



10-07-15  
3025-01  
15-CON-01-3025  
K32615

**MASTER AGREEMENT**

**BETWEEN THE**

**LOGAN-HOCKING LOCAL**

**BOARD OF EDUCATION**

**AND THE**

**LOGAN EDUCATION ASSOCIATION**

**SEOEA/OEA/NEA**

**September 1, 2015 – August 31, 2018**

## TABLE OF CONTENTS

<b>ARTICLE</b>	<b>TITLE</b>	<b>PAGE</b>
<b>ARTICLE I</b>	<b>RECOGNITION</b> .....	1
<b>ARTICLE II</b>	<b>NEGOTIATION PROCEDURE</b> .....	1
<b>ARTICLE III</b>	<b>INTERM BARGAINING COUNCIL</b> .....	2
<b>ARTICLE IV</b>	<b>REPRESENTATIVE ELECTIONS</b> .....	3
<b>ARTICLE V</b>	<b>EFFECTS OF CONTRACT</b> .....	3
	A. Duration of Contract .....	3
	B. Savings Clause .....	3
	C. Distribution .....	4
	D. Complete Agreement .....	4
	E. Maintenance of Standards .....	4
<b>ARTICLE VI</b>	<b>GRIEVANCE PROCEDURE</b> .....	4
	A. Definitions & Provisions.....	4
	B. Procedure .....	5
<b>ARTICLE VII</b>	<b>RIGHTS</b> .....	7
	A. Board Rights Clause .....	7
	B. Teacher Rights .....	7
	C. Association Rights .....	7
	D. Association Officers .....	8
<b>ARTICLE VIII</b>	<b>TEACHING EXPERIENCE</b> .....	9
<b>ARTICLE IX</b>	<b>CONTRACTS</b> .....	9
<b>ARTICLE X</b>	<b>TEACHER EVALUATIONS</b> .....	10
<b>ARTICLE XI</b>	<b>PROCEDURE FOR NON-RENEWAL OF A TEACHER'S LIMITED CONTRACT</b> .....	14
<b>ARTICLE XII</b>	<b>SALARY AND BENEFITS</b> .....	15
	A. Index .....	16
	B. Salary .....	17
	2015-2016 Salary Schedule and Performance Recognition.....	17
	2016-2017 Salary Schedule and Performance Recognition.....	18
	2017-2018 Salary Schedule .....	19
	C. Rehired Retirees .....	20
	D. Supplementals .....	20
	E. Insurance .....	26
	F. Reimbursement for Traveling Teachers .....	27
	G. Retirement .....	28
	H. STRS Pick-up Through Salary Reductions .....	29
	I. Tuition Reimbursement Program .....	29
	J. Payroll Deductions .....	30
	K. Event Passes .....	31
	L. Certification/Licensure Cost Reimbursement.....	31

<b>ARTICLE</b>	<b>TITLE</b>	<b>PAGE</b>
<b>ARTICLE XIII</b>	<b>LEAVE PROVISIONS</b> .....	31
	A. Association .....	31
	B. Jury Duty .....	32
	C. Military .....	32
	D. Personal .....	32
	E. Child Care (Birth of a Child/Adoption) .....	32
	F. Professional .....	33
	G. Sabbatical .....	34
	I. Assault .....	35
	H. Sick .....	35
	Verification .....	36
	Sick Leave Transfer .....	36
	Absence Report Procedure .....	36
	J. Leave of Absence .....	36
	K. Family and Medical Leave .....	37
<b>ARTICLE XIV</b>	<b>JOB SECURITY</b> .....	37
	A. Vacancies, Transfers, and Promotions .....	37
	B. Reduction in Staff .....	39
	C. Sub-Contracting .....	41
<b>ARTICLE XV</b>	<b>TERMS AND CONDITIONS</b> .....	41
	A. Length of School Year and Day .....	41
	B. Class Size .....	42
	C. Building Staff Meetings .....	44
	D. Hazardous Condition Report .....	44
	E. In-Service .....	44
	F. Fair Share Fee/Agency .....	45
	G. Non-teaching Duties .....	46
	H. Use of Special Teacher’s Time – Elementary .....	46
	I. Teaching Assignment During Planning Period .....	46
	J. Protection of Teachers, Students and Property .....	47
	K. Personnel Files .....	48
	L. Providing for Student’s Special Needs .....	48
	M. Complaints Against and Discipline of the Professional Staff .....	49
	N. Committees .....	49
	O. Tobaccoless School Buildings .....	51
	P. Audio & Video Usage .....	51
<b>ARTICLE XVI</b>	<b>FORMS</b> .....	51
<b>ARTICLE XVII</b>	<b>PRINCIPAL EVALUATION</b> .....	51
	<b>SIGNATURE PAGE</b> .....	52
	<b>APPENDIX A (District Evaluation Manual)</b> .....	53

**ARTICLE I  
RECOGNITION**

1. The Logan-Hocking Local Board of Education recognizes the Logan Education Association, affiliated with the OEA/NEA, as the sole and exclusive bargaining agent for all certified personnel under regular teaching contract, both full and part-time whether under contract, on leave, or employed by the Board to perform any work currently being performed by bargaining unit members or any similar work.
2. Non-Bargaining unit members who work less than 3 hours per day shall be paid on a pro-rated basis in accordance with XII B of the Master Contract. No other benefits shall apply.
3. The Association recognizes that Administrators hired under administrative contract, substitute teachers (being those who have taught less than 60 consecutive service days in a single assignment), home instructors, tutors (being those people hired on an hourly basis not to exceed 3 hours per day), and casual employees (being those persons employed from outside the school district for summer school and/or adult education classes) are excluded from the unit.
4. Summer school and adult education positions shall be offered to qualified bargaining unit members before employees from outside the bargaining unit are hired.

**ARTICLE II  
NEGOTIATION PROCEDURE**

1. Either the Association or the Board may initiate negotiations by letter of submission forwarded to the other party only during the month of February in the year of expiration of this contract. Within fifteen (15) working days of transmittal of said submission letter, the parties shall hold their first negotiations session. At any negotiation session, either party may be represented by no more than five (5) representatives of which no less than four (4) shall be teacher employees or Board and/or Administrators of the Logan-Hocking Local School District and one (1) consultant per team.
2. If after forty-five (45) calendar days from the first negotiation session, agreement has not been reached on all terms under negotiation, the parties shall cease to meet. Negotiations shall resume on the 30th day prior to the expiration of the within agreement. If either party calls for the services of the Federal Mediator, the other party shall join in that effort. Federal Mediation Services cannot be employed or used until the 30th day prior to the expiration of the within agreement.
3. There shall be no news releases by either party about negotiations from the commencement thereof until mediation is requested.
4. The following shall be determined at the commencement of each meeting prior to proceeding to negotiating items:

- a. The time, place and date of the next meeting.
  - b. The length of the meeting in session, however, no meetings, except impasse meetings, shall exceed two (2) hours including caucus time, unless mutually agreed upon.
  - c. The agenda for the first meeting shall be oral presentation of the full and entire written proposals of the Association and Board.
  - d. No new issues may be presented for negotiation after the first meeting.
  - e. Items being negotiated will be reduced to writing and the representatives of each side will initial agreed to items which will only indicate their teams pledge to recommend to their respective ratifying groups the items for ratification.
5. When tentative agreement on all items has been reached by both teams, the tentative agreement will be submitted to the Logan Education Association for ratification. The ratified contract must be returned to the Board by the Association within ten (10) calendar days. The Board shall take action at the next regular meeting of the Board but, in any event, within ten (10) calendar days from the date of receipt of the ratified agreement from the Association.
  6. The President of the L.E.A. shall sign on behalf of the Association and President of the Board shall sign the contract on behalf of the Board.

### **ARTICLE III INTERM BARGAINING COUNCIL**

1. 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 Administration and three (3) members appointed by the Association. The IBC will be established without delay after the effective date of this contract.
2. The IBC shall have the authority to bargain on issues covered under 4117.08 ORC provided those issues are a response to changes in or new state legislation and/or state Department of Education rules/regulations/ standards passed with an effective date on or after July 1, 1989.
3. 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.
4. Any agreement reached on an issue(s) by the IBC shall become addendums to this contract. If agreement is not reached on an issue(s) by the IBC, no changes shall be made in wages, terms and conditions of employment from those currently in existence.

**ARTICLE IV  
REPRESENTATIVE ELECTIONS**

Employees may challenge the status of the L.E.A. as their recognized bargaining agent by circulating and filing a petition requesting a representation election during the month of October preceding the expiration date of this contract. If a valid, timely petition signed by 40% of the employees in the unit is filed with the Superintendent, an election shall be held before the last day of classes in November to determine what labor organization, if any, shall represent the employees. The election shall be conducted by secret ballot under the auspices of the American Arbitration Association. The Board shall recognize the labor organization, if any, for which a majority of employees cast votes in an election conducted in accordance with this section. If there are three or more choices on the ballot and none receives a majority, a run-off election between the top two choices shall be held. If the L.E.A. is not selected as the representative, this contract shall automatically terminate at expiration date. Cost of such election shall be the responsibility of the challenging party. The challenging party must deposit a bond of \$1,500.00 with the Board of Education prior to the election date to cover all expenses.

**ARTICLE V  
EFFECTS OF CONTRACT**

**A. Duration of Contract**

1. This contract shall be effective from the 1<sup>st</sup> day of September, 2015, to the 31<sup>st</sup> day of August, 2018, both dates inclusive, and shall continue in effect from year to year thereafter, until either party shall notify the other in writing after February 1, 2018 of desire to terminate or modify this agreement.
2. For the purpose of this contract, a school year shall be defined as the time between July 1 and June 30, inclusive.
3. When notice is given, as provided above, the negotiation process shall begin in accordance with the provisions of this contract.

**B. Savings Clause**

1. If any provision of this agreement or any application thereof, is determined to be illegal by final, unappealed order of a court having jurisdiction over the parties, then the parties shall meet within 30 days to renegotiate only the provision found to be illegal.
2. The Board reserves the right and power to do everything required to comply with all laws and regulations of the State of Ohio, the United States Government or any agency and subdivision thereof, and executive orders of the President of the United States pertaining to employment and discrimination practices.

3. This contract supersedes and cancels all previous agreement and policies between the parties, oral, written, or past practices, and shall constitute the entire agreement between the parties and may be added to, deleted from, or otherwise changed only by an amendment properly signed by each party.
4. The Board shall change its personnel policies and practices as may be necessary in order to give full force and effect to this Agreement. Should there be a conflict between any lawful provision of this agreement and any such policy or practice, then the terms of this Agreement shall prevail.

### **C. Distribution**

Within thirty (30) days after this contract is signed, 450 copies of this contract shall be reproduced, with the costs to be shared equally by the parties. The Board shall distribute copies to the Board members and school administrators, and the L.E.A. shall distribute one copy to each bargaining unit member.

### **D. Complete Agreement**

The parties 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 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 Agreement constitutes the entire contract between them and settles all demands and issues on all matters submitted for negotiations for the duration of this Agreement.

### **E. Maintenance of Standards**

During this contract the Board of Education shall maintain all terms, conditions, and benefits at not less than the level in effect as of the effective date of this contract. In the event an insurance carrier changes coverage, the insurance committee shall meet as needed to discuss and resolve effects of the changes.

## **ARTICLE VI GRIEVANCE PROCEDURE**

### **A. Definitions and Provisions**

1. A grievance is a claim that there has been a violation or misapplication of any provision of this agreement.
2. A grievant is a member of the bargaining unit or the Association alleging there has been a violation or misapplication of a specific provision of the agreement. The Association may be present at the adjustment of any grievance at any level for the purpose of ensuring that the adjustment is not inconsistent with the terms of this agreement.

3. A day shall mean work days during the regular school year. During the summer months, "days" mean calendar days, excluding Saturdays, Sundays, and legal holidays.
4. Election of Remedies - A grievant shall not be denied his/her legal rights under the law provided, however, upon the filing of a complaint by the grievant or on the grievant's behalf in any court of competent jurisdiction or any administrative agency (excluding SERB), 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.
5. During the terms of this agreement, no grievant may be represented by the teacher organization other than the Logan Education Association in the grievance procedure initiated pursuant to this procedure.
6. A grievance may be withdrawn at any level without prejudice or record.
7. A grievance must cite the Article and section allegedly violated or misapplied and shall indicate the relief requested.
8. Any grievance not advanced to the next level by the grievant within the time limits provided shall be deemed withdrawn.
9. Any grievance not answered by the Administration within the time limit in that level may be appealed to the next level.
10. Grievance Records - All grievance records shall be kept separately from the employee's personnel file and shall be subject to the same rules of confidentiality as the personnel file except that written grievance resolutions and arbitration awards shall not be considered confidential.

## **B. Procedure**

### Level One – Informal

The grievant shall meet within 15 days of the occurrence of the cause for the grievance with his/her immediate supervisor in attempt to settle the grievance informally. If the grievance relates to a matter beyond the authority of the supervisor to resolve, the grievant may omit Level One and file the grievance at Level Three. Any grievance initiated at Level Three will so indicate, will indicate the reasons for filing initially at that level, and must be filed within fifteen days of the occurrence.

### Level Two – Formal

1. If the grievance is not settled in Level One, the grievant may within 10 days after completion of Level One file a written grievance. Failure to file within the time limits provided shall be deemed a waiver of the grievance.



2. The written grievance 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, to his/her Level One supervisor or the appropriate person designated by the Board or its representatives. A copy of such grievance shall be filed with the Superintendent. Within five (5) working days after the presentation of the grievance, the supervisor or designated representative shall give his/her answer in writing to the employee.

#### Level Three – Formal

If the grievance is not resolved in Level Two, the grievant or his/her Association Representative may within five (5) days of receipt of the supervisor's answer request a conference with the Superintendent or his/her designated representative. The Superintendent or his/her designated representative shall give the grievant and his/her Association representative, an answer in writing no later than five (5) days after receipt of the written grievance or conference when Level Two has been waived.

#### Level Four – Formal

1. If the grievant is not satisfied with the disposition at Level Three, he/she may request that the issues be submitted to arbitration within five (5) working days after receipt of the written notice of the action taken by the Superintendent or his/her designee.
2. The arbitrator shall be selected from a list or lists submitted by the American Arbitration Association or the Federal Mediation and Conciliation Service. If the parties cannot agree on the selection of an arbitrator, the arbitrator shall be designated by the American Arbitration Association or the Federal Mediation and Conciliation Service.
3. The arbitrator shall have no power to alter, add to, subtract from, disregard or modify any of the terms of this agreement, or to make any award which is inconsistent with the terms of the agreement or contrary to law.
4. The arbitrator shall make his/her report and recommendation to the parties. The arbitrator's decision shall be binding upon the parties.
5. The fees and expenses of the arbitrator shall be shared equally. Any other expenses resulting from the grievance shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses, except where it is agreed to that such hearing is during a witness' regular hours of employment.

