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MASTER AGREEMENT BETWEEN

**THE MEIGS LOCAL BOARD OF
EDUCATION**

AND

**THE MEIGS LOCAL TEACHERS'
ASSOCIATION**

EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2024

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ARTICLE 1 RECOGNITION

1.01 PREAMBLE

Recognizing that providing a high quality education for the children of the Meigs Local School District is the primary purpose of this school district we hereby declare that:

- A. The Meigs Local Board of Education, under law, has the final responsibility for establishing the policies of the district.
- B. The Superintendent and his staff have the responsibility of carrying out the policies established.
- C. The Meigs Local Board of Education and the Meigs Local Teachers' Association recognize that the objectives of the educational program are realized to a high degree when mutual understanding, cooperation, and effective communications exist between the Board of Education and its certificated staff.

The Board of Education of the Meigs Local School District and the Meigs Local Teachers' Association hereby adopt the following agreement covering recognition of the Association, methods by which collective bargaining shall take place with said Association, and articles on which both parties have reached agreement using the approved methods.

1.02 RECOGNITION

The Meigs Local Board of Education hereinafter referred to as the "Board" recognizes the Meigs Local Teachers' Association hereinafter referred to as the "Association" as the sole and exclusive bargaining representative, for full and regularly scheduled part-time certificated employees under a regular limited or continuing teaching contract. Including by way of illustration only but not limited to classroom teachers (K-12, special, and vocational) guidance counselors, librarians, and school nurse(s). Seniority for part-time members will be computed by utilizing the actual hours or fraction thereof of hours worked of the agreed upon length of the school day. The Association recognizes that the Superintendent, Assistant Superintendent, Principals, and other Administrative personnel as defined in Chapter 4117 Ohio Revised Code are excluded from the bargaining unit. The Board recognizes that Association representation will include any newly created position unless employment into the position is governed by Section 3319.02 of the Ohio Revised Code.

Regular limited, means those contract(s) issued to classroom teachers other than those limited contracts issued as supplemental or substitute.

1.03 PRINCIPLES AND SEVERABILITY

- A. If any provision of this document shall be found by a Court contrary to Federal Law, the Revised Code of the State of Ohio, or the rules and regulations of the State Department of Education, then this provision shall be deemed invalid except to the extent permitted by law, but all other provisions shall continue in force. The parties shall negotiate in order to bring the contract into legal compliance.
- B. It is recognized by both parties that the Board and Administration are responsible for decisions which will best utilize the abilities of certificated staff members and that certificated staff members will render services to the best of their abilities and in accordance with Board rules, policies and regulations while in the district.
- C. As long as this agreement is in force or collective bargaining is proceeding in good faith, neither party will take action, which will interrupt normal school operations. Such interruption shall terminate this agreement.

1.04 LABOR MANAGEMENT COMMITTEE

- A. A labor/committee will be established upon the ratification of this agreement. The committee shall consist of four (4) Board representatives, which includes the superintendent and four (4) association representatives, which includes the Association president. The Association presidents and the superintendent shall meet during the first week of each school year and schedule quarterly meetings for the upcoming school year. Meetings will be held outside of the school day.
- B. The committee shall meet to discuss potential problems and promote a more harmonious work environment. Areas of discussion should include, but not be limited to: state and federal mandates affecting the school; the administration of this agreement; to notify the Association of changes made by the administration that would affect the bargaining unit; disseminate general information to the parties; discuss ways to improve educational services; scheduling and holding of open house, etc. Representatives attending the Labor/Management Committed may not change the negotiated agreement, but may agree to make recommendations to their respective groups regarding issues arising during the meetings.
- C. At least five (5) days prior to the meeting, each party shall furnish a list of all matters to be discussed and these shall be placed on the agenda by either the superintendent or the Association president. The agenda shall be distributed to all attending committee members at least two (2) days prior to the meeting.

ARTICLE 2 NEGOTIATIONS

2.01 PROCEDURES FOR CONDUCTING COLLECTIVE BARGAINING

- A. Collective Bargaining Teams - The Board, or designated representative(s) of the Board, will meet with representatives designated by the Association for the purpose of negotiating and reaching mutually satisfactory agreements. All collective bargaining shall be conducted exclusively between said teams in executive sessions. The parties may call upon professional and lay consultants to assist in collective bargaining. The expense of such consultants shall be borne by the party requesting them. Each bargaining team may consist of four (4) members.

- B. Submission of Issues - Either party may initiate negotiations by submission of the appropriate SERB form forwarded to the other party sixty (60) days before the expiration of the contract. All issues proposed for negotiations shall be submitted by the parties at the first meeting. No additional issue(s) may be submitted by either party following the first meeting, unless mutually agreed by the parties. All subsequent meetings shall be called at times mutually agreed by the parties.

- C. Collective Bargaining Procedures - Designated representative(s) of the Board shall meet at mutually agreed upon places and times with representatives of the Association for the purpose of effecting a free exchange of facts, opinions, proposals, and counter-proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such collective bargaining in good faith and to deal openly and fairly with each other on all matters. Following the initial meeting, as described in Paragraph B above, such additional meetings shall be held, as the parties may request, to reach an understanding on the issue(s), or until an impasse is reached. If an agreement is not reached within forty-five (45) calendar days before the expiration of the contract, the unresolved issues shall be submitted to a mediator appointed by the Federal Mediation and Conciliation Services.

- D. Caucus - Upon request of either party, the bargaining meeting shall be recessed to permit the requesting party a period of time, not to exceed thirty (30) minutes, to caucus unless extended time is mutually agreed upon.

- E. Exchange of Information - Prior to and during the period of collective bargaining, the Board and the Association agree to provide each other, upon written request, all regularly and routinely prepared information concerning the issue(s) under consideration.

- F. News Reports - Association and Board representatives may make news releases during negotiations.

- G. Reaching Agreement - As tentative agreement is reached on each issue, it shall be so noted and initialed by each party. When the consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a tentative agreement and submitted to the Association and the Board for approval. Following approval by the Association, the Board shall act upon the tentative agreement within three (3) calendar days.

2.02 AREAS FOR DISCUSSION AND AGREEMENT

- A. This recognition constitutes an agreement between the Board and the Association to attempt to reach mutual agreement on all matters pertaining to wages, hours, or terms and other conditions of employment of this collective bargaining agreement are subject to collective bargaining between the Board and Association.
- B. All Board of Education rights, powers, duties, discretion, authority, and prerogatives are retained by and shall remain exclusively vested in the Board of Education except as clearly and specifically limited by this agreement. All rights, powers, duties or authorities not specifically reduced to writing as a part of this agreement are resolved solely to the discretion of the Board of Education and the administration.
- C. The parties acknowledge that during the negotiations, which resulted in this contract, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this contract constitutes the entire agreement between them and settles all demands and issues on all matters within the scope of bargaining, except as herein set forth.

2.03. IMPLEMENTATION AND AMENDMENT

- A. The Meigs Local Board of Education and the Meigs Local Teachers' Association acknowledge that during the negotiations, which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of negotiations. The understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this agreement constitutes the entire contract between them and settles all demands and issues on all matters within the scope of negotiations. All prior negotiated agreements not contained herein, and all prior practices, rules, or regulations not contained herein shall not be binding upon the parties to this agreement.
- B. This agreement shall be considered approved by the Meigs Local Board of Education and the Meigs Local Teachers' Association upon ratification by both parties. The agreement shall become effective upon the date specified in Article 15, Duration of Contract.
- C. The agreement may be amended by mutual consent of both parties. A meeting to bargain such amendment proposals shall be held not more than ten (10) days following a written request for such meeting by either party. Bargaining shall be conducted in accordance with the procedures of this document, but such amendment proposals shall not be permitted during the collective bargaining period defined in Paragraph C of 2.01.

- D. An Interim Bargaining Council (IBC) shall be established with the effective date of this contract. The IBC shall consist of six (6) members; three (3) members appointed by the Board and three (3) members appointed by the Association. The IBC will be established without delay after the effective date of this contract.
- E. Any bargaining during the duration of this contract, except the bargaining for a successor contract, shall be through the IBC. A majority of the IBC shall be required for approval of an addendum to the agreement. Any agreement reached on an issue(s) by the IBC shall become addenda to this contract.
- F. The parties shall meet to bargain implementation of legislation for the purpose of issue(s) resolution. The bargaining shall be conducted using the interest- based model and will be conducted by FMCS. The bargaining shall be concluded at least thirty (30) calendar days prior to the effective date of legislative required implementation.

ARTICLE 3 GRIEVANCE PROCEDURE

3.01 DEFINITIONS:

- A. A grievance is an alleged violation, misinterpretation, or misapplication of this written agreement.
- B. A grievant shall mean an employee or group of employees within the bargaining unit, or the Association alleging that some violation, misinterpretation, or misapplication of the aforementioned agreement has actually occurred. A "group" grievance shall have arisen out of identical circumstances affecting each member of said group.
- C. A day shall mean a calendar working day. The number of days indicated at each level shall be considered as maximum and shall not be exceeded by either party unless mutually extended in writing by the parties of interest to a certain time.

3.02 GENERAL PROVISIONS

- A. The grievant(s) shall receive fair and prompt treatment without fear of reprisal. All proceedings shall be handled in a confidential manner in accordance with these provisions.
- B. Election of Remedies - A grievant shall not be denied his/her legal rights under the law, provided, however, upon filing of a complaint by the grievant or on the grievant's behalf, in any court of competent jurisdiction demanding relief upon a matter which is the subject of a pending grievance, such filing shall be deemed a waiver of the rights granted herein and the grievance shall be dismissed.
- C. Copies of the documents pertaining to a grievance, which have been filed, shall be placed only in a confidential file of the Treasurer of the Board and the President of the Association. The Treasurer shall make these available only to the members of the Board of Education, the Superintendent, and by court order. All proceedings shall be destroyed after three (3) years.

- D. No grievant may be represented by any teacher organization other than the Meigs Local Teachers' Association in a grievance initiated pursuant to this agreement.
- E. No grievant shall be denied the right to legal advice and/or counsel in any of the levels listed below, but representation at Level One shall be limited to representation by a full-time employee of the Meigs Local School District.
- F. A grievance may be withdrawn at any level without prejudice or record.
- G. Copies of all written decisions of grievances shall be sent to all parties involved: the Association President, the Aggrieved, the Treasurer, and the Administrator(s).
- H. Forms for processing grievances shall be made available through all administrative offices in each building, the central administration building, and through designated officials of the Association.

3.03 PROCEDURE:

A. Level One--Informal

Any bargaining unit member with a problem must first have discussed this problem with his/ administrator before a grievance shall be filed. The problem shall have been discussed within twenty (20) days after the bargaining unit member is aware, or should have been aware, the alleged violation(s) misinterpretation, or misapplication occurs. In making the appointment for the meeting, the bargaining unit member must state that the meeting may be the first step of the grievance procedure.

1. If within five (5) days after discussion the action taken by the administrator does not resolve the grievance to the satisfaction of the grievant, or if the administrator has replied in writing that he/she does not have the authority to grant the remedy sought, such grievant may appeal in writing to the Superintendent within five (5) days from the receipt of the written notice of the immediate supervisor.
2. The written grievance shall be on a standard form supplied by the Board of Education and shall contain a concise statement of the facts upon which the grievance is based, and a reference to the specific provision of the written agreement allegedly violated, misinterpreted, or misapplied. The grievance shall be considered a written request for a hearing. A copy of such grievance shall be filed with the Superintendent.

B. Level Two--Formal

Upon request, a hearing shall be conducted by the Superintendent. Within five (5) days of the receipt of such request the parties will agree on a time and place to meet followed by a written notice by the Superintendent. The Superintendent shall take action on the appeal of the grievance within five (5) days after the receipt of the appeal, or, if a hearing is requested, within five (5) days after the conclusion of said such hearing. The action taken and the reasons for the action shall be reduced to

writing and copies sent to the grievant, the building principal, the Treasurer of the Board of Education, and the President of the Association. Written notices may be sent by electronic mail.

C. Level Three – Formal

1. If the aggrieved is not satisfied with the disposition at Level Two, he/she may request that the issue be submitted to arbitration within ten (10) days after receipt of the written notice of the action taken by the Superintendent. An Arbitrator shall be selected by the Voluntary Rules and Regulations of the American Arbitration Association.
2. The Arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement, nor to make any award, which is inconsistent with the terms of the Agreement, or contrary to law.
3. The Arbitrator shall make his/her report and recommendations to the aggrieved, the Superintendent, the Treasurer of the Board of Education, and the President of the Association. His/Her decision shall be binding upon the parties. Said report shall be issued to the parties by the Arbitrator at an agreed-upon date. Cost of the Arbitrator's services shall be shared equally by the Board of Education and the Meigs Local Teachers' Association.

ARTICLE 4 REDUCTION IN STAFF

4.01 NOTIFICATION OF REDUCTION IN STAFF

- A. If the Board determines it necessary to reduce the number of bargaining unit positions under O.R.C. 3319.17 or for financial reasons the Board shall notify the Association in writing, not later than May 15th in the calendar year the RIF is to be implemented. The notification shall include the reason(s) for the RIF; the position(s) to be reduced, eliminated or not filled; the date of the Board's action to implement the RIF and the effective date of the RIF.
- B. Representatives of the Board shall meet and review the reasons for the proposed Reduction in Force and its impact, if requested by the Association, within ten (10) days of the receipt of the notification. Within five (5) days of the request by the Association, a meeting shall be set between the Board's representatives and the Association's representatives unless such a date is mutually extended. If the Association disagrees with the reason(s) for the implementation of the proposed RIF, the Association may initiate the grievance procedure at Step III.

4.02 PROCEDURES FOR REDUCTION IN STAFF

- A. Reductions shall be made by suspending contracts based upon the Superintendent's recommendation. Those contracts to be suspended will be chosen as follows:
 1. Recommended reductions shall first be done by not filling positions vacated by termination, non-renewal, voluntary resignation, retirement, or death.

2. An employee to be laid off due to RIF shall be given sixty- (60) calendar days advance written notification prior to the implementation of the RIF. The Association shall be sent a copy of the notification at the same time. The notice shall state the reason for RIF, the effective date of the contract suspension, and the date of the Board's action to implement the RIF.
 3. All members of the bargaining unit will be placed on a seniority list for each teaching field for which they are properly certificated. Teachers serving under continuing contracts will be placed at the top of the list, in descending order of seniority.
 4. Teachers serving under limited contracts will be placed on the list under continuing contract teachers, also in descending order of seniority.
- B. In making any such reduction, the Board shall first perform the reduction through attrition. If attrition is not sufficient to accomplish the reduction, the Superintendent shall, within each teaching field affected, give preference first to teachers on continuing contracts and then to teachers on limited contracts in order of seniority where evaluations are comparable.

4.03. SENIORITY

- A. Seniority will be defined as the length of continuous service as a certificated employee under regular contract in this district.
1. Board approved leaves of absence will not interrupt seniority, but time spent on such a leave shall not count toward seniority.
 2. If two or more teachers have the same length of continuous service, seniority will be determined by:
 - a. the date of the board meeting at which the teacher was hired, and then by;
 - b. the date the teacher signed his/her initial employment contract of continuous service in the district, and then by;
 - c. administrative decision.
- B. Recommended reductions in a teaching field will be made by selecting the lowest person on the seniority list for that area of certification who is currently assigned to a position in that teaching field. A teacher so affected may elect to displace a teacher who holds a lower position on a seniority list for another area of certification. Any such election must be made at the time the teacher is notified he/she will be affected.

