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# **Collective Bargaining Agreement**

between the

**Woodridge Education Association**

and the

**Woodridge Local School District  
Board of Education**

**August 1, 2016 - July 31, 2018**

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## **ARTICLE I. RECOGNITION**

- A. The Woodridge Local School District Board of Education ("Board") recognizes the Woodridge Education Association ("Association"), an affiliate of the Ohio Education Association/National Education Association, as the sole and exclusive representative and negotiating agent for certificated personnel as defined in Ohio Revised Code Section 4117.01(I).
- B. Those excluded from the bargaining unit shall be limited to supervisory and management level employees, substitute teachers, teacher aides, noncertified employees, and other casual employees defined in Paragraph D below.
- C. Supervisory and management level employees shall be defined as persons who by contract and certification are Superintendents, directors, principals, assistant principals, certified District supervisors, administrative coordinators, or any other certificated employees who have the authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees; to responsibly direct them; to adjust their grievances; or to effectively recommend such action if the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment, provided, however, that employees who are department chairpersons or teachers shall not be deemed supervisors, but shall be members of the bargaining unit.
- D. "Casual employees" shall be defined as persons employed for intermittent periods of time. Substitute teachers who work more than sixty (60) consecutive days in the same assignment per school year shall not be considered casual employees, and shall be a part of the bargaining unit.
- E. Recognition of the Association as the sole and exclusive representative of members of the above-defined bargaining unit shall be for the term of this Agreement without challenge as provided for in Ohio Revised Code Chapter 4117 and will continue thereafter until and/or unless the Association's status as exclusive representative is altered pursuant to Ohio Revised Code Chapter 4117.

## **ARTICLE II. BARGAINING PROCEDURE**

- A. Requests for Negotiations
  - 1. Requests for an initial meeting by either the Board or the Association shall be made in writing to the other party prior to March 1 of the year in which this Agreement expires. Acknowledgement of such requests shall be in writing. Prior to the first meeting between the negotiating teams, representatives for the Board and the Association may discuss the manner in which bargaining shall take place. Nothing in this Agreement shall prevent the parties from selecting an alternative form of negotiations.
  - 2. The party initiating the request is responsible for filing a Notice to Negotiate with the State Employment Relations Board.

B. Bargaining Team

Negotiations will be conducted through meetings of negotiators selected by the Board and negotiators selected by the Association. Each team shall have no more than five (5) members. No more than one (1) Association team member shall be a non-employee and no more than one (1) Board team member shall be a non-employee or non-Board member of the District.

C. Meetings

An agreement will be reached within ten (10) days of the request for negotiations as to the time and place of the initial meeting. The meeting shall be held by April 1.

D. Scope of Bargaining

The scope of negotiations shall be wages, hours, terms and other conditions of employment, the continuation, modification or deletion of existing provisions, and any other items mutually agreed upon.

E. Exchange of Information

Unless an alternative form of negotiations is selected, each team shall present, exchange and clarify its proposals on the items that the team proposes to be negotiated at the first scheduled negotiations session. The parties agree to furnish each other, upon request, all available information pertinent to the issues to be negotiated. Such information shall be in the form of documentation and other data which already exists and neither party shall be required to create documentation to fill the request of the other party.

F. Caucus

Upon request of either party, the negotiations meeting shall be recessed to permit the requesting party a reasonable period of time to caucus. Caucuses shall be reasonable in length. If, however, the caucus is to be more than thirty (30) minutes in length, it is the intent of the parties that the other party shall be advised, and the parties shall consider whether there should be a more formal break in the negotiations meeting.

G. Tentative Agreement

1. As items are agreed upon by the negotiating teams, they shall be initialed by the spokesperson for each team and dated. Such tentative agreements shall be in language which clearly expresses the entire contractual provision agreed to and shall not require reference to other documents in order to arrive at an understanding of the tentative agreement.
2. When the negotiating teams have arrived at tentative agreement on all items at negotiations, the tentative agreements shall be reduced to a proposed contract which shall be initially submitted to the membership of the bargaining unit and recommended for ratification by the negotiating team. When the bargaining unit



has ratified the agreement, the Association President, as well as the members of the negotiating team, shall sign the agreement and submit it to the Board. The Board shall be presented the tentative agreement, and the negotiating team for the Board shall recommend the adoption and approval of the agreement. The Board shall act on the tentative agreement within twenty (20) calendar days of the ratification by the bargaining unit.

H. Disagreement

If an agreement is not reached not less than fifty-one (51) days before the expiration of this Agreement, either party may, after notice to the other party, request the Federal Mediation and Conciliation Service (FMCS) to appoint a mediator for the purpose of assisting the parties in reaching an agreement. This procedure is intended by the parties to represent the mutually agreed dispute resolution procedure for negotiations and is intended to supersede the statutory procedure contained in Ohio Revised Code Section 4117.14.

I. Miscellaneous

1. Negotiation Notes:

Each of the parties may take notes of each session as desired.

2. Submission of Issues:

Proposals shall, in form and detail, specify that to which agreement is sought in terms that are readily comprehensible and that include all concepts being pursued as to the particular subject. Topical listings ("laundry list") shall constitute a clear failure of compliance with this requirement and may be disregarded. All issues proposed for negotiation shall be submitted by the parties at the first meeting. No new issues shall be submitted thereafter except by mutual agreement.

3. Assistance

The parties may call upon professional and lay consultants to consider matters under discussion and to make suggestions. The costs of such consultants shall be borne by the parties requesting them. The party seeking to use the consultant shall advise the chief negotiator for the other team of the identity of the consultant and the subject to be addressed, at least twenty-four (24) hours in advance of the consultant's appearance at a negotiation session.