## **ARTICLE VII RIGHTS**

### **A. Board Rights Clause**

Except as expressly limited by the terms of this agreement, the Board retains and reserves to itself all powers, rights, duties and responsibilities conferred upon it by the laws and Constitutions of the United States and the State of Ohio.

### **B. Teacher Rights**

#### 1. Individual Rights

- a. The Board agrees that all members of the instructional staff are entitled to all rights of citizenship regardless of race, color, creed, sex or place of origin as guaranteed by the Constitution of the United States and the State of Ohio and will abide by all laws pertaining to individual rights.
- b. The Board further agrees that the private and personal life of any teacher is not within the appropriate concern of attention of the Board as a condition of employment or renewed employment, so long as it does not interfere with the teacher's teaching performance.
- c. The Board agrees to recognize that teachers do have the right to determine his/her own mode of dress and personal appearance, so long as it does not interfere with a teacher's teaching performance.

#### 2. Equal Rights Clause

- a. The provisions of this agreement shall be applied uniformly to all teaching employees without regard to race, color, religious creed, sex or national origin.

### **C. Association Rights**

#### Association Privileges

1. The Association shall have the right to use school buildings for membership meetings, without cost, provided the Building Principal is notified, except in cases of urgent necessity, no less than twenty-four (24) hours in advance of the time and place of such meetings, and the use does not interfere with the previously scheduled use of the building. During time periods when no custodian is on duty, the Association shall pay the cost of any necessary or requested custodial cleaning and/or setting up expenses.
2. The Association shall have the non-exclusive use of any bulletin board presently located in the teacher's lounge or other non-public area.

3. The Association shall have the right to the use of the school inter-departmental mail service to the extent that such does not interfere with the school use of such service.
4. Duly authorized representatives of the Association and its affiliates may transact Association business on school property at any time before, after, or during the regular school day; provided, however, that no such business shall be conducted during duty time of the individuals involved, nor shall such Association business interfere with any other school function.
5. The Association may use school owned equipment and facilities provided that:
  - a. Such use does not interfere with normal school functions.
  - b. The cost of expendable supplies and repairs for damage caused by misuse of equipment will be the obligation of the Association.
  - c. Prior clearance for any such use is first obtained from the Building Principal, provided that no such request shall be unreasonably denied.
6. The names, addresses, phone numbers, and building assignments of all employed certificated staff members shall be supplied to the Association as this information becomes available.
7. Upon request, the Board shall provide the President of the Association with a copy of the Board agenda prior to the regular and special Board meetings and a copy of the minutes of said meetings.
8. The Association shall be provided upon request and payment of reasonable copying costs the following:
  - a. School Management Report 1 (SM1) and Report 2 (SM2)
  - b. Official Amended Certificate of Estimated Resources
  - c. Training and Experience Grid
  - d. Temporary and Permanent Appropriations
  - e. Treasurer's Monthly Report
9. December and June monthly financial statements will be made available for inspection and copying by the Association.

#### **D. Association Officers**

1. Not later than October first of each year, upon request of the Logan-Hocking Local Board of Education, the Association will provide the Board with a certified list containing the names and addresses of each officer of the Association together with the office held. The Board will be advised in writing of any changes to the list not later than ten (10) days after the effective date of change.

**ARTICLE VIII  
TEACHING EXPERIENCE**

1. A teacher in the Logan-Hocking Local School District shall receive credit for the amount of teaching experience accumulated in Ohio within a public elementary or secondary school, not to exceed ten (10) years.
2. A teacher who has teaching experience in any non-public elementary or secondary school chartered by the State Department of Education, or a public elementary or secondary school outside of the State of Ohio, shall receive credit for the amount of such teaching experience, not to exceed ten (10) years.

**ARTICLE IX  
CONTRACTS**

1. The Board shall provide each member of the instructional staff with individually written contracts in keeping with the policies of the ORC and Board adopted policies.
2. Any agreement to act as supervisor for extracurricular activities for which additional compensation is to be paid will be written in a supplemental contract.
3. In consideration of the services rendered by the teacher, the Board of Education agrees to pay said teacher a base annual salary as prescribed by the salary schedule of the Logan-Hocking Local School District.
4. During the term of this agreement, the teachers shall be employed pursuant to a school calendar requiring total days not to exceed that set forth in Article XV of this agreement.
5. In performing his/her professional duties, the teacher agrees to abide by and maintain the applicable laws, rules and regulations of the Board of Education.
6. Each teacher before signing a contract shall have been notified as to his/her duties and obligations pertaining to the State Teachers Retirement System as a condition of his/her employment, as prescribed by Section 3307.58 of the ORC.
7. Copies of the Board's policies, administrative rules and regulations affecting teachers shall be made available in the principal's office of each school building.
8. Long-term substitutes who have taught 60 consecutive days or more in a single assignment are members of the bargaining unit. In order to prevent an excess number of positions that are not needed more than one year, all long-term substitute contracts will be automatically non-renewed at the conclusion of each school year without required evaluations, without action by the Board, and without required notice by April 30.
9. Limited contracts shall be issued by the Board to the professional staff in the following progression:

- a. One year contract: upon initial employment;
  - b. One year contract: upon re-employment for the second contract;
  - c. Two year contract: upon re-employment for the third contract;
  - d. Three year contract: upon re-employment for the fourth contract;
  - e. Five year contract: upon re-employment for the fifth contract and every contract thereafter.
10. Any teacher eligible for a multi-year limited contract may be given no more than two one (1) year probationary contracts provided that such teacher is notified on or before April 30th with written reasons directed at the professional improvement of the teacher. Any teacher having been employed under one or more probationary limited contracts and is recommended for re-employment under a non-probationary limited contract will be recommended for a contract of the duration set forth in Section 9.07. The appropriate contract duration will be that which would have been awarded had the probationary limited contract or contracts not been served.
11. Teachers becoming eligible for a Continuing Contract during the term of a limited contract shall be considered for a Continuing Contract at the regular Board meeting during the month of April.
12. A teacher requesting consideration shall waive his/her right to the remainder of his/her limited and Supplemental contract. The Board of Education then shall consider the individual under 3319.11 of the ORC.
13. Any teacher who intends to request such consideration must notify the building principal, in writing, (copy to Superintendent's Office) not later than January 1 of the school year in which consideration is requested and shall have certificate in hand by April 1.

## **ARTICLE X TEACHER EVALUATIONS**

### **Definition of Terms**

Visitation - This happens spontaneously with or without notice, is relatively short term, feedback (oral or written) is given to the teacher as necessary. Feedback shall be used solely for Professional Growth and shared solely with the teacher and shall not be used as part of the evaluation.

Informal Observation (formerly Walkthrough) – An observation by a credentialed evaluator that is announced, is less than thirty (30) minutes, and is part of a teacher’s formal evaluation. During an informal evaluation, the evaluator documents specific information related to teaching and learning. Informal observations will not include videotaping or sound recordings.

Formal Observation - An observation by a credentialed evaluator for an entire class period, lesson, or a minimum of thirty (30) minutes during which the evaluator documents specific information related to teaching and learning. Formal observations will not include videotaping or sound recordings.

Pre- or Post-Conference – A meeting between the teacher and evaluator that may be requested by either party. The teacher may provide additional evidence to support his or her performance.

Evaluation - An assessment that is formed by review of Teacher Performance (Formal Observations, Informal Observations, and Professional Growth Plan) and Student Growth Measures (Value-Added Data and/or Student Learning Objectives).

- A. This provision applies ~~only~~ to the evaluation of any bargaining unit member who spends at least fifty percent (50%) of the time providing content-related student instruction. The Board of Education may adopt and implement provisions for the evaluation of services rendered under supplemental contracts.
1. The objective of the evaluation program is to improve the teaching performance, to stimulate professional growth, and to provide an accurate reflection of a teacher's job performance. The Teacher Performance Rating will be determined by using the Ohio Teacher Evaluation System (OTES).
  2. The Observation and evaluation of a teacher shall be within his/her scope of employment: Fifty-percent (50%) of the effectiveness rating will be based upon Student Growth Measures and fifty-percent (50%) of the effectiveness rating will be attributed to Teacher Performance based upon the following *Ohio Standards for the Teaching Profession*:
    - a. Understanding Student Learning and Development and Respecting the Diversity of the Students they Teach;
    - b. Understanding the Content Area for which they have Instructional Responsibility;
    - c. Understanding and Using Varied Assessment to Inform Instruction, Evaluate and Ensure Student Learning;
    - d. Planning and Delivering Effective Instruction that Advances Individual Student Learning;
    - e. Creating Learning Environments that Promote High Levels of Learning and Student Achievement;
    - f. Collaborating and Communicating with Students, Parents, Other Educators, District Administrators and the Community to Support Student Learning; and
    - g. Assuming Responsibility for Professional Growth, Performance, and Involvement.
  3. All evaluations and observations shall be reduced to writing. Formal observations shall occur within 2-5 working days after evaluator's written notification. Formal observations shall not be two days in a row and feedback shall occur before a second formal observation. Mutual agreements may be made to alter this process.
  4. A copy of the written formal observation shall be submitted to the teacher being formally observed within ten (10) working days following said observation. Upon receipt of the formal observation, the teacher shall have the right to a follow-up conference to be held within ten (10) working days.

5. Each evaluation will result in a performance rating of “Accomplished,” “Skilled,” “Developing,” or “Ineffective.” Based on the performance rating, each teacher must develop and/or comply with a professional growth or improvement plan. The Board shall allocate financial resources to support professional development in compliance with State law and the evaluation framework.

Teachers who receive a rating of “Ineffective” will be required to develop and implement an improvement plan. Building principals may require a staff member who is rated “Developing” to develop and implement a support plan in order to help provide direction and support to the teacher.

6. If the teacher objects to the formal written observation with respect to its contents, the teacher shall have the right to attach his/her comments and signature indicating receipt of the form. Prefacing the signature line for the teacher shall be the statement that this signature indicates that the teacher has read the form, but does not necessarily agree with each or any of the comments contained therein.
7. Credentialed evaluators shall conduct an evaluation of each teacher subject to this policy annually. Each evaluation shall include: 1) At least two (2) formal observations of at least thirty (30) minutes each and 2) at least two (2) classroom walkthroughs by the evaluator. No later than January 15, a copy of the written observation for the teacher’s first formal observation shall be given to the teacher and a post-conference may be held between the teacher and the evaluator. No later than May 1, a copy of the written observation for the teacher’s second formal observation shall be given to the teacher and a post-conference may be held between the teacher and the evaluator. No later than May 10, a final evaluation conference shall be held at which the teacher will be given a copy of the Final Summative Rating Form.
8. For those teachers who are on probationary contracts and/or have received a teacher performance rating of “Ineffective,” one evaluation consisting of at least three formal observations must be conducted. No later than January 15, copies of the first two written observations for the teacher’s first two formal observations shall be given to the teacher and a post-conference shall be held between the teacher and the evaluator. No later than May 1, a copy of the written observation for the teacher’s third formal observation shall be given to the teacher and a post-conference shall be held between the teacher and the evaluator. No later than May 10, a final evaluation conference shall be held at which the teacher will be given a copy of the Final Summative Rating Form.
9. For those teachers who have received a teacher performance rating of “Accomplished” on their most recent evaluation, one evaluation conducted pursuant to this policy must be conducted once every two years. No later than May 10 of the second year, a copy of the formal written evaluation for the teacher’s biennial evaluation shall be given to the teacher and a post-conference shall be held between the teacher and the evaluator. A biennial evaluation shall consist of at least two (2) formal observations and at least two (2) informal observations.

10. All evaluations must be dated and signed by the teacher and administrator no later than five (5) working days following the conference, and before they are made a part of the permanent file.
  11. When the Board or any of its administrative agents deem that a teacher's performance may be unsatisfactory and it is the intention to recommend involuntary transfer, non-renewal or termination; the appropriate administrator shall notify such teacher of his/her intent in writing. Such notification shall set forth the specific areas of alleged unsatisfactory performance, and indicate what specific guidance, assistance, or professional direction was given.
  12. No teacher shall be observed within one (1) working day before or after a holiday or break within the school calendar.
  13. Observations and Evaluations shall be conducted only by a credentialed building principal or other appropriate credentialed district administrator.
- B. This provision applies to the evaluation of bargaining unit members who spend less than 50% of the time providing content-related student instruction.
1. The objective of the evaluation program is to improve the teaching performance, to stimulate professional growth, and to provide an accurate reflection of a teacher's job performance.
  2. Teachers employed by the school district shall have a reasonable expectation of continued employment provided that their services are competent, efficient, and satisfactory.
  3. The supervision and evaluation of a teacher shall be within his/her scope of employment: A) instructional techniques, B) classroom organization and management, and C) knowledge of subject matter.
  4. All formal evaluations and observations shall be reduced to writing. Teachers shall be observed within 2-5 working days after principal's written notification. Observations shall not be two days in a row and feedback shall occur before a second observation. Mutual agreements may be made to alter this process.
  5. A copy of the written formal observation shall be submitted to the teacher being formally observed within ten (10) working days following said observation. Upon receipt of the formal observation, the teacher shall have the right to a follow-up conference to be held within ten (10) working days.
  6. If the teacher objects to the formal written observation with respect to its contents, the teacher shall have the right to attach his/her comments and signature indicating receipt of the form. Prefacing the signature line for the teacher shall be the statement that this signature indicates that the teacher has read the form, but does not necessarily agree with each or any of the comments contained herein.



7. Credentialed evaluators shall conduct an evaluation of each teacher subject to this policy at least annually. Each evaluation shall include: 1) At least two (2) formal observations of at least thirty (30) minutes each; and 2) classroom walkthroughs by the evaluator. No later than January 15, a copy of the formal written observation for the teacher's first annual observation shall be given to the teacher and a post-conference shall be held between the teacher and the evaluator. No later than May 10, a copy of the formal written observation for the teacher's second annual observation shall be given to the teacher and a post-conference shall be held between the teacher and the evaluator.
  8. For those teachers who are on probationary contracts one evaluation consisting of at least three formal observations must be conducted. No later than January 15, copies of the first two formal written observations for the teacher's first two annual observations shall be given to the teacher and a post-conference shall be held between the teacher and the evaluator. No later than May 10, a copy of the formal written observation for the teacher's third annual observation shall be given to the teacher and a post-conference shall be held between the teacher and the evaluator.
  9. Observations and Evaluations shall be conducted by a building principal or other appropriate administrator.
- C. The student growth measure component of the evaluation procedure shall not be used in any decision concerning the retention, promotion, removal, reduction, or recall of any teacher until three evaluation cycles have been completed and include three consecutive years of SGM data.