4.04 RECALL PROCEDURES

- A. The names of teacher(s) whose contracts are suspended in a reduction in force will be placed on a recall list for up to twenty-seven (27) months from the date of the reduction. Teachers on the recall list will have the following rights:

1. No new teachers will be employed by the Board nor will a vacancy be posted while there are teachers on the recall list who are certificated for the vacancy.
2. Teachers on the recall list will be recalled in order of the seniority for vacancies in area(s) for which they are certificated. Every teacher on the recall list will receive from the Board, by certified mail, a form indicating the employee's current address, certifications/licensures, and desire to return to the district. Such notices shall be sent out fourteen (14) calendar days prior to once every nine- (9) months, commencing with the effective date of the layoff. The teacher shall complete the form, including any additional or deleted certifications, whether or not the teacher continues to desire to return to the district, and any change in address. The teacher must return the form prior to the expiration of the applicable nine- (9) month period, or the teacher will be removed from the recall list. The teacher will also be removed from the recall list if he or she indicates he or she does not wish to return to the district.
3. If an opening the Board plans to fill occurs, the Board will send a certified announcement to the last known address of all teachers on the recall list who are qualified according to these provisions. It is the teacher's responsibility to keep the Board informed of his/her current address. All teachers are required to respond in writing to the district office within seven (7) calendar days. The most senior of those responding will be awarded the vacant position. Any teacher who fails to respond within seven (7) calendar days, or who declines to accept the position, will forfeit all recall rights.
4. A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of layoff.
5. Teachers may accept less than full-time employment in the district; however, such employment does not constitute a waiver of recall.

4.05 GENERAL PROCEDURES

- A. The parties agree that these procedures apply only to the suspension of contracts under 3319.17 or for financial reasons. This article shall not require that the Board of Education fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the district.
- B. Members of the bargaining unit who have continuing contracts may have contracts suspended as per this article but shall retain recall rights as per O.R.C. 3319.17.
- C. Bargaining unit member(s) whose contracts are to be suspended for financial reasons shall be provided specific information as to the cause for the contract suspension.

4.06 COMPARABLE EVALUATIONS

- A. The definition of the term “comparable,” as applied to teacher evaluations, included in this section shall only be applicable after a new evaluation system that complies with HB 153 has been negotiated and fully implemented, as defined above, for at least two (2) years.
- B. All teachers within the District shall be deemed to have comparable evaluations if they are “Accomplished,” “Skilled,” or “Developing” as is defined in the OTES Board Policy.
- C. Upon full implementation of the new evaluation system, and with at least two (2) full years of student growth data, in the event a teacher is rated “Ineffective” for two (2) consecutive years, such teacher shall no longer be considered comparable to the rest of the bargaining unit for purposes of a reduction in force.
- D. Newly hired teachers with less than two (2) years of student growth data shall be deemed comparable with the rest of the bargaining unit.
- E. No reduction in force shall be accomplished through the nonrenewal or termination of the contract of any bargaining unit member.

ARTICLE 5 TRANSFERS AND VACANCIES

5.01 VACANCY

- A. For the purpose of this section "vacancy" shall be defined as an opening in the bargaining unit created by retirement, resignation, death, nonrenewal, or termination of an employee or a new position, and such vacant position(s) created by any of the foregoing which the Board intends to fill or a supplemental position created by retirement, resignation, death, nonrenewal, or termination of an employee or a new position, and such vacant position(s) created by any of the foregoing which the Board intends to fill.
- B. The relocation of bargaining unit work from one building to another does not constitute a vacancy. However, in the event that more than one bargaining unit member's work assignment changes location to a different work site, then such affected bargaining unit members may volunteer to change work sites. If a sufficient number of bargaining unit members do not volunteer, then the least senior certified bargaining unit member, on the basis of district seniority, shall be subject to an involuntary transfer.
- C. Vacancies occurring twelve (12) weeks after the first day of school shall be filled by the successful applicant. However, the applicant need not be assigned the position until the following school year. The determination of time of assignment is to be made by the administration.

- D. The date(s) of assignment will be posted on the posting; however, the Superintendent at his/her discretion will decide on which date of assignment after the close of the bidding.

5.02 POSTING

- A. Any vacancy shall be immediately posted via electronic mail to all bargaining unit members until that vacancy is filled and approved by the Board of Education. During the regular school year, including June and July, no vacancy shall be filled until after the fifth (5) working day of the posting.
- C. Beginning August 1, vacancies shall be filled internally from bargaining unit members who have submitted an intent form prior to the end of the last business day in July.
- D. All vacancy notices shall be sent to the Association President.

5.03 VOLUNTARY TRANSFER

- A. Bargaining Unit Members who desire to transfer into a vacancy may make written application pursuant to paragraphs 1 and 2 of the posting procedure.
- B. In acting on request for voluntary reassignment and/or transfer, the following criteria apply:
 - 1. Individual qualifications
 - 2. Instructional requirements
 - 3. Available staff replacement
 - 4. Specific reasonable criteria established by the administration to achieve staff balance, which will be included at the time the vacancy is posted.
- C. Where the foregoing factors are substantially equal, assignment or transfer shall be given to the applicant with the greatest number of years of service in the school system. Seniority will not be broken by Board approved leaves of absences, nor will it accrue. If two or more bargaining unit members have the same seniority, then the method of determining seniority as set forth in the Reduction in Force Article will be utilized.
- D. During the period between September through March, the staff in each building, in consultation with the principal, may voluntarily change assignments within the building effective for the next school year. However, for these assignment changes to be effective for the next school year, they must be approved by the building principal.
- E. Any retirement which occurs prior to June 30 shall nullify any previous voluntary in building transfers involving the retiree. Any bargaining unit member(s) participating in an in-building transfer shall not be eligible for another in-building transfer within the same building for the succeeding three (3) school years. Any bargaining unit member(s) that participate in an in-building transfer shall continue to be eligible to bid on posted vacancies.

5.04 INVOLUNTARY TRANSFERS AND/OR REASSIGNMENTS

- A. An involuntary transfer or reassignment after July 1 to be effective during the ensuing school year will be made only after a meeting between the teacher involved and the Superintendent. The teacher may at his/her option have a representative of his/her choice to be present at such meeting. The teacher selected for involuntary transfer shall be the least senior member of the bargaining unit holding the proper certification for the position unless there are extenuating circumstances which will be explained per Section B. Any reassignment made pursuant to this policy shall be in the best interest of the school district as determined by the Administration. Any reassignment made pursuant to this article shall be for one or more of the following reasons: resignation; death; promotion; retirement; disability; leaves; termination; RIF; reduction in classes, programs, or offerings.
- B. Specific reasons for such reassignment or transfer shall be provided in writing to the bargaining unit member so affected upon written request.

ARTICLE 6 CONTRACTS

6.01 INDIVIDUAL CONTRACTS

The Board shall provide each member of the instructional staff individually written contracts in keeping with the provisions of the Ohio Revised Code and Board adopted policies. The provisions of such written contracts shall be enumerated in the subsections of this policy.

6.02 SUPPLEMENTAL CONTRACT

Subsection 1 - Any agreement to act as supervisor for extracurricular activities, for which additional compensation is to be paid, be by supplemental contract.

6.03 TEACHING EXPERIENCE

Subsection 2 - In consideration of the services rendered by the teacher, the Board agrees to pay said teacher a base annual salary as prescribed by the salary schedule of the school district according to the degree and years experience, whether existing or hereafter adopted. This is to include all teaching experience, public or private schools requiring state certification, in Ohio and the other 49 states, and all public teaching on American military bases, requiring American certification, outside the United States. The initial compensation to be paid under a contract shall be according to the existing schedule and that amount shall appear on the contract. This section shall not apply to teachers who have retired under STRS or other states' teacher retirement systems. Retired teachers employed by the Board shall be placed on Step 0 of the negotiated Salary Schedule.

- Teachers who have not retired under STRS or another state's teacher retirement system and who were employed between August 1, 1997 and the effective date of this contract shall be placed on the salary step that reflects their experience as stated above. Teachers so moved shall not be entitled to back pay for the period between August 1,

1997 and August 1, 2000. Teachers who have retired under STRS or another state's teacher retirement system and who were employed between August 1, 1997 and the effective date of this contract shall not be affected by this subsection.

6.04 CONDITIONS FOR EMPLOYMENT

- A. Subsection 3 - In performing his/her professional duties, the teacher agrees to abide by and maintain the applicable laws and existing or hereafter adopted policies, rules and regulations of the Board of Education.
- B. Subsection 4 - Each teacher before signing a contract shall have been notified as required by Section 3307.58 of the Revised Code as to his or her duties and obligations pertaining to the State Teachers Retirement System as a condition of his or her employment.
- C. Subsection 5 - The President and Treasurer of the Board of Education, by affixing their signatures to a contract, represent that all necessary implementing resolutions have been adopted by the Board of Education and that copy of the Board's existing rules and regulations affecting the performance of the professional duties have been made available to the teacher.
- D. Subsection 6 - New teachers to the Meigs Local School District shall be considered on probationary status for a maximum of three (3) complete school years. Professional staff members not eligible for tenure who hold a four-year provisional certificate shall have the longevity of contract in accordance with the following criteria. All staff member(s) teaching on a temporary certificate will receive a one-(1) year contract. Upon acquisition of provisional certification in their assigned teaching area, staff members employed on temporary certification shall be granted, upon subsequent re-employment, a contract based on all previous years of experience in the local district.
- E. These criteria do not preclude that the Superintendent may give written notice of his/her intention at the expiration of any one multiple year limited contract to recommend a one-year contract with reasons directed at the improvement of the teacher, as based on the adopted evaluation procedure, on or before the 30th day of April, and provided that written notice from the Board on its action on the Superintendent's recommendation has been given to the teacher on or before the 30th day of April. On subsequent re-employment, the teacher shall be given a contract, the length of which shall be that for which the teacher was eligible before the one-year contract was given.

6.05 LENGTH OF CONTRACT

<u>Time</u>	<u>Contract Length and Criteria</u>
Beginning of First Year	1-year contract - recommendation by the Superintendent

Beginning of Second Year	1-year contract - with one year of satisfactory experience in the local district based on the evaluation procedure and the recommendations of the principal and Superintendent
Beginning of Third Year	1 -year contract - with two years of satisfactory experience in the local district based on the evaluation procedure and the recommendations of the principal and Superintendent
Beginning of Fourth Year	3-year contract - with three years of satisfactory experience in the local district based on the evaluation procedure and the recommendations of the principal and Superintendent
Beginning of Seventh Year	5-year contract - with six years of satisfactory experience in the local district based on the evaluation procedure and the recommendations of the principal and Superintendent

(Note: All limited teaching contracts will be contingent upon the existence of instructional need in the area(s) for which the teacher is certified. Any change in contract status shall be in accordance with Section 3319.17 Ohio Revised Code.)

- E. A teacher who is eligible or can present evidence of impending eligibility for continuing contract status may apply to the Board on or before October 1 for action on that contract. Such action shall be taken by the Board on or before April 30 and shall be in accordance with the provisions in the Ohio Revised Code, Section 3319.11.

6.06 TERMINATION

Contract termination shall be in accordance with provisions of Section 3319.16 Ohio Revised Code.

6.07 NON-RENEWAL

- A. Any bargaining unit member who has completed less than three (3) years may be non-renewed according to 3319.11 ORC.
- B. The contract of a bargaining unit member who has completed two (2) years of teaching and are in their third (3rd) year or in the last year of a multiple year contract may not be non-renewed except for gross inefficiency or immorality; for willful and persistent violations of reasonable regulations of the Board of Education; or for other good and just cause.
- C. Such teacher to be non-renewed shall be given a written notice of the Board's intentions and reasons not to re-employ on or before the 30th day of April.

D. A teacher non-renewed by the terms of this section may only appeal to the Court of Common Pleas of the county in which the school is located within thirty (30) days.

E. The provisions of this section shall not apply to any actions of non-renewal of supplemental contracts.

ARTICLE 7 COMPENSATION AND PAYROLL

7.01 SALARY SCHEDULE

A. For the 2021-2022 school year the base salary shall be \$35,796.89, a four percent (4%) raise on the base of the negotiated salary schedule. For the 2022-2023 school year the base salary shall be \$37,228.77, a four percent (4%) raise on the base of the negotiated salary schedule. For the 2023-2024 school year the base shall be \$38,717.92, a four percent (4%) raise on the base of the negotiated salary schedule.

INDEX

YEARS OF EXPERIENCE	BA	5 YEAR BA + 15	BA + 30	MA	MA + 15
0	1.0000	1.0750	1.0950	1.1500	1.2000
1	1.0410	1.1205	1.1425	1.2000	1.2510
2	1.0820	1.1660	1.1900	1.2500	1.3020
3	1.1230	1.2115	1.2375	1.3000	1.3530
4	1.1640	1.2570	1.2850	1.3500	1.4040
5	1.2050	1.3025	1.3325	1.4000	1.4550
6	1.2460	1.3480	1.3800	1.4500	1.5060
7	1.2870	1.3935	1.4275	1.5000	1.5570
8	1.3280	1.4390	1.4750	1.5500	1.6080
9	1.3690	1.4845	1.5225	1.6000	1.6590
10	1.4100	1.5300	1.5700	1.6500	1.7100
11	1.4510	1.5755	1.6175	1.7000	1.7610
12	1.4920	1.6210	1.6650	1.7500	1.8120
15	1.5330	1.6665	1.7125	1.8000	1.8630
20	1.5740	1.7120	1.7600	1.8500	1.9140
25	1.6150	1.7575	1.8075	1.9000	1.9650
28	1.6300	1.7775	1.8325	1.9300	2.0000

B. The negotiated Salary Index shall reflect the following educational training:

BA A member of the bargaining unit who has received a Bachelor’s Degree from an accredited college.

BA+15/ A member of the bargaining unit who has received a Bachelor’s Degree and

150 hr. has either 150 semester hours or has earned 15 graduate semester hours after receiving their Bachelor's Degree.

BA+30 A member of the bargaining unit who has earned 30 graduate semester hours after receiving a Bachelor's Degree.

MA A member of the bargaining unit who has earned a Master's Degree.

MA+15 A member of the bargaining unit who has earned 15 graduate semester hours beyond a Master's Degree.

C. To claim the Index Steps compensation, bargaining unit members must provide an official transcript and letter of request to the Superintendent to evaluate and determine if the member has earned the appropriate number of semester hours beyond the continuation date of the original degree. The Superintendent and a bargaining unit member designated by the Meigs Local Teachers Association President will determine eligibility of hours from the provided transcript. The deadline for the documentation of transcripts is September 30. Pay increases for Index Steps will occur on the following pay date and will not be retroactive to the beginning of the school year.

7.02 SALARY PLACEMENT FOR CAREER AND TECHNICAL TEACHERS

A. Training Classification

1. Bachelor's Degree or Equivalent

Members without a Bachelor's Degree or equivalent, who are eligible for their initial Ohio Career Technical License in their assigned area, shall be placed on Bachelor's Degree salary schedule in accordance with their years of experience.

2. Bachelor's Degree +15

Career Technical bargaining unit members without a Bachelor's Degree, who have an Ohio Professional Career Technical License in their assigned area, shall be placed on the Bachelors +15 salary schedule in accordance with their years of experience.

3. Bachelor's Degree+ 30

Career technical bargaining unit members without a Bachelors Degree, who have an Ohio Professional Career Technical License in their assigned area with 30 semester hours of college and/or university credit, shall be placed on the Bachelors +30 salary schedule in accordance with their years of experience.

4. Master's Degree

Career Technical bargaining unit members without, who have at least an Ohio Professional Career Technical License in their assigned area and who have obtained a Bachelor's Degree in a related field of study as determined only by the Superintendent, shall be placed on the Masters salary schedule in accordance with their years of experience.

5. Master's Degree + 15

Career Technical bargaining unit members whose work experience qualifies them to teach in their assigned area, who have an Ohio Professional Career Technical Certificate/License and having obtained a Bachelors Degree plus (15) fifteen graduate semester hours after initial hire in a related field of study as determined only by the Superintendent, shall be placed on the Masters +15 salary schedule in accordance with their years of experience.

B. Credit for Non-Educational Employment Experience

1. At the time of employment, credit for recent non-educational employment in the occupational area may be granted toward placement on the teacher's salary schedule. The type and length of the experience and its direct relationship to the area taught will determine the credit.
2. In order to verify non-educational employment, the teacher must submit on company stationery letters from each employer. The letters must designate the date of employment, job classification, and description of the job performed. If self-employment is to be considered the teacher must submit three (3) references from persons who can attest to his/her performance in the designated occupation.

