board is final concerning evaluations and nonrenewal. The retired employee shall not be eligible for continuing contract status.
5. Any retired teacher who is hired or rehired shall be placed at Step 0 in the appropriate column that reflects his or her education. If rehired for additional years, there will be no movement on the salary schedule for years of experience.
6. In a reduction in force, retirees would be in a separate classification and seniority would be among retirees only. Retirees would be reduced prior to other limited contract teachers.
7. Retired teachers may hold supplemental contracts pursuant to Part IV(B).



8. Sick leave shall begin at zero and accumulate up to 15 days per year. The Board will advance up to five days if needed. Sick leave shall carry over from year to year of reemployment as a retiree.
9. The retired but rehired employee is not eligible for any retirement severance, retirement bonus, severance pay for submitting a letter of resignation on or before March 15 or other retirement incentive, other than as stated herein, whether addressed now or in any future bargaining unless it is explicitly stated in the contract provision as being for retirees who have been rehired. (Note: Rehired in this context means any retiree under a state retirement system who is hired, whether previously an employee of this District or any other district.)
10. The retiree, if eligible for insurance through insurance of a spouse, shall be required to take such insurance. If no other insurance is available, the retired employee who is hired may elect to have Board-provided insurance with the employer and employee contribution amounts outlined in the Negotiated Agreement, but must take the least expensive (to the Board) coverage option.
11. Retired employees who are hired are not eligible for tuition reimbursement for continuing education. However, such employees are eligible for workshops in accordance with the Negotiated Agreement, with professional leave and payment of workshop expenses and any other benefit granted to other teachers taking any such workshop under the contract.
12. Retired teachers who are hired will be responsible for all required taxes, including Medicare taxes, as any other new employee, even if the teacher was exempt prior to retirement.
13. Retired teachers who are hired will not be eligible for any Board paid HSA contributions.

AA. MASTER TEACHER COMMITTEE

1. Purpose

A Master Teacher Committee shall be established for the purpose of designating teachers in the District as a Master Teacher.

2. Composition

The Master Teacher Committee shall be comprised of five (5) members: three (3) teachers, who will be appointed by the Association and two (2) administrators who will be appointed by the Superintendent. As Master Teachers are identified, teacher members of the Committee will be comprised of Master Teachers. Two of the teachers shall initially serve one-year terms, and one teacher will initially serve a

two-year term. One administrator will initially serve a one-year term, and one administrator will initially serve a two-year term. Upon expiration of the initial terms, all members will serve two-year terms. Should a position become vacant during an existing term, the party responsible for appointing that member shall appoint a replacement to complete the remaining balance of the term. Members may be reappointed to successive terms.

3. Operational Procedures

The Master Teacher Committee shall determine the time, location and number of its meetings. The committee members shall jointly establish its Plan of Operation for the appropriate designation of a Master Teacher including, but not limited to, the application and review processes, the dissemination of general information to Association members, and the appeal procedure, in keeping with information promulgated by the Ohio Department of Education. No decision of the Master Teacher Committee is subject to the grievance procedure set forth in Part V.

4. Training and Compensation

With the approval of the Superintendent, members of the Master Teacher Committee shall be afforded the opportunity to attend training relevant to the functions of the Committee. If the training is during work hours, with the approval of the Superintendent Committee members shall be given professional leave to attend. Committee members shall be reimbursed for all actual and necessary expenses incurred as part of the training in accordance with Board policy. Association members on the Committee shall be paid at the rate of twenty dollars (\$20) per hour paid in quarter hour increments for hours spent outside the teacher workday. There shall be a cap of \$2,250 for the District total each school year. Any additional hours beyond this cap must be approved by the Superintendent.

BB. RESIDENT EDUCATORS PROGRAM

A resident educator program for newly-hired teachers (“resident educators”) shall be implemented. For a resident educator whose employment at Woodmore is the teacher’s first regular teaching job and holds a resident educator license, the teacher shall be required to participate.

The Resident Educator Program shall include both a formal program of support, including mentoring by a bargaining unit member when feasible to foster professional growth of the individual teacher, and the assessment of skills and abilities of the teacher for purposes of attaining professional licensure. The length of the program shall include four (4) academic years which shall include a minimum of one hundred twenty (120) school days or as outlined in the Resident Educator Program.

The Resident Educator Program shall follow the Guidelines and Standards established by the Ohio Department of Education and the provisions of this section of the Agreement,

with this section taking precedence over any Ohio Department of Education Guidelines and Standards. Teachers involved with the development of and evaluation of the program will be selected by the Association.

The resident educator program shall include the following elements:

1. Mentoring Program Coordinator
  - a. This position shall be responsible for matching Mentors with Resident Educators and shall be responsible for all required reporting.
  - b. This position shall be paid a stipend of \$1,700 per academic year and shall be paid on the first pay period in June.
  - c. Any disputes related to the Resident Educator Program shall be dealt with initially by the Mentoring Program Coordinator. If the dispute remains unresolved, it shall be appealed to the Superintendent and his/her decision is final, binding, and not grievable.
  
2. Mentors
  - a. Posting of Vacancies

The procedure for posting of mentor positions shall be in accordance with the Negotiated Agreement. The number of mentor positions shall equal the number of newly-hired teachers who will be resident educators in the program.
  
  - b. Qualifications

Teachers must have been employed on a regular teaching contract in the district for at least the last three (3) consecutive years to be eligible to serve as a mentor and, in addition, any or all mentors must have been trained to act as a mentor through the Ohio Department of Education Instructional Mentoring Program.
  
  - c. Compensation and Workload

Mentors will be compensated at 4 percent of the BA, Step 0 on the teacher's salary schedule per year. Said compensation shall be paid on the first pay period in June. The mentor shall be assured of adequate time during the workday when necessary to meet with the assigned resident educator. The mentor shall carry out the Resident Educator Program in conjunction with the resident educator as developed by the Ohio Department of Education. A mentor shall be compensated for each assigned resident educator. If a mentor or sub-mentor is assigned for less than one (1) academic year, compensation shall be prorated.

d. Confidentiality

All interaction, written or verbal, between the mentor teacher and the resident educator shall be regarded as confidential and shall not be used by either the Board or the Association in termination or nonrenewal actions, unless the matter involves illegal and criminal activities. Any violations of this tenet by the mentor shall constitute grounds for immediate removal from the role as mentor without recourse to the grievance procedure or ORC 3319.16.

e. If a mentor or Resident Educator is reassigned (whether voluntarily or involuntarily) to a different teaching subject area, or transfers to a different building, the mentor or Resident Educator will have the option of remaining with the assigned mentor or Resident Educator or requesting a new mentor or Resident Educator, per 3(d), below.

f. A sub-mentor will be provided to a Resident Educator if the assigned mentor is expected to or does take a leave of absence (for any reason) for more than one (1) month. The sub-mentor will fill in for the assigned mentor until the assigned mentor returns to work.

3. Resident Educators

a. Compensation and Workload

i. The resident educator shall receive one hundred percent (100%) of the salary to which the resident educator is entitled under the Negotiated Agreement. In addition, the resident educator shall be assured of adequate time during the workday when necessary to meet with the assigned mentor. The building principal shall be responsible for providing coverage of classes during classroom observations of the resident educator.

ii. For Year-3 or Year-4 RESA candidates, the Resident Educator and mentor shall be provided a professional work day per each cycle of the program during the regular contracted year.

iii. Mentors will be assigned to a Resident Educator, to the extent possible, based on both individuals' content areas and grade levels. A request for a specific mentor or Resident Educator will be considered.

b. Training

Training on the methods of assessment to be used by the Ohio Department of Education shall be provided to resident educators at Board expense. Such training time shall be in addition to any other professional leave to which the resident educator may be entitled.

c. Confidentiality

No resident educator may be compelled to release information to the school district regarding the resident educator's assessment by the Ohio Department of Education, nor may such information be used in the evaluation of the resident educator by school district administrators. Any documents pertaining to the Resident Educator Program and any assessments shall be confidential to the extent permitted by law.

d. Protection

During the first year of the Resident Educator program, the resident educator may request a new mentor. Prior to acting on the request, the mentor, Resident Educator, and Mentoring Program Coordinator will meet to discuss the request for a new mentor. If a new mentor is assigned by the Mentoring Program Coordinator, the former mentor shall have his/her compensation terminated, but will not be required to forfeit any money earned while assigned as a mentor, without recourse to the grievance procedure and ORC 3319.16. The new mentor shall receive a prorated share of the former mentor's supplemental salary.