*\* See District Evaluation Manual in Appendix A.*

**ARTICLE XI  
PROCEDURE FOR NON-RENEWAL  
OF A TEACHER'S LIMITED CONTRACT**

1. Reasons for non-renewal of a teacher's contract shall be based upon the evaluation of the individual's total job performance. Reasons for non-renewal of a teacher's contract shall be given in writing to the teacher by the Superintendent as to why the Superintendent intends to recommend the teacher's contract not be renewed. After the first two years, reasons for non-renewal shall be for just cause.
2. A teacher who has been so advised shall be granted, upon request, a conference with the Superintendent. The conference shall be held within ten (10) school days of request. A decision in writing shall be rendered by the Superintendent within five (5) school days.
3. The reasons for non-renewal of the first two limited contracts given pursuant to this section shall not be challenged by utilization of the grievance procedure, provided that nothing in this subsection shall be construed as a waiver to bring any cause of action in any court of competent jurisdiction he/she might have against the Board, Board members, or any employee of the Board of Education.

4. Such teacher shall have the right to be represented by a person of his/her choice at the conference set forth in paragraph.
5. This Article shall not apply to the non-renewal of Supplemental Contracts.
6. The parties acknowledge that the foregoing non-renewal of limited contracts provisions are intended to supersede and take the place of all evaluation and nonrenewal procedures contained in the Ohio revised Code, Sections 3319.11 and 3319.111.

## **ARTICLE XII SALARY AND BENEFITS**

1. Before the salary of a teacher is determined under the provisions of this schedule, he/she shall file a certificate of transcript from the training institution certifying the number of semester or quarter hours earned, and this certificate must be filed with the Superintendent by September 15 of the school year beginning. No teacher shall be eligible to receive remuneration for teaching until he/she has filed a valid Ohio Teaching Certificate or License with the Superintendent of Schools.
2. A year of credit for teaching service must consist of at least 120 days in one continuous school year. Credit will not be given for apprenticeship or training to be used as part of one's educational requirements for receiving a degree or certification.
3. Teachers' contract salaries will be issued in twenty-four (24) pay periods beginning with the 2016-2017 school year. Employees will be paid on the fifteenth (15<sup>th</sup>) and the last day of the month. When a payday falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last business day.
4. Credits must be earned in those institutions approved by the Board of Education, and the State Board of Regents in order to be considered for placement on the salary schedule. All steps indicated above the Bachelor's Degree Level signify that the teacher has earned that number of additional credits after receiving the Bachelor's Degree.
5. Each teacher who has completed training which would qualify that teacher for a higher salary bracket pursuant to RC 3317.14 shall file by the fifteenth (15<sup>th</sup>) day of September with the Treasurer of the Board of Education satisfactory evidence of the completion of such additional training, in order to be placed at that salary level for the ensuing school year. Any teacher not meeting the September 15 deadline who subsequently earns sufficient credits to advance on the salary scale may submit satisfactory evidence of completion to the Treasurer by January 15 in order to move to a higher salary bracket for the second semester of the school year. For the purpose of placement on the salary schedule in this agreement, five (5) years of training means at least 150 semester hours or the equivalent and a Bachelor's Degree from a recognized college or university.
6. The regulations in this document regarding placement on the salary schedule for credits earned shall not be retroactive.

**A. Index**

**2015 - 2018**

<b>STEP</b>	<b>BACHELORS</b>	<b>BACHELORS +150</b>	<b>MASTERS</b>	<b>MASTERS+15</b>	<b>MASTERS+30</b>
0	1.00000	1.05000	1.10000	1.15000	1.20000
1	1.04500	1.10000	1.15500	1.20420	1.25500
2	1.09000	1.15000	1.21000	1.25830	1.31000
3	1.13500	1.20000	1.26500	1.31250	1.36500
4	1.18000	1.25000	1.32000	1.36670	1.42000
5	1.22500	1.30000	1.37500	1.42080	1.47500
6	1.27000	1.35000	1.43000	1.47500	1.53000
7	1.31500	1.40000	1.48500	1.52920	1.58500
8	1.36000	1.45000	1.54000	1.58330	1.64000
9	1.40500	1.50000	1.59500	1.63750	1.69500
10	1.45000	1.55000	1.65000	1.69170	1.75000
11	1.49500	1.60000	1.70500	1.74580	1.80500
12	1.54000	1.65000	1.76000	1.80000	1.86000
13	1.58500	1.70000	1.81500	1.85420	1.91500
20	1.63000	1.75000	1.87000	1.90840	1.97000
25	1.67500	1.80000	1.92500	1.97500	2.02500
30	1.72000	1.85000	1.98000	2.03500	2.08000

1. The index and base salary for non-degree certificated staff shall be as provided by Board policy.
2. Hours earned in excess of a Masters Degree for purposes of this schedule shall include only credit hours in the field of education earned after completion of the Masters Degree.
3. The Association and the Board agree to suspend the step increase as outlined below, with no increase on the base for a two-year period. Employees will continue to move on the salary grid for a Master Degree and Graduate Hours.

2015-2016     Reinstatement step that was frozen in 2012-2013.  
 2017-2018     Reinstatement step that was frozen in 2013-2014.

The BA-0 base salary for the 2015-2016 school year shall be \$34,437. The BA-0 base salary for the 2016-2017 school year shall be \$35,126. The BA-0 base salary for the 2017-2018 school year shall be \$35,829.

2015-2016 – 2.5%  
 2016-2017 – 2%  
 2017-2018 – 2%

**B. Salary****Salary Schedule  
2015-2016****2.5%**

<b>STEP</b>	<b>BACHELORS</b>	<b>BACHELORS + 150</b>	<b>MASTERS</b>	<b>MASTERS + 15</b>	<b>MASTERS + 30</b>
0	34,437 1.00000	36,159 1.05000	37,881 1.10000	39,603 1.15000	41,324 1.20000
1	35,987 1.04500	37,881 1.10000	39,775 1.15500	41,469 1.20420	43,218 1.25500
2	37,536 1.09000	39,603 1.15000	41,669 1.21000	43,332 1.25830	45,112 1.31000
3	39,086 1.13500	41,324 1.20000	43,563 1.26500	45,199 1.31250	47,007 1.36500
4	40,636 1.18000	43,046 1.25000	45,457 1.32000	47,065 1.36670	48,901 1.42000
5	42,185 1.22500	44,768 1.30000	47,351 1.37500	48,928 1.42080	50,795 1.47500
6	43,735 1.27000	46,490 1.35000	49,245 1.43000	50,795 1.47500	52,689 1.53000
7	45,285 1.31500	48,212 1.40000	51,139 1.48500	52,654 1.52900	54,583 1.58500
8	46,834 1.36000	49,934 1.45000	53,033 1.54000	54,524 1.58330	56,477 1.64000
9	48,384 1.40500	51,656 1.50000	54,927 1.59500	56,391 1.63750	58,371 1.69500
10	49,934 1.45000	53,377 1.55000	56,821 1.65000	58,257 1.69170	60,265 1.75000
11	51,483 1.49500	55,099 1.60000	58,715 1.70500	60,120 1.74580	62,159 1.80500
12	53,033 1.54000	56,821 1.65000	60,609 1.76000	61,987 1.80000	64,053 1.86000
13	54,583 1.58500	58,543 1.70000	62,503 1.81500	63,853 1.85420	65,947 1.91500
20	56,132 1.63000	60,265 1.75000	64,397 1.87000	65,720 1.90840	67,841 1.97000
25	57,682 1.67500	61,987 1.80000	66,291 1.92500	68,013 1.97500	69,735 2.02500
30	59,232 1.72000	63,708 1.85000	68,185 1.98000	70,079 2.03500	71,629 2.08000

**Salary Schedule  
2016-2017**

2%

<b>STEP</b>	<b>BACHELORS</b>	<b>BACHELORS + 150</b>	<b>MASTERS</b>	<b>MASTERS + 15</b>	<b>MASTERS + 30</b>
<b>0</b>	35,126 1.00000	36,882 1.05000	38,639 1.10000	40,395 1.15000	42,151 1.20000
<b>1</b>	36,707 1.04500	38,639 1.10000	40,571 1.15500	42,299 1.20420	44,083 1.25500
<b>2</b>	38,287 1.09000	40,395 1.15000	42,502 1.21000	44,199 1.25830	46,015 1.31000
<b>3</b>	39,868 1.13500	42,151 1.20000	44,434 1.26500	46,103 1.31250	47,947 1.36500
<b>4</b>	41,449 1.18000	43,908 1.25000	46,366 1.32000	48,007 1.36670	49,879 1.42000
<b>5</b>	43,029 1.22500	45,664 1.30000	48,298 1.37500	49,907 1.42080	51,811 1.47500
<b>6</b>	44,610 1.27000	47,420 1.35000	50,230 1.43000	51,811 1.47500	53,743 1.53000
<b>7</b>	46,191 1.31500	49,176 1.40000	52,162 1.48500	53,708 1.52900	55,675 1.58500
<b>8</b>	47,771 1.36000	50,933 1.45000	54,094 1.54000	55,615 1.58330	57,607 1.64000
<b>9</b>	49,352 1.40500	52,689 1.50000	56,026 1.59500	57,519 1.63750	59,539 1.69500
<b>10</b>	50,933 1.45000	54,445 1.55000	57,958 1.65000	59,423 1.69170	61,471 1.75000
<b>11</b>	52,513 1.49500	56,202 1.60000	59,890 1.70500	61,323 1.74580	63,402 1.80500
<b>12</b>	54,094 1.54000	57,958 1.65000	61,822 1.76000	63,227 1.80000	65,334 1.86000
<b>13</b>	55,675 1.58500	59,714 1.70000	63,754 1.81500	65,131 1.85420	67,266 1.91500
<b>20</b>	57,255 1.63000	61,471 1.75000	65,686 1.87000	67,034 1.90840	69,198 1.97000
<b>25</b>	58,836 1.67500	63,227 1.80000	67,618 1.92500	69,374 1.97500	71,130 2.02500
<b>30</b>	60,417 1.72000	64,983 1.85000	69,549 1.98000	71,481 2.03500	73,062 2.08000

**Salary Schedule  
2017-2018**

2%

<b>STEP</b>	<b>BACHELORS</b>	<b>BACHELORS + 150</b>	<b>MASTERS</b>	<b>MASTERS + 15</b>	<b>MASTERS + 30</b>
0	35,829 1.00000	37,620 1.05000	39,412 1.10000	41,203 1.15000	42,995 1.20000
1	37,441 1.04500	39,412 1.10000	41,382 1.15500	43,145 1.20420	44,965 1.25500
2	39,054 1.09000	41,203 1.15000	43,353 1.21000	45,084 1.25830	46,936 1.31000
3	40,666 1.13500	42,995 1.20000	45,324 1.26500	47,026 1.31250	48,907 1.36500
4	42,278 1.18000	44,786 1.25000	47,294 1.32000	48,967 1.36670	50,877 1.42000
5	43,891 1.22500	46,578 1.30000	49,265 1.37500	50,906 1.42080	52,848 1.47500
6	45,503 1.27000	48,369 1.35000	51,235 1.43000	52,848 1.47500	54,818 1.53000
7	47,115 1.31500	50,161 1.40000	53,206 1.48500	54,783 1.52900	56,789 1.58500
8	48,727 1.36000	51,952 1.45000	55,177 1.54000	56,728 1.58330	58,760 1.64000
9	50,340 1.40500	53,744 1.50000	57,147 1.59500	58,670 1.63750	60,730 1.69500
10	51,952 1.45000	55,535 1.55000	59,118 1.65000	60,612 1.69170	62,701 1.75000
11	53,564 1.49500	57,326 1.60000	61,088 1.70500	62,550 1.74580	64,671 1.80500
12	55,177 1.54000	59,118 1.65000	63,059 1.76000	64,492 1.80000	66,642 1.86000
13	56,789 1.58500	60,909 1.70000	65,030 1.81500	66,434 1.85420	68,613 1.91500
20	58,401 1.63000	62,701 1.75000	67,000 1.87000	68,376 1.90840	70,583 1.97000
25	60,014 1.67500	64,492 1.80000	68,971 1.92500	70,762 1.97500	72,554 2.02500
30	61,626 1.72000	66,284 1.85000	70,941 1.98000	72,912 2.03500	74,524 2.08000

### **C. Rehired Retirees**

Beginning the 2016-2017 contract year any member who retired under STRS and subsequently is employed in the district may be hired at a rate of pay different from his or her years of service as specified in the salary index contained in this agreement. Members will be paid at their academic training level at no fewer than three (3) years experience, and employed on a yearly basis. If employed in consecutive years, they will remain at step 3. All contracts will expire at the conclusion of the last contracted teacher day, unless the Board acts to renew the contract on or before April 30. All rehired retirees shall be evaluated according to ORC 3319.111, 3319.112, and 3319.114 and be employed for no more than a maximum of six (6) years.

This provision and such salary and individual contract provisions with a member expressly supersede ORC Section 3317.13 and all other applicable laws.

While employed by the district subsequent to retirement, such member who is interested in obtaining health care benefits must opt for the health care benefits offered by the Logan-Hocking School District or an outside source. Reemployed retirees must pay the total premium of such insurance. However, the Board will reimburse retired teachers for their out of pocket expenses for insurance premiums, not to exceed \$1,500 per year. Additional benefits the retired member is eligible for include the Section 125 Plan and Life Insurance.

Such retired member is not eligible to receive a severance payment upon leaving employment with the district, nor will he or she accrue seniority.

This provision of the agreement and such salary and contract will not be grievable under the grievance procedures on this agreement nor through any claim or action filed before the State Employment Relations Board (SERB) or any court of law.

Rehired retirees shall not exceed five percent (5%) of the bargaining unit.

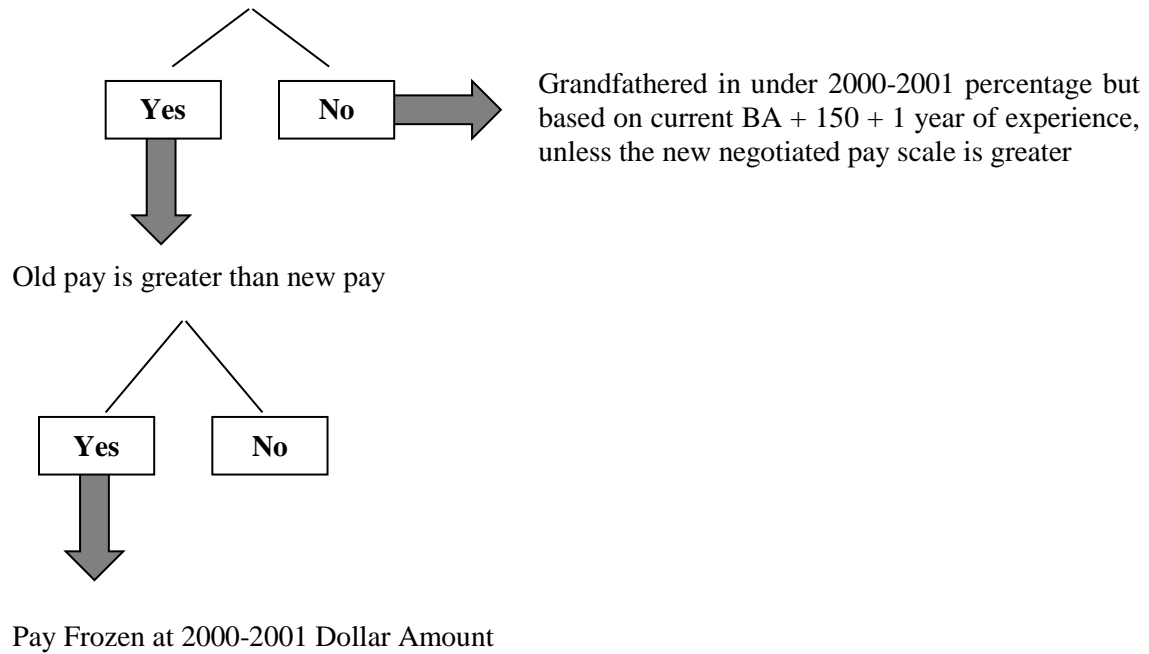
### **D. Supplementals**

Certificated employees of the Board shall be compensated for supplemental duties according to the attached supplemental salary schedule, which is based on three tiers. All tiers are based on a 0 years experience on the salary scale. 0-4 years – BA, 5 years – BA + 150, and 10+ years – MA. If 0.5 years of experience, do not round up to 1.0.