C. Guidelines to be followed:

1. The first four- (4) years of related non-educational experience places the teacher on Bachelor's column experience Step O. Credit for non-educational employment, training, and/or military service is not to exceed nine (9) years. No employee shall receive more than one-year credit for any calendar year of experience, training, or military service.
 2. Non-degree teachers hired to teach career technical education programs should have their job experience and training evaluated by the Superintendent who will recommend to the Board of Education the initial placement of teachers on the teacher's salary schedule.
- C. A person who obtained a provisional career technical certificate with less than a bachelor's degree will be considered to have a master's degree level of teacher preparation upon completion of a bachelor's degree and the receipt of an Ohio Professional Career Technical Certificate/License

7.03 STRS "PICK-UP" BY SALARY REDUCTION

- A. The Meigs Local Board of Education will initiate a salary reduction "pick-up" of State Teacher's Retirement System contribution for all certified members of the bargaining unit as a condition of employment.
- B. The Treasurer of the Meigs Local School District will contribute to STRS, in addition to the Board's required employer contribution, an amount equal to each certificated employee's contribution to STRS in lieu of payment to such employee. Such amount contributed by the Board on behalf of the certificated employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such certificated employee.
- C. The Treasurer of the Meigs Local School District will prepare and distribute an addendum to each certificated employee's contract. Each certificated employee must sign his/her addended contract to cause this article to become effective. The addended contracts will state (1) that the employee's contract is being restated as consisting of (a) a cash salary component and (b) a "pick-up" component, which is equal to the amount of the employee contribution being picked-up by the Board on behalf of the employee; (2) that the Board will contribute to STRS an amount equal to the employee's required contribution to STRS for the account of each certificated employee using the salary reduction procedure cited above; and (3) that sick leave, severance, vacation, supplemental and extended service pay, and other benefits which are indexed to or otherwise determinable by reference to the employee's rate of pay shall be calculated upon both the cash salary component and "pick-up" component of the employee's restated salary.
- D. The STRS "pick-up" by salary reduction procedure shall apply uniformly to all unit members and no unit member covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the Board "pick-up".
- E. All subsequent teacher contracts and salary notices for those affected by the article will conform to the particulars of this article.

7.04 SUPPLEMENTAL SALARY SCHEDULE

35%
Athletic Director

20%
Varsity Football
Varsity Girls Basketball
Varsity Boys Basketball

12%
Varsity Softball
Varsity Baseball
Varsity Volleyball
Varsity Wrestling
Varsity Track
Assistant Varsity Football (5)
Assistant Varsity Girls Basketball
Assistant Varsity Boys Basketball
Reserve Boys Basketball
Reserve Girls Basketball
HS Cheerleader Advisor
Assistant HS Instrumental Music

10%
Varsity Boys Golf
Varsity Cross Country
Varsity Girls Golf
Varsity Boys Golf
HS Yearbook Advisor
MS Football (4)
Student Website/Webpage Designer

8%
Freshman Basketball
MS Basketball (Boys - 2)
MS Basketball (Girls - 2)
Assistant Volleyball (2)
Assistant Baseball (2)
Assistant Softball (2)
Assistant Track (2)
MS Volleyball (7 th and 8 th Grade)
Lead Mentor
LPDC Members

8% Continued
MS Volleyball (7 th and 8 th Grade)
Junior Class Advisor
8th Grade Class Advisor
TAG Coordinator
MS Track
MS Golf
MS Wrestling

7%
Quiz Team Advisor
Assistant MS Track
Assistant MS Volleyball

6%
MS Cheerleading Advisor
MS Cross Country

5%
Dramatics
High School Newspaper
Middle School Yearbook
Elementary Yearbook
High School Student Council
Mentor Teacher
National Honor Society

4%
Middle School Newspaper
Freshman Football (if enough for a team)
Sophomore Class Advisor
Freshman Class Advisor
Senior Class Advisor
Reserve Football (2)

3.5%
Elementary Archery Trainer
Model UN Coordinator

3%
Spanish National Honor Society

Flat Rates	
CTE Lead Instructor (to organize, arrange, oversee all Skills USA competitions)	\$1,000
Skills USA (overnight stays for competitions)	\$200

Note: Funding for all CTE relative procedures will be revisited each year dependent upon Perkins funding.

B. Any new positions created will be discussed with the MLTA President prior to placement on the supplemental salary schedule. The new position and assigned comparable salaries will then become a part of this negotiated contract.

- C. A coach without an assistant coach as designated herein shall be paid the assistant's coach's salary in addition to his/her coaching salary.
- D. All supplemental contracts shall expire and be considered automatically non-renewed without further procedure or action by the Board in late spring of the school year. Applicants that apply for supplemental positions should be qualified to perform the duties of the supplemental.
- E. Extended Days

	<u>Days Before/After School</u>	
1. High School Guidance Counselor (2)	20	20
2. Middle School Guidance Counselor (1)	20	20
3. VO-AG Instructor (1)	10	10
4. VO-AG Instructor (1)	10	5
5. Librarian (4)	0	5
6. Tech Integ Teacher (1)	5	5

7.05 PAY DATES

A. Annual Salary

The annual salary shall be paid in twenty-four (24) equal installments (the 5th and 20th of each month). For the 2021-2022 contractual year only, there will be twenty-five (25) pay installments.

B. Supplemental Salary

Supplemental paychecks will be paid by the Treasurer in either twenty-four (24) equal installments (except for the 2021-2022 contractual year when there will be twenty-five (25) pay installments) as set forth in Paragraph A above, or in one lump sum settlement at the time of completion of the duties set forth in the supplemental contract, and the choice of either type payment must be made at the time of signing the supplemental contract.

- C. Effective October 1, 2017, all bargaining unit members must have their paychecks direct deposited.

7.06 PAYROLL DEDUCTION AND INSURANCE NOTIFICATION

- A. Payroll deductions for Association dues will be taken from the first pay in the school year and will continue through twenty-four (24) consecutive paychecks thereafter. An amount equal to the monthly total dues deduction will be forwarded to the Association Treasurer within one (1) pay period for the first payment and not to exceed thirty (30) days thereafter. The membership chairperson shall submit a complete list of the total amount of dues to be deducted from each employee. The list will be submitted by September 1 and any adjustments will be submitted by October 15.

- B. Beginning with the 1994-95 school year bargaining unit members will be provided with continuing enrollment forms. Bargaining unit members shall enroll as continuing deduction members and such deduction shall continue from year to year thereafter without submission of additional enrollment forms.
- C. Newly hired bargaining unit members shall enroll or become fee payers within thirty (30) days of employment. The Board Treasurer shall furnish a complete list of continuing members names to the MLTA President by not later than October 15th of each year.
- D. Per Board policy, the Treasurer shall also deduct the following items upon written authorization from the bargaining unit member: Fund for Children and Public Education (FCPE), Credit Union, IRA's, Annuities, Savings Bonds, Health Insurance and Association dues from newly hired bargaining unit members. Such authorization(s) shall be deducted from consecutive paychecks commencing with the second pay period following authorization.
- E. Each member of the bargaining unit shall be provided with a statement that contains the following information: the type of insurance coverage that each member opted for and whether such coverage is to be single or family. Such information shall be provided with the annual notice of salary no later than July 1 for each teacher who holds a contract valid for the succeeding school year. Teacher(s) newly employed recalled from a reduction in staff, or leave, shall receive at the time of enrollment or re-enrollment a copy of the insurance coverage(s) and whether the coverage(s) is to be single or family. Authorization forms for changing coverage(s) and for new employees shall be provided by the Treasurer. A copy of the authorization form(s) will be signed by the employee with copies retained by the Treasurer and the employee.
- F. The Treasurer shall deduct West Virginia Income Tax for person(s) so requesting such deduction, effective January 1, 1993.
- G. Bargaining Unit Members shall be granted payroll deduction for purchase of retirement as permitted by State statute and STRS regulations.

7.07 FAIR SHARE

- A. The Meigs Local Board of Education agrees to automatic payroll deduction, as a condition of employment, of an amount equal to the total dues of the Association from the pay of all bargaining unit members who elect not to become members of the Association, or who elect not to remain members.
- B. The Treasurer of the Board shall, upon notification from the Association that member has terminated membership, commence the check-off of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual membership dues less the amount previously paid through payroll deduction.

- C. Dues rates and fair share fee rates shall be transmitted by the Association to the Treasurer of the Board for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.
- D. The Board further agrees to accompany each such transmittal with a list of names of bargaining unit members for whom all such deductions were made, the period covered, and the amounts deducted for each.
- E. Upon timely demand, non-members may appeal to the Association the payment of the fair share fee pursuant to the internal procedure adopted by the Association, or such non-members may submit such appeals as provided by law.
- F. The amount to be deducted from the pay of all non-association members shall be the total dues as paid by members of the Association, and such deductions shall continue through the remaining number of payroll periods over which Association membership dues are deducted. Such deductions shall begin the first period on or after January 15th of each year.
- G. The Association shall bear any liability and costs resulting from enforcement of this article. The Board shall not be responsible or liable for any costs incurred or for any litigation between the member(s) of the bargaining unit and the Association.
- H. The above fair share fee provision shall be an exclusive right of the Association not granted to any other employee organization seeking to represent employees in the bargaining unit represented by the Association.

7.08 SEVERANCE PAY

- A. The Board shall pay severance pay to each certificated employee who retires from employment in the Meigs Local School District or dies while an employee.
- B. Such severance pay shall be computed from said employee's current per diem rate of pay and be based on accumulated unused sick leave of that employee at the time of retirement or death provided that:
 - 1. The payment shall not exceed the total per diem rate for thirty (30) days unless:
 - a. A person has accumulated more than 120 days which in that case the following factors will be used - $1/4$ times number of days accumulated (maximum 180) = severance pay. For every ten (10) day block above the maximum, the person shall be granted a one (1) day per diem.
- C. With respect to retirement, payment under this section will be made upon evidence of an individual's retirement payment from STRS to the Meigs Local treasurer's office to be provided by the retiree. Such payments shall not, however, be made at the time of any employee's resignation from the Board of Education prior to retirement.

7.09 TEACHER TRAVEL REIMBURSEMENT

- A. Teachers who are required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day will be reimbursed for all such travel at the IRS approved rate per mile in effect as of January 1st of each fiscal year. Reimbursement will be made for all driving done between the arrival at the base school at the beginning of their work day and departure from the last location at the end of their work day, provided, however, that if the distance from the teacher's home to his/her first location or from the teacher's last location to his/her home is greater than the distance between the teacher's home and his/her base school, he/she will be reimbursed for the difference at the mileage rate specified above.
- B. If mileage pay requests are turned in by the end of the month; the Treasurer will pay same within one (1) week after approval at the next regular Board meeting.

7.10 TUITION REIMBURSEMENT

Tuition expenses incurred by bargaining unit members for additional training will be reimbursed subject to the following criteria:

- A. All coursework must receive prior approval of the LPDC.
- B. The Board shall allocate the sum of \$12,500 per year to be used for professional development.
- C. Any coursework taken must be at the graduate level, in an educational degree program that is needed for certification/licensure or renewal of certification/licensure. A letter grade of “B” or better or a “pass/satisfactory”, will be required in the course to receive reimbursement. The LPDC may approve an undergraduate level course(s) that is/are part of a graduate degree program or needed for a new area of teaching certification/licensure for reimbursement or may approve graduate courses taken for movement on the Index Columns, provided money is available. Priority will be given to those areas identified in the first sentence of this paragraph.
- D. All coursework approved shall be reimbursed for the coursework taken between July 1 to June 30 of the previous school year. Proof of payment for coursework and official transcripts must be submitted to the Local Professional Development Committee prior to August 30 for reimbursement of coursework. Payments shall be issued by September 30 of the current year. If funds are available, submission for reimbursement for prior year’s coursework will be considered for reimbursement on a pro-rated basis not to exceed the amount of the contract. No submissions for reimbursement will be accepted for coursework completed two (2) years prior.
- E. All tuition expenses for eligible courses shall be totaled and payment made as follows:
 - 1. The amount of reimbursement will be based on a per-credit amount and shall be determined by dividing the \$12,500 by the number of credit hours for which reimbursement has been applied by bargaining unit members.

2. Any reimbursement shall not exceed the actual cost to the bargaining unit member.

7.11 RETIREMENT INCENTIVE

- A. For severance purposes, years of experience for retirement purposes will be in accordance with STRS retirement rules. An individual who retires with twenty-seven (27) to thirty (30) years of experience is eligible for a retirement bonus of fifteen thousand dollars (\$15,000). An individual retiring with thirty-one (31) years of experience is eligible for a retirement bonus of fourteen thousand dollars (\$14,000). An individual retiring with thirty-three (33) years of experience is eligible for a retirement bonus of twelve thousand dollars (\$12,000). An individual retiring with thirty-four (34) years of experience is eligible for a retirement bonus of eleven thousand dollars (\$11,000).
- B. In order to qualify for the retirement bonus, the individual must file a letter with the Treasurer stating the retirement effective date and submit evidence of eligibility of retirement from STRS no later than January 1 of each contract year. Teachers who wish to utilize Article 14 of the collective bargaining agreement for rehiring retired teachers and not eligible for the retirement bonus.

ARTICLE 8 INSURANCES

8.01 INSURANCE COMMITTEE


- A. Effective August 8, 2006, the Board and the Meigs Local Teachers Association (MLTA) shall establish a Health Care Committee. The MLTA shall appoint up to five (5) representatives to serve on the Committee. The Board shall appoint up to four (4) representatives.
- B. The purpose of the Health Care Committee shall be to improve the quality of health care and lower the cost of health insurance for all enrollees of the health insurance plan. The duties of the Committee shall be to review and analyze all pertinent healthcare and health insurance information germane to the stated purpose of the Committee and to recommend changes regarding health insurance and healthcare systems. Except for 8.02(B) (see below), the Committee's area of review and counsel may include, but are not limited to the following:
 1. Review of current plan provisions and proposals for any modification in the benefit plans;
 2. Recommendation for any health insurance education programs for current and potential enrollees; and
 3. Review of any additional cost containment measures that may alter the delivery of health care services, while maintaining quality.

- C. In the event consensus cannot be reached as to plan modifications, the current plan shall remain in effect. If consensus as to plan modifications or changes occurs, the new proposal(s) shall be submitted to both sides for ratification.
- D. The Board shall provide the Committee with information on bargaining unit and district claims and experience, financial reports and other information requested by the Committee unless confidential by law. The Board will pay all reasonable costs incurred that pertain to materials and training and fulfilling the purpose of the Committee. The Committee shall determine the duration and frequency of all regular meetings and shall update the Board and the MLTA on a quarterly basis with any and all relevant information regarding the Committee's work. The Committee shall issue a recommendation to both parties by April 1 of each year.

8.02 HOSPITAL/SURGICAL INSURANCE

- A. Beginning with the 2014-2015 school year all bargaining unit members shall pay 12% of the current premium cost for group insurance except for vision, dental, and life insurance; and then 14% for the 2015-2016 school year; and 15% for the 2016-2017 school year. The Board will provide a 125 Plan in accordance with IRS regulations for all affected employees.
- B. However, the right of the Board to select the insurance carrier(s) shall remain in effect.
- C. The Board shall purchase from a carrier licensed by the State of Ohio, basic hospitalization/surgical insurance coverage which meets or exceeds the specifications as determined by the Health Care Committee as reported to the Board and Association in April 2009. Said insurance shall be provided to each member of the bargaining unit, now or hereinafter employed, and his or her eligible dependents. The full cost of such insurance and any increases thereof shall be paid by the Board, except as stated above. The effective date of coverage shall be January 1, 2010.