No adverse employment action may be taken against a resident educator who fails in the first year to successfully complete the resident educator program but who retains the appropriate teaching credential, unless all applicable provisions in the Negotiated Agreement relating to teacher evaluation and nonrenewal of contracts have been followed.

## **PART V - GRIEVANCE PROCEDURES**

- A. Definition - A "grievance" is defined as a misapplication, misinterpretation, or alleged violation of a written provision of the collective bargaining agreement. This grievance must be submitted at the step in which the violation occurred by the individual staff member or group of staff members that were directly affected or injured by the alleged grievances.

Procedures - The following procedures provide an individual or group of individuals an orderly method of processing the grievance and resolving the concerns by means of a fair hearing procedure and no fear of reprisal. A grievance alleged to be a "group grievance" shall have arisen out of similar circumstances affecting each member of said group. Nothing in this process limits the right of individuals at any time. Furthermore, nothing in this procedure limits the legal rights of any party.

The grievance and remedy sought must remain consistent for each step in sequence. Any deviation from the terms described in any step sequence must be mutually agreed upon in writing by the parties involved at the step level.

1. Step One - Any staff member or group of staff members, with or without representation, shall have the right to present a written grievance to the Building Principal within ten (10) working days after the alleged grievance has occurred. The Principal shall, within five (5) working days after receipt of the alleged grievance, respond in writing.
2. Step Two - If the disposition of the Principal is not satisfactory, the grievant may, within five (5) working days, submit the grievance form to the Superintendent. Within five (5) working days after receipt of the grievance form, a hearing shall be held with the grievant to hear all pertinent data. The Superintendent shall, within five (5) working days after the hearing, respond in writing.
3. Step Three - If the disposition of the Superintendent is not satisfactory, the grievant may within ten (10) working days, submit the grievance form to the Treasurer of the Board of Education to arrange for a hearing before the Board in an executive session. The executive session shall be held at the next regular Board meeting after receipt of the grievance. The Board shall, within five (5) working days after the hearing, respond in writing to the grievant.
4. Step Four - If the disposition of the Board is not satisfactory, the Association may, within ten (10) working days, submit the grievance to arbitration by the American Arbitration Association whose rules and regulations shall likewise govern the proceedings. The arbitrator shall have all power and remedies within lawful statutes to render an award which shall be final and binding on both parties. In cases where the arbitrability of an issue is questioned, the matter of arbitrability shall be ruled upon by the arbitrator in an expedited fashion prior to ruling by the arbitrator on the merits of the issue. The cost of the arbitrator will be assessed to the losing party of the grievance.

GRIEVANCE FORM

Copies of this form are available from your Building Representatives or any member of the Formal Grievance Committee.

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FORMAL GRIEVANCE PRESENTATION

To: Principal \_\_\_\_\_ Date submitted: \_\_\_\_\_

Or: Superintendent \_\_\_\_\_ Date of occurrence of alleged grievance: \_\_\_\_\_

Or: Board \_\_\_\_\_

From: \_\_\_\_\_

Statement of Grievance: (must contain exact article of Negotiated Agreement that has been improperly applied)

Remedy Sought:

\_\_\_\_\_  
Signature of Claimant

-----

**RESPONSE**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Respondent

## **PART VI - COMPENSATION AND RELATED BENEFITS**

### **A. PURPOSE OF SALARY SCHEDULES**

The purpose of salary schedules is:

1. To enable the Board to secure well-trained and competent personnel and retain those who have rendered satisfactory and efficient service.
2. To encourage licensed employees to improve their service by increasing their professional training.
3. To provide a means of determining annually the costs of salaries.
4. To provide personnel with a financial outlook by indicating the annual salary which may be expected.
5. To guide administrative officials in the selection, classification and assignment of licensed personnel and determine salaries to be paid.

### **B. APPLICATION OF SALARY GUIDES**

Teachers will be classified for salary purposes by the Board of Education at the beginning of each school year. At this time, all will be placed on schedule according to experience, training classification, state law and the collective bargaining agreement. In the event the Superintendent wishes to accord a newly-hired teacher more than ten (10) years' experience credit for prior teaching or military service for purposes of salary schedule placement, the Superintendent shall meet with Association representatives prior to the hiring to discuss the reasons supporting the extension of additional credit. Changes in position, qualifications or added duties shall be accompanied by corresponding salary adjustments to correspond with the new assignment as changes arise.

Adjustments on the salary schedule will be made only two times a year, as follows: October 1, retroactive to the first teacher workday of the school year, and February 1, retroactive to the first teacher workday of the second semester, after transcripts and other necessary forms are on file in the Superintendent's office. A Grade report will be accepted if transcript is delayed.

### **C. TEACHER CONTRACT AND PAYMENT OF SALARIES**

1. Credit will be allowed for hours of training beyond the Master's degree, provided such training is in a subject area which is directly related to the teacher's area of assignment or area of instruction, is related to the science of education, or is taken in furtherance of acquiring an additional education related degree or certificate. In order for credit to be allowed, it must be from an accredited institution.



Training beyond the Master's degree for other course work will be allowed for credit, provided such courses have the prior approval of the Superintendent. This is applicable only to those licensed employees hired after October 27, 1982. All credit shall be allowed and approved on a consistent basis.

2. Paychecks will be issued every other week on Thursday. Employees will be notified ninety (90) calendar days prior to any modification to the pay schedule.

Any exception to this pay schedule will require mutual agreement district-wide, between all parties, including all Administrators, all Support Staff, the WEA, and OAPSE. If a consensus cannot be mutually agreed upon, the Treasurer shall have final authority over the pay schedule.

Checks will be electronically deposited in the individual's bank account. Employees will receive direct deposit notices electronically.

3. All applicable payroll taxes and retirement will be withheld equally from each paycheck. All voluntary deductions (annuities, etc.), and medical insurance will be withheld equally from the first and second pays of the month.
4. The Treasurer of the Board, at no expense to the Association, will make payroll deductions for Association dues in equal amounts, equal to the total dues of each individual, split between the first and second pays of the month. This deduction will be withheld October through August.

The Association will provide a mutually satisfactory payroll deduction authorization form delivered to the Board Treasurer prior to September 15 annually from members desiring the payroll deductions.

After each deduction, the Treasurer will submit a check for the deductions to the Treasurer of the Association.

5. Payment for all paid leaves, sick leaves, personal leave, severance and supplementals including unemployment and Workers' Compensation shall be based on the employee's daily gross pay prior to reduction (e.g., gross pay divided by the number of days in a teacher's contract).

D. OPERATION OF SALARY SCHEDULE

The salary schedule is based on the Board adopted school calendar.

Average daily pay for regular teachers will be determined by dividing the teacher's pay by the number of days in the adopted calendar. Extended time days will be paid at the average daily rate as shown on the salary schedule with the highest column placement for extended time being the Master Degree column.

E. STRS PICK-UP

The Board herewith agrees with the Association to shelter contributions to the State Teacher's Retirement System (STRS) upon behalf of the employees in the bargaining unit on the following terms and conditions:

1. The amount to be sheltered on behalf of each employee shall be each employee's mandatory contribution to the State Teacher's Retirement System. The employee's annual gross salary shall be reduced by an amount equal to the amount sheltered by the Board.
2. The sheltered percentage shall apply uniformly to all members of the bargaining unit.
3. 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.