If moving to a position of higher responsibility within the same area (i.e. Assistant Varsity to Varsity), bargaining unit members will be given credit of 0.5 for each year in the lower position. If moving to a lower position (i.e. Varsity to Assistant Varsity), all credit in the higher position will be honored. A move from one area to another (i.e. Football to Basketball) will start at the first step in the supplemental schedule.

The following guidelines for implementation shall be applied as of the beginning of the 2001-2002 school year for those who were under contract for the 2000-2001 school year.

1) Less than 10 years experience



2) Those who resign a supplemental, then return, shall fall under the new supplemental guidelines.



## SUPPLEMENTAL PAY

**% for Athletic Supplementals with steps as follows:**

**0 – 4 years – BA**

**5 – 9 years – BA + 150**

**10+ years – MA**

### ATHLETIC

---

#### FOOTBALL

a. Varsity	17.50%	1 position
b. Varsity Assistant	12.00%	4 positions
c. Freshman	10.00%	2 positions
d. Middle School		
1. 7th grade	8.00%	2 positions
2. 8th grade	8.00%	2 positions

#### BASKETBALL (Boys and Girls)

a. Varsity	17.50%	2 positions
b. Varsity Assistant	12.00%	2 positions
c. Reserve	12.00%	2 positions
d. Freshman	10.00%	2 positions
e. Middle School		
1. 7th grade	8.00%	2 positions
2. 8th grade	8.00%	2 positions

#### BASEBALL and SOFTBALL (Boys and Girls)

a. Varsity	13.00%	2 positions
b. Varsity Assistant	9.00%	2 positions
c. Reserve	7.00%	4 positions

#### TRACK (Boys and Girls)

a. Varsity	13.00%	2 positions
b. Varsity Assistant	9.00%	4 positions
c. Middle School	7.00%	4 positions

#### WRESTLING

a. Varsity	13.00%	1 position
b. Varsity Assistant	9.00%	1 position
c. Middle School	7.00%	2 positions

**VOLLEYBALL (Girls)**

a. Varsity	13.00%	1 position
b. Varsity Assistant	9.00%	1 position
c. Reserve	9.00%	1 position
c. Freshman	9.00%	1 position
d. Middle School		
1. 7th grade	7.00%	1 position
2. 8th grade	7.00%	1 position

**SOCCER (Boys and Girls)**

a. Varsity	13.00%	2 positions
b. Varsity Assistant	9.00%	2 positions
c. Reserve	9.00%	2 positions
d. Middle School	7.00%	2 positions
c. Middle School	7.00%	2 positions

**GOLF (Boys and Girls)**

a. Varsity	9.00%	2 positions
b. Varsity Assistant	6.00%	2 positions

**TENNIS (Boys/Girls)**

a. Varsity (Boys)	9.00%	1 position
b. Varsity (Girls)	9.00%	1 position

**CROSS COUNTRY (Boys/Girls)**

a. Varsity/Middle School	9.00%	2 positions
--------------------------	-------	-------------

**ATHLETIC TRAINER**

30.00%	1 position
--------	------------

**CHEERLEADER (ONE PER SEASON)\***

a. Varsity	6.50%	2 positions (Seasonal)
b. Varsity Assistant	4.50%	2 positions (Seasonal)
c. Freshman	4.50%	2 positions (Seasonal)
d. Middle School	3.50%	2 positions (Seasonal)

\* Grandfather current contract holders at previous percentage

**WEIGHT ROOM (Monthly)**

a. August - June	1.00%	11 positions
------------------	-------	--------------

**BOWLING (BOYS/GIRLS)**

6.00%	1 position
-------	------------

**EVENTS MANAGER**

a. HS – Fall	4.00%	1 position
HS – Winter	4.00%	1 position
b. MS – Fall	4.00%	1 position
MS – Winter	4.00%	1 position

## ACADEMIC

---

### **INSTRUMENTAL MUSIC – Marching Season**

a. Director	20.00%	1 position
b. Assistant Director (10 mo.)	15.00%	2 positions
c. Assistant Director (9 mo.)	10.00%	1 position

### **INSTRUMENTAL MUSIC – Concert Season**

a. Director	5.00%	1 position
b. Assistant Director (10 mo.)	2.00%	2 positions

### **PEP BAND**

3.00%	1 position
-------	------------

### **VOCAL MUSIC**

a. HS Vocal Music Director	12.00%	1 position
b. MS Vocal Music Director	6.00%	1 position

### **THEATER**

a. HS Director of Theater	8.00%	1 position
b. HS Assistant Director	4.00%	1 position
c. MS Director of Theater	2.00%	1 position
d. Technical Director	2.00%	1 position

### **DEPARTMENT HEADS**

a. High School (Elective Technologies, English/Foreign Language, Fine Arts, Guidance, Math, Physical Education/Health, Science, Social Studies, Intervention Specialists)	3.00%	9 positions
b. Middle School (English/Foreign Language, Fine Arts, Grade, Grade 6, Guidance, Math, Physical Education/Health, Science, Social Studies, Intervention Specialists)	3.00%	10 positions
c. Elementary Grades (Preschool, Kindergarten, Grade 1, Grade 2, Grade 3, Grade 4, Intervention Specialists, Title I, Unified Arts)	3.00%	9 positions

### **JOURNALISM**

a. Chieftain Advisor	10.00%	1 position
b. Middle School Advisor	10.00%	1 position

### **CLASS ADVISORS**

a. Senior	3.00%	1 position
b. Junior	7.50%	1 position
c. Sophomore	3.00%	1 position
d. Freshman	3.00%	1 position

**YEAR BOOK**

a. Aerial (HS)	10.00%	1 position
b. Tempus (MS)	6.00%	1 position

**ELEMENTARY TEACHERS**

a. Safety Patrol	1.00%	As needed
------------------	-------	-----------

**DIRECTOR OF ARTS FESTIVAL**

3.00%	1 position
-------	------------

**WORK STUDY EVALUATOR**

10.00%	1 position
--------	------------

**TV-2**

10.00%	1 position
--------	------------

**STUDENT COUNCIL**

a. High School	5.00%	1 position
b. Middle School	3.00%	1 position
c. Elementary	2.00%	As needed up to 5 positions

**CAREER ED./ENRICHMENT REP**

3.00%	1 per building
-------	----------------

**NATIONAL HONOR SOCIETY**

3.00%	1 position
-------	------------

**RENAISSANCE COORDINATOR**

1.00%	1 position
-------	------------

**ACADEMIC COACHES**

3.00%	7 positions
(Math Counts, Odyssey of the Mind, Envirothon, Science Olympiad, In the Know, Mock Trial, Battle Over Books)	

**MENTORS (For Entry Year Teachers)**

3.50%	As needed
-------	-----------

**LEAD MENTOR**

5.00%	1 position
-------	------------

**ENERGY EDUC. SPECIALIST \***

25.00%	1 position
--------	------------

\* Grandfather current contract holder at 2014-2015 dollar amount

**SHARING OF SUPPLEMENTAL CONTRACTS**

Individuals who wish to share a supplemental may apply to the Activities Director. In the event the request is granted, the supplemental pay will be divided and the Treasurer's Office will be notified.

**SUPERVISOR FOR PROFESSIONAL INTERNS**

The Ohio Ethics Commission no longer permits colleges to compensate individual teachers who host teacher candidates. Per funding availability, all colleges and universities will instead compensate school districts. The administration will disburse funds received to those teachers who supervise a student teacher.

## **EXTENDED SERVICE**

Only those positions that qualify for funding under the provisions of the State Foundation Program will be accepted as extended service positions for salary purposes in the Logan-Hocking Local Schools. Certified employees who work on extended service shall be paid at a daily rate of 1/183 of the regular contract salary.

### **F. Insurance**

#### Medical

1. The insurance carrier is to be designated by the Board. The Board shall pay the percentage of health insurance premiums during the duration of this contract as follows:

School Year	Hired prior to Sept. 27, 2011	Hired after Sept. 27, 2011
2015-2018	90%	85%

2. Coverage for new members will be effective the first day of the month following their first day of employment.
3. The Board recognizes that a collaborative effort among all Logan-Hocking School employees is essential. Therefore, a Labor-Management Health Insurance Committee will be formed in order to discuss, evaluate and recommend options for employee health insurance. This committee will meet at least annually. In the event that health insurance premiums increase by more than ten percent (10%) in any one (1) year, the committee shall meet to review the data and to consider cost-containment alternatives.
4. Members of the same household with both spouses employed by the Board shall only be covered by the most cost-effective plan for the District. Said members shall not be entitled to participate in the health insurance Opt-Out incentive plan pursuant to the related paragraph of this article.
5. The Association and the Board agree to work together to explore a health insurance plan with a high deductible and a Health Savings Account, a Voluntary Employees Beneficiary Association (VEBA) contract, or other insurance options.
6. Employees taking insurance shall also have an IRS Section 125 flexible spending account established for them on an annual basis, October 1 through September 30. The flexible spending account shall be in the amount of \$250 – Single, \$500 – Family Plan and may be used for reimbursement of medical expenses which are not otherwise covered or reimbursed for the employee. Reimbursements shall be conditioned upon presentation of necessary documentation of the expense. This account shall not be cumulative.

#### Life Insurance

The Board will provide \$50,000 of Life Insurance for all bargaining unit members.

### Dental Insurance

The Board will pay 90% of the insurance premium. The insurance carrier is to be designated by the Board.

### Vision

The Board will offer vision insurance as a voluntary, employee paid, payroll deduction.

### Internal Revenue Service Section 125 Plan

1. Effective September 1, 1997, the Board shall apply that part of the teacher's salary which is the teacher's participation in the monthly health benefits premium so as to tax shelter that participation. Voluntary Employee payroll deductions for health insurance premiums will also be tax-sheltered. The Board shall comply with IRS and Federal law regulations in doing so.
2. A Section 125 Flexible Spending Account (FSA) shall be available to each employee. Participation in such account shall be at the option of each individual employee.

### Part-time Unit Members

1. Unit members working on a part-time basis are entitled to all benefits and provisions under this negotiated agreement with the stipulation that said benefits shall be earned and utilized on a proportionate basis as the hours worked (see below).

#### Individual's Contract Salary Salary (183 days)

2. Any part-time employee who is required to pay a portion of an insurance premium must do so through payroll deductions. Deductions shall be made for Board-approved insurance plans only.
3. Anyone assuming a part-time position after the close of the 1996-1997 school year will have benefits computed according to the above formula.

### **F. Reimbursement for Traveling Teachers**

1. Teachers who have regular assignments in more than one building or by the nature of their assignments must travel during their regular day shall be reimbursed at the IRS approved rate per mile; mileage will be measured from the first school assigned for the day to the final school for the day. Teachers who are required to pick up necessary educational materials from a school prior to reporting to a teaching assignment at a different school will be reimbursed for mileage beginning with the school at which the materials are stored.

2. Teachers will submit travel vouchers on the final regularly scheduled school day of each month. In the event that a teacher is not in attendance on said day, he/she will submit said voucher on the first day he/she is back in attendance.
3. Payment of Board approved reimbursement for traveling teachers will be made as follows:
  - a. Teachers entitled to reimbursement for approved travel expenses totaling \$25.00 or more will be paid no later than the fifteenth of the month following the submission of the voucher.
  - b. Teachers entitled to reimbursement for approved travel expenses totaling, in the aggregate, less than \$25.00 will be paid for those expenses at the time of the final pay for that school year.

## **G. Retirement**

1. Certificated employees shall receive severance pay upon retirement from active service with the Logan-Hocking Local School District as follows:
  - a. Certificated employees retiring during the first year in which the member becomes eligible for retirement will receive fifteen (15) days in addition to b, c, or d below. The first year of eligibility for retirement means the year in which the employee becomes eligible for retirement benefits under STRS regulation. Employees retiring at any other time will receive a maximum benefit as described below.
  - b. Certificated employees with thirty (30) or more years of service with the Logan-Hocking Local School District shall be paid one-fourth (1/4) of their accumulated unused sick leave with a maximum based upon one-fourth (1/4) of 320 days (80 days maximum).
  - c. Certificated employees with twenty (20) or more years of service with the Logan-Hocking Local School District, shall be paid one-fourth (1/4) of their accumulated unused sick leave with a maximum based upon one-fourth (1/4) of 240 days (60 days maximum).
  - d. Certificated employees with ten (10) or more years of service with the Logan-Hocking Local School District, shall be paid one-fourth (1/4) of their accumulated unused sick leave with a maximum based upon one-fourth (1/4) of 160 days, not to exceed 40 days.
  - e. All other certificated employees shall be paid, as retirement pay, one-fourth (1/4) of the certificated employee's accumulated unused sick leave with a maximum based on one-fourth (1/4) of 80 days, not to exceed 20 days.
2. Payments under this provision shall be based on the certificated employee's per diem rate at the time of retirement.

3. In order to qualify for retirement pay under this section, written evidence of the employee's approval for retirement benefits from STRS must be received by the Superintendent within 120 days from the date of separation of service with the Logan-Hocking Local Schools. The payment of retirement pay shall be made only once to any one employee and shall result in the cancellation of all accumulated sick leave.
4. Employees who notify the Board of Education of their retirement by February 1 of the year in which they plan to retire, and who work through the end of the school year, shall receive a one-time payment of \$1,000.00. Notification of retirement is irrevocable except at the discretion of the Board.
5. In the event of the death of an employee who would have qualified for severance, payment shall be made to the employee's estate or heirs.

#### **H. STRS Pick-up Through Salary Reductions**

1. The Board of Education agrees to deduct from the gross earnings of each member of the bargaining unit that amount determined to be the contribution to the State Teachers Retirement System. Amounts so paid will be designated as Board paid retirement contributions and will be excluded from the employee's gross earnings for Federal and State income reporting and withholding tax purposes so long as such reporting and exclusion are in compliance with Federal, State and local tax law and regulations.
2. The Association and Board agree that any salary reduction necessary to comply with this provision is a proper, lawful and uniform salary reduction.