J. Interim Negotiations

1. If bargaining is required either by this Agreement or by law during the term of this Agreement, the parties agree to bargain the issue(s) for a period of time not to exceed fifteen (15) days unless such time limitation is extended by mutual agreement.

2. In the event that the bargaining issue(s) are not resolved within the prescribed time limitations, the parties agree to seek the assistance of the Federal Mediation and Conciliation Service (FMCS).
3. If mediation does not resolve the issue(s) within fifteen (15) days after the start of mediation, the Association has the option to strike after providing notification as specified in Ohio Revised Code Chapter 4117, and this Agreement shall be considered expired.
4. This procedure is intended by the parties to represent the mutually agreed dispute resolution procedure for interim negotiations and is intended to supersede the statutory procedure contained in Ohio Revised Code Section 4117.14.

### **ARTICLE III. GRIEVANCE PROCEDURE**

#### **A. Grievance Policy**

The Board recognizes a procedure is required whereby bargaining unit members can be assured of a prompt, impartial and fair hearing on their grievances. Such procedure shall be available to all bargaining unit members and no reprisals of any kind shall be taken against any bargaining unit member initiating or participating in the Grievance Procedure.

#### **B. Definitions**

1. A grievance is a written complaint involving the alleged violation, misinterpretation, or misapplication of this Agreement.
2. A grievant is a member or group of members of the bargaining unit or the Association filing a grievance.

#### **C. Timelines**

The timelines contained within the grievance procedure for the filing of a grievance or the appealing of the grievance to the next step are to be considered maximums. Failure to adhere to the timelines for the filing of a grievance or the appealing of a grievance to the next level shall act as a bar to any further processing of the grievance under this grievance procedure. Timelines may be extended upon the written mutual agreement of the parties.

#### **D. Procedure**

##### **1. Level I**

A grievant shall initially announce the existence of a grievance and discuss it on an informal basis with the principal or immediate supervisor.

2. Level II

- a. Within twenty (20) calendar days after the grievant knew or reasonably should have known of the event or condition which gives rise to the alleged grievance, the grievant shall file a written grievance with the Superintendent. The written grievance shall specify the name of the grievant, the date of the event which gives rise to the alleged grievance, the provisions of this Agreement which have been allegedly violated, misinterpreted, or misapplied, a brief statement of the nature of the grievance and the remedy sought by the grievant.
- b. Within ten (10) calendar days after receipt of the written grievance by the Superintendent, the Superintendent shall meet with the grievant to discuss the content of the grievance.
- c. The grievant may be represented at this meeting by a representative of his/her choice.
- d. Within ten (10) calendar days after the meeting with the Superintendent, the Superintendent shall render a written decision on the grievance.

3. Level III

- a. If the grievant is not satisfied with the disposition of his grievance at Level II, or if no decision has been rendered within ten (10) calendar days after meeting with the Superintendent, the grievant may file the written grievance with the Board within fifteen (15) days.
- b. At the next regular Board meeting which occurs not less than three (3) calendar days after the receipt of the written grievance, the Board shall meet with the grievant in executive session to discuss the content of his/her grievance.
- c. The grievant may be represented by a representative of his/her choice at the meeting with the Board.
- d. Within ten (10) calendar days after the meeting with the grievant, the Board shall render its decision which shall be in writing and signed by the Board President.

4. Level IV

- a. If the grievant is not satisfied with the disposition of his grievance at Level III, or if no decision had been rendered within ten (10) calendar days after meeting with the Board, the grievant (through the Association) may demand a hearing before an arbitrator.

- b. The grievant's demand for arbitration shall be made within ten (10) days following receipt of the disposition of the grievance at Level III. The grievant's demand for arbitration shall be made in writing to the Superintendent. Within ten (10) days following receipt by the Superintendent of the grievant's request for arbitration, the Board (or its designated representative) and the grievant shall mutually petition the American Arbitration Association (AAA) to provide both parties with a list of arbitrators. Arbitrators will be selected in accordance with the Voluntary Labor Arbitration Rules of the AAA.
- c. Once the arbitrator has been selected, he/she shall proceed with the arbitration of the grievance in accordance with the Voluntary Labor Arbitration Rules of the AAA. The arbitrator shall have the authority to consider only a single grievance, or several grievances involving a common question of interpretation or application. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to the Association and the Board. The decision of the arbitrator shall be binding on the Board, the Association, and the grievant.
- d. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Collective Bargaining Contract, nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted to him/her, or to submit observations or declarations of opinion, which are directly essential in reaching the determination.
- e. The costs for arbitration, including the administrative fee, shall be shared equally by the Board and the Association.

E. Miscellaneous

- 1. The Association President shall receive prior notice of each meeting above Level I held to resolve a grievance formally filed. Decisions rendered at each formal level will be made in writing setting forth the decision and the reason(s) therefore, and will be transmitted promptly to all parties in interest, to the Association President, and the administrator involved.
- 2. Nothing contained herein will be construed as limiting the right of any bargaining unit member having a complaint or problem to discuss the matter informally with any appropriate member of the Administration, and having the complaint adjusted. The Association President shall be notified in writing of any such adjustment that occurs.
- 3. No records, documents, or communications concerning a grievance will be placed in a bargaining unit member's personnel file.

4. A grievant has the right to representation at all levels of the grievance procedure.
5. The parties shall schedule meetings and hearings at all levels of the grievance procedure so that the educational process will not be interrupted.
6. An Association representative and up to two (2) necessary witnesses shall be accorded a reasonable amount of release time to attend hearings at Levels 1-3 of the grievance procedure if the hearing is scheduled during the workday. The attendance of the witnesses and their identities must be made known to the Administration prior to the scheduling of the meeting or hearing at Levels 1-3.