**Meigs Local Schools
Group Medical Plan Analysis**

 SCHWENDEMAN AGENCY INC.	Jefferson Health Plan – Alternate 1		Jefferson Health Plan – Current HDHP	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Benefits				
Annual Deductible				
Single	\$400	\$800	\$2,800	\$5,500
Family	\$800	\$1,600	\$5,600	\$11,000
Coinsurance	20%	40%	0%	20%
Out-of-Pocket Maximum (Includes Deductible in OOP)	Medical copays apply to the OOPM			
Single	\$2,000	\$3,000	\$2,800	\$10,500
Family	\$4,000	\$6,000	\$5,600	\$21,000
Lifetime Maximum	Unlimited	Unlimited	Unlimited	Unlimited
Physician Office Visit				
Primary Care	\$25 Copay	Ded. & Coins.	0% after deductible	Ded. & Coins.
Specialist	\$25 Copay	Ded. & Coins.	0% after deductible	Ded. & Coins.
Preventative	No Cost Share	Ded. & Coins.	No Cost Share	Ded. & Coins.
Hospital Services	Ded. & Coins.	Ded. & Coins.	0% after deductible	Ded. & Coins.
Emergency Services				
Urgent Care	\$40 Copay	\$40 Copay	0% after deductible	Ded. & Coins.
Emergency Room	\$150 Copay	\$150 Copay	0% after deductible	\$100 Copay
Prescription Drugs				
Retail	Separate OOP \$4,350 / \$8,700			
Tier 1	\$10	NA	0% after deductible	NA
Tier 2	\$30	NA	0% after deductible	NA
Tier 3	\$50	NA	0% after deductible	NA
Tier 4	\$100	NA	0% after deductible	NA
Mail Order	(90 Day Supply)			
Tier 1	\$20	NA	0% after deductible	NA
Tier 2	\$60	NA	0% after deductible	NA
Tier 3	\$100	NA	0% after deductible	NA
Tier 4	\$130	NA	0% after deductible	NA

8.03 HIGH-DEDUCTIBLE HEALTH PLAN (HDHP)/HEALTH SAVINGS ACCOUNT (HSA)

- A. A high-deductible health plan/health saving account will be available to bargaining unit members beginning January 1, 2018. This plan is optional, and members can switch from the HDHP/HSA to the PPO plan from year-to-year if they choose.
- B. Open enrollment will be the month of November.
- C. The Board will fund the bargaining unit members’ HSAs as follows:

Employer Premium Contribution	Monthly HSA Contribution	Annual HSA Contribution
85%	15%	\$1,436.32 (S) \$3,843.32 (F)

D. The Board will use the Home National Bank for the HSAs.

8.04 PRESCRIPTION DRUG INSURANCE

The health insurance provided in section 8.02 shall include a prescription drug card with copays as determined by the Health Care Committee as reported to the Board and Association in April 2009.

8.05 GROUP LIFE INSURANCE

The Board shall purchase from a carrier licensed by the State of Ohio, group term life insurance for each member of the bargaining unit in the amount of \$40,000.

8.06 GROUP DENTAL INSURANCE

The Board shall purchase through a carrier licensed by the State of Ohio, family Dental Insurance coverage which meets or exceeds the specifications below for each member of the bargaining unit, now or hereinafter employed, and his/her eligible dependents. The full cost of this program and any increase thereof, shall be paid by the Board.

8.07 VISION CARE INSURANCE

The Board shall purchase through a carrier licensed by the State of Ohio, vision care coverage which meets or exceeds the specifications below for each member of the bargaining unit, now or hereinafter employed, and his/her eligible dependents. The full cost of this program and any increase thereof, shall be paid by the Board.

Specifications:

Covered expenses	Benefit period
Examination	One in any 12 month period
Lenses (if required).....	One in any 12 month period
Frames (if required).....	One in any 12 month period
Maximum Benefit.....	According to schedule
Deductible	None

8.08 INSURANCE OPT-OUT

Members electing to opt-out of health care coverage shall receive \$3,000.

8.09 INSURANCE INCENTIVE

To incentivize the lowering of group insurance rates the following bonus will be awarded to every member of the bargaining unit if the targeted rate is met:

A. A rate increase of (4.99%) or lower \$250;

- B. A rate increase of (2.99%) or lower \$500;
- C. A rate increase of one percent (.99%) or lower \$1,000.

ARTICLE 9 TEACHER LEAVES

9.01 SICK LEAVE

- A. Each member of the bargaining unit shall be entitled to fifteen (15) days sick leave with pay for each year under contract which shall be credited at the rate of one and one-quarter (1 1/4) sick days per month, as authorized by ORC, Section 3319.141. Sick leave accumulation shall be unlimited.
- B. Each member of the bargaining unit shall be entitled to an advancement of five (5) days of sick leave at the beginning of each school year to be charged against sick leave the employee earns, as it is earned. Sick leave days advanced must be repaid in the same year.
- C. Employees advanced five (5) days sick leave at the beginning of the school year who, because of extended illness or otherwise, cannot repay the sick leave in the same school year with earned sick leave, will have the used but unearned sick leave days deducted from their salary.
- D. Each member of the bargaining unit shall qualify for sick leave absences with full pay, up to the total number of days accumulated. Sick leave may be used for one or all of the following reasons:
 - 1. Personal illness;
 - 2. Disability resulting from pregnancy;
 - 3. Injury;
 - 4. Exposure to contagious diseases which could be communicated to others;
 - 5. Absence due to illness, injury or death in the employee's immediate family. The immediate family is defined as husband, wife, children, mother, father, sister, brother, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, legal guardian or any member of the teacher's same household.
 - 6. Bargaining unit member(s) may use three (3) days of sick leave annually for bereavement for individuals not within the employee's immediate family as defined as in this section.
- E. Each teacher shall enter his or her leave into Kiosk in a timely manner. If medical attention was required during the period of absence, the teacher's statement shall list the name and address of the attending physician and the dates he/she was consulted.
- F. Employees shall receive an incentive bonus for the non-use of sick leave days each year.

The incentive shall be as follows: Miss zero (0) days receive \$600
Miss one (1) day receive \$500
Miss two (2) days receive \$400
Miss three (3) days receive \$100
Miss four (4) or more days receive \$0

Payment of incentive bonus shall be made annually prior to June 30th.

9.02 PERSONAL LEAVE

- A. All members of the bargaining unit will be granted pursuant to application three (3) days of personal leave per year.
- B. All personal leave requests shall be initiated by the building principal before being submitted to the central office for approval.
- C. The following apply to all personal leave requests:
 - 1. No personal leave shall be granted during the first five days of school or the last five days of school unless an emergency exists and prior approval is given by the Superintendent.
 - 2. No leave shall be granted the day before or the day after a holiday or a vacation break unless an emergency exists and prior approval is given by the Superintendent.
 - 3. Application must be made at least five (5) days in advance of the date of the anticipated leave unless an emergency exists. Emergency leave, if necessary, must be applied for upon the day the teacher returns. In an emergency situation, disapproval of the application would mean a loss of pay. An employee applying to take more than three consecutive personal leave days must make application at least thirty (30) days in advance of the dates of the anticipated leave.
 - 4. No more than four (4) members of the bargaining unit from the Elementary Building (Primary Section), four (4) members from the Elementary Building (Intermediate Section), four (4) members from the Middle School, and five (5) members from the High School shall be approved for any one day.
 - 5. Personal leave may be granted when weather conditions prohibit a teacher from reaching his/her assignment, provided the teacher notifies the principal on the day in question and submits a request for personal leave the first day back to school.
 - 6. One day of personal leave may be used as two (2) one-half days.
 - 7. An employee may carry over up to two unused personal leave days into the following year. Unused personal leave days or any increment not carried over shall be converted to one of the following: \$80 dollars per each day, prorated for fractional days, or to sick leave days. No employee may have more than five (5) personal leave days during any year. Unless the bargaining unit member notifies the Treasurer by May 31st, the days shall be converted to sick leave.

9.03 PROFESSIONAL LEAVE

- A. Subject to the approval of the Superintendent, the certified personnel of the district may attend professional conferences, seminars, workshops, or school visitations. If the attendance is approved, there shall be no deduction of pay and expenses shall be paid pursuant to this article.
- B. All requests to attend any conference, seminar, workshop, or school visitation shall be submitted directly to the Superintendent in written form setting out the activity's location, length of planned attendance, the costs as anticipated, the need for a substitute teacher, and the educational objectives of the activity. All requests for professional leave must be submitted to the Superintendent at least one week prior to the date of leave requested.
- C. A professional leave fund shall be included in the budget of the Meigs Local School District to be used by the Board for expenses of the attending person. Expenses shall be limited to the registration, mileage, and lodging if the activity is for two (2) or more days.
- D. If the funds referred to in Section C are exhausted and the written request is approved, the teacher may still attend the activity but at his/her own expense.
- E. Upon completion of such leave, a report must be submitted to the Superintendent and the Board within five (5) days stating:
 - 1. The value of the seminar, workshop, or conference as perceived by the teacher.
 - 2. How the seminar, workshop, or conference will benefit the teacher's teaching and how the teacher plans to utilize the knowledge gained in his or her classes.
 - 3. Teacher's recommendation about future attendance by other teachers to attend this type of seminar, workshop, or conference.
 - 4. Assessment of the seminar, workshop, or conference which will be made available to other teachers for improvement of their professional standing.
- F. Failure to comply with these provisions will automatically result in this leave being classified as absent with loss of full pay.

9.04 MATERNITY/PATERNITY LEAVE

- A. A member of the bargaining unit who is expecting or adopting a child may request and shall be entitled to a leave of absence without pay for maternity/paternity or child care reasons to begin at any time during pregnancy, or in the case of adoption the receipt of custody, or up to one (1) year for child care after the child is born or adopted. Such leave shall be for the remainder of the current semester and one (1) additional semester. The maximum amount of leave granted for maternity or child care leave will be two (2) school calendar semesters including the semester in which the leave becomes effective.

- B. Application for Leave - Application for maternity/paternity leave shall be filed on the Leave of Absence Form and shall contain a statement on the expected date of birth or the date of custody, the date on which the leave of absence is to commence and the term of the leave. The Board may require that the termination of such leave coincide with the end of a school year, the end of a semester, or some other point in time at which the teacher's return coincides with the needs of the Board to avoid disruption of the studies of pupils' work schedules and of other employees. This provision shall not be construed to require return while illness or disability precludes their return. In the case of a miscarriage or abortion, the bargaining unit member shall be entitled to reinstatement at the beginning of the next grading period provided the member requests reinstatement, in writing, filed with the Superintendent at least ten (10) days prior to the beginning of the next grading period. The bargaining unit member shall be entitled to the same teaching assignment held immediately prior to the leave unless shifts in pupil enrollment dictates or the job is combined or eliminated.
- C. Rights While on Leave - The bargaining unit member on maternity/paternity leave or child care leave shall be entitled to request and receive the right to continue to be covered by part and/or all insurance benefits providing the insurance company or hospital service association involved permits such continuance of coverage of the person on leave of absence and the bargaining unit member pays to the Treasurer of the Board in advance each month, the full amount of the monthly group plan premium of such coverages. Any overpayment of premium shall be refunded to the staff member upon termination of leave.

9.05. ASSAULT LEAVE

- A. An employee shall be granted assault leave in the event that said employee is absent due to physical disability resulting from an assault which occurs in the course of Board employment. In no event shall assault leave extend beyond twenty (20) working days, unless by Board approval.
- B. An application for assault leave shall be on prescribed forms supplied by the administration and shall be signed by the employee and the licensed physician of the employee.
- C. Assault leave granted under this policy by the Superintendent shall not be charged against sick leave earned, or leave granted under other leave policies adopted by the Board of Education.
- D. To qualify for assault leave, in addition to the items set forth above, the employee must file claim with the Bureau of Workmen's Compensation. All medical payments shall be applied for through the insurance carrier of the Board and if not payable then through Workmen's Compensation. If the Workmen's Compensation benefits are granted, the amount of these benefits shall be subtracted away from the assault leave benefits (per diem rate of pay) paid by the Board of Education.

- E. If an employee becomes permanently disabled due to an assault, he/she shall apply for disability retirement. If disability retirement is granted, assault leave benefits shall end on the effective date of his/her retirement.
- F. The employee agrees to discuss the advisability of filing charges against the person who assaults him/her with the administration, local police authorities, and/or prosecutor.

9.06. JURY DUTY LEAVE

- A. The Board agrees that when it becomes necessary for a teacher to accept jury duty, the teacher shall be paid the difference between his/her jury pay and his/her regular salary for the number of days involved. Such leave shall not be deducted from any other type of leave.
- B. When granted such leave, the teacher shall be replaced by a qualified substitute according to Board adopted policy.

9.07 LEAVE FOR ASSOCIATION BUSINESS

- A. The President of the MLTA or the Grievance Chairperson and the grievant shall be permitted to attend the hearings at each level of the grievance procedure without loss of pay.
- B. Professional personnel required to appear at a grievance arbitration shall be permitted, without loss of pay, to attend for the rendering of testimony at the end of which they shall return to their assigned duties. In the event that a previously called teacher is required to give additional testimony or rebuttal, he/she shall not be denied the ability to reappear.
- C. The MLTA shall notify the Superintendent and the Principal(s) affected by the teacher's absence at least three (3) school days in advance of the names of those members of the professional staff who shall be attending those proceedings and the anticipated length of time each person shall be away from their assigned duties.
- D. All professional personnel required by reason of subpoena to appear at a court hearing dealing with school business, not initiated by the teacher or the Association, shall be granted released time for the length of the hearing.

9.08 O.E.A. REPRESENTATIVE ASSEMBLIES

- A. The Board will not be responsible for expenses of delegates to any OEA Assembly. Any teacher who is elected to serve as delegate to the OEA Representative Assembly must apply in writing to the Superintendent a minimum of five (5) school days in advance for attendance.
- B. The Superintendent shall grant for each OEA Representative Assembly not to exceed two (2) meetings annually, a maximum of three (3) days each for such delegates. The Association shall pay the total cost of the salary of each substitute teacher who is substituting for a teacher attending an OEA Representative Assembly. Delegates shall have no salary deducted for attending such meetings.

- B. An Association member who is elected or appointed to the governing body of the United Teaching Profession shall be granted leave with pay to attend meetings of such body. The Association shall pay the total cost of the salary for the substitute teacher while such regular teacher is attending such meetings.

9.09 FAMILY MEDICAL LEAVE ACT

- A. A teacher, employed no less than half-time, with at least 12 months of service in the Meigs Local Schools shall be granted 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, guardian, parent of the teacher's family, or any dependent child residing in the teacher's house; and 4) the teacher's own serious health condition that keeps the teacher from performing the essential functions of his or her job in accordance with the following specifications:
 - B. The teacher 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 teacher 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. Pursuant to the Act, the employer, at its expense, may require a second medical certification by a medical provider of its choice.
 - C. While on family medical leave, the teacher 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 teacher had before beginning his or her leave. The bargaining unit member will continue to pay his or her premium share.
 - D. 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) continuing treatment by a health care provider.
 - E. A teacher on family medical leave shall not be entitled to advancement on the salary schedule for the period of absence.
 - E. Once the leave is approved by the Superintendent and the Board, it may be altered or cancelled with the approval of the Superintendent, the Board, and the applicant.
 - G. The taking of intermittent leave, leave on a reduced leave schedule and leave near the end of an academic term, shall be governed by the Act. As per Board policy, sick leave will run concurrently with FMLA leave.

9.10 CALAMITY LEAVE ASSISTANCE PROGRAM

- A. The Meigs Local School District Board of Education shall establish a Calamity Leave Assistance Program that will allow individual employees to donate up to five (5) days of sick leave to each eligible applicant. Employees with less than fifty (50) days of accumulated sick leave shall not be eligible to contribute.
- B. To qualify for the Calamity Leave Assistance Program, an employee must have experienced a personal catastrophic illness or injury or a member of the immediate family (spouse, child or parent) must have experienced a catastrophic illness or injury and the employee must have exhausted his/her sick leave. The term “catastrophic illness or injury” shall include only those illnesses or injuries which are calamitous in nature constituting a great misfortune. The Calamity Leave Assistance Program cannot be used beyond the end of the school year in which the application is made.
- C. Request for use of Calamity Leave Assistance Program will be considered on a case-by-case basis. A committee, composed of two (2) Board appointed members and two (2) Association appointed members and chaired by a mutually agreeable fifth member, will make a determination based on the following criteria.
 - 1. The employee must have experienced a personal catastrophic illness or injury or a member of the immediate family (spouse, child, or parent) must have experienced a catastrophic illness or injury that has exhausted or will exhaust the employee's sick leave.
 - 2. The total use of the Calamity Leave Assistance Program shall not exceed the current school year.
 - 3. All requests will be subject to the responses of the staff who wish to make donations to an individual approved by the committee.
 - 4. All donations of sick leave by staff members will remain confidential and should be submitted to the District Treasurer on the proper form. (See Appendix C)
 - 5. Employees requesting consideration for the Calamity Leave Assistance Program must complete the request on the proper form (See Appendix B) and submit one copy to the Superintendent and one copy to the Association President.
 - 7. Activation of the program shall require consensus of the committee.

9.12 LEAVE WITHOUT PAY

Leave must be approved by the Superintendent according to Board policy.