#### **I. Tuition Reimbursement Program**

1. The Board of Education will appropriate the sum of \$75,000 per school year for the purpose of reimbursing teachers for the tuition cost of graduate study undertaken in accordance with the provisions of this section.
2. Teachers may be reimbursed for the actual cost of graduate study in Board approved courses of study leading to a Masters Degree. Teachers completing coursework beyond the Masters Degree may be reimbursed for actual cost of post-graduate study (graduate level courses). Reimbursement will be at a rate not exceeding exceeding \$275.00 per quarter hour or \$400.00 per semester hour for all courses successfully completed provided that no teacher shall be entitled to reimbursement in the amount in excess of \$4,800.00 in any year and further provided that the aggregate amount paid in any one (1) year by the Board of Education shall not exceed the sum of \$75,000.
3. Teachers may be reimbursed for the actual cost of undergraduate study in LPDC approved courses of study at a rate not exceeding \$15.00 per quarter hour or \$22.50 per semester hour for all courses successfully completed provided that no teacher shall be entitled to reimbursement in the amount in excess of \$250.00 in any year and further provided that the aggregate amount in any one (1) year by the Board of Education shall not exceed the sum of \$3,000.



4. The following limitations will apply:
  - a. An employee must work in the District for one (1) school year in order to be eligible for any tuition reimbursement.
  - b. Reimbursement shall be paid not later than thirty (30) days after presentation of a transcript or other evidence of satisfactory completion of the course.
  - c. Applications for participation in this program must be filed in the Superintendent's office during the time frames indicated in this sub-paragraph. Additionally, applications may only be filed for the school term indicated after the various time frames.

Aug. 1 – Sept. 15 -- Fall Session  
33.3% of total funds will be distributed.

Dec. 1 – Jan. 15 Winter/Spring Session  
33.3% of total funds, plus carry-over funds will be distributed.

May 1 – June 15 -- Summer Session  
33.3% of total funds, plus carry-over funds will be distributed.

- d. Funds will be equally distributed each distribution period based on the total number of hours requested. The amount per hour in Paragraph 2 will not be exceeded.
- e. Any teacher who receives reimbursement under this provision agrees to be available for employment in the Logan-Hocking Local School District for a period of four (4) years thereafter. In the event the teacher resigns or is terminated from his or her employment prior to that time, the Board may deduct the cost of graduate study paid that teacher at the following rate:

Years of Service Completed After Graduate Stipend	Percent of Cost Deducted From Final Pays
-----	-----
0 - 2 Years	100%
2+ - 4 Years	50%

- f. Any funds collected or carried over will be added to the next year's appropriation under this agreement.

**J. Payroll Deductions**

1. Deductions of yearly dues, to wit: unified professional education dues (U.E.P.) and health insurance may be authorized for payroll deductions to the Treasurer of the Board of Education by a teacher. Further, teachers may authorize, in writing, additional deductions for contributions to any of the following.

- |   |  |
|---|--|
| a. F.C.P.E.                                       | f. OASBO 457(b) Deferred Compensation Plan               |
| b. U.S. Savings Bonds                             | g. United Way  |
| c. B.Y.F.   | h. Credit Union  |
| d. L.E.A. Scholarship                             | i. A.C.E.  |
| e. Ohio Public Employees<br>Deferred Compensation | j. STRS Purchase Service Credit                          |
|   | k. Other Board of Education held Scholarships<br>Program |
2. Deductions will not be made for annuity contracts with new annuity companies (those companies not having an annuity contract with a teacher in the Logan-Hocking Local School District as of the effective date of this agreement) unless 10 or more employees request annuity deductions for that annuity company.
  3. The Treasurer will directly deposit paychecks of members of the bargaining unit. Payroll stubs will be mailed to employees.

**K. Event Passes**

Bargaining unit members will receive free general admission to all home athletic events upon presentation of their district photo identification.

**L. Certification/Licensure Cost Reimbursement**

1. The Board shall reimburse bargaining unit members for all costs assessed by the Ohio Department of Education for the renewal of up to two (2) teaching certificates/licenses being used for employment in the Logan-Hocking School District.
2. The Board shall also reimburse the cost for any background checks (BCI, FBI, etc.) required by the ODE or the school district relative to the certification/licensure renewal process.

**ARTICLE XIII  
LEAVE PROVISIONS**

**A. Association Leave**

1. Officers and/or delegates of the Association will be granted leave to attend district, state, national teachers' association meetings, or other Association Business in accordance with this policy. A cumulative total of forty (40) paid days of such leave will be available each school year. Except in cases of emergency, Association officers and/or delegates will notify the Superintendent, or his/her designee, at least five (5) work days in advance of the day for which Association Leave is requested. All expenses incurred in connection with Association Leave will be paid by the Association, excluding pay for substitutes.
2. Bargaining Unit Members elected to State or National offices shall be allowed an additional nine (9) days. The Board shall pay for the first seven (7), the Association for the last two (2).

## **B. Jury Duty Leave**

When it becomes necessary for a teacher to accept jury duty, the teacher shall be paid his/her regular salary for the time spent serving jury duty. A teacher serving jury duty shall endorse and make payable to the Logan-Hocking Local School District any check received from any court as and for compensation for such jury service. Such leave shall not be deducted from any other type leave.

## **C. Military Leave**

Military Leave will be granted to teachers pursuant to the ORC. Upon return from such service, restoration to employment shall be as provided by Section 3319.14, ORC.

## **D. Personal Leave**

1. An employee may be absent for the purpose of conducting personal business, as provided below, that cannot be conducted at times other than such employee's regularly scheduled work day. Said paid absence shall not exceed three (3) days per school year, shall be unrestricted, and shall not be deducted from sick leave.
2. Personal Leave may not be used on the first or last teacher day of the school year or during a professional development day; except under unusual circumstances at the sole discretion of the Superintendent or his/her designee.
3. An employee must submit a written request for Personal Leave at least five (5) days in advance of the taking of Personal Leave, or Personal Leave will not be granted.
4. If the Superintendent or his/her designee, in his/her sole discretion, determines that circumstances beyond the employee's control prevent advance written request for, and written approval of, Personal Leave as required above, then the Superintendent or his/her designee may, in his/her sole discretion, grant an oral and/or late request. A written explanation shall be submitted at the earliest practical time, in no event later than five (5) days after the last day of absence. A report of such absence, signed by the employee and the Superintendent or his/her designee, shall be filed with the Treasurer within five (5) days following the last day of absence.
5. A request for Personal Leave must be made pursuant to paragraph 3. Such a request must be granted to any teacher unless more than 5% of the teachers in that teacher's building have previously applied for such leave for the same day.
6. Unused Personal Leave shall be converted to Sick Leave at the end of each school year.

## **E. Child Care Leave (Birth of a Child/Adoption)**

1. Leave without pay for a period of up to two (2) years will be granted a member requesting child care leave. The term of the leave shall be scheduled to the extent possible, to cause the least disruption to the educational program and may, as recommended by the Superintendent, be for the remainder of the school year and may be extended for an additional school year upon application for extension.

2. Application for Child Care Leave shall be made in writing and shall advise the Board of Education of the commencement of the leave as far in advance as possible. The application shall be filed with the Superintendent.
3. For purposes of paragraph E of this provision, "Child Care Leave" is available to a teacher who is the mother or father of a child (by birth or adoption) and who is directly and immediately responsible for the full-time care of that child.
4. Child Care Leave shall be granted without pay.
5. A teacher on Child Care Leave shall have the right to maintain in force health and life insurance benefits, pending approval and subject to the conditions of the carrier(s) involved. The teacher shall pay 100% of the premiums, in advance, directly to the Treasurer of the Board of Education by the first of each month. Failure to pay such premiums by the first of each month shall void the teacher's right to maintain insurance benefits for the duration of her leave.
6. No teacher shall return to service prior to the expiration date of such leave without the approval of the Superintendent. Any teacher who does not return to service at the stated termination date of such leave shall be deemed as having abandoned his/her contract and all rights and privileges of employment shall thereupon be extinguished.
7. A teacher on Child Care Leave shall notify the Superintendent by July 10 of the teacher's intent to return to duty, request additional leave or resign from service.
8. Upon return the teacher shall be assigned to a position for which he or she is certified and shall resume the remaining portion of the contract after deduction of the term of the leave of absence.

#### **F. Professional Leave**

1. Professional Leave with pay may be granted by the Superintendent or his/her designee in accordance with the following policy adopted pursuant to the ORC Section 3313.20. For the purpose of authorizing attendance at professional meetings, the words "professional meetings" shall mean any gathering at which the content leads itself to increasing the knowledge of the participant in his/her assigned teaching field or supplemental duties in such a way as to make that individual more valuable to the school system. The teacher shall submit a request for Professional Leave to the Superintendent's office no less than fifteen (15) school days before the date of the requested leave. The Superintendent or his/her appointed designee shall notify the teacher in writing of his/her decision within ten (10) school days after the receipt of the request for leave. The time limits for submitting a request for leave may be waived by the Superintendent or his/her designee at his/her discretion.
2. If the request for leave is denied, the notice will include a reason or reasons for denial, provided however, the denial of Professional Leave will not be subject to review through the grievance procedure.

3. Upon submission by the teacher on approved expense forms and approval by the Board of Education, the teacher will be reimbursed for the reasonable and necessary costs of transportation, hotel bills, meals and registration connected with the leave.
4. A teacher will write a report regarding the information gained from the meeting within one month following the leave.

## **G. Sabbatical Leave**

1. Sabbatical Leave will be available to members of the bargaining unit who are qualified to the following provisions:
  - a. No leave will be granted unless the Board has approved a written plan of professional improvement submitted by the teacher. Such plan must include full-time attendance at an accredited college or university.
  - b. No Sabbatical Leave shall be granted to any teacher who has not been a full-time employee for at least seven (7) years in the Logan-Hocking Local Schools.
  - c. A request for leave must be submitted by March 31, immediately preceding the leave.
2. All Sabbatical Leave granted shall be under the following conditions:
  - a. No Sabbatical Leave shall exceed one (1) school year in length.
  - b. No more than three (3) percent of the instructional staff may be on Sabbatical Leave simultaneously. Requests for Sabbatical Leave may be denied if the Board determines that a particular school or curriculum area would be adversely affected by the absence.
3. Payment to teachers on Sabbatical Leave will be according to the following provisions:
  - a. Teachers on Sabbatical Leave shall be paid a part salary equal to the difference between his/her regular salary and the salary of the replacement. If no replacement is necessary, the teacher shall be paid a part salary equal to the difference between his/her regular salary and that paid a beginning teacher without experience and with a Bachelor's Degree as set forth in the adopted salary schedule.
  - b. The teacher may continue to participate in medical, dental, and term life insurance by paying, in advance, the full premiums for such coverage, provided that the insurance carrier permits such participation.

### Miscellaneous:

- a. A second Sabbatical Leave, according to the provisions of the Article, may be granted to teachers who have been full-time employees of the Logan-Hocking Local Board of Education for ten (10) years following the first Sabbatical Leave.
- b. Denial of any request for Sabbatical Leave will be explained in writing to the teacher.

- c. Upon return, the teacher shall resume the remaining portion of his/her contract after the deduction of the term of the leave of absence and the teacher shall be assigned to a position for which she/he is certified.

## **H. Assault Leave**

1. Any certificated teacher of the Logan-Hocking Local Board of Education who is assaulted while in the course of such teacher's employment and is temporarily disabled by any injury from such assault, shall remain on the payroll as a regular employee and shall receive all benefits as if on sick leave as hereinafter provided. The certificated employee shall apply for Workers' Compensation. If Workers' Compensation benefits are paid, the Board shall pay to the employee the difference between the benefits received and the employee's regular salary. On those days that payment is made to the injured employee by the Bureau of Workers' Compensation, there shall be no deduction from the accumulated sick leave of the certificated employee. Assault Leave as provided herein shall not exceed more than thirty (30) days from the date of injury and shall terminate at such time Workers' Compensation payments are terminated, whichever comes first. In the event of an assault, the Bargaining Unit Member shall notify the immediate supervisor and shall notify the appropriate law enforcement agency.

## **I. Sick Leave**

1. Teachers shall accumulate sick leave at the rate of one and one-quarter (1.25) days for each completed month of service. Sick Leave may be used, upon approval of the responsible administrative officer, for absence due to personal illness, pregnancy, adoption (after custody), injury, or exposure to contagious disease which could be communicated to others, and for absence due to pregnancy, adoption (after custody), illness, injury, or death in the employee's immediate family.
2. The definition for immediate family as used in this Article shall be: father, mother, brother, sister, son, daughter, husband, wife, grandmother, grandfather, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, of said employee and such other relatives or persons not listed above who make their home with the bargaining unit member or who, by reason of special circumstances, stand in the place of the above enumerated individuals, or other family members with Superintendent approval.
3. In the case of death, this definition shall be expanded to include the "Immediate Family" of the spouse. One day of sick leave may be used in the case of death of a person not included in the definition of "Immediate Family". Additional days may be granted at the discretion of the Superintendent.
4. Seven (7) days Sick Leave shall be advanced to each teacher at the time of the teacher's initial employment with the Logan-Hocking Local School District. This advance of Sick Leave will be charged against that teacher's accumulated Sick Leave.
5. Unused Sick Leave shall be cumulative up to 360 days.

Verification – The Board of Education may require a teacher to furnish a written signed statement on a form or forms provided by the Board to justify the use of Sick Leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when consulted. Falsification of a statement may be grounds for suspension or termination of employment under sections 3319.081 and 3319.16 of the ORC.

Sick Leave Transfer – When a bargaining unit member has exhausted all of his/her accumulated sick leave and additional days are still needed, then he/she may request through the Association that the additional days be transferred from other bargaining unit members' accumulated sick leave. The Association shall establish an internal policy to administer such a transfer. The Association shall notify, in writing, the Treasurer of the Board; the number of days to be deducted, from whom, and the person receiving the transferred days. Included in the notice shall be a signed statement by the bargaining unit member involved authorizing the Board Treasurer to transfer the days. Donation shall be limited to five (5) days per bargaining unit member per school year. Sick leave transferred to another member shall be counted as a day against sick leave in paragraph G. Sick leave days transferred then returned prior to the end of the current fiscal year will not be counted as a day against sick leave in paragraph G. Any teacher who has received sick leave transfer days under this provision agrees to be available for employment in the Logan-Hocking Local School District for a period of two years thereafter. In the event the teacher resigns his or her employment prior to that time, the Board shall deduct the teacher's per diem for the number of days transferred. Leaving the district for disability and/or any other reason directly related to the illness shall be the only exceptions.

Absence Report Procedure – Any employee who intends to utilize a sick leave day will contact his/her building principal to notify of his/her absence.