Each teacher will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.

The Association recognizes that the Board assumes no other or further liability, as the definition of current and/or deferred taxation is determined solely by the Internal Revenue Service.

The Board shall have the right to unilaterally and immediately discontinue the plan if so ordered by the STRS and/or IRS, provisions of this negotiated Contract notwithstanding. Rulings 77-464 and 81-36 of the IRS and Opinion 82-097 of the Ohio Attorney General and Rules of the STRS and such rules as the aforementioned agencies may subsequently issue shall be applicable notwithstanding any other provision of this negotiated Contract.

F. SALARY SCHEDULES

The salary schedule is listed under F.1.

The BA 150 column in Part VI(F) of the collective bargaining agreement shall be available to teachers who have earned a bachelor's degree and have successfully completed 150 semester hours (including the semesters hours completed for purposes of achieving their bachelor's degree).

Longevity steps at 30, 33 and 35 shall be paid as follows:

- Step 30 = Step 27 pay + \$1,000
- Step 33 = Step 27 pay + \$1,500
- Step 35 = Step 27 pay + \$1,800

Members shall receive a one-time \$750 stipend for the 2019-2020 school year. Payment distribution shall be determined by August 31, 2019.

The Woodmore Board of Education and the Woodmore Education Association commits to create a committee for a 1-year cooperative collaborative discussion on the further reconstruction of the salary schedule.

1. Committee Meetings shall be outside of instructional time.
2. WEA members shall be compensated at \$20.00 per hour.
3. WEA shall have the right to have up to 11 members per meeting.

**F. 1 WEA SALARY SCHEDULE - 2019-2020**

**BASE**

**\$34,161**

| <b>STEP</b> | <b>BA+0</b>      | <b>BA+15</b>     | <b>BA150**</b>   | <b>MA</b>        | <b>MA+10</b>     | <b>MA+30</b>     |
|-------------|------------------|------------------|------------------|------------------|------------------|------------------|
| 0           | 1.0000<br>34,161 | 1.0725<br>36,638 | 1.1175<br>38,175 | 1.2000<br>40,993 | 1.2300<br>42,018 | 1.2900<br>44,068 |
| 1           | 1.0425<br>35,613 | 1.1175<br>38,175 | 1.1625<br>39,712 | 1.2475<br>42,616 | 1.2775<br>43,641 | 1.3400<br>45,776 |
| 2           | 1.0850<br>37,065 | 1.1625<br>39,712 | 1.2075<br>41,249 | 1.2950<br>44,238 | 1.3250<br>45,263 | 1.3900<br>47,484 |
| 3           | 1.1275<br>38,517 | 1.2075<br>41,249 | 1.2525<br>42,787 | 1.3425<br>45,861 | 1.3725<br>46,886 | 1.4400<br>49,192 |
| 4           | 1.1700<br>39,968 | 1.2525<br>42,787 | 1.2975<br>44,324 | 1.3900<br>47,484 | 1.4200<br>48,509 | 1.4900<br>50,900 |
| 5           | 1.2125<br>41,420 | 1.2975<br>44,324 | 1.3425<br>45,861 | 1.4375<br>49,106 | 1.4675<br>50,131 | 1.5400<br>52,608 |
| 6           | 1.2550<br>42,872 | 1.3425<br>45,861 | 1.3875<br>47,398 | 1.4850<br>50,729 | 1.5150<br>51,754 | 1.5900<br>54,316 |
| 7           | 1.2975<br>44,324 | 1.3875<br>47,398 | 1.4325<br>48,936 | 1.5325<br>52,352 | 1.5625<br>53,377 | 1.6400<br>56,024 |
| 8           | 1.3400<br>45,776 | 1.4325<br>48,936 | 1.4775<br>50,473 | 1.5800<br>53,974 | 1.6100<br>54,999 | 1.6900<br>57,732 |
| 9           | 1.3825<br>47,228 | 1.4775<br>50,473 | 1.5225<br>52,010 | 1.6275<br>55,597 | 1.6575<br>56,622 | 1.7400<br>59,440 |
| 10          | 1.4250<br>48,679 | 1.5225<br>52,010 | 1.5675<br>53,547 | 1.6750<br>57,220 | 1.7050<br>58,245 | 1.7900<br>61,148 |
| 11          | 1.4675<br>50,131 | 1.5675<br>53,547 | 1.6125<br>55,085 | 1.7225<br>58,842 | 1.7525<br>59,867 | 1.8400<br>62,856 |
| 12          | 1.5100<br>51,583 | 1.6125<br>55,085 | 1.6575<br>56,622 | 1.7700<br>60,465 | 1.8000<br>61,490 | 1.8900<br>64,564 |
| 13          | 1.5525<br>53,035 | 1.6575<br>56,622 | 1.7025<br>58,159 | 1.8175<br>62,088 | 1.8475<br>63,112 | 1.9400<br>66,272 |
| 14          | 1.5950<br>54,487 | 1.7025<br>58,159 | 1.7475<br>59,696 | 1.8650<br>63,710 | 1.8950<br>64,735 | 1.9900<br>67,980 |
| 18          | 1.6675<br>56,963 | 1.7775<br>60,721 | 1.8100<br>61,831 | 1.9425<br>66,358 | 1.9725<br>67,383 | 2.0725<br>70,799 |
| 21          | 1.7100<br>58,415 | 1.8225<br>62,258 | 1.8550<br>63,369 | 1.9900<br>67,980 | 2.0200<br>69,005 | 2.1225<br>72,507 |
| 25          | 1.7525<br>59,867 | 1.8675<br>63,796 | 1.9000<br>64,906 | 2.0375<br>69,603 | 2.0675<br>70,628 | 2.1725<br>74,215 |

|    |                             |                             |                             |                             |                             |                          |
|----|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|--------------------------|
| 27 | 1.7525<br>59,867            | 1.8675<br>63,796            | 1.9000<br>64,906            | 2.0850<br>71,226            | 2.1150<br>72,251            | 2.2225<br>75,923         |
| 30 | 1.7525 +<br>1,000<br>60,867 | 1.8675 +<br>1,000<br>64,796 | 1.9000 +<br>1,000<br>65,906 | 2.0850 +<br>1,000<br>72,226 | 2.1150 +<br>1,000<br>73,251 | 2.2225 + 1,000<br>76,923 |
| 33 | 1.7525 +<br>1,500<br>61,367 | 1.8675 +<br>1,500<br>65,296 | 1.9000 +<br>1,500<br>66,406 | 2.0850 +<br>1,500<br>72,726 | 2.1150 +<br>1,500<br>73,751 | 2.2225 + 1,500<br>77,423 |
| 35 | 1.7525 +<br>1,800<br>61,667 | 1.8675 +<br>1,800<br>65,596 | 1.9000 +<br>1,800<br>66,706 | 2.0850 +<br>1,800<br>73,026 | 2.1150 +<br>1,800<br>74,051 | 2.2225 + 1,800<br>77,723 |

\*\*Includes bargaining unit members hired prior to June 30, 1998 and placed in this column prior to September 15, 1998 with a BA+23

G. LEARNING DISABILITIES TUTOR

Tutors shall be solely employed, depending on need, on a year-to-year basis under a one (1) year limited contract. This contract will automatically expire at the conclusion of the last contracted teacher day without prior written notice of nonrenewal unless the Board acts to renew the contract on or before June 1.

Tutors shall be placed on the teacher's salary schedule.

For initial placement, a maximum of six (6) years of experience as documented by Ohio experience in a public or parochial school and non-Ohio experience in a public school shall be credited. (One hundred twenty days per year equals one year of experience.)