ARTICLE 10 EVALUATION

10.01 See Appendix D for the Ohio Teacher Evaluation System Handbook Policies, Procedures and Processes.

A. District Evaluation Committee for Teacher Evaluation

The Association and the Board agree to establish a standing joint evaluation committee for the purpose of establishing the policy, procedures, and processes, including the evaluation instrument, for the evaluation of teachers in the district and to regularly review the effectiveness of said factors for the evaluation of teachers in the district. The Committee will recommend any changes or updates to the Board and Association per ORC, educational frameworks, and Board policy.

ARTICLE 11 WORKING CONDITIONS

11.01 INDIVIDUAL RIGHTS

- A. The Board agrees that all members of the instructional staff are entitled to full rights of citizenship and will not discriminate against bargaining unit members regardless of race, creed, color, religion, sex, marital status, sexual orientation, disability, gender, genetic information, veteran status, political or union affiliation or place of origin.
- B. The Board further agrees that members of the instructional staff have the right to participate in professional or civic organizations for their personal benefit and interest so far as their participation does not prove detrimental to their effectiveness as teachers.
- C. Members of the instructional staff have the right to exercise their constitutional rights of political involvement. Members of the instructional staff will not express their personal political beliefs in the classroom.
- D. The private and personal life of any teacher is not within the appropriate concern or attention of the Board as a condition of employment or renewed employment, except as it affects his/her performance as a teacher.

11.02 TEACHER AUTHORITY

1. Student Behavior

- a. The building Administrator(s) and a committee representative of the faculty of each building shall mutually develop a student handbook in conjunction with Board Policy. (All elementary buildings will be represented by one committee and develop one handbook.) This manual shall outline the appropriate and expected student behavior while attending school in that building, including rules of student behavior and the penalties imposed for violating them. The rules of student behavior and penalties for their violation shall be provided to every student in each building, annually.
- b. The administrative staff of each building will take all appropriate measures to follow the rules and penalties agreed upon in the student handbook of their respective buildings or any developed behavior plan between teacher and administrator (as agreed upon in section e below).

- c. A teacher may exclude a pupil from one class period when in such teacher's judgment such discipline is warranted, provided the teacher verified that the pupil is under the supervision of the office or another teacher appointed by the principal, at the time of exclusion. Written reason(s) must accompany the excluded pupil. Exclusion of students for a period exceeding one class period shall be made only with the approval of the principal. Repeated pupil exclusions by a teacher may be subject to conference between the teacher and principal.
- d. Any case of assault upon a teacher shall be reported promptly to the building principal. The principal and Superintendent shall assist and support the teacher in notifying the appropriate law enforcement agency of such assault and cooperate with an investigating officer and in any hearing or other legal proceeding arising out of such assault.
- e. In the event that a particular student's behavior consistently has a negative impact on the learning environment, a teacher may request a meeting with the principal, and any affected teacher to develop a behavior plan that will be followed by all involved.

11.03 PERSONNEL FILES

- A. An official file containing the following items shall be in the office of the superintendent of schools for each bargaining unit member:
 - 1. Application for employment, including references;
 - 2. Copy of the latest contract, properly signed;
 - 3. Ohio teaching certificate;
 - 4. College transcripts and other in-service credits;
 - 5. Administrative records of conferences in accordance with Paragraph F of this article;
 - 6. Performance record to include the Principal's or Supervisor's appraisal of work and growth according to adopted evaluation procedures;
 - 7. Letters of commendation and certificates of award;
 - 8. And other documents/correspondence in accordance with this section.
- B. Each item in the file shall be dated as to its entrance therein, and as to the date when such item was made.
- E. A record will be maintained as to who examined a bargaining unit member's file and when. Upon request a bargaining unit member will be provided with a copy of any material in his/her file to be reproduced at the bargaining unit member's expense.
- F. No anonymous letter, report or communication shall be included in the bargaining unit member's personnel file.
- E. When any item other than items 1 through 4 of Section A is placed in a bargaining unit member's official personnel file, he/she will be given a copy within 10 days of placement. The bargaining unit member will have the right to attach his/her written statement within 10 days of receipt of the copy.

F. Informal notes or records about teachers maintained by Administrators shall not be included in the official file unless the Administrator uses the notes as a part of the teacher's formal evaluation. In this case, the procedure in Paragraph E above shall be followed.

G. Reprimands

1. A reprimand shall be defined as a verbal or written censure of a bargaining unit member and is not part of the formal classroom evaluation.
2. A bargaining unit member will only be reprimanded in a private meeting with his/her administrator(s). Prior to this meeting the bargaining unit member will be informed as to the purpose of the reprimand.
3. The bargaining unit member will be provided an opportunity to be accompanied by a representative of his/her choice. If the teacher is unable to secure representation for a reprimand meeting scheduled for the same day, such meeting will not take place until the teacher is given sufficient time to secure representation.
4. No disciplinary action will be taken against any teacher except for just cause.
5. A written reprimand will be removed from the teacher's personnel file three years after issuance upon written request of the employee. However, in instances of a subsequent reprimand (of the same or similar nature) such reprimands will remain in the bargaining unit member's file three (3) years after the issuance of the last reprimand. After one year has passed, reprimand(s) will be reviewed by the principal (or the superintendent, if the principal is no longer employed by the district), upon request of the employee. If the parties agree, the reprimand may be removed from the file. After two years have passed, reprimands will be reviewed by the superintendent, upon request of the employee. If the parties agree, the reprimand may be removed from the file.

11.04 SCHOOL CALENDAR

- A. A committee consisting of three (3) representatives appointed by the Superintendent and three (3) representatives appointed by the Association President shall meet in February to draw up three (3) proposed school calendars for the coming school year. The length of the school year shall not exceed 182 days. Each school employee shall vote and the calendar receiving the most votes will be recommended to the Board by the Superintendent.
- B. The calendar will be adopted by the Board no later than the May Board meeting. Changes in the school calendar will require two (2) weeks prior notice.
- C. In the event there is a need to make up days of school, the calendar committee will meet and reach agreement on when to schedule any needed make up days. The Superintendent will recommend the committee's suggestion to the Board. The Board shall not designate Saturdays as make-up days without a majority consent of the Bargaining unit.

- D. The Calendar Committee will be composed of one elementary teacher, one middle school teacher and one high school teacher (appointed by the MLTA President), the Superintendent and two (2) other administrators.

11.05 TEACHING YEAR/DAY

- A. The length of the school year shall be 182 days. Any in-service day(s) shall be part of the 182 day school year.
- B. The length of the normal school day shall not exceed 7-1/2 hours for members of the bargaining unit. All members of the bargaining unit may be assigned appropriate starting and dismissal times, provided that their total work day will be no longer than 7-1/2 consecutive hours, including the duty-free lunch period. Any exception to this must be by mutual agreement.
- C. In addition to the above day, up to a maximum of four (4) teachers per building may be assigned a total of thirty (30) minutes per day for supervision to be performed before or after school.
- D. Each month, Administration may request bargaining unit members to attend staff meetings. All meetings during that month shall not exceed sixty (60) minutes in total. There shall be a minimum two-day advance notice unless the meeting is considered to be an emergency.
- E. As has been past practice, members do not have to make up the first five (5) calamity days.
- F. Members will not be required to report to work when the Board has declared a calamity day and students are not required to report to school.

11.06 PLANNING PERIODS

- A. All full-time elementary teachers (grades K – 5) shall receive planning time of no less than 200 minutes each week. Within this 200 minutes, preparation time shall be scheduled to provide five (5) daily planning periods during each week. Each planning period shall be no less than forty (40) consecutive minutes during the student day.
- B. All full-time secondary teachers (grades 6 – 12) shall receive a minimum of one daily planning period equal in length to one regular classroom instructional period during the student day.
- C. The Board will use the general substitute list to hire substitutes for absent specialists (art, physical education, and music) at the elementary level (K–5). No elementary teachers shall be required to substitute for an absent specialist except in emergency situations.
- D. No bargaining unit member shall be required to waive his/her planning period, except when:

1. A temporary class schedule change occurs to eliminate it.
2. A calamity or emergency event occurs and affects daily school operation; or
3. A building principal is unable, after a reasonable effort, to obtain a sufficient number of substitute teachers to assume the duties of absent teachers within his/her building. This shall be done on a rotating basis.

E. Compensation for Substituting

1. Every reasonable effort will be made to secure a substitute teacher before a regular teacher is asked to serve as a substitute.
2. If it is necessary to have a regular teacher substitute during his/her conference/planning period, it shall be done on an equitable rotation and each teacher who substitutes shall be paid at the rate of \$20.00 per class period. The time slip will be signed by the principal and teacher and sent to the treasurer for payment.

11.07 WORK ENVIRONMENT

- A. All buildings, grounds, materials and equipment are to be safe, clean and attractive as possible. Materials and equipment necessary for teaching should be adequate in quantity and quality and in good operative and/or functional condition.
- B. Any issues arising under this section will first be addressed through and directed to the Labor Management Committee.

11.08 COMPLAINTS AGAINST TEACHERS

If accusations are made to any administrator against any teacher, it is the responsibility of the administration to inform the teacher and, if warranted, to investigate such charges. Charges or complaints that are made anonymously shall be disregarded. It is also the administration's responsibility to protect the certified employee through the following procedural steps:

- A. The matter must first be addressed, initially, to the concerned staff member who shall discuss it promptly with the complainant and attempt to resolve the complaint by providing a reasonable explanation or taking appropriate action within his/her authority and District administrative guidelines. If appropriate, the staff member shall report the matter and whatever action may have been taken to the principal.
- B. If the complaint is not resolved at Step A., it shall be discussed by the complainant with the staff member's principal. Either the complainant, the staff member, or the administrator may request a meeting of all parties involved.

- C. If a satisfactory solution is not achieved by discussion with the principal, a written request for a conference shall be submitted to the Superintendent. This request will include:
1. the specific nature of the complaint and a brief statement of facts giving rise to it;
 2. the respect in which it is alleged that the complainant (or child of the complainant) has been affected adversely;
 3. the action which the complainant wishes taken and the reasons why it is felt that such action be taken.
- D. The Superintendent will attempt to resolve the complaint by meeting with the complainant. The Board shall be advised of the resolution.
- F. Should the matter still not be resolved, or if it is one beyond the Superintendent's authority and requires a Board decision or action, the complainant shall request, in writing, a meeting by the Board. The Board, after reviewing all material relating to the case, shall grant a hearing before the Board in Executive session.
- F. In no more than ten (10) business days following the hearing, the Board shall advise the complainant of its decision in writing. The Board's decision will be final on the matter.
- G. At each level of these meetings, the teacher may be accompanied by legal counsel and/or representation of his/her choosing.
- H. A teacher shall be notified immediately of any request(s) to view the contents of the teacher's personnel file. The person or persons requesting to see a teacher's file shall not be granted access to the file for a period of at least three (3) work days from the time of the request. The teacher may review his/her file during this time and shall be given the opportunity to be present when his/her file is viewed. Nothing in this procedure shall be construed to waive any rights conferred under ORC Chapter 1347, These procedural steps shall not be required when accusations are made in accordance with ORC 2151.421 requiring the reporting of injury and neglect of children nor in the case of an official criminal investigation.

11.09 NON-SMOKING POLICY

It is a violation of the policy of the Meigs Local School District to smoke in its school buildings.

11.10 TUITION FREE ENROLLMENT

Children of all teachers will be admitted tuition free with the same rights and responsibilities of any other open enrollment student.

11.11 INDIVIDUALIZED EDUCATIONAL PLANS

- A. The Writing and Development of "Individualized Educational Plans," in conformity with the intent of the regulations and standards adopted for the implementation of state and federal rules and regulations, no employee shall be evaluated solely based on his/her writing, development, or student attainment of the goals outlined in any Individualized Educational Plans.
- B. Released Time for Testing, Observation, and Development of Individualized Educational Plans.
 - 1. Upon approval of the Superintendent, special education teachers will be granted reasonable release time with substitutes to conduct necessary testing and writing of IEPs and/or duties in accordance with state and federal mandates.
 - a. To perform required assessment, observation and/or development of an Individualized Education Plan for a student who has been referred for special education services.
 - b. To do pre-testing, post-testing, and development and writing of Individualized Education Plans, and performing related duties.

11.12 DRESS CODE

- A. Hats, bandannas, head coverings of any kind are not to be worn in school. (This does not apply to members who must wear head coverings for safety and/or cleanliness purpose, i.e., labs, vocational areas, etc.)
- B. No items, apparel, or tattoos may be worn which display ads or promotions for alcoholic beverages, tobacco, any drug, gang, cult or group that advocates violence or use of force against any institution, individual, racial or ethnic or cultural group. This includes symbols and pictures communicating sexual messages--explicit or implied.
- C. Shirts must have sleeves or be tight fitted to the underarm and not excessively low cut. No shirts or blouses that expose midriff or excessive cleavage. No muscle shirts, halters or spaghetti straps.
- D. No transparent garments, open mesh garments, garments with large open sides may be worn without an under liner.
- E. No shorts, skorts, dresses, or mini-skirts that end above mid-thigh (half the distance between knee and the inseam of pants).
- F. Clothing should be worn as designed; no pajamas, yoga pants or sweatpants (Note: sweatpants may be worn by physical education teachers).
- G. Leggings/tights should be covered by a dress, skirt, shorts etc.

H. Lower garments are to be worn at waist level, and undergarments are not to be exposed.

I. All inappropriately torn, tattered, or shredded clothing is not to be worn.

ARTICLE 12 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

12.01 PURPOSE

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

12.02 COMMITTEE MEMBERS

A. The LPDC shall consist of four (4) teachers appointed by the Association President and three (3) members appointed by the Superintendent. One of the Superintendent's appointees will be a Principal employed by the district.

B. Appointments shall be for two (2) years with half of the committee members being appointed every other year. For the purpose of accomplishing this, the first year, two (2) Association appointed members and one (1) Superintendent appointed member may serve for one (1) year; the remaining members of the committee may serve for two (2) years.

1. Appointments shall be made on or before May 1st.

2. The appointments shall be made by each party outlined above, notifying the other of those appointed.

3. In the event of a vacancy, the committee members shall be replaced in accordance with "A." above. An appointed teacher will be removed from the LPDC by the action of the Association President if no longer a member of the MLTA. Members may be re-appointed.

12.03 MEETINGS

A. This committee may meet monthly.

1. The committee may also be convened by the request of two sitting members.

2. Committee members shall be provided a supplemental contract for 8% of the BA-0 Step on the Salary Schedule.

3. Decisions of the LPDC will be made by consensus of the committee members present. A quorum of five (5) members is necessary to conduct business.

4. The committee minutes shall be prepared and maintained in compliance with the laws governing the operation of committees of public bodies.

12.04 TRAINING AND PREPARATION

- A. Members of the LPDC shall be provided the opportunity to attend training on and to make presentations related to training on the purpose, responsibilities, functioning, and legal requirements of the LPDC. The requirements of Article 9.03 E, Professional Leave shall not apply to members of the LPDC Committee.
- B. Training will be provided at no cost to the committee members or loss of pay. All costs of training, including all registration costs, travel, meals, accommodations and mileage, will be borne by the Board of Education.
- C. LPDC training for committee members shall constitute appropriate "equivalent activities" for the purpose of the committee members' own individual development plans, if they so decide.

12.05 APPEAL PROCEDURE

Any appeal of an LPDC decision must be made according to the following procedure:

- A. Reconsideration: If any educator disagrees with an LPDC decision, the educator will be given the opportunity to meet personally with the LPDC to discuss the IPDP and to discuss his/her case.
- B. If, after the reconsideration process has taken place, the LPDC and the educator are still unable to come to agreement, a third party panel will review the decision. The third party panel will consist of one licensed educator selected by the LPDC; one licensed educator selected by the educator; and one licensed educator agreed upon by the two. These three individuals then function as a panel to review the LPDC decision and either uphold it or overturn it. Members of the LPDC will not be members of a third party panel.
- C. Records will be kept at the Board office. Access to records will be subject to current policies and agreements regarding personnel records.
- D. LPDC members will not be permitted to review their own IPDP. They will abstain from the review and voting.
- E. During the first teacher day assembly, the LPDC committee shall be introduced and shall present an outline of its procedures and processes.