## **J. Leave of Absence**

1. Leaves of Absence for certificated personnel may be applied for by filing with the Superintendent a letter requesting the leave together with reasons for the request.
2. The Board of Education may grant the Leave of Absence for the period requested or for such other period as it deems appropriate but not to exceed two years.
3. Leaves of Absence are without pay or other benefits except that an employee may, upon payment of the entire monthly premium amounts as due, request the continuation of insurance benefits. Such benefits will be subject to approval by the insurance carrier. Any employee requesting the continuation of insurance must notify the treasurer at or before the commencement of the leave.

## **K. Family and Medical Leave**

1. Notwithstanding other provisions of this agreement, the Board agrees to abide by the provisions of the Family and Medical Leave Act of 1993. The parties to this agreement agree that all benefits guaranteed by the Act will be provided to employees covered by this agreement. Any alleged violations of the Act may be processed as grievances using the procedure herein. Pursuit of such a grievance in no way prevents an employee from enforcing their rights under the act as provided by law.
2. Eligibility - An employee must have worked 1250 hours with the Logan-Hocking Local School District in the 12 month period preceding leave to be eligible for benefits under the Act.
3. Leaves granted under the Act shall be granted upon request at the expiration of those granted under the Family and Medical Leave Act. Return from any unpaid leave shall be under the same terms as those provided for under the Family and Medical Leave Act. However, eligible employees may choose to substitute paid leave granted by other provisions of this agreement for all or part of the unpaid leave granted under this article.
4. The year begins the date a leave is started.

## **ARTICLE XIV JOB SECURITY**

### **A. Vacancies, Transfers, and Promotions**

#### Voluntary Transfers

1. Any time a vacancy occurs the Superintendent or his/her designee shall notify the certified staff. During months school is in session, such vacancies will be posted in each building; during the summer months such vacancies will be posted to the district web-site and on the information voice mailbox of the Board Office phone system. Vacancy notices will be provided to the LEA President. Ten (10) days prior to the first (1st) day of the teachers' school year, the Superintendent has the option to fill positions at his/her discretion.
2. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than five (5) working days after posting. In cases of urgent necessity, the Superintendent may fill a vacancy within the five (5) day period.
3. Mid-year vacancies shall be filled by bid of bargaining unit members. If the selected applicant cannot be logistically placed at mid-year, then the applicant shall assume said position at the beginning of the next year. In the event the mid-year vacancies must be filled by interim personnel, such person shall relinquish the position to the selected applicant at the beginning of the next school year. A displaced teacher under this provision shall receive all benefits of Article XVI (RIF).



4. In acting on requests for voluntary reassignment and/or transfer, the Board shall only consider the following criteria:
  - a. Proper certification and licensure as required by the Ohio Department of Education. (Any and all certifications and licensures that the Ohio Department of Education deems as proper certification and licensure for a position shall be considered equally.)
  - b. Teacher experience at grade level and/or subject area.
  - c. District seniority. District seniority shall be defined as continuous, uninterrupted employment in the Bargaining Unit.
  - d. Where the foregoing factors are substantially equal, the determining factor shall be based on the Superintendent's discretion following an interview of all applicants.

#### Involuntary Reassignments

1. Members of the bargaining unit who are involuntarily reassigned to a different building or teaching position (elementary – grade level and/or area of certification; middle school – content area and/or grade level; high school – department) will be notified of the reassignment in writing by certified mail. The written notification shall include reasons for transfer. If the reason for the reassignment is due to unsatisfactory performance, it must have been referenced and noted in the teacher's most recent evaluation. Reasons for reassignment shall not be based solely on student test scores. Such members may request a meeting with the Superintendent to discuss the transfer and may have an Association Representative present at such meeting.
2. Bargaining unit members being transferred as a result of demographic changes shall be based upon seniority.
  - a. For the purpose of this Article, seniority shall be defined as continuous, uninterrupted employment in the bargaining unit.
  - b. The bargaining unit member having the least seniority shall be displaced unless a more senior teacher in the same grade level (elementary) or subject area (middle and high school) volunteers to be displaced.
  - c. The displaced teacher shall have the right to either take the position of the teacher with least district-wide seniority for which he or she is qualified or bid on all other posted vacancies.
3. Members of the bargaining unit who are involuntarily reassigned after August 1 will be granted two (2) days extended service for the purpose of preparing for the reassignment.
4. Extended Service shall be defined as, for purposes of this Article, 2/183 of regular contract salary.

## Promotions

1. Promotional positions are defined as positions paying a salary differential and/or positions on the administrative /supervisory level, including but not limited to positions such as assistant principal, principal, coordinator, project director, but excluding the positions of Superintendent and Assistant Superintendent.
2. The Superintendent shall post a notice in each school of any administrative/supervisory vacancy. Such notice shall include the duties, compensation and qualification for the position. A copy of said notice will be given to the Association at the time of the posting.
3. Teachers who desire to apply for such positions shall submit their applications, in writing, to the Superintendent not later than five (5) days after posting.

## **B. Reduction in Staff**

1. The employment contracts of teachers may be suspended, pursuant to section 3319.17, ORC, when the position to which such teachers are assigned or eliminated as a result of any of the following:
  - a. Insufficient funds available to the Board. The Board shall meet with and seek input from the Association prior to taking action;
  - b. A reasonable reduction in pupil enrollment;
  - c. The suspension of schools;
  - d. Territorial changes affecting the school district;
  - e. Return to duty of regular teachers after leaves of absence.
2. If the Board is contemplating the lay-off (suspension of employment contracts) of any teachers, it shall so notify the Association at least thirty (30) days before the proposed effective date of the lay-off, except in cases of emergency. Such notice shall be in writing and shall include the specific positions to be affected, the proposed time schedule, and the reasons for the proposed action. Within fifteen (15) days after receiving the aforesaid notice, the Board shall, if requested to do so, grant the Association the opportunity to appear before the Board to present written and oral arguments concerning the reduction in force. If the contemplated lay-off is as a result of insufficient funds available to the Board, the Board shall, in connection with said appearance, make available to the Association all relevant data at Board expense.
3. Every teacher's name shall appear in order of seniority on a list for his or her area(s) of certification. Teachers with continuing contracts shall be deemed senior to all teachers on limited contracts.

Teachers rated “Developing,” “Skilled,” or “Accomplished” through the evaluation procedure shall be considered “Effective” and “comparable” to the rest of the bargaining unit for the purpose of reduction in force.

Teachers rated “Ineffective” through the evaluation procedure shall no longer be considered “comparable” to the rest of the bargaining unit for the purpose of reduction in force.

Selection of teachers to have their contract suspended for the purpose of a reduction in force shall be based on “comparable” evaluations in the following order:

- a) Ineffective by seniority
- b) Effective by seniority

Recall of teachers affected by the reduction in force shall be in the reverse order of the layoff.

4. Any teacher who is laid off shall be notified, in writing, at least thirty (30) days before the effective date of the lay-off, except in cases of emergency. Such notice shall include the proposed time schedule and the reasons for the proposed action.
5. For purposes of this Article, seniority shall be computed from a teacher's date of continuous, uninterrupted employment in the bargaining unit. Seniority shall continue to accrue during all leaves of absence including disability retirement for up to five (5) years. When seniority is equal, upon consultation with the Association, the teacher to be laid off shall be determined by the Superintendent.
6. Upon the giving of notice as provided in section 2 of this article, the Superintendent shall cause a list to be posted in each school building, showing the seniority of each teacher employed by the Board and shall promptly cause the posting of any changes in said list. A copy of such list and all changes thereto shall be given to the President of the Association and/or his/her designated representative.
7. A teacher who is laid off shall remain on the recall list for 24 months after the effective date of his/her lay-off unless he/she:
  - a. waives his/her recall rights in writing;
  - b. resigns;
  - c. fails to accept recall to the position that he/she held immediately prior to the lay-off or to a substantially equivalent position;
  - d. fails to report for work in a position that he/she has accepted within ten days after receipt of the notice of recall by registered or certified mail, unless such employee is sick or injured. If a teacher has secured temporary employment elsewhere, he/she will be allowed a reasonable amount of additional time before being required to report to work.
8. When there is a vacancy in a bargaining unit position, that teacher with the most seniority among those teachers laid off and certificated for the position shall be recalled by the Board at the same seniority, level of salary and fringe benefits as he or she would have received if the lay-off had not taken place; provided, however, that such teacher shall not be granted service credit, for salary purposes, for such time such teacher's contract was suspended. No new teachers may be hired by the Board for any position as long as there is an eligible teacher certificated for the position on the recall list as provided in Sections 7, 8 and 9 of this article.

9. Notice of recall shall be given in writing and sent by certified mail to the last address given to the Board by the teacher. A copy of the notice of recall will be given to the Association. If a teacher fails to respond within ten days after receipt of the above notice of recall, he/she will be deemed to have refused the position offered.

### **C. Sub-contracting**

The Board of Education will not subcontract regular teaching or supplemental contract duties currently being performed by bargaining unit members without first posting those duties as provided in Article XV of the Master Agreement. Any new teaching or supplemental positions will also be first posted in accordance with the Master Agreement. This provision does not apply to student teaching and intern programs.

## **ARTICLE XV TERMS AND CONDITIONS**

### **A. Length of School Year and Day**

#### School Year

1. The calendar adopted by the Board shall not exceed one-hundred eighty-three (183) days.
2. The Board shall have the right and hereby reserves the right to adopt and adjust the calendar to provide for emergencies and make-up days. Furthermore, if the State of Ohio mandates additional teacher days, bargaining unit members shall be compensated additionally at their regular daily rate for up to four (4) days beyond the negotiated school year. In the event that more than four (4) additional days are mandated, the parties agree to reconvene to negotiate compensation. A teacher-day shall be only those days counted as in session and days designated as record days, in-service days and other days by the Board for teacher attendance.
3. A committee consisting of two people, appointed by the Superintendent and three LEA members, appointed by the Association President, shall meet in February each year to construct up to three proposed school calendars which shall include five (5) make-up days for two years hence. Employees shall vote on the proposed calendars and the one receiving the most votes shall be submitted to the Board for consideration.
4. Except in case(s) of emergency when it is necessary to adjust the calendar to provide additional make-up days, the committee designated in paragraph C above shall develop possible calendars. Employees shall vote on these calendars and the calendar receiving the most votes shall be submitted to the Board for its consideration. If the Board adopts an alternative calendar, the parties shall meet within five (5) working days to negotiate the effects.

5. In case(s) of emergency circumstances, if the Board unilaterally adopts a change in the calendar, the Association reserves its right to negotiate the effects of that change.
6. Members do not have to make up the first five (5) calamity days.
7. Members will not be required to report to work when the Board has declared a calamity day. In the event of a school delay and students are not required to report to school, staff members are to use caution and arrive to work as close to the members' start time as possible. If the Board declares an early release due to weather, staff members may leave once all of the students are gone.

### School Day

1. Each member of the professional staff shall be on duty before and after regular school hours long enough to plan and carry out his/her individual professional responsibilities.
2. The school day shall not be in excess of seven hours plus a one-half hour duty free lunch period. The seven hour day may include time spent before and after the organized student school day.
3. The principal of each building is responsible for organizing the time schedule for his/her building within the framework of the above policy, with the exception of necessary faculty, grade level, and department meetings.

### **B. Class Size**

1. A reasonable effort will be made to maintain the pupil-teacher ratio as set forth by the minimum standards of the North Central Association of Colleges and Secondary Schools.
2. Class size and teaching load shall be assigned in an equitable manner by the Superintendent and Principal.
3. In order to allow flexibility in balancing classes, in grades K-6 there may be reasonable exceptions to class sizes during the first ten student days of the school year and for the first ten student days of each semester in grades 7-12. During this period, the section shall not apply.
  - a. Let  $N=25$  (K-6)  
Let  $N=30$  (7-12)
  - b. The number  $N$  will be used to limit the students in regular education.
  - c. In any classroom with more than  $N$  students the teacher will be paid per instructional minute.
  - d. Instructional minutes reimbursed may not exceed 420 minutes. This represents the current negotiated 7-hour teacher work day.

- e.  $\text{Base} \div 170 \times 1/25 \div 420 = \text{rate per instructional minute}$
- f. Teachers qualifying for extra pay must complete online spreadsheet and submit to building principal for approval on the Friday ending each pay period. Late forms will not be accepted, except at the sole discretion of the Superintendent or his/her designee.
- g. Secondary Teachers (7-12) and elementary specialists shall not have more than the accumulative number of one hundred and seventy-five (175) students per day, excluding Band, Choir, Music, Media, Physical Education, Computer, and Art. The number of students per class shall not exceed 30, excluding Band, Choir and Media.
- h. A committee composed of two (2) administrators and five (5) bargaining unit members (LEA President, Art, Music, Physical Education, and Technology) will meet no later than August 1<sup>st</sup> of each year to review schedules and class size.
- i. This section shall not apply in cases where:
- additional teachers have been employed to help reduce class size but for which there is a lack of classroom space. In such cases, the additional teacher may be assigned to teach in the same room, at the same time, with another teacher. Or, the additional teacher may take students from one class and instruct them in an available space elsewhere. No overage form is to be submitted.
  - the overage is created due to special education students being assigned to a regular classroom with an intervention specialist working with the regular classroom teacher to provide support (two teachers in or assigned to the regular classroom). Please note: it is the intent of administration to keep class size under 25 in grades K-6 and under 30 in grades 7-12 in an inclusion setting. In the event there is a need to accommodate additional students, class size will not exceed 30 in grades K-6 and 35 in grades 7-12. If class size exceeds 30 in K-6 and 35 in a 7-12 classroom, an overage form may be submitted and payment per student will be split between the Intervention Specialist and regular classroom teacher. At no time will class size exceed room capacity per fire code regulation.
  - an aide has been assigned to the grade level full time per section h. No overage form is to be submitted.
- j. The administration will determine how many seats are appropriate in a room. In no case shall students be assigned to a classroom in greater numbers than there are stations/desks to accommodate them.

### **C. Building Staff Meetings**

1. Building staff meetings and department head meetings will be held at such times as may be required by the principal or Superintendent. Meetings held at times other than the teacher's regular work day will not be held more often than 4 times per month. Members will not be required to spend more than 120 minutes per month nor more than 45 minutes beyond the normal school day in attendance at such meetings.
2. Building staff meetings the afternoon of teacher organizational day will be scheduled for not more than one hour with the remainder of the afternoon scheduled for class preparation.
3. Building administrators will use their best efforts to limit parent teacher conferences, I.A.T., and I.E.P. meetings conducted beyond school hours. Compensation will be given at the per diem rate for meetings lasting longer than one hour beyond the teacher's duty day.

### **D. Hazardous Condition Report**

1. A teacher must report in writing to the Building Administrator an alleged hazardous condition in any school.
2. After thirty (30) days of making the report and the alleged condition still exists, the teacher must notify the Board or its designee. No Administrative reprisal shall be taken against any teacher so notifying the Board.