#### **ARTICLE IV. ASSOCIATION RIGHTS**

**A. Use of Buildings**

Association representatives shall have the right to use school buildings to conduct meetings, provided that such use does not interfere with or interrupt normal instructional programs of the District and such use is with the building administrator's knowledge and approval. Such approval shall not be unreasonably withheld.

**B. Building Visitation**

Association representatives shall be permitted to transact official business on school property, provided that it shall not interfere with or interrupt normal instructional programs of the school District and the representative(s) adheres to the visitor's policy of the building, if appropriate.

**C. Bulletin Boards**

The Board shall provide the Association with adequate bulletin board space in every school building. Association representatives shall have access to such bulletin board space and the right to post and remove notices of Association activities and matters of concern in such space.

**D. Use of Mailboxes**

Association representatives shall have the right to use the District's mailing and electronic mailing systems in transmitting materials; however, the elected official of the Association shall be responsible for all the materials as to quantity and content.

**E. Board Meeting Notification**

The Board will continue to provide the following information online:

1. Advance notice of the time, date and place of all meetings;

2. The agenda (and attachments, if any) for each Board meeting; and
3. The minutes of each Board meeting.

F. Association Announcements

At the conclusion of building staff meetings and District-wide staff meetings, Association representatives may make announcements pertaining to Association business. Upon the request of the Association President to the Superintendent, the Association President or his/her designee shall be given the right to address the staff at the first District-wide staff meeting of each school year.

G. Staff Directory

The District's Staff Directory is available to any bargaining unit member electronically.

H. Public Information

The Association President or his/her designee may have access to those public records maintained by the Board that are not confidential or privileged communications or information under state and/or federal law. Such access shall be during normal business hours and copies of those pertinent public records will be provided upon written request and will be subject to reasonable costs of reproduction. The cost of reproduction may be waived by the Superintendent.

I. Use of Equipment

Subject to the approval of the Administration which shall not be unreasonably withheld, an Association representative may have the reasonable use of school equipment which is generally used by the staff. Any such use shall be subject to payment of the usual and customary charge for the use of equipment and/or supplies.

J. Association Leave

The Association shall be granted six (6) days per school year for Association business, not more than three (3) of which may be used by any particular person. The Association must notify the Superintendent or designee prior to the leave.

K. Collaboration

In the interest of fostering a collaborative spirit at all levels of the District, it is mutually understood that the Association membership has the opportunity to communicate on matters of concern with any member of the Board and its Student Achievement Liaisons.

L. Academic Distress

If the District enters Academic Distress, as defined by Ohio Revised Code Section 3302.10, the parties agree to bargain any impact on this Agreement of any mandates.

## **ARTICLE V. INDIVIDUAL RIGHTS**

### **A. Personnel Files**

1. The Bargaining unit members shall be permitted to review their personnel files, also referred to as their anecdotal records, except letters of reference or materials received prior to employment. Such review shall be done in the presence of the custodian of the records or his/her representative.
2. Bargaining unit members shall receive a copy of any and all items which are capable of being duplicated placed in their personnel files excluding routine payroll-related documents, letters of reference or materials received prior to employment. On request, the entire contents or any portion of such file, excluding letters of reference or materials received prior to employment, shall be duplicated and forwarded to the bargaining unit member provided the materials are capable of being duplicated and provided further that the Board will be obligated to provide such contents or any portion thereof only once. Requests for more than forty-five (45) pages may be subject to the usual and customary cost of reproduction.
3. Materials placed in a bargaining unit member's file after August 15, 1987, other than routine payroll-related documents, will be dated and signed by the person making the entry.
4. The official personnel file pertaining to the employment and performance of each bargaining unit member will be maintained at the offices of the Administration presently located at 4411 Quick Road.
5. Bargaining unit members shall be permitted to review their files as prescribed in Paragraph 1 above, by prior appointment or other mutually convenient arrangement with the custodian of the records, during the posted hours, holidays excluded, within two (2) working days after the request is made.
6. Should a public records request to examine a bargaining unit member's personnel file be made, the Superintendent or his/her designee will notify the member of the request by telephone and school e-mail and afford the member, if possible, an opportunity to be present when access is granted. The Superintendent or his/her designee shall be present whenever a non-employee is reviewing a member's personnel file.

### **B. Non-renewal and Discharge**

1. The termination of a bargaining unit member's contract shall be in accordance with the provisions of the Ohio Revised Code Section 3319.16 and related provisions.
2. If the Superintendent intends to recommend the non-renewal of a limited teaching contract following the first or second year of employment in the District, the

Superintendent shall give the bargaining unit member notice when he/she intends to make the recommendation to the Board. The evaluation of the bargaining unit member shall be in accordance with Article XI. This provision supersedes the provisions of Ohio Revised Code Section 3319.11.

3. Beginning the third year of employment, the non-renewal of a limited contract of a bargaining unit member shall be in accordance with the provisions of Ohio Revised Code Section 3319.11. The evaluation of the bargaining unit member shall be in accordance with Article XI.
4. Written notice of non-renewal shall be given to a bargaining unit member on or before June 1 of the year in which the bargaining unit member's limited contract expires.
5. In the event a member is called to a disciplinary conference or a meeting where the member reasonably believes discipline may result, the bargaining unit member may be accompanied by a representative. Such right to representation shall not unduly delay the convening of a disciplinary conference.
6. No bargaining unit member may be disciplined without just cause.

C. Protection of Bargaining Unit Members

1. Reasonable physical force may be used by a bargaining unit member to protect himself/herself or another bargaining unit member and/or student from possible injury or to restrain a disruptive student consistent with Ohio law on student restraint and seclusion. Appropriate training will be offered to all bargaining unit members at District expense.
2. Bargaining unit members will immediately report all such instances, as well as cases of alleged assault upon themselves while in the course of their employment, to the principal or immediate supervisor, in writing, giving in detail the circumstances thereof.