The tutor(s) that are nonrenewed will be the first recalled for the learning disabilities position(s) only, if the need is present, unless the Superintendent determines that recall is not in the best interests of the District.

Learning disabilities tutors will be issued contracts with a salary figure as determined by the proper placement on the teachers' salary schedule, based upon the step and training placement. Insurance benefits will continue to be paid by the board of education through the month of August at the rate similar to other teachers in the district, at the percentage of time of day they are employed. The nonrenewed teachers will not be eligible for unemployment benefits during the summer months.

This does not prohibit the board of education from issuing a contract that is less than full-time such as 6/7.5 or 4/7.5 as the need determines. The day will be based upon 7.5 hours.

## H.1 SUPPLEMENTAL SALARY SCHEDULE

Payment shall be determined using the effective BA-0 salary for current year.

| ATHLETIC ORIENTED POSITION              | INDEX |                                 |       |
|---|-------|---------------------------------|-------|
| HEAD FOOTBALL                           | 0.145 | FACULTY MANAGER - FALL          | 0.060 |
| ASSISTANT VARSITY                       | 0.100 | FACULTY MANAGER - WINTER        | 0.060 |
| FRESHMAN                                | 0.080 | FACULTY MANAGER - SPRING        | 0.040 |
| GRADE 8                                 | 0.070 |                                 |       |
| GRADE 7                                 | 0.070 | STRENGTH AND CONDITIONING COACH | 0.145 |
| HEAD BASKETBALL - BOYS                  | 0.145 |                                 |       |
| ASSISTANT VARSITY                       | 0.100 |                                 |       |
| FRESHMAN                                | 0.075 |                                 |       |
| GRADE 8                                 | 0.070 |                                 |       |
| GRADE 7                                 | 0.070 |                                 |       |
| HEAD BASKETBALL - GIRLS                 | 0.145 |                                 |       |
| ASSISTANT VARSITY                       | 0.100 |                                 |       |
| FRESHMAN                                | 0.075 |                                 |       |
| GRADE 8                                 | 0.070 |                                 |       |
| GRADE 7                                 | 0.070 |                                 |       |
| HEAD WRESTLING                          | 0.145 |                                 |       |
| ASSISTANT VARSITY                       | 0.080 |                                 |       |
| WRESTLING 8 & 7 (combined grades)       | 0.070 |                                 |       |
| WRESTLERETTE                            | 0.020 |                                 |       |
| HEAD BASEBALL                           | 0.115 |                                 |       |
| JUNIOR VARSITY                          | 0.080 |                                 |       |
| HEAD SOFTBALL                           | 0.115 |                                 |       |
| JUNIOR VARSITY                          | 0.080 |                                 |       |
| HEAD TRACK                              | 0.145 |                                 |       |
| ASSISTANT VARSITY                       | 0.080 |                                 |       |
| GRADE 8 & 7 – BOYS (combined grades)    | 0.060 |                                 |       |
| GRADE 8 & 7 - GIRLS (combined grades)   | 0.060 |                                 |       |
| HEAD VOLLEYBALL                         | 0.115 |                                 |       |
| ASSISTANT VARSITY                       | 0.080 |                                 |       |
| FRESHMAN                                | 0.065 |                                 |       |
| GRADE 8                                 | 0.060 |                                 |       |
| GRADE 7                                 | 0.060 |                                 |       |
| HEAD CROSS COUNTRY*                     | 0.115 |                                 |       |
| ASSISTANT VARSITY*                      | 0.060 |                                 |       |
| CROSS COUNTRY- 8 & 7* (combined grades) | 0.060 |                                 |       |
| *BOYS/GIRLS COMBINED                    |       |                                 |       |
| HEAD GOLF                               | 0.115 |                                 |       |
| JUNIOR VARSITY                          | 0.040 |                                 |       |
| HEAD SOCCER                             | 0.115 |                                 |       |
| ASSISTANT VARSITY                       | 0.080 |                                 |       |
| HEAD CHEERLEADING                       | 0.145 |                                 |       |
| CHEERLEADING 8 & 7 (combined grades)    | 0.080 |                                 |       |

Payment shall be determined using the effective BA-0 salary for the current year.

**ACADEMIC ORIENTED POSITION**

|  |           |   |
|--|-----------|---|
| DIRECTOR-INSTRUMENTAL MUSIC/MARCHING BAND  | 0.145 - Y | ELEMENTARY SCHOOL PIANO ACCOMPANIST - \$100.00 PER AFTER SCHOOL PERFORMANCE |
| ASST. DIRECTOR-INST. MUSIC                 | 0.080 - Y |   |
| FLAG CORPS ADVISOR                         | 0.025 - F | ELEM. MENTORING PROGRAM COORDIN. \$1,700.00 - Y                             |
| DIRECTOR-VOCAL MUSIC                       | 0.060 - Y | GIFTED COORDINATOR 6,212.40   |
| YEARBOOK ADVISOR-WHS                       | 0.060 - Y |   |
| YEARBOOK ADVISOR-WMS                       | 0.040 - Y | CURRICULUM DEVELOPMENT* \$100.00 per day                                    |
| YEARBOOK ADVISOR-ELEMENTARY                | 0.025 - Y | *Superintendent retains the right to assign                                 |
| NEWSPAPER ADVISOR*                         | 0.060 - Y |   |
| *MINIMUM 6 ISSUES                          |           |   |
| DRAMA CLUB ADVISOR/MUSICAL DIRECTOR        | 0.060 - W |   |
| ACCOMPANIST/ASSISTANT DIRECTOR             | 0.040 - W |   |
| CHOREOGRAPHER                              | 0.020 - W |   |
| PIT BAND DIRECTOR                          | 0.020 - W |   |
| TALENT SHOW ADVISOR - Elem.                | 0.015 - S |   |
| TALENT SHOW ADVISOR - Middle               | 0.015 - Y |   |
| DEPT. CHAIR W/O CONFERENCE                 | 0.040 - Y |   |
| LEAD TEACHER W/O CONFERENCE                | 0.040 - Y |   |
| DEPT. CHAIR WITH CONFERENCE                | 0.020 - Y | Y - paid per Academic Oriented Supplemental Payment Schedule                |
| LEAD TEACHER WITH CONFERENCE               | 0.020 - Y |   |
| STUDENT COUNCIL-HIGH SCHOOL                | 0.025 - Y | F - paid per Fall Athletic Oriented Supplemental Payment Schedule           |
| STUDENT COUNCIL - MIDDLE SCHOOL            | 0.025 - Y |   |
| STUDENT COUNCIL-ELEMENTARY                 | 0.025 - Y |   |
| CLASS ADVISOR(S)-SENIORS                   | 0.025 - Y | W - paid per Winter Athletic Oriented Supplemental Payment Schedule         |
| CLASS ADVISOR(S)-SENIOR TRIP               | 0.025 - Y |   |
| CLASS ADVISOR(S)-JUNIORS                   | 0.025 - Y |   |
| CLASS ADVISOR-SOPHOMORE                    | 0.020 - Y | S - paid per Spring Athletic Oriented Supplemental Payment Schedule         |
| CLASS ADVISOR-FRESHMEN                     | 0.020 - Y |   |
| QUIZ TEAM-HIGH SCHOOL                      | 0.020 - Y | O - One time lump sum payment   |
| QUIZ TEAM-7/8 ADVISOR                      | 0.020 - Y |   |
| QUIZ TEAM - 5/6 ADVISOR (competition only) | 0.020 - Y |   |
| QUIZ TEAM-ELEMENTARY ADVISOR(S)            | 0.020 - Y |   |
| CREATIVITY COMPETITION ADVISOR(S)          | 0.020 - Y |   |
| CHESS CLUB ADVISOR                         | 0.020 - Y |   |
| POWER OF THE PEN                           | 0.020 - Y |   |
| 3D PRINTING CLUB                           | 0.020 - Y |   |
| NATIONAL HONOR SOCIETY ADVISOR             | 0.020 - Y |   |
| LEADERSHIP BOARD ADVISOR                   | 0.020 - Y |   |
| FUTURE TEACHERS ADVISOR                    | 0.020 - Y |   |
| OUTDOOR EDUCATION ADVISOR                  | 0.020 - O |   |
| SAFETY PATROL ADVISOR                      | 0.020 - Y |   |
| FFA ADVISOR                                | 0.040 - Y |   |
| FOREIGN LANGUAGE ADVISOR                   | 0.020 - Y |   |
| KEY CLUB ADVISOR                           | 0.025 - Y |   |
| BUILDERS CLUB ADVISOR                      | 0.020 - Y |   |
| TEEN ADVISORY GROUP ADVISOR(S) (TAG)       | 0.020 - Y |   |