### **E. In-Service**

1. The Board will pay all reasonable and necessary expenses incurred in attending workshops, seminars, conferences, in-service training sessions or other such programs, held on other than a regularly scheduled school of "in-service" day which a teacher requests and is given authorization in writing to attend or is required or requested, in writing, to attend by the Logan-Hocking Local Board of Education or the administration.
2. All teacher requests for attendance will be submitted in writing preferably not less than ten days prior to the conference for which approval is sought. All Board or Administration requests for attendance will be submitted to the teacher in writing subject to the same time limits. Denial of request will be accompanied by written reasons for such denial. Teachers who attend conferences under this section at the request of the Board or the Administration will be paid for all time spent in actual attendance at said session at his/her regular hourly rate determined as follows:

$$\frac{\text{Regular Annual Salary}}{\text{Teacher Calendar Days}} = \frac{\text{Daily Rate}}{7} = \text{Hourly Rate}$$

3. Each in-Service within the District, excluding any professional development days at the beginning of the year, shall provide for a minimum of two (2) hours of unencumbered time to allow teachers to work in their classrooms to complete tasks at their own discretion.

## **F. Fair Share Fee/Agency**

### Agency Fee Deduction

The Board of Education will, beginning on January 15, 1989 and during the term of this Agreement thereafter, deduct an amount equal to the annual LEA/ SEOEA/OEA/NEA membership dues (exclusive of assessments) from the paychecks of members of the bargaining unit who are not members of the LEA/ SEOEA/OEA/NEA or who cease to be members of the LEA after October 1.

### Certification of Agency Fee

Not later than September 1, 1987 and annually thereafter, the LEA will certify to the Board of Education the amount of annual LEA/SEOEA/OEA/NEA membership dues paid to the LEA by members of the LEA exclusive of assessments. Such amount shall be known as the annual agency fee. The LEA will also certify the names of each member of the bargaining unit who is not then a member of the LEA or who thereafter ceases to be a member of the LEA, or who is otherwise exempt.

### Deductions

The Board of Education will deduct, from the paychecks of those persons certified to it as non-members, that portion of the total annual agency fee prorated over the same period as dues are deducted from the paychecks of LEA members. Amounts deducted will be paid to the Treasurer of the LEA not later than thirty days after the date of each payroll from which deductions have been made.

### Indemnification

The LEA/SEOEA/OEA/NEA shall provide legal counsel for all claims arising from the payment of agency fee(s) as provided in this agreement. Further, if the Board declines counsel provided by the LEA/SEOEA/OEA/NEA the Board shall then be required to pay its costs in such litigation for such counsel.

### Rebate

Upon timely demand, non-members may appeal to the LEA for rebate of the fair share fee pursuant to the internal procedure adopted by the LEA which shall conform to Federal Law, or such non-members may submit such appeals as provided by R.C. 4117.09 (c).



## Agency Fee

The agency fee(s) collected shall not be used by the LEA/ SEOEA/OEA/NEA to finance any partisan political activities or litigation unrelated to collective bargaining. The agency fee may be used for expenditures related to the collective bargaining activities of the LEA/SEOEA/OEA/NEA. The LEA/SEOEA/OEA/NEA agrees to hold the Board harmless against any and all claims arising from the agency fee process.

## **G. Non-Teaching Duties**

Elementary bargaining unit members shall not be required to collect lunch money or submit lunch counts. Principals will make efforts to equalize all other non-teaching duties within each building.

## **H. Use of Special Teacher's Time - Elementary**

1. The elementary teacher will not be scheduled to substitute for any other regular classroom teachers in the building when his/her class is being instructed by a special teacher.
2. The following areas are suggested as examples, not limits, for the use of professional planning time. Planning time may entail program planning with the principal, guidance counselor, central office staff; parent conference; clerical work; or research when a special teacher is instructing the regular teacher's class.

## **I. Teaching Assignment During Planning Period**

1. The Board of Education shall strive to provide equitable scheduled conference/planning time throughout the district, exclusive of lunch or travel time. In the absence of special area teachers, e.g. elementary music and physical education, every effort will be made to obtain a substitute. All members shall have a minimum of two hundred (200) minutes per week for planning and preparation free of student responsibility. Planning time shall be in blocks of at least twenty (20) minutes and there shall be at least one (1) planning period per day. Elementary teachers will have a block of 30 minutes daily planning. This is time exclusive of the duty-free lunch or travel time and will be within the seven (7) hour school day.
2. Any member who is assigned the responsibility of another class during his/her two hundred (200) minutes shall be reimbursed for the time spent at the per diem rate unless that member volunteers to do this to help another teacher.
3. A teacher may be required by a building principal and /or other administrators in charge of the building to waive his/her planning period to assume responsibilities of teaching a class in lieu of a substitute teacher. The teacher will be responsible for submitting a time sheet as prescribed by the Board of Education at the end of each day to the building principal noting the periods taught. Teachers will be paid pro-rata at the hourly rate determined as follows:

$$\frac{\text{Teacher Salary}}{\text{Teacher Calendar Days}} = \frac{\text{Daily Rate}}{\text{Seven (7)}} = \text{Hourly Rate}$$

**J. Protection of Teachers, Students and Property**

1. It is primarily the responsibility of the classroom teacher to maintain the discipline of students assigned to each teacher's class. Every reasonable effort shall be made by the teacher to administer discipline and maintain control of students without the intervention of the administration. Problems of student discipline beyond the ability of the teacher shall be referred to the principal after consultation with the principal, except in those extraordinary circumstances warranting prompt and immediate administrative intervention.
2. Pursuant to Section 3319.41, ORC, physical force may be used by a teacher to protect himself/herself or another teacher and/or student from possible injury, or in an extraordinary case of breach of discipline, to restrain a disruptive pupil, provided the force used is reasonable under the circumstances. Teachers will immediately report all such instances, as well as any cases of assault upon themselves in connection with their employment, to their principal or immediate supervisor in writing, giving in detail the circumstances thereof.
3. This report will be forwarded to the Superintendent. The Superintendent may, in his/her discretion, transmit such report to the Board. The Board and the Superintendent will not interfere with the teacher's right to seek legal redress against any person inflicting injury upon such teacher or destroying such teacher's personal property.
4. Although it is primarily the responsibility of the classroom teacher to maintain the classroom discipline, it is also the responsibility of the administration to establish and consistently enforce policies for the classroom teachers to follow. Therefore, the Board of Education will review and amend its progressive discipline policies for students at all levels. The Board shall then make available to students, teachers and parents a procedure for the discipline, suspension and expulsion of students.
5. A teacher may exclude a pupil from one class period upon the terms and conditions as set forth in 3313.66 of the ORC.
6. Recognizing that parental and community involvement is important to a child's education, it is nevertheless vital to the operation of the school that such involvement be appropriate, consistent, and orderly. To that end, the administration will establish specific written guidelines and enforce these standards of behavior for parents, volunteers and other guests within the school building. These policies will promote a quality educational program while allowing reasonable access to the schools.
7. In the event that an employee suspects child abuse, said employee shall first contact the local enforcement agency or children services agency about the suspected abuse and second, shall tell the principal that he/she has taken this action. The law clearly imposes this mandatory, individual duty upon all school officers and employees.

## **K. Personnel Files**

1. The Board shall comply with the provisions of the Chapter 1347 of the ORC in procedures regulating the keeping and maintaining of personnel files.
2. There shall be established and maintained one (1) official file on all members. This file will be maintained in the Superintendent's Office and will be locked after office hours.
3. The bargaining unit member shall have access to his/her personnel file and shall be given a copy of each document placed therein.
4. The member will sign any document placed in his or her personnel file. The signature will not reflect agreement with said document.
5. If and when a member and the Superintendent or his/her Designee agree that certain material in said member's official file is unwarranted, such material shall be removed from the file or corrected.
6. Anonymous letters or materials shall not be placed in a member's file nor shall they be made a matter of record.

## **L. Providing for Student's Special Needs**

1. Any teacher who has a child assigned that cannot take care of his/her own personal bodily needs or must be physically lifted for any reason will not be required to assist that student except in an emergency situation. If a teacher voluntarily agrees to perform any such assistance, then he/she shall be considered to be acting in accordance with Board Policy.
2. Except in emergency situations, no teacher will be required to administer any medicine(s) or perform any medical procedure(s) for student(s). If teachers voluntarily agree to administer any medicine(s), they shall be considered to be acting in accordance with Board Policy.
3. All teachers involved with the education of a handicapped student shall be included in the IEP Conference for that child. Unless the teacher agrees otherwise, all such participation shall be on school time with release time for the affected teacher(s).
4. Special education teachers and classroom teachers shall be provided time, as needed, during the school day, to jointly meet to plan the instructional needs of the included students. At least one day release time shall be granted so that special education teachers may work on IEP's, inclusion, or team-teaching needs. Additionally, clerical support will be provided in coordination with building administrators and/or Coordinator of Special Services for special education teachers to assist them in routine paper work, i.e., notifying parents and other teachers of periodic reviews.
5. Current Standards of Ohio Department of Education will be followed.

## **M. Complaints Against and Discipline of the Professional Staff**

### Complaints Against the Professional Staff

Action concerning a complaint by a member of the community other than a student shall be initiated by the following procedure:

1. If requested by the complainant or teacher, a meeting involving the teacher, the principal and the complainant shall be arranged at a mutually convenient time within five (5) working days unless mutually extended to discuss the complaint.
2. If the complaint is unresolved, it may be submitted to the Superintendent.
3. If such conferences do not lead to understanding and resolution of the problems involved, the complainant may pursue further action by submitting in writing to the Board of Education a complaint against a teacher. The Superintendent shall give a copy of such complaint to the teacher.
4. The Board shall take action on such complaint at its next scheduled regular or special meeting which occurs no less than fifteen (15) days from its receipt of such written complaint.
5. The teacher may be represented at any step of this procedure by a representative of his/her choosing. Conferences regarding such complaint shall be private.

### Discipline of Professional Staff

1. Disciplinary action of a teacher by a school administrator shall mean written and/or oral reprimand.
2. Discussion of a written reprimand with the responsible administrator shall be in the presence of an Association representative upon the request of the teacher.
3. If the employee is unable to secure representation for a disciplinary meeting scheduled for the same day, such meeting will not take place until the employee is given sufficient time to secure representation.
4. Teachers shall not be verbally reprimanded in the presence of students, parents, other teachers, employees or members of the community unless such verbal reprimand is necessary to maintain the well-being of the school, (including the orderly conduct of school programs), the students, faculty and/or employees.

## **N. Committees**

1. The Board and the Association agree that teachers should participate in the following committees: (1) Calendar; (2) Curriculum; (3) Textbook; (4) Evaluation; (5) In-Service, reviewing and amending current educational problems and to make recommendations to the Board of Education thereon; (6) Local Professional Development Committee.

2. The Board recognizes that a collaborative effort among all Logan-Hocking School employees is essential. Therefore, a Labor-Management Committee will be formed in order to keep lines of communication open, encourage cooperation, and discuss issues of relevance to all parties.
3. With the exception of the Local Professional Development Committee and the Labor-Management Committee, the Association shall have the right to appoint at least 50% of the membership of committees. The Superintendent or his/her designee shall appoint the balance of committee membership.
4. The Local Professional Development Committee (LPDC) will have 8+1 members, comprised of the following: the Assistant Superintendent or Director of Instruction; the LEA president or his or her designee; two elementary teacher, ~~one~~ two middle school teachers and two secondary teachers, appointed by the LEA President with input from the Assistant Superintendent and/or Director of Instruction. The district's EMIS Coordinator will sit on the LPDC, assist the LPDC Chairperson and not have a vote on the LPDC. All LPDC committee members will be compensated for time spent at the rate of \$25.00 per hour. Storage files and secretarial services shall be provided by the Board of Education.
5. All LPDC committee members will be compensated for time spent at the rate of \$15.00 per hour. Storage files and secretarial services shall be provided by the Board of Education.
6. A committee comprised of specialists, regular classroom teachers, and administrators shall be formed to discuss equitable distribution of specials and specialists' schedules. The committee will address these issues prior to and during the transition to the new school buildings and will meet on an as-needed basis afterwards.
7. Master Teacher Committee
  - a. A Master Teacher Committee shall be established for the purpose of designating teachers in the building/district as Master Teachers in accordance with the recommendations of the Ohio Department of Education.
  - b. The Master Teacher Committee shall be comprised of a majority of practicing teachers. The Association shall appoint three (3) teachers to the committee and the Superintendent shall appoint two (2) district administrators.
  - c. The Master Teacher Committee members shall jointly establish a Plan of Operation for the appropriate designation of a Master Teacher, including but not limited to: the time and location of meetings, the application and review process, the dissemination of general information to local Association members, and the appeal procedure.
  - d. All members of the Master Teacher Committee shall be compensated for time spent at the rate of \$15.00 per hour.

## **O. Tobaccoless School Buildings**

All school buildings will be smokeless and tobacco free when required by State or Federal Law.

## **P. Audio and Video Usage**

1. Audio and video devices within the school district will not be utilized to monitor members' everyday work activities. Subject to the foregoing, the cameras, however, can be utilized to provide evidence in disciplinary proceedings that will confirm or rebut incidents or problems that involve misconduct.

## **ARTICLE XVI FORMS**

A committee composed of three (3) administrators and three (3) bargaining unit members shall review the following forms and make recommended changes to the parties. The recommended changes shall be submitted to the Board and the Association for ratification. If approved by both parties, they shall be included as part of this agreement:

1. Leaves of Absence
2. Teacher Evaluation Form
3. Teacher Observation Form

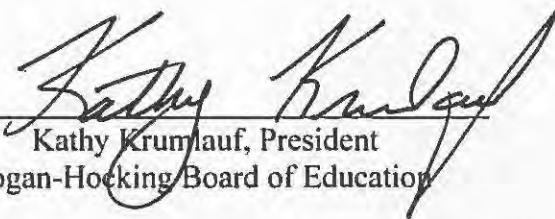
## **ARTICLE XVII PRINCIPAL EVALUATION**

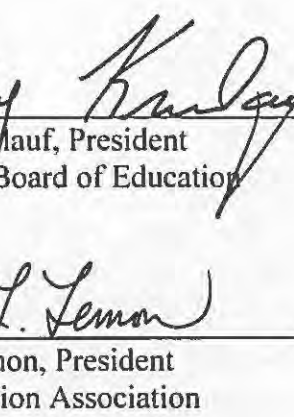
The Association will distribute principal evaluation forms to its members which may be completed by all teachers. All evaluations shall include recommendations for improvement. All completed forms signed and unsigned will be forwarded to the Association President. The Association President will distribute copies of each completed form to the Building Principal and a copy shall be retained for the Association. These completed forms will be forwarded by the second Friday in December to the Building Principal and the Association President. Conferences between the teacher and Building Principal may be held. If requested, the teacher may have association representation.