ARTICLE 13 MASTER TEACHER COMMITTEE

13.01 ESTABLISHMENT OF A MASTER TEACHER COMMITTEE

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

13.02 SELECTION OF THE MASTER TEACHER COMMITTEE MEMBERS

The Master Teacher Committee shall be comprised of a majority of practicing teachers.

The Committee shall be comprised of at least five (5) members as follows:

Three (3) teachers appointed by the Association. There shall be one (1) teacher at each education level (high school, middle school, elementary) and two (2) administrators holding administrator licenses as appointed by the Superintendent.

13.03 MASTER TEACHER COMMITTEE OPERATIONAL PROCEDURES

The Master Teacher Committee shall determine the time, location and number of committee meetings.

The Master Teacher 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 local association members, and the appeal procedure.

13.04 TERM OF OFFICE

The Association shall determine the length of the term of office for the local association member serving on the Master Teacher Committee.

The term of office for the Master Teacher Committee shall be two (2) years.

The term of office for the Master Teacher Committee shall be staggered.

The Association shall determine the process for removing a teacher member from office.

13.05 EMPLOYEE PROTECTION

Under no circumstances is the involvement in the activities of the Master Teacher Committee to be used for adverse employment decisions by the employer.

Nothing in the Master Teacher Committee process shall have an adverse impact on the educator's performance evaluation as established in the Collective Bargaining Agreement.

In the event of an in-term vacancy or removal, the teacher member shall be replaced by the Association.

13.06 TRAINING AND COMPENSATION

The Master Teacher Committee members shall be provided on-going training by the employer to ensure consistent application of the Master Teacher criteria as approved by the Superintendent.

The Master Teacher Committee members shall be compensated at three percent (3%) of the Teacher BA-0 level in order to perform their Master Teacher Committee duties.

The Master Teacher Committee shall be provided with release time for professional development pertaining to Master Teacher Committee duties.

13.07 FACILITY, EQUIPMENT AND SUPPORT SERVICES

The Master Teacher Committee shall be provided with an adequate and secure space for the safe and secure storage of records, files and other work and materials requiring storage and/or file space.

The Master Teacher Committee shall be provided with the equipment, paper and other materials necessary to perform its duties, as specified in the Master Teacher Operating Procedures.

The Master Teacher Committee shall be provided with secretarial support and any other support services necessary.

13.08 MASTER TEACHER COMMITTEE APPEALS PROCEDURE

The Master Teacher Committee shall determine its own appeals procedure.

The Master Teacher Committee appeals procedure is not subject to the grievance/arbitration procedure outlined in the Collective Bargaining Agreement.

NOTE: Issues for appeal are limited to procedural matters in Master Teacher Committee appeals process (i.e., did the Committee abide by its procedures in reviewing evidence and rendering judgment according to the criteria and standards?).

ARTICLE 14 REHIRING RETIRED TEACHERS

14.01 Teacher retirement followed by reemployment with the Board of Education assumes that both the Board and the teacher will benefit. The Board will gain through savings, reduced salary, and the professional expertise of the teacher. The teacher will gain through receipt of salary and retirement benefits. In order to clarify certain areas of this relationship (reemployment of retired teachers) the following provisions will apply.

14.02 Any current bargaining unit member eligible to retire under STRS and wishing to continue teaching in their same position as a rehired retiree, may do so by written notification to the Superintendent prior to April 1.

14.03 For the purposes of transfer, involuntary transfer, reassignment or a Reduction in Force the upcoming retired/rehired teacher's seniority will remain in effect through the end of the current school year in which they retire.

14.04 Retired teachers reemployed by the Board shall be placed on the teacher's salary schedule at their academic training level at Step 0 and advance in typical fashion from step to step based upon years of service as a reemployed retiree.

- 14.05 Retired teachers who are reemployed by the Board shall receive one-year limited contracts of employment. Such contracts shall automatically terminate at the end of each school year without further action, notice or procedure by the School District. Continued employment from contract to contract will be solely at the discretion of the Board. A retired teacher reemployed by the Board shall be ineligible for a continuing contract of employment, regardless of years of service with the District.
- 14.06 Retired teachers who are reemployed by the Board shall be eligible for supplemental contracts at the sole discretion of the Board.
- 14.07 Retired teachers reemployed by the Board shall receive sick leave and personal leave in accordance with the negotiated agreement. Retired teachers reemployed by the Board shall not be eligible for sabbatical leave. Retired teachers reemployed by the Board are eligible for benefits of professional meetings, in-service meetings, association leave and FMLA. In no event shall leave extend beyond the retiree's employment contract term. Retired teachers reemployed by the Board are not eligible to receive tuition reimbursement. A retired teacher reemployed by the Board cannot receive severance pay from the District.
- 14.08 Retired teachers reemployed by the Board shall have zero seniority in the bargaining unit and shall not accumulate seniority for any purpose. Retired teachers reemployed by the Board shall have no right to displace or bump, nor any right of recall in the event of a reduction in force.
- 14.09 The evaluation procedures required of regular teachers under this contract shall apply to retired teachers reemployed by the Board in terms of process of evaluation. A minimum of one evaluation per year is required but the failure to evaluate or to follow negotiated or statutory practice or procedures shall not be a basis for automatic reemployment of a retiree.
- 14.10 Retired teachers reemployed by the Board shall receive medical benefits under the same provision as other bargaining unit members.
- 14.11 The parties agree that to the extent the provisions of this article conflict with or contradict Master Agreement language and/or state law, specifically including, but not necessarily limited to, Ohio Revised Code Sections 3317.13, 3317.14, 3319.07, 3319.08, 3319.09, 3319.11, 3319.111, 3319.15, 3319.16 (except where 3319.16 concerns mid-contract termination of the one-year limited contract of a rehired retiree) and 3319.17, the terms of this article will prevail and will be applied to retired teachers reemployed by the Board.

ARTICLE 15 ACADEMIC DISTRESS COMMISSION

- A. ORC 3302.10 will have no effect on any provision of this contract unless the district would meet requirements of state law for the Superintendent of Public Instruction to establish an Academic Distress Commission for the district and until the Superintendent of Public Instruction notifies the district that the district is subject to the provision of ORC 3302.10. Should the district enter into academic distress, the intent of the parties is to emerge from said distress with this Agreement intact.

B. The Association and its members reserve all rights to challenge the constitutionality of ORC 3301.10, either on its face or as applied. The Association and its members also reserve the right to challenge any construction or implementation of ORC 3301.10 or its provisions by the Board, any Academic Distress Commission, any Chief Executive Officer, or any other person or entity. The Association and its members also reserve the right to challenge any action or failure to act by the Board, any Academic Distress Commission, any Chief Executive Officer, or any other person or entity, with respect to the provisions of ORC 3301.10.


ARTICLE 16 DURATION OF CONTRACT

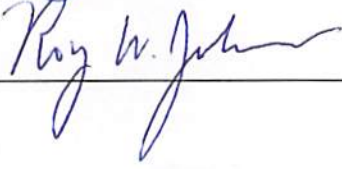
16.01 This Agreement shall be effective from July 1, 2017, to June 30, 2020, both dates inclusive and shall continue in effect from year to year thereafter until either party notifies the other in writing of its desire to terminate or modify this agreement. Upon notification of the desire of either party to so terminate and/or modify any or all provisions shall expire at the termination of this agreement or the anniversary date thereof.

16.02 This agreement is entered into between the Meigs Local Board of Education, hereinafter referred to as the "Board", and the Meigs Local Teachers' Association, hereinafter referred to as the "Association", on July 14, 2021.

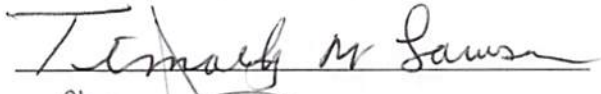
Signed and entered into this 27 day of October, 2021.


FOR THE BOARD:





FOR THE ASSOCIATION:





**Meigs Local School District
Certified Staff Salary Schedule
2021-2022 School Year
Effective July 1, 2021**

Step	BA	5 YR BA+15	BA+30	MA	MA+15
0	\$35,796.89	\$38,481.66	\$39,197.60	\$41,166.43	\$42,956.27
1	\$37,264.57	\$40,110.42	\$40,897.95	\$42,956.27	\$44,781.91
2	\$38,732.24	\$41,739.18	\$42,598.30	\$44,746.12	\$46,607.56
3	\$40,199.91	\$43,367.94	\$44,298.66	\$46,535.96	\$48,433.20
4	\$41,667.58	\$44,996.70	\$45,999.01	\$48,325.81	\$50,258.84
5	\$43,135.26	\$46,625.45	\$47,699.36	\$50,115.65	\$52,084.84
6	\$44,602.93	\$48,254.21	\$49,399.71	\$51,905.50	\$53,910.12
7	\$46,070.60	\$49,882.97	\$51,100.07	\$53,695.34	\$55,735.76
8	\$47,538.27	\$51,511.73	\$52,800.42	\$55,485.19	\$57,561.40
9	\$49,005.95	\$53,140.49	\$54,500.77	\$57,275.03	\$59,387.05
10	\$50,473.62	\$54,769.25	\$56,201.12	\$59,064.87	\$61,212.69
11	\$51,941.29	\$56,398.01	\$57,901.48	\$60,854.72	\$63,038.33
12	\$53,408.97	\$58,026.76	\$59,601.83	\$62,644.56	\$64,863.97
15	\$54,876.64	\$59,655.52	\$61,302.18	\$64,434.41	\$66,689.61
20	\$56,344.31	\$61,284.28	\$63,002.53	\$66,224.25	\$68,515.25
25	\$57,811.98	\$62,913.04	\$64,702.89	\$68,014.10	\$70,340.90
28	\$58,348.94	\$63,628.98	\$65,597.81	\$69,088.00	\$71,593.79

**Meigs Local School District
 Certified Staff Salary Schedule
 2022-2023 School Year
 Effective July 1, 2022**

Step	BA	5 YR BA+15	BA+30	MA	MA+15
0	\$37,228.77	\$40,020.93	\$40,765.50	\$42,813.09	\$44,674.52
1	\$38,755.15	\$41,714.84	\$42,533.87	\$44,674.52	\$46,573.19
2	\$40,281.53	\$43,408.75	\$44,302.24	\$46,535.96	\$48,471.86
3	\$41,807.91	\$45,102.65	\$46,070.60	\$48,397.40	\$50,370.53
4	\$43,334.29	\$46,796.56	\$47,838.97	\$50,258.84	\$52,269.19
5	\$44,860.67	\$48,490.47	\$49,607.34	\$52,120.28	\$54,167.86
6	\$46,387.05	\$50,184.38	\$51,375.70	\$53,981.72	\$56,066.53
7	\$47,913.43	\$51,879.29	\$53,144.07	\$55,843.16	\$57,795.19
8	\$49,439.81	\$53,572.20	\$54,912.44	\$57,704.59	\$59,863.86
9	\$50,966.19	\$55,266.11	\$56,680.80	\$59,566.03	\$61,762.53
10	\$52,492.57	\$56,960.02	\$58,448.17	\$61,427.47	\$63,661.20
11	\$54,018.95	\$58,653.93	\$60,217.54	\$63,288.91	\$65,559.86
12	\$55,545.32	\$60,347.84	\$61,985.90	\$65,150.35	\$67,458.53
15	\$57,071.70	\$62,041.75	\$63,754.27	\$67,011.79	\$69,357.20
20	\$58,598.08	\$63,735.65	\$65,522.64	\$68,873.22	\$71,255.87
25	\$60,124.46	\$65,429.56	\$67,291.00	\$70,734.66	\$73,154.53
28	\$60,682.90	\$66,174.14	\$68,221.72	\$71,851.53	\$74,457.54

**Meigs Local School District
 Certified Staff Salary Schedule
 2023-2024 School Year
 Effective July 1, 2023**

Step	BA	5 YR BA+15	BA+30	MA	MA+15
0	\$38,717.92	\$41,621.76	\$42,396.12	\$44,525.61	\$46,461.50
1	\$40,305.35	\$43,383.43	\$44,235.22	\$46,461.50	\$48,436.12
2	\$41,892.79	\$45,145.09	\$46,074.32	\$48,397.40	\$50,410.73
3	\$43,480.22	\$46,906.76	\$47,913.43	\$50,333.30	\$52,385.35
4	\$45,067.66	\$48,668.43	\$49,752.53	\$52,269.19	\$54,359.96
5	\$46,655.09	\$50,430.09	\$51,591.63	\$54,205.09	\$56,334.57
6	\$48,242.53	\$52,191.76	\$53,430.73	\$56,140.98	\$58,309.19
7	\$49,829.96	\$53,953.42	\$55,269.83	\$58,076.88	\$60,283.80
8	\$51,417.40	\$55,715.09	\$57,108.93	\$60,012.78	\$62,258.42
9	\$53,004.83	\$57,476.75	\$58,948.03	\$61,948.67	\$64,233.03
10	\$54,592.27	\$59,238.42	\$60,787.13	\$63,884.57	\$66,207.64
11	\$56,179.70	\$61,000.08	\$62,626.24	\$65,820.46	\$68,182.26
12	\$57,767.14	\$62,761.75	\$64,465.34	\$67,756.36	\$70,156.87
15	\$59,354.57	\$64,523.41	\$66,304.44	\$69,692.26	\$72,131.48
20	\$60,942.01	\$66,285.08	\$68,143.54	\$71,628.15	\$74,106.10
25	\$62,529.44	\$68,046.74	\$69,982.64	\$73,564.05	\$76,080.71
28	\$63,110.21	\$68,821.10	\$70,950.59	\$74,725.59	\$77,435.84

REQUEST FOR CALAMITY LEAVE ASSISTANCE

Employee's Name _____

I am requesting _____ number of days from the Calamity Leave Assistance Program.

The reason I am requesting Calamity Leave is:

- 1. I understand that my request will be considered and granted only if there are days donated by fellow employees to this Calamity Leave Assistance Program.
- 2. I understand that the number of days granted cannot exceed the number of days that have been donated.
- 3. I have read the guidelines for use of Calamity Leave Assistance Program in the Master Agreement.
- 4. I understand that I am only eligible to use the Calamity Leave Assistance Program during my current school year.

I have read all of the above statements and agree to abide by the conditions.

Date

Name of Person Making Request

(Name may be withheld on donation request form upon request of person making request for Calamity Leave Assistance. I _____ DO _____ DO NOT request that my name be withheld.)

Date

Approved By Committee

One copy of this form should be returned to the Superintendent, one copy should be sent to the District Treasurer and one copy should be sent to the Association President.

APPENDIX C

Under the provisions of the Master Agreement between the Board and the Association, the Meigs Local School District Board of Education and the Meigs Local Teachers' Association have agreed to establish a Calamity Leave Assistance Program.

The purpose of this program is to allow individual employees to donate up to a maximum of five (5) days of their accumulated sick leave to an individual who has experienced a personal catastrophic illness or injury or to an individual whose family member has experienced a catastrophic illness or injury and been approved by the Calamity Leave Assistance Committee.

GUIDELINES FOR DONATION OF SICK LEAVE

1. Anyone making a donation must have accumulated at least fifty (50) days of sick leave.
2. Sick leave will be deducted from the total accumulation of the donor.
3. Donors may donate any number of days up to a total of five (5) days to this Calamity Leave Assistance program.
4. Names of donors to the Calamity Leave Assistance Program will be kept confidential.
5. Unused Calamity Leave will be restored to donors on a pro-rated basis rounded off to the next lowest whole number at the termination of donee's usage.
6. Calamity Leave Assistance Programs will be established only to meet a specific request.

I have read the above information and agree to donate _____ days for Calamity leave assistance to _____.

Name of Employee Receiving Donation
(Name may be withheld upon request)

I currently have a total of _____ days of accumulated sick leave.

Name of Employee Making Donation

Date

Signature

This form should be returned to the Treasurer, Meigs Local Schools

MEIGS LOCAL EDUCATION ASSOCIATION

Ohio Teacher Evaluation System Handbook

Policies, Procedures and Processes

6/30/2014

This document outlines the policies and protocol for implementation of the Ohio Teacher Evaluation System as defined by the Ohio Department of Education and the Collective Bargaining Agreement between the Meigs Local Board of Education and the Meigs Local Teacher Association.