SUBSTITUTING FOR CLASSROOM TEACHERS

|      |                |
|------|----------------|
| 6-12 | \$20.00/Period |
| K-5  | \$20.00/Hour   |

All regular staff members substituting for another teacher will be paid \$20.00 per hour (K-5) or \$20.00 per period (High School - Middle School). The teacher requiring the need for the substitute will be charged for sick leave or personal leave at the same time frame as the teacher receiving the substitute pay. The teacher with the need for the leave will not be charged if the substituting teacher volunteers for the substituting without compensation. The substituting teacher will only be permitted to substitute during their conference period.

INDIVIDUAL STUDENT TUTOR COMPENSATION

Teachers that elect to tutor students outside of the regular school day, at the request of the District shall be paid at rate of \$20.00 per hour. One hour of preparation will be granted for each five (5) hours of instruction: In addition, the teacher will be paid mileage from school to the place of instruction.

SUPPLEMENTAL EXPERIENCE STEPS

1. Recognized experience steps shall be:

|               |               |               |                      |
|---------------|---------------|---------------|----------------------|
| <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u>        |
| 0-2 yrs.      | 3-4 yrs.      | 5-6 yrs.      | 7 <sup>th</sup> year |

At step 2, a 6% increase in salary over the previous step will occur.  
At step 3, an 8% increase in salary over the previous step will occur.  
At step 4, a 10% increase in salary over the previous step will occur.

2. Credit for documented experience at a lower level (inside or outside the district) shall be granted toward placement on a higher-level position in the same supplemental activity. Limit: 4 years' experience. Similarly, high-level experience will be granted toward placement on a lower-level position.
3. Credit for prior documented service for the same level of the same supplemental activity outside the district shall be granted upon employment (assignment). Limit: 5 years' experience.

## SUPPLEMENTAL PAYMENTS

Contracted salary payments shall not be disbursed without all required credentials submitted to the Treasurer's office and approved by the Treasurer's office, per state laws and Board Policy.

### 1. Athletic Oriented Supplemental Positions

#### a. Fall

Compensation shall be divided into six (6) pays with the first payment scheduled no later than the first regularly scheduled bargaining unit member's pay in September.

#### b. Winter

Compensation shall be divided into eight (8) pays with the first payment scheduled no later than the first regularly scheduled bargaining unit member's pay in December.

#### c. Spring

Compensation shall be divided into six (6) pays with the first payment scheduled no later than the second regularly scheduled bargaining unit member's pay in March.

### 2. Academic Oriented Supplemental Positions

Compensation shall begin no later than thirty (30) calendar days following the bargaining unit member's first workday of the supplemental assignment and/or Board approval, whichever is later. The compensation will be divided by the number of remaining pays in the bargaining unit member's work year.

Academic Oriented Supplemental Positions which are seasonally based shall be paid according to the Athletic Oriented Supplemental payment schedule.

## SHARING OF SUPPLEMENTAL POSITIONS

Employees who elect, with approval of administration, to share responsibilities of a supplemental position, shall share the pay for the supplemental position as they mutually agree in writing.

## SUPPLEMENTAL SALARY COMMITTEES

A four-member committee, consisting of two representatives appointed by the Board and two representatives appointed by the Woodmore Education Association, shall be established.

This committee will annually review all supplemental duty positions (athletic and academic) and recommend any changes in job descriptions, compensation and/or any other additions to the Board and the Association, no later than March 1 of each school year.

## H.2 SUPPLEMENTAL POSITIONS GROUPINGS LIST

### *Athletic Oriented*

- I. Football – Head Varsity, Assistant Varsity, Freshman, Grade 8, Grade 7
- II. Basketball (Boys or Girls) – Head Varsity, Asst. Varsity, Freshman, Grade 8, Grade 7
- III. Wrestling – Head Varsity, Assistant Varsity, Grade 8 & 7 (combined grades)
- IV. Baseball – Head Varsity, Junior Varsity
- V. Softball – Head Varsity, Junior Varsity
- VI. Track (Boys and Girls) - Head Varsity, Assistant Varsity, Grade 8 & 7 (combined grades)
- VII. Volleyball – Head Varsity, Assistant Varsity, Freshman, Grade 8, Grade 7
- VIII. Cross Country (Boys and Girls) – Head Varsity, Asst. Varsity, Grade 8 & 7 (combined grades)
- IX. Golf – Head Varsity, Junior Varsity
- X. Soccer - Head Varsity, Assistant Varsity
- XI. Cheerleading – Head, Grade 8 & 7 (combined grades)
- XII. Faculty Manager – Fall, Winter, Spring
- XIII. Strength and Conditioning Coach

### *Academic Oriented*

- I. Music (Instrumental) – Director-Inst. Music, Asst. Director-Instr. Music, Flag Corps Advisor
- II. Music (vocal) – Director – Vocal Music
- III. Journalism\* - Yearbook Advisor – (WHS, WMS, Elementary), Newspaper Advisor
- IV. Dramatics – Drama Club Advisor/Musical Director, Accompanist/Assistant Director, Choreographer, Pit Band Director, Talent Show Advisor
- V. Dept. Chairpersons/Lead Teachers – with/without conference period
- VI. Student Council Advisors – High School, Middle School, Elementary
- VII. Class Advisors – Seniors, Juniors, Sophomores, Freshmen, Senior Trip
- VIII. Quiz Team Advisors – High School, Grade 7/8 Advisor, Grade 5/6 Advisor (competition only), Elementary, Creativity Competition, Chess Club, Power of the Pen, 3D Printing Club, TAG
- IX. Other Advisorships\* – National Honor Society, Key Club, Builders Club, Leadership Board, Future Teachers, Outdoor Education, Safety Patrol, FFA Advisor, Foreign Language Advisor

\*No experience granted for movement within group

### H.3 SCHEDULE FOR ADDITIONAL DUTIES

Service by members of the bargaining unit extending before or after such member's regular duty pay and which is not a part of the member's regular teaching duties shall be deemed supplemental duties and shall be set forth in a limited contract of one (1) year. Such supplemental contracts shall expire automatically.

Inclusion of an extra-duty assignment does not necessarily mean that each position will be filled in any given year, but only that if it is filled, the pay rate listed will apply.

Supplemental contracts shall be offered to teachers under terms of Part IV-A of this Agreement.

A member of the bargaining unit offered a supplemental contract shall execute and return such contract to the Treasurer at such time as shall be indicated on said contract (not less than fifteen (15) calendar days from the date of issuance). Failure to execute and timely return the contract as required herein shall constitute a rejection of such offer of employment.

Payment of Supplemental Contract stipends shall be at the employee's regular rate of deductions for tax purposes unless prohibited by the Internal Revenue Service. If an employee is unable to complete the duties of the supplemental position, the employee shall be paid, pro rata, for the portion of the duties that were performed.

If a new position is created and/or altered, the Board shall negotiate with the Association over the rate of compensation.