D. Professional Meetings and Conferences

1. Bargaining unit members are encouraged to attend professional meetings that contribute to the improvement of the educational program. Subject to the approval of the Superintendent, each bargaining unit member shall have the opportunity to attend such meetings as a representative of the District. In order to regulate attendance at these meetings, certain procedures must be observed as required by the Administration.
2. Subject to approval by the Superintendent, elected delegates, not to exceed two (2) in number, to the OEA delegate assemblies may be granted leave to attend these assemblies. Approval shall not be unreasonably withheld. The leave cannot exceed a total of three (3) days for each delegate. Where such delegates are replaced by substitute teachers, the cost thereof shall be equally shared by the



Association and the Board. Bargaining unit members will submit anticipated absence requests to the Superintendent as soon as the delegates are selected.

E. Labor-Management Committee

1. A Labor-Management Committee (LMC) shall be established as an aid to the communication between the parties to this Agreement. The functions of the committee shall be to confer on all matters of concern, to keep both parties informed of changes and developments, to confer over potential problems in order to keep such matters from becoming major in scope. The membership of this committee shall be the Superintendent, (his/her designee), the Association President and the Association Vice President.
2. The LMC shall be scheduled to meet on a monthly basis, but may be canceled if there is no reason to meet.

F. No Reprisals

The Board agrees that neither it nor its agents will take reprisals against the Association or any bargaining unit member for engaging in protected activity in connection with collective bargaining (including the processing of grievances) or a lawful strike. One who claims a violation of this provision shall have the option of pursuing the claim through either the grievance procedure of this Agreement (Article III) or through a claim before the State Employment Relations Board.

## ARTICLE VI. LEAVE PROVISIONS

A. Sick Leave

1. Sick leave shall be earned by all full-time bargaining unit members on the basis of one and one-fourth (1 1/4) days per month of employment. Bargaining unit members shall be entitled to accumulate fifteen (15) days of sick leave per year. Part-time bargaining unit members shall be credited with a pro rata amount of sick leave proportioned to the amount of time employed each day; this provision supersedes Ohio Revised Code Section 3319.141 as to part-time employees.
2. Unused sick leave is cumulative without limit.
3. Bargaining unit members who exhaust their sick leave or new bargaining unit members who have not accumulated enough sick leave shall be advanced five (5) days per year as long as the days can be earned back by the end of that school year (school year for this purpose means September through August). At the discretion of the Board, a bargaining unit member may be advanced additional sick leave days. So long as the bargaining unit member remains in the employment of the Board, the bargaining unit member is required to earn back any advanced Sick Leave days so no loss in pay results. Should the bargaining unit member leave the employment of the Board, be placed on unpaid Leave of

Absence, or die, any remaining advanced sick days will be deducted from the final adjusted pay or estate.

4. Sick leave may be used for absence due to illness, injuries, exposure to contagious disease, pregnancy, adoption, and an illness or death in the bargaining unit member's immediate family. If medical attention is required, the bargaining unit member shall provide the name and address of the attending physician and the dates on which he/she consulted with the physician, if requested.
5. Illness in the immediate family is interpreted to include parent, parent-in-law, spouse, child, stepchild, or any dependent (if allowed as a state or federal exemption) residing in the bargaining unit member's household.
6. Death in the immediate family is interpreted to include all of the above plus grandparent, grandparent-in-law, grandchild, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, niece, and nephew or any other person who held a close relationship to the bargaining unit member similar to a member of the immediate family.
7. Sick leave for purposes of adoption is available under this Section if the adopted child is received within the work year specified in Article VII, Section A of this Agreement and shall not exceed ten (10) consecutive work days per adoption, to be taken within the period beginning two (2) calendar weeks prior to and ending two (2) calendar weeks after receipt of the child. Appropriate documentation confirming the date the child is received will be submitted to the building principal. For purposes of this provision, the adoption of multiple children at the same time constitutes a single adoption.

B. Family and Medical Leave

1. An eligible bargaining unit member may take up to twelve (12) weeks of leave in a 12-month period under the federal Family and Medical Leave Act. The 12-month period will be from August 1 through July 31. Leave will be granted for the reasons stated in, and in accordance with, the provisions of the FMLA. The legally mandated notice to employees, which summarizes the basic rights of employees and employers under the FMLA, will be continuously posted and also available for viewing on the District's website.
2. Application for leave under FMLA must be made thirty (30) days in advance, except in cases of emergency.
3. Nothing in this Section shall prevent a bargaining unit member from choosing to use a paid leave as described in other Sections of this Article.
4. Only bargaining unit members who have worked at least one (1) year for the District and at least 1100 hours for the employer over the last 12-month period are eligible for family and medical leave.

5. Intermittent Leave

- a. Leave for either 1) the birth, adoption or fostering of a child where the child is placed with the bargaining unit member, or 2) the care for a newborn, adopted or foster child within one year of the child's arrival may not be taken intermittently or on a reduced leave schedule, unless the bargaining unit member and the Board agree otherwise.
- b. Leave for other reasons may be taken intermittently or on a reduced leave schedule when medically necessary.
- c. If a bargaining unit member requests leave for either of the reasons in 5.a. or 5.b. based on planned medical treatment and the bargaining unit member would be on leave for greater than 20% of the total number of working days in the period in which the leave would extend, the bargaining unit member must elect either to:
  - 1) Take continuous leave for the entire treatment period; or
  - 2) Transfer temporarily to an available alternative position offered by the District for which the bargaining unit member is qualified, and that has equivalent pay and benefits and better accommodates the recurring periods of leave than the bargaining unit member's regular teaching position.
- d. Rules applicable to leaves near the conclusion of an academic term:
  - 1) Leave more than five (5) weeks prior to end of term -- if the bargaining unit member begins leave more than five (5) weeks prior to the end of the academic term, the Board may require the individual to continue taking leave until the end of such term, if
    - (a) The leave is of at least three (3) weeks duration, and
    - (b) The return to employment would occur during the three (3) week period before the end of such term.
  - 2) Leave less than five (5) weeks prior to end of term -- if the bargaining unit member begins leave for the reasons in 1.a. or 1.b. or 1.c. during the period that commences five (5) weeks prior to the end of the academic term, the Board may require the bargaining unit member to continue taking leave until the end of such term, if
    - (a) The leave is of greater than two weeks duration, and
    - (b) The return to employment would occur during the two week period before the end of such term.