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Evaluation

Note: This article applies only to those teachers who are subject to the Ohio Teacher Evaluation System (OTES) per the requirements of sections 3319.111 and 3319.112 of the Ohio Revised Code (see Application language below). The evaluation of other personnel shall be developed by the evaluation committee, which contains representatives from positions affected, and will be closely aligned to the evaluation system that is in place for impacted personnel (with the exception of student growth measures).

Important Definitions

- A. **Electronic Teacher and Principal Evaluation System (eTPES):** The electronic system used by the district to report to ODE aggregate final summative teacher evaluation ratings.
- B. **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 or current school year are combined with the teacher performance ratings from the current school year.
- C. **Evaluation Factors:** The multiple measures that are required by law to be used in the teacher evaluation procedure. The two factors, which are weighted equally, are student growth measures at fifty percent (50%) and teacher performance at fifty percent (50%).
- D. **Evaluation Framework:** The document created and approved by the Ohio Department of Education (ODE) in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.
- E. **Evaluation Instrument:** The forms used by the teacher's evaluator.
- F. **Evaluation Procedure:** The procedural requirements set forth in this agreement to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.
- G. **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 where fifty percent (50%) of the evaluation rating is based on student growth measures as provided for in this agreement and fifty percent (50%) of the evaluation rating is based on a teacher performance rating as provided for in this agreement. Each completed evaluation will result in the assignment of one of the following evaluation ratings to the teacher: Accomplished, Skilled, Developing, or Ineffective.
- H. **Ohio Teacher Evaluation System (OTES):** The teacher evaluation system that is codified under sections 3319.111 and 3319.112 of the Ohio Revised Code.

- I. Poorly Performing Teacher: A teacher who continues to receive an overall summative rating of ineffective after receiving an ineffective rating for a period of no less than two out of the last three years, and who takes the written examinations required pursuant to section 3319.58 of the Ohio Revised Code, and who completes a remediation and/or improvement plan during the subsequent school year.
- J. Remediation Plan: A written plan which shall be collaboratively put into place with the teacher and the assigned credentialed evaluator, in order to directly address any deficiencies cited in the evidence that is gathered during walkthroughs and formal observations.
- K. Shared Attribution: The practice of assigning student(s) growth results 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.
- L. Student Growth Measure (SGM): A unit of academic growth projected for a student over specified period of time, and which has been established according to a set of procedures defined either by the value-added data system provider employed by the State of Ohio or by the school district for approved vendor assessments or locally developed student learning objectives (SLOs).
- M. Student Learning Objective (SLO): A measurable academic growth target that a teacher sets at the beginning of the course/term for all students or for subgroups of students to be achieved by completion of an established interval based upon baseline data gathered at the beginning of the course.
- N. Teacher of Record: A teacher who
 - 1. is responsible for assigning the grade to the student, and,
 - 2. is required to have the proper credentials to teach the particular subject/grade level for which he/she has been designated “teacher(s) of record”, and
 - 3. is responsible for a minimum of fifty percent (50%) of a student’s scheduled instructional time within a given subject or course.
- O. Teacher Performance: The assessment of a teacher’s performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations of a teacher’s practice (including materials and other instructional artifacts) and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may be coded as “1” indicating lowest performance to “4” indicating highest performance.
- P. Teacher-Student Data Linkage (TSDL): The process of connecting the teacher(s) of record [based upon above definition] to a student and/or defined group of students’ achievement scores for the purpose of attributing student growth to that teacher.

Purposes

A. The purposes of teacher evaluation are:

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

Application

A. The teacher evaluation procedure contained in this agreement applies to the following employees of the district:

1. Teachers working under a license issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Ohio Revised Code who spend at least fifty percent (50%) of their time providing student instruction.
2. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2003 who spend at least fifty percent (50%) of their time providing student instruction.
3. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2006 who spend at least fifty percent (50%) of their time providing student instruction.
4. Teachers working under a permit issued under 3319.301 of the Ohio Revised Code who spend at least fifty percent (50%) of their time providing student instruction.

Committees

A. District Evaluation Committee for Teacher Evaluation

The association and the board agree to establish a standing joint evaluation committee for the purpose of establishing the policy, procedures, and processes, including the evaluation instrument, for the evaluation of teachers in the district and to regularly review the effectiveness of said factors for the evaluation of teachers in the district.

1. Committee Composition

- a. The committee shall be comprised of 4 association members appointed by the association and 4 board appointed members. In addition each party may appoint up to one ad hoc non-voting member to assist and/or attend committee meetings.
- b. Committee members shall serve not less than two years.
- c. Committee members shall be representative of elementary, middle school, secondary, and specialty areas (e.g., music, art, special education) and programs (e.g., career tech) within the district.
- d. Committee members shall be paid at an agreed upon hourly rate.

2. Committee Operation

- a. The committee shall be chaired jointly by a committee member from the association and a committee member appointed by the board.
- b. Members of the committee will be offered training and professional leave for training in all aspects of OTEs, the state adopted evaluation framework, the standards for the teaching profession, teacher of record, shared attribution, and teacher-student data linkage prior to service on the committee.
- c. The committee shall establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.
- d. Committee agendas shall be developed jointly by the co-chairpersons of the committee.
- e. All decisions of the committee shall be achieved by consensus.

3. Committee Authority

- a. The committee shall be responsible for jointly developing, reviewing, and recommending the policy, procedures, and processes, including the evaluation instrument, for teacher evaluation.
- b. The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.
- c. The board and the association shall bargain during regular contract negotiations all elements of the teacher evaluation procedure that are not expressly prohibited subjects of bargaining, and these negotiations shall be satisfactorily completed prior to the implementation of the evaluation procedure or prior to any modification or amendment of same. Any agreement that is achieved through said negotiations shall be subject to ratification by both parties.

- d. The board shall amend its evaluation policy to conform to the terms of this agreement.
- e. If either party wishes to consider any change or revision to the evaluation procedure or process, including the evaluation instrument, during the term of this agreement, it shall discuss the matter with the committee. 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 agreement, then said recommendation shall be subject to ratification by the board and the association.
- f. In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to this agreement shall discuss this topic to determine whether adjustments are appropriate during the term of this agreement. The implications of changes made to the Ohio Revised Code regarding evaluation may be bargained without opening the entire negotiated agreement.

B. Student Growth Measures (SGMs) Committee

The association and the board agree to establish a standing joint committee for the sole purpose of assessing, reviewing, and approving the many facets of SGMs and providing professional development on SGMs.

1. Committee Composition

- a. The district committee shall be comprised of the 4 building subcommittees, the superintendent or his/her designee, and an administrator from each building. Each building subcommittee shall be comprised of three to six association members from the building appointed by the association president (i.e. 3 for buildings in which the majority of teachers use state value added measures to determine student growth, 3-6 for buildings in which the majority of teachers use SLO's to determine student growth). In addition each party may appoint up to one (1) ad hoc non-voting member per building to assist and/or attend committee meetings.
- b. The terms of association members on the committee shall be for a period of no less than two (2) years unless a member leaves the district, retires, requests that the association removes him/her from the committee, is no longer able to serve due to unforeseen circumstances, or is removed by action of the association.
- c. At the conclusion of the association member's term, or removal there from, the association will appoint a successor.
- d. Committee members shall be paid at an approved hourly rate.

2. Committee Operation

- a. Members of the committee will receive training on the writing of student learning objectives (SLOs), value-added (including, but not limited to, ODE SGM trainings, teacher of record, shared attribution and teacher-student data linkage) prior to beginning their work, and any other training that may become necessary for the committee. (For example: when the district approves a new vendor assessment, all committee members and the bargaining unit will be trained on the new system and SGM application).
- b. Committee agendas will be developed jointly by the co-chairs of the committee.
- c. At the initial meeting, the committee shall develop the ground rules by which the committee shall operate, review them at each meeting, and update them thereafter as needed.
- d. All decisions of the committee shall be evidence-based and achieved by consensus.
- e. The district committee will meet at least once a year to establish/review the procedure for review/approval of SLO's and any work necessary to insure a reasonable level of consistency district wide in the review/approval of SLO's.
- f. In regards to Student Learning Objectives the actual review/approval of SLO's for the teachers in each building will be completed by that building's SGM subcommittee in building subcommittee meetings.
- g. Members of the committee shall receive release time or compensation for work outside the contractual work day for committee work and training.

3. Committee Authority

- a. The SGM committee shall recommend the policies and procedures for the student growth portion of the evaluation procedures to the association and the board.
- b. The association and the board shall bargain as required in accordance with Ohio Revised Code 4117.
- c. The SGM committee shall define the five (5) levels that count towards the final summative rating of teacher effectiveness: most effective, above average, average, approaching average, least effective

C. Qualifications and Roles

1. An evaluator must be a full-time, district hired administrator who has completed a state-mandated evaluator credentialing training.
2. The person who is responsible for assessing a teacher's performance shall be:
 - a. The teacher's immediate supervisor for those teachers with an expected level of student growth or a below expected level of student growth on the student growth measure dimension of the evaluation procedure.
 - b. An evaluator selected by the teacher for those teachers with an above expected level of student growth on the student growth measure dimension of the evaluation procedure.
3. In assessing a teacher's performance, evaluators will not make judgments, or otherwise discriminate, on the basis of a teacher's age, length of service, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership, or union activism.

Orientation and Professional Development

A. Orientation of Teachers

1. Not later than September 30 of each year, or in the case of a new teacher, within thirty (30) days of the first day employed, each teacher shall be notified in writing of the name and position of his or her evaluator(s).
2. A teacher newly employed or one reassigned after the beginning of the work year shall be notified by the evaluator(s) of the evaluation procedures in effect. Such written notification shall be within two (2) weeks of the first day in a new assignment.

B. Professional Development

1. The board shall meet the requirements of ORC 3319.112(A)(8)(9) to provide professional development and sufficient financial resources to support the professional learning required by this agreement
2. The board shall provide information to all teachers on policies, procedures and processes for the procedure for all credentialed evaluators and all teachers by September 30th.
3. The board shall provide training on the teacher evaluation procedure, including recalibration of evaluation ratings annually and said training shall address the evaluation standards and rubrics, tools, processes, and methodology, including the use of student growth data.

Evaluation Structure and Procedures

A. Schedule of Evaluation

1. No teacher shall be evaluated more than once annually, said evaluation shall include a minimum of two (2) observations.
2. The evaluation shall be completed no later than the first day of May, and the teacher being evaluated shall receive a written report of the results of this evaluation, including the assigned evaluation rating, not later than the tenth day of May.
3. If the board has entered into a limited contract or an extended limited contract with a teacher pursuant to section 3319.11 of the Ohio Revised Code, the board shall perform a minimum of three formal observations during the evaluation cycle in any school year in which the board may wish to declare its intention not to re-employ a teacher pursuant to division (B), (C) (3), (D), or (E) of 3319.11.
4. Teachers on multiple-year contracts that have received an accomplished or skilled rating shall be granted the right to carry forth the rating accordingly, even during contract renewal years, and in accordance with OTES policy and language. Therefore, any teacher carrying forth a previous year's rating, and who is up for contract renewal, will require one observation, one SGM, and one walkthrough.

B. Criteria for Performance Assessment

1. A teacher's performance shall be assessed based on the Ohio Educator Standards (or comparable standards) and rubrics for teaching and the criteria set forth in the evaluation instrument, Appendix 5 to this agreement.
2. Teacher performance assessments shall be based solely on the evidence provided by the teacher, on the formal observations of the teacher by the teacher's assigned evaluator, and the walkthroughs that are set forth in this agreement.
3. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
4. No misleading, inaccurate, untimely, or undocumented information may become part of a teacher's performance assessment. All results and conclusions of performance assessments shall be documented and supported by evidence.
5. In implementing performance assessments, the district shall conduct all assessments so as to observe the legal and constitutional rights of teachers; and no teacher performance information shall be collected by video or audio devices.

C. Observations

1. Schedule of Observations

- a. A minimum of two (2) formal observations shall be conducted. A formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least three (3) weeks between formal observations. The first formal observation shall be completed by January 15 second formal observation shall be completed by April 1.
- b. Teachers shall not receive a formal observation on a day before or after the following: the administration of standardized testing; a holiday or any break from scheduled school days (excluding weekends); or any approved leave of absence of three (3) or more days.

2. Observation Conference

- a. Upon teacher request, all formal observations will be preceded by a pre-observation conference between the evaluator and the teacher within 7 working days of the observation. At the pre-observation conference teachers shall provide evidence for the work situation to be observed on the pre-observation form.
- b. A post-observation conference shall be held after each formal observation. The post observation conference shall take place within 7 working days following the formal observation.
- c. The evaluator shall provide the teacher with a written or electronic copy of all observation reports or walkthrough forms.
- d. A teacher may request a formal observation at any time in addition to those required by this procedure in agreement with building administrators consent
- e. Formal observations shall not disrupt and/or interrupt the classroom learning environment.
- f. All formal observations shall be announced.

D. Walkthroughs

1. A walkthrough is a formative assessment process that focuses on one (1) or no more than two (2) teaching components resulting in a brief written note, summary or form.
2. Walkthroughs shall consist of at least 5 consecutive minutes, but not more than 10 consecutive minutes in duration.
3. The teacher shall be provided a copy of the completed walkthrough form no later than 7 work days following the walkthrough.

4. At the request of the teacher, a formal debriefing shall occur no later than 7 work days after the walkthrough to discuss observations.
5. Walkthroughs shall not disrupt and/or interrupt the learning environment in the classroom.
6. A walkthrough may be requested by the teacher in addition to those initiated by the employer; and shall include a walkthrough form (included in the contract) to ensure that all aspects of the teacher performance are evidence based.

E. Remediation of Deficiencies Identified During Observations and Walkthroughs

1. Formal observations and walkthroughs resulting in the identification of performance deficiencies in relation to the approved standards and rubrics shall be addressed during the post-observation conference and/or the formal debriefing following a walkthrough. All 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.
2. 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 deficiencies.
3. The remediation plan, as outlined in this section, shall detail the following for teachers who are identified as ineffective on their observations.
 - a. issues within the performance rubric documented as deficient;
 - b. specific performance rubric expectations;
 - c. the allocation of financial and other resources and assistance to be provided by the district to support the remediation plan and/or professional development of the teacher;
 - d. sufficient, specific timelines, not less than six (6) weeks, to allow for the remediation of identified deficiencies; and
 - e. the provision for a trained teacher mentor/coach as appropriate, who shall be provided release time for consultations/observations with the teacher under a remediation plan.
4. If a remediation plan is developed prior to March 1, the identified deficiencies shall be reevaluated as part of the performance assessment process for the remainder of the school year. For deficiencies that are successfully remediated during the remainder of the school year, those deficiencies shall be deemed remediated.

5. Observed deficiencies regarding a teacher's failure to adhere to reasonable work rules and other documented deficiencies not noted during the formal observations or walkthroughs shall be put in writing and provided to the teacher within three (3) work days after an observed deficiency occurs. The evaluator shall provide to the teacher a written plan for remediation of said deficiencies with a clear and reasonable period of time for the teacher to evidence the required remediation.

F. Student Growth Measures (SGM)

1. When utilizing vendor assessments to construct SGMs, all related materials shall be purchased, and all affected staff shall be offered training on utilization and other considerations by October 1.
2. When utilizing SLOs to construct SGMs, the teacher shall submit the completed SLO template for approval of the SLO no later than September 30
 - a. The SGM committee shall review all submitted SLOs by October 31st.
 - b. Any SLO that is rejected by the SGM committee shall be returned to the teacher/group with specific designation of deficiencies within five working days.
 - c. The resubmission of the SLO shall occur by November 15th.
 - d. All SLOs must be approved by January 15.
3. Teachers shall administer the final assessment to determine student growth as defined in the approved SGMs by a date determined by the SGM Committee and administration.
4. Prior to submitting the SGM results to the designated evaluator, the teacher may request that the SGM Committee review the results for the sole purpose of verifying accuracy.
5. Teachers shall submit all SGM results to his/her evaluator by April 15th
6. Evaluators may conduct a final meeting with individual teachers to discuss SGM scores by April 30.

G. Criteria for SGM

1. The SGM portion of the evaluation shall be derived from Value Added Score, State approved vendor assessment or locally developed measures such as Student Learning Objectives.
2. For employment decisions, the consideration of the student growth portion of the teacher evaluation must consist of a minimum of three consecutive years of SGM data from the same grade level, subject matter, and/or age level, except in the circumstance of a voluntary transfer.