The Board retains the right to determine which supplemental contract positions will be filled.

### I. HOSPITALIZATION

The Board shall determine the carrier of hospitalization, major medical, dental, or other medical benefits purchased jointly by the Board and the Association.

One member of WEA may attend SAN-OTT monthly meetings, including summer months.

Whenever the Board makes a change in the carrier:

1. The coverage shall be equal to or greater than the previous coverage unless, by mutual agreement, the coverage is changed.
2. Provisions shall be made for coverage of claims still pending with the previous carrier.

The Board's contribution to hospitalization, major medical, dental, or other medical benefits shall be as follows:

|                        |                |
|------------------------|----------------|
| Single:                | 90% of premium |
| Employee + Spouse:     | 80% of premium |
| Employee + Child(ren): | 80% of premium |
| Family:                | 80% of premium |

Effective January 1, 2021, the Board will make a distinction in the premium contributions it makes for employees based upon whether the employee is a "Wellness Participant" or "Non-Wellness Participant." In order to qualify as a "Wellness Participant," the employee must complete a preventative services requirement by October 1st of each year, beginning with October 1, 2020. The preventative services requirement will be set each year by MedBen's Well Living Program (or its successor).

Employees who do not timely complete the annual preventative services requirement will have their premium contribution responsibility for the following year equal the difference between the total premium cost of the Non-Wellness Participant rate established by the San-Ott Consortium minus the applicable percentages set forth above as applied to the total premium cost Wellness Participant rate. In order for employees on an Employee/Spouse or Family plan to obtain the Wellness Participant Rate, the employee's spouse must complete the preventative services requirement.

Any employee who elects to participate in Option 6 or 7 will receive the following incentive:

The Board shall make a deposit into a Health Savings Account (HSA) equal to 50 percent of the deductible in accordance with the following terms:

1. One-half of this deposit shall be made by January 31 of each calendar year and the second half by June 30 of each calendar year. Funds deposited into the HSA become the property of the employee and can be accumulated from year to year.
2. Separation of employment with the Board before the end of the school year and/or termination of Group Insurance before payment is made will render the employee ineligible to receive the deposit.
3. Employees shall be responsible for submitting HSA account information to the Board at least 30 calendar days prior to January 31 or at least 30 calendar days prior to June 30. Employees who fail to timely submit the required documents may forfeit their HSA payment.

SPOUSAL COORDINATION OF BENEFITS

Spouses of employees who work for an employer where insurance is available, or who qualify for retirement insurance, will be required to enroll in at least Single coverage through their employer.

Spouses will be exempt from this requirement if:

1. The spouse's employer is another school district within the SAN-OTT School Consortium.
2. The spouse's employer does not offer medical coverage.
3. The spouse must pay an amount greater than fifty percent (50%) of the cost of the highest cost single medical coverage offered by the SAN-OTT School Consortium.
4. The spouse was retired before August 1, 2004.

Any full-time bargaining unit member who does not enroll or participate in the District's hospitalization plan shall receive a payment as follows:

| Number of Employees Waiving Coverage | Annual Payment |
|--------------------------------------|----------------|
| 0-10                                 | \$500.00       |
| 11-20                                | \$750.00       |
| 21+                                  | \$1,000.00     |

This payment shall be made on or before issuance of the first paycheck in September following the August 1-July 31 insurance plan year in which coverage is declined.

STAFF WELLNESS COMMITTEE

A Wellness Committee shall be established consisting of three (3) members appointed each by the Administration, OAPSE and the Woodmore Education Association. The Wellness Committee shall meet quarterly to consider issues such as administration of the health benefits plan, costs of the plan and periodic evaluation of the plan. The Wellness Committee may also promote studies of current developments in the health care industry and continuing education programs for all staff on benefit usage for maximum cost effectiveness. All recommendations by the Wellness Committee must be reached by consensus. Any changes to the health insurance programs must be ratified by the Board and the Association.

J. VISION INSURANCE

The Board will provide a Vision Insurance Plan. The plan will have a \$10 co-payment for an examination and a \$15 co-payment for lenses and/or frames. The Board will pay 80% of the premium rate and the employee will pay 20% of the premium rate.

K. GROUP LIFE INSURANCE

Each licensed employee covered by the terms of this Agreement shall be provided group insurance as follows:

|   |             |
|---|-------------|
| Life Insurance                                  | \$25,000.00 |
| Accidental Death and<br>Dismemberment Insurance | \$25,000.00 |

L. SEVERANCE PAY AND INCENTIVE

Employees, upon retirement, shall be entitled to .250 of their accumulated sick leave at the time of eligibility for service retirement. Severance pay will be at the current daily rate at the time of leaving active service.

Employees will be paid within thirty (30) days after verification of retirement is received from the State Retirement System by the Treasurer.

Employees who submit a signed letter of resignation for the purpose of retirement on or before March 15 of the current school year shall be given \$500.00 additional severance pay. To be eligible for this benefit the employee must complete the adopted school calendar plus other additional and supplemental duties under contract.

Employees must have served their last five (5) years in the service of the Woodmore Local Schools to qualify for severance pay.

M. TUITION REIMBURSEMENT

The goal of any additional training at a state-approved university should be to provide assistance or new knowledge in instructional techniques to help improve instruction in the classroom.

Recognizing this, the Board and the Association agree to the following terms:

1. The Board will establish an Educational Incentive Fund each fiscal year and annually appropriate twenty thousand dollars (\$20,000.00) to be used by classroom teachers to take course work in the teacher's area of assignment or area of instruction in the science of education. A fiscal school year is July 1-June 30.
2. All teachers on the WEA Salary Schedule will be eligible to use this fund. Teachers with less than three (3) years' experience shall have restricted use of this fund. This restricted use means he/she must be employed by the school district the following school year and he/she will not receive tuition reimbursement until October of the following school year. Employees with less than three (3) years' experience shall

not be eligible for tuition reimbursement during the year he/she resigns or is not reemployed.

3. For further course work not covered by preceding #1 and #2, the teacher must receive written approval of the Superintendent and LPDC Chairperson before beginning the course work.
4. All teachers must submit an application to the LPDC of their intent to enroll in course work so that a record can be kept of the funds allotted per year and the use thereof.
5. Of the funds set aside, teachers will be reimbursed as calculated by this formula:

$$\$ \text{ funds} \div \text{total number of reimbursable semester hours (or the equivalent)} \\ \text{taken by all eligible teachers} \times \text{total number of semester hours (or} \\ \text{equivalent) taken by the eligible teacher.}$$

The individual teacher can submit a maximum of eighteen (18) semester hours of course work for reimbursement for the school year (September through August). Any funds remaining in the Educational Incentive Fund following the initial disbursement of funds will be redistributed to all teachers who applied for and were granted reimbursement per this Article by using the above formula until the member is fully reimbursed not to exceed the actual amount of out of pocket dollars spent. Unused funds each fiscal year shall be carried over into the next fiscal year but the fund shall never exceed \$25,000. A fiscal year is July 1- June 30.

6. All course work must be successfully completed with at least a “B” average (or a Pass if Pass/Fail course) and credit must be received.
7. Tuition reimbursement will be paid to all eligible teachers in the month of October of the ensuing school year.
8. Payment for course work will be issued upon receipt of certified transcript and proof of payment of tuition to the college/university (copies of canceled check or credit card statement) by the Superintendent’s office by September 15. Notarized grade card or other college/university certification will be accepted if transcript is delayed, but transcript must follow.



N. SECTION 125 PLAN

The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to any bargaining unit member so requesting that their benefit elections be nontaxable. An amount not to exceed the current IRS regulation may be set aside by the employee for the selection of benefits, under Section 125 of the Internal Revenue Code, which includes the nontaxable benefits of major medical, disability, cancer, dental, non-reimbursed medical, and dependent care. This plan shall be administered by the employer with an insurance provider as the enroller and recordkeeper of the plan. The insurance provider shall provide the school district a hold harmless and recordkeeping agreement that will further hold the employer risk free under the IRS provisions regulating nonreimbursed medical payments.