**M A S T E R**  
**A G R E E M E N T**

Between the  
Logan-Hocking Board of Education  
and the  
The Logan Education Association/OEA/NEA

Adopted June 22, 2015

  
Kathy Krumlauf, President  
Logan-Hocking Board of Education

  
Brenda Lemon, President  
Logan Education Association

  
Matthew Conrad  
O.E.A. Labor Relations Consultant

# Logan Hocking School District Ohio Teacher Evaluation System (OTES) Manual





# Logan-Hocking School District

Evaluation Information Overview	pages 3-5
Student Learning Objectives (SLO's) Procedures and Guidelines	page 6
SLO Growth Rating Chart	page 7
Evaluator's Record for Teacher Evaluation	pages 8-9
Teacher Performance Evaluation Rubric	pages 10-15
Teacher Self-Assessment Summary Tool	page 16
Teacher Professional Growth Plan	page 17
Teacher Standards Pre-Observation Form	pages 18-19
Post Conference Sample Questions	page 20
Improvement Plan	pages 21-23
Final Summative Rating of Teacher Effectiveness Form	page 24
Evaluation Committee	page 25

# Logan-Hocking Local School District Information and Guidelines School Year

## **PURPOSE:**

The purpose of the Logan-Hocking School District Evaluation Manual is to provide teachers and evaluators with a user-friendly resource so they know exactly what needs to be completed and are prepared for the evaluation process.

## **EVALUATION Guidelines**

If you are:

- Rated “Ineffective” or on a Probationary contract, you will complete a full-cycle evaluation plus one additional observation.
- Rated “Developing” or are up for contract, you will complete a full-cycle evaluation.
- Rated “Skilled”, you will complete a full-cycle evaluation every two (2) years. Prior to the first observation, teachers will be notified if they must complete a full-cycle evaluation during the current year.
- Rated “Accomplished”, you will complete a full-cycle evaluation every three (3) years. Prior to the first observation, teachers will be notified if they must complete a full-cycle evaluation during the current year.

Prior to the first observation, teachers will be notified if they must complete a full-cycle evaluation during the current year.

## **A Full-Cycle Evaluation Consists of:**

### **Observation #1**

- Pre-Conference: Teachers complete pre-observation questions (form, pgs. 19-21) which address: Lesson Focus, Knowledge of Students, Differentiation, and Collaboration and Communication (REQUIRED)
- Observation (REQUIRED)
- Post-Conference: Can review Assessment Data, Assessment of Student Learning, and other deficient areas. (OPTIONAL)
- Informal Observation - Guided by missing evidence (REQUIRED)

### **Observation #2**

- Pre-Conference - As needed by evaluator or teacher. Guided by missing evidence from previous observation. (OPTIONAL)
- Observation (REQUIRED)
- Post Conference (OPTIONAL)
- Informal Observation (REQUIRED)

### **Observation # 3 (TEACHERS RATED INEFFECTIVE AND/OR ON A PROBATIONARY CONTRACT ONLY)**

- Pre-Conference - As needed by evaluator or teacher. Guided by missing evidence from previous observation. (OPTIONAL)
- Observation (REQUIRED)
- Post Conference (OPTIONAL)
- Informal Observation (REQUIRED)

Teachers will receive a standardized letter with a copy of their summative rating and contract recommendation.

Overall formal observation ratings are based on percentage of ratings (i.e. if 6 skilled and 4 accomplished teacher is rated skilled).

### **IF YOU PLAN TO RETIRE AT THE END OF THIS SCHOOL YEAR**

You may not need to participate in the evaluation process if you plan to retire at the end of the school year. You must notify the building principal by December 1st.

### **On Leave for 50% or More this School Year?**

An evaluation cycle may not be implemented for any teacher who will be on leave for 50% of the school year. Be sure to notify your building principal if this applies to you.

# Student Learning Objectives (SLO's)

## Procedures and Guidelines

1. Teachers will be given time during an inservice day to write their SLOs. Completed SLO's are due November 1st. All SLO's will be reviewed by the building committee and approved by November 15th.
2. Pre Test – No Review – **Give within the first two weeks.**
3. Pre- and Post-Tests will be consistent with all other standardized assessments given in the district. The test should be given as a standardized assessment without review or assistance provided during the testing period (i.e., no re-takes or do over's). \*\*Special Education modifications should be the same as all other assessments (follow the IEP).
4. SLO Templates – Located in Shared Documents

5. SLO Growth Measure:

Figure 8: Five-Level to Three-Level Conversion Table

	5-level rating	3-level rating
90 - 100%	Most Effective (5)	Above
80 - 89%	Above Average (4)	
70 - 79%	Average (3)	Expected
60 - 69%	Approaching Average (2)	
59 or less%	Least Effective (1)	Below

Teacher's Name \_\_\_\_\_

Evaluator's Record for Teacher Evaluation

To whom does this apply?	Action	MUST BE DONE BY	Date Completed	Notes
RE Years 1 & 2 Required; All Others Teachers <b>Optional</b>	Self Assessment form for ODE			
All Teachers	Professional Growth or Improvement Plan <b>(Required)</b> <b>*Improvement Plan required if previously rated Ineffective.</b>	September October		
↓	Pre-Conference for Observation #1 <b>(Required - Form)</b>	Observation 1 January 15th		
↓	Observation #1 <b>(Required)</b> <b>Prior to January 15th</b>	↓		
↓	Post-Conference for Observation #1 <b>(Optional)</b>	↓		
↓	Informal Observation #1 <b>(Required)</b>	↓		
Teachers up for a contract, on a probationary contract, or rated Developing or Ineffective	Pre-Conference for Observation #2 <b>(Optional)</b>	Observation 2 January 15th* May 1st		
↓	Observation #2 <b>(Required)</b> <b>Prior to May 1st or January 15th*</b> if on a probationary contract or rated Ineffective	↓		
↓	Post-Conference of Observation #2 <b>(Optional)</b>	↓		
↓	Informal Observation #2 <b>(Required)</b>	↓		

Teacher's Name \_\_\_\_\_

Evaluator's Record for Teacher Evaluation – Continued

To whom does this apply?	Action	MUST BE DONE BY	Date Completed	Notes
Teachers on a probationary contract or rated Ineffective	Pre-Conference for Observation #3 (Optional)	<b>Observation #3 May 1st</b>		
↓	Observation #3 (Required)	↓		
↓	Post-Conference for Observation #3 (Optional)	↓		
↓	Informal Observation (Required)	↓		
Principals; Teachers on a probationary contract, rated Ineffective, or on an improvement plan	Improvement Plan Evaluation	<b>May 1st</b>		
Principals	<ul style="list-style-type: none"> <li>• Written Evaluation Report with rating given to teacher.</li> <li>• Evaluation Report with rating submitted to Superintendent. Contract recommendation is submitted at this time if teacher is up for contract.</li> <li>• Written Evaluation and rating placed in teacher's personnel file.</li> </ul>	<b>May 10th</b>		



# 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 formal observation, the informal observation(s), and the post-observation conference (if applicable). When completing the performance rubric, please note that evaluators are not expected to gather evidence on all indicators for each observation cycle. Likewise, teachers should not be required to submit additional pieces of evidence to address all indicators. The professionalism section of the rubric may use evidence collected during the pre-observation and post-observation conferences as well as information from the Professional Growth and/or Improvement Plan (if applicable).

INSTRUCTIONAL PLANNING			
	Ineffective	Developing	Proficient
<p><b>FOCUS FOR LEARNING</b> (Standard 4: Instruction)</p> <p>Sources of Evidence: Pre-Conference</p>	<p>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.</p>	<p>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.</p>	<p>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.</p>
<p><b>ASSESSMENT DATA</b> (Standard 3: Assessment)</p> <p>Sources of Evidence: 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 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>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 uses assessment data to identify student strengths and areas for student growth.</p>

INSTRUCTIONAL PLANNING				
	Ineffective	Developing	Proficient	Accomplished
<p><b>PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS</b> (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 uses the input and contributions of families, colleagues, and other professionals in understanding each learner's prior knowledge and <u>supporting</u> their development. The teacher makes meaningful and relevant connections between <u>lesson</u> 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 demonstrates a lack of familiarity with students' backgrounds and <u>has</u> made no attempts to find this information.</p> <p>The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.</p>	<p>The teacher demonstrates <u>some familiarity</u> with students' background knowledge and experiences and describes one procedure used to obtain this information.</p> <p>The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.</p>	<p>The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.</p> <p>The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.</p>	<p>The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information.</p> <p>The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans.</p> <p>The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.</p>

Instruction and Assessment				
	Ineffective	Developing	Proficient	Accomplished
<p><b>LESSON DELIVERY</b> (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>
<p><b>DIFFERENTIATION</b> (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>
<p><b>RESOURCES</b> (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>

Instruction and Assessment		Ineffective	Developing	Proficient	Accomplished
<p style="text-align: center;"><b>CLASSROOM ENVIRONMENT</b> (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)</p> <p style="text-align: center;"><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>The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses students questions or comments but does not inquire about their overall <u>well-being</u>.</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>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>There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.</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>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>Routines are <u>well-established</u> and orderly and students initiate responsibility for the efficient operation of the classroom.</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 transitions between learning activities, but occasionally loses some instructional time in the process.</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>Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.</p>	
	<p>The teacher creates a learning environment that allows for little or no communication or engagement with families.</p>	<p>The teacher welcomes communication from families and replies in a timely manner.</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>The teacher engages in two-way, ongoing communication with families that <u>results</u> in active volunteer, community, and family partnerships which contribute to student learning and development.</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>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>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 <u>evident</u>. Monitoring of student behavior is consistent, appropriate, and effective.</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>	

Instruction and Assessment		Ineffective	Developing	Proficient	Accomplished
<p style="text-align: center;"><b>ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</b></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 uses assessments to measure student mastery, but may not differentiate instruction based on this information.</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 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 rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion.</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 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 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>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 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 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>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>	

Professionalism		Ineffective	Developing	Proficient	Accomplished
<p><b>PROFESSIONAL RESPONSIBILITIES</b> (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; <u>daily</u> 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 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 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 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 fails to understand and follow regulations, policies, and agreements.</p>	<p>The teacher understands and follows district policies and state and federal regulations at a minimal level.</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 meets ethical and professional responsibilities and helps <u>colleagues</u> access and interpret laws and policies and understand their implications in the classroom.</p>	
	<p>The teacher fails to demonstrate evidence of <u>an ability</u> to accurately self-assess performance and to appropriately identify areas for professional development.</p>	<p>The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.</p>	<p>The teacher sets <u>data-based</u> short- and long-term professional goals and takes action to meet these goals.</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>	

# Ohio Teacher Evaluation System

## Self-Assessment

### 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.

	Standard	Strengths	Areas for Growth	Priorities (Check 2)
Standard 1 Students	<ul style="list-style-type: none"> <li>Knowledge of how students learn and of student development</li> <li>Understanding of what students know and are able to do</li> <li>High expectations for all students</li> <li>Respect for all students</li> <li>Identification, instruction and intervention for special populations</li> </ul>			
Standard 2 Content	<ul style="list-style-type: none"> <li>Knowledge of content</li> <li>Use of content-specific instructional strategies to teach concepts and skills</li> <li>Knowledge of school and district curriculum priorities and Ohio academic content standards</li> <li>Relationship of knowledge within the discipline to other content areas</li> <li>Connection of content to life experiences and career opportunities</li> </ul>			
Standard 3 Assessment	<ul style="list-style-type: none"> <li>Knowledge of assessment types</li> <li>Use of varied diagnostic, formative and summative assessments</li> <li>Analysis of data to monitor student progress and to plan, differentiate, and modify instruction</li> <li>Communication of results</li> <li>Inclusion of student self-assessment and goal-setting</li> </ul>			
Standard 4 Instruction	<ul style="list-style-type: none"> <li>Alignment to school and district priorities and Ohio academic content standards</li> <li>Use of student information to plan and deliver instruction</li> <li>Communication of clear learning goals</li> <li>Application of knowledge of how students learn to instructional design and delivery</li> <li>Differentiation of instruction to support learning needs of all students</li> <li>Use of activities to promote independence and problem-solving</li> <li>Use of varied resources to support learner needs</li> </ul>			
Standard 5 Learning Environment	<ul style="list-style-type: none"> <li>Fair and equitable treatment of all students</li> <li>Creation of a safe learning environment</li> <li>Use of strategies to motivate students to work productively and assume responsibility for learning</li> <li>Creation of learning situations for independent and collaborative work</li> <li>Maintenance an environment that is conducive to learning for all students</li> </ul>			
Standard 6 Collaboration	<ul style="list-style-type: none"> <li>Clear and effective communication</li> <li>Shared responsibility with parents/caregivers to support student learning</li> <li>Collaboration with other teachers, administrators, school and district staff</li> <li>Collaboration with local community agencies</li> </ul>			
Standard 7 Professional Responsibility and Growth	<ul style="list-style-type: none"> <li>Understanding of and adherence to professional ethics, policies and legal codes</li> <li>Engagement in continuous, purposeful professional development</li> <li>Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement</li> </ul>			

# Ohio Teacher Evaluation System

# Professional Growth Plan

## Professional Growth Plan

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

Self-Directed

Collaborative

Teacher

Evaluator

Annual Focus These are addressed by the evaluator as appropriate for this teacher.	Date Record dates when discussed	Areas for Professional Growth supports needed, resources, professional development
<p><b>Goal 1: Student Achievement/Outcomes for Students</b> Goal Statement: _____ Evidence Indicators: _____</p>		
<p><b>Goal 2: Teacher Performance on the Ohio Standards for the Teaching Profession</b> Goal Statement: _____ Evidence Indicators: _____</p>		

Evaluator Signature \_\_\_\_\_

Date \_\_\_\_\_

Teacher Signature \_\_\_\_\_

Date \_\_\_\_\_

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



**Pre-Observation Planning and Lesson Questions**

The questions provided are intended to guide thinking and conversation

**INSTRUCTIONAL PLANNING:**

**FOCUS (Standard 4: Instruction)**

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

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

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

## **INSTRUCTION AND ASSESSMENT:**

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

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

## **PROFESSIONAL RESPONSIBILITIES:**

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

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

Post Conference-May Review the Following

**INSTRUCTIONAL PLANNING:**

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

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

**INSTRUCTION AND ASSESSMENT:**

**ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)**

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

**OTHER AREAS IDENTIFIED AS NEEDING EVIDENCE OR IMPROVEMENT**

## 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: Evaluation of Plan**

Teacher Name: \_\_\_\_\_ Grade Level/ Subject: \_\_\_\_\_  
School year: \_\_\_\_\_ Building: \_\_\_\_\_ Date of Evaluation: \_\_\_\_\_

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

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

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

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

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

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

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

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

### 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.*

## Final Summative Rating of Teacher Effectiveness



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

**Still have questions?**

**We are here to help. Ask your building principal or contact one of the Evaluation Committee Members:**

**Jasmine Ball  
Christy Bosch  
Alyssa Burns  
Connie Fleming  
Chad Grow  
Debbie Heath  
Brenda Lemon  
Andy Rice  
Josh Straus**