- 3) Leave less than three (3) weeks prior to end of term -- if the bargaining unit member begins leave for reasons in 1.a. or 1.b. or 1.c. during the period that commences three (3) weeks prior to the end of the academic term and the duration of the leave is greater than five (5) working days, the Board may require the bargaining unit member to continue to take leave until the end of such term.
- e. The term "reduced leave schedule" is defined as a leave schedule that reduces the usual number of hours per workweek, or hours per workday, of a bargaining unit member.

6. Bargaining Unit Member's Duties

a. Notice

- If leave is taken for either of the reasons in 5.a. or 5.b. and the leave is foreseeable based on the expected birth or placement, the bargaining unit member must provide the Superintendent with not less than 30 days' notice, before the date the leave is to begin, unless the date of the birth or placement requires leave to begin in less than 30 days, in which case the bargaining unit member must provide such notice as is practicable.
- If leave is taken for either of the reasons in 5.c. or 5.d. and the leave is foreseeable based on planned medical treatment, the bargaining unit member must:
  - 1) Make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the Board; and
  - 2) Provide the employer with not less than 30 days' notice, before the date the leave is to begin, unless the date of the treatment requires leave to begin in less than 30 days in which case the bargaining unit member must provide such notice as is practicable.

b. Certification

The bargaining unit member must provide, in a timely manner, certification issued by the health care provider of the eligible bargaining unit member or of the son, daughter, spouse, or parent of the bargaining unit member, as appropriate.

This certificate must state:

- 1) The approximate date on which the serious health condition commenced;

- 2) The probable duration of the condition;
- 3) The appropriate medical facts within the knowledge of the health care provider regarding the condition;
- 4) For leave to care for a son, daughter, spouse or parent with a serious health condition, a statement that the bargaining unit member is needed to care for the son, daughter, spouse or parent and an estimate of the amount of time that such bargaining unit member is needed to care for the son, daughter, spouse or parent;
- 5) For leave to recover from a serious health condition, a statement that the bargaining unit member is unable to perform the functions of his/her position; and
- 6) In the case of certification for intermittent leave for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment.

If the Board doubts the validity of the certification provided for leave, the Board may require, at its expense, that the bargaining unit member obtain a second opinion from a health care provider designated or approved by the Board.

If the second opinion differs from the opinion in the original certification, the Board may require, at its expense, that the bargaining unit member obtain the opinion of a third health care provider designated or approved jointly by the Board and the bargaining unit member. The opinion of the third health care provider shall be final and binding on the Board and the bargaining unit member.

c. Subsequent Recertification

An eligible bargaining unit member must obtain subsequent recertification on a reasonable basis to the Board as determined by U.S. Department of Labor regulations.

- d. If a bargaining unit member takes leave for the reason in 1.d., the bargaining unit member must present to the Board, prior to resuming work, certification from the bargaining unit member's health care provider stating that the bargaining unit member is able to resume his/her duties.
- e. During his/her leave, a bargaining unit member is required to report periodically to the Board his/her status and when he/she intends to return to work.

- f. If the bargaining unit member fails to return from leave (for reasons other than continuation, recurrence or onset of a serious health condition or other circumstances beyond the control of the bargaining unit member) -- the Board is entitled to recover from the bargaining unit member any premiums that it paid for maintaining health coverage for the bargaining unit member during the period of unpaid leave.

7. Board's Duties

- a. Maintenance of health benefits: The Board will maintain the bargaining unit member's coverage under its "group plan" during the duration of the leave at the level and under the conditions coverage would have been provided if the bargaining unit member had continued in employment continuously for the duration of such leave.
- b. Restoration of Position -- On return from leave, the Board will:
  - 1) Restore the bargaining unit member to the position(s) he held when the leave commenced; or
  - 2) Restore the bargaining unit member to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment.
  - 3) Determination of appropriate assignment will be made on the basis of established Board policies and the collective bargaining agreement.
- c. No loss of benefits: The bargaining unit member will not lose any employment benefits accrued prior to the date on which the leave commenced. The term "employment benefits" includes all benefits provided or made available to the bargaining unit member by the board, including group life insurance, health insurance, and sick leave.
- d. If both spouses are working for the Board, their total leave in any 12-month period will be limited to 12 weeks, if the leave is taken to care for a newborn, adopted or foster child, or to care for a sick parent for either of the reasons in 1.a. or 1.b.

8. Substitution of Paid Leave

- a. A bargaining unit member must substitute any of his/her accrued personal leave or sick leave for leave provided for any part of the 12-week period of such leave.
- b. If the bargaining unit member has not accrued adequate paid leave to encompass the entire 12-week period of leave taken under this Section, the

additional weeks of leave necessary to attain the 12 work weeks of leave will be taken without compensation.

C. Parental Leave

1. Pregnancy Leave

Any bargaining unit member who is pregnant may elect to use her accumulated sick leave in her period of disability.