Neither the employer nor the employee shall incur any fees for the setup, enrollment and administrative services provided.

O. ANNUITIES

Any employee desiring to add an annuity must use a current annuity company or have a group of three (3) employees to add a new annuity company.

P. SUPPLEMENTAL RETIREMENT PAYMENT

Employees currently employed by the Board who were at step 30 or above as of July, 1, 2017, shall receive a supplemental retirement payment upon retirement that is equal to the difference between \$14,000 and the total amount of all longevity payments paid to the employee. If the longevity payments paid to the employee exceed \$14,000, then the employee will not be eligible to receive any supplemental retirement payment.

Q. COLLEGE CREDIT PLUS

Pursuant to Ohio Revised Code 3365 et seq., the District shall participate in the College Credit Plus (CCP) program and shall offer college level courses to students in grades 7 through 12 in accordance with the following provisions:

1. The Administration will publicize the application process (including any deadline) to staff members.
2. The Administration, at its discretion, will select the successful applicant(s) and the educational institution and program in which such applicant(s) will participate. The Board will reimburse each participant for required tuition and fees (but not textbooks and supplies) upon submission of appropriate documentation to the Board's Treasurer. As a condition for reimbursement, the participant must complete the program and pass any course taken with a grade of "C" or better (or a passing grade if the course is graded on pass/fail basis).
3. After completion of the program, the participant is obligated to remain employed by the Board for a period of three (3) years. For this purpose, "year" is defined as at least one hundred twenty (120) workdays on paid status within a particular school year. If the participant fails to fulfill this commitment, the board is entitled to recoup thirty three percent (33%) of its reimbursement cost incurred under the preceding paragraph for each year of the three-year commitment not met. For example, if the participant remains employed for only two (2) years, the Board will recoup thirty three percent (33%) of its reimbursement cost. This recoupment provision will be waived, however, if the commitment is unmet because of the participant's death and may be waived for extenuating circumstances with Board approval.
4. No evaluation conducted by an institution of higher education (IHE) will be utilized in the District evaluation of a bargaining unit member. However, he/she may provide information from the IHE evaluation as evidence of competencies in his/her District evaluation. Any evaluation performed by the IHE shall be kept separate from the employee's personnel file, unless inclusion is requested by the member in writing. No employee shall be terminated, non-renewed, or otherwise disciplined based upon the results of the IHE evaluation.
5. CCP instructors will be paid a stipend of \$500.00 per course, per semester. The payment will be included in the staff member's regular paycheck at the conclusion of the semester.

The District shall adhere to the Ohio Revised Code, Ohio Administrative Code, ODE and ODHE guidelines regarding College Credit Plus requirements; however, the terms of this Contract shall prevail with regard to bargaining unit member rights and responsibilities when participating in the program.

R. DISTRICT LEADERSHIP TEAM COMMITTEE:

1. A District Leadership Team Committee shall be convened each year by the Superintendent and shall consist of no more than a maximum of (3) representatives each from the Elementary School, Middle School, and High School.
2. WEA members may submit a letter of interest to the Superintendent for consideration of appointment.
  - a. Letters of interest must be submitted by May 1 of the preceding school year.
  - b. Members shall be notified of their appointment by June 1 of the preceding school year.
  - c. Once appointed, members shall remain on the committee, unless they resign or are released by the Superintendent.
3. This Committee may discuss agenda items submitted by any member of the Committee prior to the meeting or submitted during the meeting.
4. In the event that there are no items for an agenda, the Superintendent may cancel the meeting for that month or reschedule it for another time.
5. Nothing discussed by this committee shall be construed as negotiations over mandatory subjects of bargaining.
6. Committee members will be paid \$30.00 per meeting.

# APPENDIXES

## APPENDIX A. Student Learning Objective (SLO) Template Checklist

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

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

### 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"><b>Annual Focus</b></p> <p align="center">These are addressed by the evaluator as appropriate for this teacher.</p>              | <p align="center"><b>Date</b></p> <p align="center">Record dates when discussed</p> | <p align="center"><b>Areas for Professional Growth supports needed, resources, professional development</b></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>Goal Statement:</p><br><p>Evidence Indicators:</p>                              |   |   |
| <p><i>Goal 2 : Teacher Performance on the Ohio Standards for the Teaching Profession</i></p> <p>Goal Statement:</p><br><p>Evidence Indicators:</p> |   |   |

Evaluator Signature

Date

Teacher Signature

Date

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

## Pre-Conference Sample Questions

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

### INSTRUCTIONAL PLANNING

#### **FOCUS FOR LEARNING** (Standard 4: Instruction)

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

#### **ASSESSMENT DATA** (Standard 3: Assessment)

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

#### **PRIOR CONTENT KNOWLEDGE/ SEQUENCE/CONNECTIONS**

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

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

#### **KNOWLEDGE OF STUDENTS** (Standard 1: Students)

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

### INSTRUCTION AND ASSESSMENT

#### **LESSON DELIVERY** (Standard 2: Content / Standard 4: Instruction)

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

#### **DIFFERENTIATION** (Standard 1: Students / Standard 4: Instruction)

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

#### **RESOURCES** (Standard 2: Content / Standard 4: Instruction)

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

#### **CLASSROOM ENVIRONMENT**

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

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

#### **ASSESSMENT OF STUDENT LEARNING**

(Standard 3: Assessment)

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

### PROFESSIONAL RESPONSIBILITIES

#### **COLLABORATION AND COMMUNICATION** (Standard 6)

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

#### **PROFESSIONAL RESPONSIBILITY AND GROWTH** (Standard 7)

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

# Post-Conference Sample Questions

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

## **INSTRUCTIONAL PLANNING**

### **FOCUS FOR LEARNING (Standard 4: Instruction)**

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

### **ASSESSMENT DATA (Standard 3: Assessment)**

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

### **PRIOR CONTENT KNOWLEDGE/ SEQUENCE/CONNECTIONS**

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

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

### **KNOWLEDGE OF STUDENTS (Standard 1: Students)**

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

## **INSTRUCTION AND ASSESSMENT**

### **LESSON DELIVERY (Standard 2: Content / Standard 4: Instruction)**

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

### **DIFFERENTIATION (Standard 1: Students / Standard 4: Instruction)**

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

### **RESOURCES (Standard 2: Content / Standard 4: Instruction)**

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

### **CLASSROOM ENVIRONMENT**

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

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

### **ASSESSMENT OF STUDENT LEARNING**

#### **(Standard 3: Assessment)**

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

## **PROFESSIONAL RESPONSIBILITIES**

### **COLLABORATION AND COMMUNICATION (Standard 6)**

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

### **PROFESSIONAL RESPONSIBILITY AND GROWTH (Standard 7)**

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



### Pre-Conference Planning:

- The evaluator and teacher discuss what the evaluator will observe during classroom visit.

### Information to consider:

1. Lesson or unit objective(s):
2. Prior learning experiences of the students:
3. Characteristics of the learners/learning environment.
4. Instructional strategies that will be used to meet the lesson objectives.
5. Student activities and materials.
6. Differentiation bases on needs of students.
7. Assessment (data) collected to demonstrate student learning (formative & summative).

### Questions you might ask the evaluator:

- 1.
- 2.
- 3.

## Post Conference Planning

- The goal for the conference leader is to cognitively coach the teacher through the use of reflective questions.
- Record 3 reflective questions you would ask the teacher aligned to the area of reinforcement.
  - 1.
  - 2.
  - 3.
- Record 3 reflective questions you would ask the teacher aligned to the area of refinement.
  - 1.
  - 2.
  - 3.