3. The annual final summative rating of teacher effectiveness shall utilize SGM data from the previous year (for Value Added) or the current year (for SLOs) in conjunction with the teacher performance rating from the current year.
4. The VA progress dimension established under section 3302.021 of the Ohio Revised Code, or an alternative student academic progress measure, if adopted by the State Board of Education, shall be used in the SGM portion of an evaluation in proportion to the part of the teacher's schedule of courses or subjects for which the VA progress dimension is applicable.
5. All SGMs shall be derived through a pre- and post-assessment process. The period of time between the pre- and post-assessments for determining student growth must be a minimum 7 weeks.
6. The scoring of SLOs shall be based on a standard scoring matrix established by the SGM committee.
7. Factors in determining SGMs for purposes of retention, promotion, layoff, and recall decisions must include, but are not limited to:
 - a. Student attendance
 - b. A teacher may elect to exclude the SGMs attributed to any student evidencing more than eighteen (18) days of excused and/or unexcused absences from the classroom.
 - c. A teacher evidencing thirty (30) consecutive days or more of excused and/or unexcused absences as defined in the negotiated agreement may elect to defer consideration of student growth measures to a subsequent year or modify the SGM expectations.
8. Changes in specific federal/state mandates - A teacher who is involuntarily transferred for any purpose to meet the mandated Third Grade Reading Guarantee or another State or ESEA mandate, shall have accumulated a minimum of three consecutive years of SGM data before any job action may be taken on the basis of the SGM data.
9. If state and/or federal mandates require a change in the existing mandated value-added and/or other mandated tests/scoring which become a portion of teacher(s) SGM scores, a minimum of three consecutive years of SGM data shall be collected under the revised mandate before any job action may be taken on the basis of the SGM data.
10. Teacher on approved leave – A teacher who has been approved for sick leave and/or the Federal Medical Leave Act for not less than thirty (30) consecutive days shall not have the SGM portion for that school year used in a Final Summative Rating of Teacher Effectiveness.

11. Teachers who has been involuntarily transferred – A teacher, who is transferred to a different position (e.g. subject, grade level) shall have an SGM score consisting of a minimum of three consecutive years of SGM data before any job action may be taken.
12. Co-teaching arrangement (e.g. Inclusion) – Teachers who have an approved co-teaching arrangement shall have a percentage of the SGM score for the individual teachers in the co-teaching arrangement based on the time each has spent with the student(s).

H. Professional Development Plan

1. Professional growth and SGM-driven improvement plans shall be developed as:
 - a. Teachers whose students evidence above expected levels of student growth shall develop a plan for continuing professional growth and may choose their credentialed evaluators for the evaluation cycle as set forth in this agreement.
 - b. Teachers whose students' evidence expected levels of student growth shall develop a professional growth plan collaboratively with the credentialed evaluators and shall have input on the selection of their credentialed evaluators for the evaluation cycle as set forth in this agreement.
 - c. Teachers whose students evidence below expected levels of student growth shall develop an SGM-driven improvement plan with their credentialed evaluators. The administration shall assign the credentialed evaluator for the evaluation cycle and approve the improvement plan as set forth in this agreement.
 - d. In the event that a teacher and evaluator are unable to agree on the evaluator's expectations for the improvement plan, the teacher may request a teacher mentor/coach or another mutually-agreed teacher of the district to facilitate further discussion between the teacher and the evaluator toward development of the improvement plan.
2. Professional growth and SGM-driven improvement plans for a school year shall be developed not later than October 15.
3. Professional growth and SGM-driven improvement plans shall describe the specific performance expectations, resources, and assistance to be provided.
3. The board shall provide for professional development, including mentoring/coaching, and for the allocation of financial resources to accelerate and continue teacher growth an improvement; and to provide support to poorly performing teachers as set forth in this agreement.

I. SGM-Driven Improvement Plans

1. An SGM-driven improvement plan is a clearly articulated assistance program for a teacher whose student growth measure rating falls below the expected level of student growth.

2. The SGM-driven improvement plan shall include:
 - a. specific performance expectations, resources, and assistance to be provided;
 - b. timelines for the completion of the plan; and
 - c. monetary, time, material, and human resources sufficient to realize the expectations set forth in the plan.

J. Mentor Teacher (Coach) for Teachers on an Improvement Plan

The district shall provide teachers under an improvement plan with a trained (for example a resident educator, or mentor assigned by the building administrator) mentor teacher (coach) who is not the credentialed evaluator. The mentor teacher shall be provided release time to allow for consultations and/or observations with the teacher.

1. Release Time

- a. Each mentor teacher shall be granted release time for direct mentoring activities. Release time shall be separate from any other release time covered under this agreement and shall be coordinated by the building administrator.

2. Protections

- a. Other than a notation to the effect that a teacher provided additional service as mentor teacher, the teacher's activities as a mentor teacher shall not be part of that staff member's evaluation.
- b. A mentor teacher shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.
- c. No mentor teacher shall be requested or directed to divulge information from the written documentation or confidential mentor/mentee discussions.
- d. 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.

K. Finalization of the Evaluation

1. Written Report

- a. Before the evaluation cycle is final, and not later than May 10, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.

2. Completion of Evaluation Cycle

- a. The summative evaluation of a teacher shall be based upon student growth measures resulting from assessments that were administered in the previous school year for Value Added Scores and the current year for other scores and performance that is assessed through evidence gathered during the walkthroughs and formal observations that are conducted for the current school year.
- b. The evaluation shall acknowledge, through the evidence gathered, the performance strengths of the teacher evaluated as well as performance deficiencies, if any.
- c. The evaluator shall note evidence of all the data used to support the conclusions reached in the formal evaluation report.
- d. The evaluation report shall be signed by the evaluator; and the evaluation report shall be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file. The teacher's signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report.
- e. The evaluation report shall be completed by May 10, signed by both parties, and filed with the superintendent.
- f. Once every three years for accomplished and once every two years for skilled the board shall evaluate each teacher assigned an evaluation rating of accomplished on the teacher's most recent evaluation conducted under this article. The biennial evaluation shall be completed by the first day of May of the applicable school year, and the teacher shall receive a written report of the results of the evaluation by the tenth day of May of that school year.
- g. Effectiveness (Effectiveness Rating) – The Superintendent shall annually file a report to the Department of Education with minimal required information.
- h. A teacher shall be given by the district one (1) copy of all information and documents obtained through the evaluation process.
- i. The district shall submit the final summative rating of teacher effectiveness to the Ohio Department of Education by May 10.

L. 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 provided to the teacher.

1. Due Process

- a. A teacher shall be entitled to association representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.

2. Personnel Action

- a. The evaluation procedure contained in this agreement shall not be used in any decision concerning the retention, promotion, removal, reduction, or recall of any teacher until two evaluation cycles have been completed and include two consecutive years of SGM data, beginning in the school year 2014-2015. Any provisions set forth by law, ORC, or ODE mandates will be implemented. Regarding promotion and retention of teachers, the highest three ratings a teacher can receive shall be deemed comparable evaluations.

Appendix

1. Evaluation Summary and Timeline

When does Evaluation of Teachers Occur?	Each Year Every Other Year for Teachers with an Accomplished Rating
How is Evidence Collected?	2 Formal Announced Observations 1 st Observation: By January 15 2 nd Observation: By April 1 Formal Observations require notification at least 5 days prior Formal Observations require Post Conferences at least 5 days after <i>For teachers on a limited contract there may be 3 observations</i> Informal Unannounced Observations and Walkthroughs (3-5 minutes) Student Growth Measure Rating (Value Added Scores or SLOs)
Student Learning Objective (if applicable) First Draft Due Date	September 30
Student Learning Objective Resubmission Due Date	November 15
Student Learning Objective Scores Due Date	April 25
Evaluation Completed	May 1
Written Copy of Evaluation to Teacher	May 10

2. Self-Assessment Summary Tool

Name _____

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

Date _____

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

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

3. 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 style="text-align: center;"><u>Annual Focus</u></p> <p style="text-align: center;">These are addressed by the evaluator as appropriate for this teacher.</p>	<p style="text-align: center;"><u>Date</u></p>	<p style="text-align: center;"><u>Areas for Professional Growth</u></p> <p style="text-align: center;">Comments during conference with teacher and evaluator are made appropriate to the needs of the teacher.</p>
<p>Goal 1: Student Achievement/Outcomes for Students</p> <p>Goal Statement:</p> <p>Evidence Indicators:</p>		
<p>Goal 2: Teacher Performance on the Ohio Standards for the Teaching Profession</p> <p>Goal Statement:</p> <p>Evidence Indicators:</p>		

Evaluator Signature

Date

Teacher Signature

Date

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

4. Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____

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

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

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

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

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

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

Improvement Plan (continued)

Section 3: Specific Plan of Action

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

Section 4: Assistance and Professional Development

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

Date for this Improvement Plan to Be Evaluated: _____

Teacher's Signature: _____

Date: _____

Evaluator's Signature: _____

Date: _____

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

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

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

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

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

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

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

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

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

5. Teacher Performance Evaluation Rubric

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

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	FOCUS FOR LEARNING (Standard 4: Instruction) <i>Sources of Evidence:</i> Pre-Conference	The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards.	The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measurable goals.	The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.	The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio standards and reflect a range of student learner needs. The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.
	Evidence				

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
	<p>ASSESSMENT DATA (Standard 3: Assessment)</p> <p><i>Sources of Evidence:</i></p> <p>Pre-Conference</p>	<p>The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans.</p> <p>The teacher does not use or only uses one measure of student performance.</p>	<p>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.</p> <p>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.</p>	<p>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.</p> <p>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.</p>	<p>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.</p> <p>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.</p>
	Evidence				

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

INSTRUCTIONAL PLANNING					
INSTRUCTIONAL PLANNING	<p>KNOWLEDGE OF STUDENTS (Standard 1: Students)</p> <p><i>Sources of Evidence:</i> Analysis of Student Data Pre-Conference</p>	<p>The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information.</p>	<p>The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.</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 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>Evidence</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'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'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'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>

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p>LESSON DELIVERY (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>A teacher's explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking.</p> <p>The teacher fails to address student confusion or frustration and does not use effective questioning techniques during the lesson. The lesson is almost entirely teacher-directed.</p>	<p>Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students' questions about content or instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion.</p> <p>The teacher re-explains topics when students show confusion, but is not always able to provide an effective alternative explanation. The teacher attempts to employ purposeful questioning techniques, but may confuse students with the phrasing or timing of questions. The lesson is primarily teacher-directed.</p>	<p>Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking.</p> <p>The teacher effectively addresses confusion by re-explaining topics when asked and ensuring understanding. The teacher employs effective, purposeful questioning techniques during instruction. The lesson is a balance of teacher-directed instruction and student-led learning.</p>	<p>Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques.</p> <p>The teacher accurately anticipates confusion by presenting information in multiple formats and clarifying content before students ask questions. The teacher develops high-level understanding through effective uses of varied levels of questions. The lesson is student-led, with the teacher in the role of facilitator.</p>
	Evidence				

Instruction and Assessment				
	Ineffective	Developing	Skilled	Accomplished
<p>DIFFERENTIATION (Standard 1: Students; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.</p>	<p>The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students though some students may not be able to access certain parts of the lesson and/or some may not be challenged.</p>	<p>The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group..</p>	<p>The teacher matches strategies, materials, and/or pacing to students' individual needs, to make learning accessible and challenging for all students in the classroom. The teacher effectively uses independent, collaborative and whole-class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.</p>
Evidence				
<p>RESOURCES (Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.</p>	<p>The teacher uses appropriate instructional materials to support learning goals, but may not meet individual students' learning styles/needs or actively engage them in learning.</p>	<p>Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.</p>	<p>Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning.</p>
Evidence				

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p align="center">CLASSROOM ENVIRONMENT (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond disrespectfully to students or ignore their questions or comments.</p> <p>There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.</p> <p>Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged.</p> <p>The teacher creates a learning environment that allows for little or no communication or engagement with families.</p> <p>Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.</p>	<p>The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses student's 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 style="text-align: center;">ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations Post-Conference</p>	<p>The teacher does not routinely use assessments to measure student mastery.</p> <p>The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion.</p> <p>The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding.</p> <p>The teacher does not provide students with feedback about their learning.</p>	<p>The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information.</p> <p>The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion</p> <p>The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students.</p> <p>Students receive occasional or limited feedback about their performance from the teacher.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, although the teacher may not be able to anticipate learning obstacles.</p> <p>The teacher checks for understanding at key moments and makes adjustments to instruction (whole-class or individual students). The teacher responds to student misunderstandings by providing additional clarification.</p> <p>The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students.</p> <p>The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, as well as examines classroom assessment results to reveal trends and patterns in individual and group progress and to anticipate learning obstacles.</p> <p>The teacher continually checks for understanding and makes adjustments accordingly (whole-class or individual students). When an explanation is not effectively leading students to understand the content, the teacher adjusts quickly and seamlessly within the lesson and uses an alternative way to explain the concept.</p> <p>By using student data from a variety of sources, the teacher appropriately adapts instructional methods and materials and paces learning activities to meet the needs of individual students as well as the whole class.</p> <p>The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and behaviors in relation to student success.</p>
	Evidence				

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

6. Teacher Performance and Student Growth Matrix

Each category's sub-scores are combined on the *lookup table to determine rating. The vertical axis of the lookup table represents student growth measures, and the horizontal axis on the table represents teacher performance. By using the lookup table, a final summative rating will be determined. See Appendix C (under development, to be added at a later date) for further information.

		Teacher Performance			
		4	3	2	1
Student Growth	Above	Accomplished	Accomplished	Skilled	Developing
	Expected	Skilled	Skilled	Developing	Developing
	Below	Developing	Developing	Ineffective	Ineffective

7. Final Summative Rating of Teacher Effectiveness

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

Check here if Improvement Plan has been recommended.

Teacher Signature _____

Date _____

Evaluator Signature _____

Date _____

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

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

8. Student Learning Objective (SLO) Template

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

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

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

Baseline and Trend Data

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

Student Population

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

Interval of Instruction

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

Standards and Content

What content will the SLO target? To what related standards is the SLO aligned?

Assessment(s)

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

Growth Target(s)

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

Rationale for Growth Target(s)

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

9. 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) <input type="checkbox"/> Draws upon trend data, if available <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 <input type="checkbox"/> Describes the student population and considers any contextual factors that may impact student growth <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 <input type="checkbox"/> Represents the big ideas or domains of the content taught during the interval of instruction <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 <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 <input type="checkbox"/> Provides a plan for combining assessments if multiple summative assessments are used <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 <input type="checkbox"/> Uses baseline or pretest data to determine appropriate growth <input type="checkbox"/> Sets developmentally appropriate targets <input type="checkbox"/> Creates tiered targets when appropriate so that all students may demonstrate growth <input type="checkbox"/> Sets ambitious yet attainable targets	<input type="checkbox"/> Demonstrates teacher knowledge of students and content <input type="checkbox"/> Explains why target is appropriate for the population <input type="checkbox"/> Addresses observed student needs <input type="checkbox"/> Uses data to identify student needs and determine appropriate growth targets <input type="checkbox"/> Explains how targets align with broader school and district goals <input type="checkbox"/> Sets rigorous expectations for students and teacher(s)

10. SLO Scoring Template

The template may be used to organize data for SLOs.

1. First, the teacher adds the name or identification number for each student into the worksheet. Additional rows may be added as needed.
2. Then, the teacher enters each student's baseline score. This may be from a combination of data points and available information such as scores on the assessment administered at the beginning of the school year or from the previous year /class if available, or other measures that help to set the baseline of the student performance.
3. Next, using their completed SLO template as a guide, the teacher enters each student's established growth target.
4. The teacher enters the final performance data for each student.
5. The teacher enters if each individual student exceeded/ met the growth target by answering yes or no.
6. Once all the relevant information has been entered in the worksheet, attainment of the students' growth targets and overall teacher rating of student growth measures on this SLO will need to be computed.

Teacher Name:		School:			
SLO Title:		Assessment Name (if available):			
Student Name	Student Number	Baseline Score	Growth Target	Final Score	Exceeds/ Meets Target? (yes/ no)