After birth of the child, the member may use sick leave during the immediately succeeding six (6) calendar weeks for a regular delivery or eight (8) calendar weeks for a Caesarian delivery without certification of a pregnancy related disability. The use of sick leave for this purpose after such 6 week or 8 week period, whichever is applicable, requires submission of a doctor's certification, dated within the pregnancy leave period, that the disability exists and precludes the member from working. This provision does not preclude a member from using sick leave in accordance with the terms of Article VI, Section A of this Agreement.

2. Maternity/Adoption

Maternity leave, without pay, shall be granted at the request of the bargaining unit member for the balance of the semester in which the doctor releases the bargaining unit member to return to work. Adoption leave, without pay, may be granted at the request of the bargaining unit member. The following conditions shall apply:

- a. Requests for maternity leave shall be filed with the Superintendent's office at least eight (8) weeks prior to the beginning of the requested leave if possible.
- b. Adoption leave shall extend through the remainder of the school contract year in which the adoption occurs, or for a shorter period if requested and approved.

3. Paternity

Leave, without pay, may be granted at the request of a bargaining unit member who has fathered or adopted a child in accordance with the provisions of 2.a. and 2.b.

4. The Administration will make reasonable efforts to return the bargaining unit member to a comparable assignment to that held before going on maternity leave. A returning bargaining unit member shall not be entitled to advancement on the salary schedule for the period of the leave nor shall any sick leave accrue during that time.

5. The above leaves may be extended for an additional school year by the Board if requested by the bargaining unit member.

D. Personal Leave

1. Three (3) days of unrestricted personal leave shall be granted to each employee each year. Such leave shall be non-cumulative. Any employee who does not use three (3) days of personal leave in any school year will have the unused days added to his/her sick leave accumulation. The preceding sentence is being implemented on a "pilot" basis for the 2016-17 school year and will be implemented for a subsequent school year only if mutually agreed by the Superintendent and the Association President (if this sentence is not maintained after the 2016-17 school year, a maximum of one (1) day will be added to the employee's sick leave accumulation for unused personal leave in a particular school year).
2. Except in extenuating circumstances, no more than five (5) staff members in a building for whom a substitute must be hired will be permitted to be absent on a given day for personal leave or professional leave. Applications for personal leave or professional leave will be considered on a first come, first served basis.
3. Except in extenuating circumstances, personal leave shall not be used on the first or last five (5) days of school, before or after or to extend a vacation or holiday, or on consecutive days. Examples of extenuating circumstances include, but are not limited to: weddings of family members or close friends, funerals of family members or close friends not covered by sick leave; graduation exercises in which the employee or a family member is participating involving the employee, employee's child or grandchild; college orientation/program involving the employee's child or grandchild; attendance at a school program; required court appearance; religious observance that is recognized by the employee's faith.
4. Abuse of the personal leave provision may result in discipline.
5. Personal leave will not be taken without forty-eight (48) hours prior notice except in an emergency. In case of an emergency the Superintendent or his/her designee can give verbal approval of a leave request.
6. The Superintendent or his/her designee may authorize additional absences for justifiable reasons. The reasons shall be stated in writing.
7. For purposes of this Article the following are considered holidays or vacation periods: Labor Day, Thanksgiving Day, Christmas Day to New Year's Day, Martin Luther King Day, Presidents Day, Spring Break, Good Friday/Easter Monday, and Memorial Day.
8. Personal leave cannot be used by a member to work another job.



E. Leave for Professional Improvement

1. In accordance with the Ohio Revised Code Section 3319.131, bargaining unit members with a minimum of five (5) years of experience in the District will be permitted to improve their professional status through further study in accredited institutions for a period of one (1) school year (July through June). While on professional leave, the bargaining unit member shall receive a salary in the amount which represents the difference between his/her gross salary and that of his/her replacement provided the replacement bargaining unit member's salary is lower. Every reasonable effort will be made to notify the bargaining unit member of the anticipated amount of partial salary on or before July 15.
2. Bargaining unit members, not to exceed two (2) in any one (1) year, will be selected on a seniority basis, the plan for professional growth, and the availability of a replacement.
3. Upon his/her return, the bargaining unit member shall be restored to his/her former position, if possible, or to a position of at least comparable nature of status and seniority. The bargaining unit member must agree to return to the District and teach a minimum of two (2) years and sign a contract to that effect. A signed agreement, including a cognovits note, shall stipulate that the failure of the bargaining unit member to provide such service shall result in his/her obligation to reimburse the District for the salary paid him/her during the professional leave.
4. An application with the plan for professional growth must be approved and on file in the Office of the Superintendent by February 1 of the school year preceding the leave. All applications will be acted on by March 15. A committee to make the selection shall be composed of two (2) administrators and two (2) bargaining unit members selected by the Association.
5. At the conclusion of the leave, the bargaining unit member shall provide evidence that the plan was followed.

F. Jury/Subpoena Duty

1. When a jury summons is received, the Superintendent shall be notified promptly. If necessary, a satisfactory replacement will be secured.
2. If a bargaining unit member is subpoenaed to testify on behalf of the Board or in a proceeding where he/she is to testify regarding an issue that involves a student matter and/or the teacher's professional responsibilities or enforcement of this Agreement, the bargaining unit member will not be required to use personal leave for that involuntary absence. In the case of a subpoena in a matter to enforce the Collective Bargaining Agreement, the Association is limited to six (6) days (taken in ½ day increments) per year.
3. If any bargaining unit member serves as a juror, the compensation he/she receives for his/her service shall be retained by the bargaining unit member.