## Four Key Elements of the Instructional Post-Conference

Conducting the Post-Conference: To be discussed at Day 3 Training prior to conducting the post-conference

1. Introduction/Greeting/Establish Length
  - Review Conference Process
  - General Impression Question
  - “How do you think the lesson went?”
2. Reinforcing the Teacher
  - Identify an area of Reinforcement (ONLY one area)
  - Ask Self-Analysis Question
  - Provide evidence from notes
3. Refining the Teacher’s Skill:
  - Identify an area of Refinement (ONLY one area)
  - Ask Self-Analysis Question
  - Provide evidence from notes
  - Give a recommendation for future practice
4. Present evidence and rating connected to the rubric

## APPENDIX D.

# Walk Through Form

Your [woodmoreschools.com](http://woodmoreschools.com) username will be recorded when you submit this form.

**Name of teacher:**

[ ]

**Person conducting walk-through:**

[ ]

**Woodmore Local School Building**

[ ]

**Grade / Subject**

[ ]

**Starting time of walk-through:**

[ ]:[ ] [ ]

Example: 11:00 AM

**Instruction is developmentally appropriate.**

- Not Observed
- 1-Explanations are unclear, incoherent, or inaccurate and fail to engage students.
- 2-Explanations are accurate and generally clear but the teacher may not fully clarify information and uses language that is developmentally inappropriate.
- 3-Explanations are clear and accurate. Actively encourages independent, creative, and critical thinking.
- 4-Explanations are clear, coherent, and precise. The teacher uses well-timed, individualized/differentiated, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques.

**Varied instructional tools and strategies reflect student needs and learning objectives.**

(Examples: technology, grouping, etc.)

- Not Observed
- 1-Teacher does not attempt to make the lesson accessible and challenging.
- 2-Teacher relies on a single strategy or alternate set of materials.
- 3-Teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing.
- 4-Teacher matches strategies, materials, and/or pacing to students' individual needs, effectively uses independent, collaborative and whole-class instruction.

**Content presented is accurate and grade appropriate.**

- Not Observed
- 1-Explanations are unclear, incoherent, or inaccurate, fails to engage students.
- 2-Explanations are accurate and generally clear but the teacher may not fully clarify information, teacher may use some language that is developmentally inappropriate.
- 3-Explanations are clear and accurate and actively encourage independent, creative, and critical thinking.
- 4-Explanations are clear, coherent, and precise. The teacher uses well-timed, individualized/differentiated, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussions techniques.

**Classroom learning environment is safe and conducive to learning.**

- Not Observed
- 1-Expectations for behavior are not established or are inappropriate.
- 2-Appropriate expectations for behaviors are established, but some expectations are unclear.
- 3-Appropriate and responsive with clear expectations for student behavior. Monitoring of student behavior is consistent, appropriate, and effective.
- 4-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.

**Teacher provides students with timely and responsive feedback.**

- Not Observed
- 1-Does not provide students with feedback.
- 2-Students receive occasional or limited feedback.
- 3-Teacher provides substantive, specific, and timely feedback of student progress.
- 4-Teacher provides substantive, specific, and timely feedback to students. Provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses.

**Instructional time is used effectively.**

- Not Observed
- 1-Materials and resources used for instruction are not relevant to the lesson.
- 2-Uses appropriate instructional materials, but may not meet individual students' learning styles/needs.
- 3-Materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs.
- 4-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.

**Routines support learning goals and activities.**

- Yes
- No
- ( ) Not Observed

**Multiple methods of assessment of student learning are utilized to guide instruction.**

**Learning outcomes and goals are clearly communicated to students.**

- Yes
- Not Observed

**Teacher connects lesson to real-life applications.**

- Yes
- Not Observed

**Instruction and lesson activities are accessible and challenging for students.**

- Yes
- Not Observed

**Lesson content is linked to previous and future learning.**

- Yes
- Not Observed

**Evaluator Summary Comments:**

**Recommendations for Focus of Informal Observations:**

**Finishing time of walk-through:**

[ ]:[ ] [ ]

Example: 11:00 AM

**<<email address>>**

[ ] Send me a copy of my responses.

[Review and Submit]

Never submit passwords through Google Forms.

## Teacher Performance Evaluation Rubric

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

| INSTRUCTIONAL PLANNING |  | Ineffective   | Developing  | Skilled   | Accomplished  |
|------------------------|--|---|---|---|---|
| INSTRUCTIONAL PLANNING | <b>FOCUS FOR LEARNING<br/>(Standard 4: Instruction)</b><br><br><i>Sources of Evidence:</i><br>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   |   |   |   |   |
|                        | <b>ASSESSMENT DATA<br/>(Standard 3: Assessment)</b><br><br><i>Sources of Evidence:</i><br>Pre-Conference     | The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans.<br><br>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.<br><br>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.<br><br>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.<br><br>Student learning needs are accurately identified through an analysis of student data; the teacher uses assessment data to identify student strengths and areas for student growth. |
|                        | Evidence   |   |   |   |   |

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

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

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

| Instruction and Assessment |  |   |  |  |   |
|----------------------------|--|---|--|--|---|
|                            |  | Ineffective   | Developing   | Skilled  | Accomplished  |
| INSTRUCTION AND ASSESSMENT | <p><b>ASSESSMENT OF STUDENT LEARNING<br/>(Standard 3: Assessment)</b></p> <p><i>Sources of Evidence:</i><br/>Pre-Conference<br/>Formal Observation<br/>Classroom Walkthroughs/<br/>Informal Observations<br/>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> |
|                            | <b>Evidence</b>  |   |  |  |   |

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

## Improvement Plan

Teacher Name: \_\_\_\_\_ Grade Level/ Subject: \_\_\_\_\_

School year: \_\_\_\_\_ Building: \_\_\_\_\_ Date of Improvement Plan Conference: \_\_\_\_\_

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

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

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

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

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

**Improvement Plan (continued)****Section 3: Specific Plan of Action**

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

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

**Section 4: Assistance and Professional Development**

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

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

Date for this Improvement Plan to Be Evaluated:

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

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

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



**Improvement Plan: Evaluation of Plan**

Teacher Name: \_\_\_\_\_ Grade Level/ Subject: \_\_\_\_\_

School year: \_\_\_\_\_ Building: \_\_\_\_\_ Date of Evaluation: \_\_\_\_\_

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

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

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

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

Teacher’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

## APPENDIX H.

### OHIO STANDARDS FOR THE TEACHING PROFESSION

#### Introduction to the Ohio Standards

The research is clear; what matters most is the quality of the teacher who we put before every student. It is the interaction between teacher and student that is critical to producing high-level student learning and achievement. The Ohio Standards for the Teaching Profession were developed for use as a guide for teachers as they continually reflect upon and improve their effectiveness as educators throughout all of the stages of their careers. In the Standards for the Teaching Profession, seven standards are delineated under three larger organizers. Each of the seven Standards is a broad category of teacher knowledge and skills. Within each Standard are Elements. The Elements are the statements of what teachers should know, think and do to be effective teachers

#### THE FOCUS OF TEACHING AND LEARNING

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

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

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

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

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

- 3.1 Knowledgeable about assessment types, purposes, and resulting data
- 3.2 Select, develop, and use variety of assessments
- 3.3 Analyze data to monitor student progress, & to plan, differentiate, & modify instruction
- 3.4 Collaborate and communicate student progress with students, parents, & colleagues
- 3.5 Involve learners in self-assessment & goal setting

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

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

## **THE CONDITIONS FOR TEACHING AND LEARNING**

**Standard 5. Learning Environment:** Teachers create learning environments that promote high levels of learning and achievement for all students.

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

## **TEACHING AS A PROFESSION**

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

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

**Standard 7. Professional Responsibility and Growth:** Teachers assume responsibility for professional growth, performance, and involvement as an individual and as a member of a learning community.

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