G. Assault Leave

1. The Board will provide up to a maximum of six (6) months' assault leave to a bargaining unit member who is absent due to physical disability resulting from an assault by a student or parent which occurs in the course of a member's Board employment. The member will be maintained on full pay status during the period of such absence under the following provisions:
  - a. The member who has been assaulted must furnish a written signed statement on forms provided by the Board to justify use of assault leave.
  - b. Medical attention is required, and a certificate from a licensed physician stating the nature of the disability and its duration shall be provided before assault leave can be approved for payment.
2. Falsification of either a written signed statement or a physician's certificate shall be grounds for suspension or termination of employment.
3. Assault leave granted under this provision shall not be charged as sick leave or other leave.
4. If the member is physically disabled by the assault for longer than the duration originally stated by the physician in paragraph 1.b. or six (6) months, whichever is shorter, the Superintendent may approve an extension of assault leave and may require a second medical opinion to substantiate such leave extension.
5. If a member's absence resulting from assault is covered by Workers' Compensation, the Board shall provide the additional compensation that will provide the member with the same income he/she was receiving at the time of his/her assault. In the event a delayed award by Workers' Compensation results in total combined payment to the bargaining unit member which results in an amount equal to more than the unit member's normal per diem rate, the excess payment will be returned to the Board.
6. The member shall furnish a written signed statement on forms provided by the Board and file charges against the assailant(s).
7. Physical disability shall mean actual physical injury and not emotional disability.
8. Any exception to the above must be approved by the Superintendent.

H. Return From Leave Procedure

1. When a bargaining unit member is on an extended leave of absence, he/she shall advise the Superintendent of the date of return as soon as practical. If that date needs to be modified to a later date due to changed circumstances, the bargaining unit member shall promptly notify the Superintendent of the new date of return for his/her approval.

2. During the second semester of a school year, a bargaining unit member who is on a leave of absence that will extend beyond March 31 shall inform the Superintendent by March 31, in writing, if he/she intends to return to work during the balance of that semester or the beginning of the next school year. Once the intention has been communicated to the Superintendent, a modification will require the Superintendent's approval.
3. If a bargaining unit member does not inform the Superintendent by March 31 of when he/she intends to return, the Board shall send a letter by certified mail, return receipt requested, to the teacher and a copy to the Association President informing him/her that it considers the lack of notice to be a voluntary resignation of employment by the bargaining unit member, effective at the first regular meeting in May unless a notice of intent to return is received. This provision shall supersede the provisions of the Ohio Revised Code Sections 3319.08, 3319.11, 3319.15, and 3319.16 to the extent those statutes address voluntary resignation from employment and continued employment.

#### I. Sick Leave Bank

The purpose of the Sick Leave Bank is to provide paid leave for serious personal illness or family illness to contributors to the Bank who have exhausted their accumulated sick leave and who are experiencing prolonged personal or family illness. Allotments will be limited to participating employees for use only in cases of illness, injury or non-elective surgery occurring under unusual, severe or emergency conditions as determined by the Sick Leave Bank Committee (SBC).

Members may enroll in the Sick Leave Bank during the initial enrollment period, which shall be within 30 days of ratification of this Agreement, or during the subsequent enrollment periods, which shall be during the month of September of each school year. New bargaining unit members hired after the school year has commenced will have four (4) weeks to enroll.

Upon enrollment, a member shall contribute one (1) day of his/her accumulated sick days to the Sick Leave Bank. Days contributed are non-returnable.

The contributed days will be placed in the Sick Leave Bank as a dollar value as of the date of contribution based upon the contributor's daily rate at the time of contribution.

Enrollment in the Sick Leave Bank shall be continuous from year to year until a member withdraws. Withdrawals are accepted only during an enrollment period and only upon written notice by the member to the SBC of his/her intent to withdraw.

The SBC shall be composed of:

1. The Superintendent (or designee); and
2. One (1) member appointed by the Superintendent; and
3. Three (3) members appointed by the Association President.

The SBC shall review and approve or deny all applications to the Sick Leave Bank.

The SBC shall be responsible for reporting data concerning the Sick Leave Bank to the Treasurer.

Whenever the amount of available leave in the Sick Leave Bank falls below \$3,000, the SBC shall request the Bank enrollees to donate one (1) additional day of their accumulated sick days to the Bank.

Decisions of the SBC are final.

The SBC shall review the operation of the Sick Leave Bank annually and shall make recommendations, if necessary, for modifications of the plan to the parties.

The SBC shall operate in conformity with the law.

General Procedures:

1. An application for an allotment from the Sick Leave Bank will be accepted only from those individuals who have contributed to the Bank.
2. Allotments will be limited to use for personal illness and serious illness in the immediate family. A doctor's statement is required with the application in order for the request to be considered.
3. An application will be considered only after a member has used all of his/her accumulated sick leave, personal leave, and available sick leave advances.
4. Leave allotted from the Sick Leave Bank will be paid at 100% of the member's daily rate of pay.
5. Once qualified to receive an allotment, the maximum amount of leave a member may receive from the Sick Leave Bank is twenty (20) days, to be approved in 10 day allotments. Allotments from the Bank shall commence on the fourth (4<sup>th</sup>) consecutive day of absence for which a member has exhausted all paid leave.
6. Allotments from the Sick Leave Bank will be made only for absences under a member's normal bargaining unit employment contract(s).
7. Leave may not be received for absences due to childbirth (natural or Caesarean section).
8. Leave may not be received from the Bank for absences due to disabilities which qualify the member for Workers Compensation benefits.

## ARTICLE VII. WORKING CONDITIONS

### A. Contract Year

#### 1. Work Year

- a. The contract year for all regular bargaining unit members shall be one hundred eighty-five (185) days.

The 185 days shall be as follows:

- 178 Classroom Days (includes 2 Comp Days for Conferences)
- 2 Records Days
- 3 Inservice Days (1 before students return from summer recess)
- 1 Teacher Work Day (before students return from summer recess)
- 1 Floating Day (between August 1 and the first day of school to be determined by each individual teacher)

Upon agreement in any year the parties may mutually alter the specified usage for the seven (7) non-classroom days.

- b. Teachers shall have a paid release day the Monday after Easter as a compensatory day for the two evenings of conferences as long as this does not result in less than a three (3) day work week.
- c. For each school year, the Board shall adopt a school calendar which shall indicate the days with students and without students.
- d. Consistent with Section 3319.08 of the Ohio Revised Code, bargaining unit members will be paid for time lost when schools are closed due to inclement weather or an unforeseen calamity. The Board will not make up the first five (5) such calamity days that occur within a particular school year but may make up any calamity day beginning with the sixth (6<sup>th</sup>) day within the year.
- e. For the week immediately prior to school starting and on any day outside the summer recess when teachers are required to be working in the buildings and students are not in attendance, buildings shall be open from 8:00 a.m. until 5:00 p.m.

### B. Workday

- 1. The normal workday for the members of the teaching staff shall be 7 hours, 30 minutes.

2. The specific starting and ending times of the normal workday for each school shall be discussed and established on or before June 1st each year. The establishment of these normal workdays does not prevent a building administrator from permitting a member of the teaching staff to leave the assigned building earlier than the designated ending time of the workday. Flexible starting and ending times shall be mutually agreed upon between the bargaining unit member and the building administrator and can be requested in writing by either. If a mutual agreement is reached, the agreement will be reduced to writing and signed by the bargaining unit member and the administrator.
3. The Board agrees that the high school teachers shall not be assigned more than six (6) classes per day. This provision does not apply to rescheduling that may occur under Ohio law in response to higher than expected lost time due to calamities.
4. In addition to these work hours, the Administration may conduct staff meetings for which attendance is mandatory outside of the normal bargaining unit member workday. Such meetings will be planned so that bargaining unit members are not required to spend more than sixty (60) minutes per month outside their normal workday. If the Administration determines that an emergency situation exists, then additional meetings that extend for more than sixty (60) minutes beyond the normal bargaining unit member workday can be called and staff can be required to attend, subject to the compensation formula in Article XIII, Section E.1.

C. Lunch

Bargaining unit members shall have not less than a thirty (30) minute uninterrupted lunch period.

D. Preparation Time and Collegial Planning

1. Bargaining unit members shall be scheduled at least two hundred (200) minutes preparation time per week. Such preparation time shall be given in periods of at least twenty (20) minutes. Reasonable effort shall be made to schedule the preparation time during the student day. Teachers shall not be routinely scheduled by the Administration to attend meetings or conferences during preparation time.
2. Forty-five (45) minutes of collegial planning time is required each week in accordance with the discretion of the Administration.

E. Substitution

1. Reasonable efforts shall be made by the appropriate administrator to obtain a qualified substitute for a bargaining unit member who is absent. The bargaining unit member involved, with the approval of the Administration, may make other arrangements to cover the absence.

2. If reasonable efforts result in a failure to obtain a qualified substitute, and a substitute is needed during the day, other bargaining unit members may be called upon to assist in the supervision of students.
3. If bargaining unit members are called upon to substitute, they will be compensated at the rate of .0008 of the base salary per class period. A class period shall be a time span of 40-50 minutes.
4. Payment will be made at the end of each semester.

F. Travel Time

1. Reasonable efforts shall be made when scheduling bargaining unit members who travel between buildings during the school day as part of their assignment to allow sufficient time for the bargaining unit member to make the transition between buildings.
2. All reasonable efforts will be made to provide a total twenty-five (25) minutes for travel, set up and close down for each travel requirement per day.
3. If such a bargaining unit member believes that the allotted time is insufficient, he/she may appeal to the Superintendent who shall meet with the bargaining unit member and the administrators involved to discuss alternatives.

G. Smoke-Free Environment

Smoking and the use of alcohol or the illegal use of drugs are banned in the school buildings and on the school grounds at all times.

H. Staff Development

1. An ongoing program of staff development is necessary to ensure that bargaining unit members have the requisite skills and abilities necessary to effectively implement the District's curricular program.
2. A Professional Development Committee (PDC) will be created. The PDC shall be comprised of six (6) members with one (1) teacher from each building appointed by the Association, and two (2) administrators appointed by the Superintendent. The PDC will be responsible for establishing the staff development activities for the District, including both the regular in-service day and the early release days. In the event the Superintendent wants to address specific areas, he/she shall notify the PDC, and the PDC shall develop appropriate staff development activities.
3. The expenditure of funds for staff development activities requires the Superintendent's approval prior to implementation.

4. A schedule of the approved activities which includes a statement of the expectations, number of sessions and cost, if any, will be published in a timely fashion.
5. Bargaining unit members who attend required planned staff development activities outside the regular teacher day will be compensated at the rate established in Article XIII, E.1. and be eligible for CEUs/LEUs for their participation. If university credit is available, any cost for it is the responsibility of the teacher. Staff development activities scheduled outside the regular school year shall be voluntary. When the District requests members to participate in staff development outside the regular school year, members who agree shall be compensated at the rate established in Article XIII, E. 1.
6. In the event state or federal laws, regulations, rules or standards are enacted during the term of this Agreement that require the implementation of staff development activities, the PDC shall develop the activities.

I. Class Size

1. Reasonable efforts will be made by the Administration to keep class size balanced within a subject/grade level. Factored into considerations of balance shall be the numbers of students in a class, evaluation of the students' needs, and corresponding modifications and accommodations required to meet student needs. Balance can be attained by adjusting the numbers of students in the class, adjusting the mix of students in the class, and/or by providing appropriate ancillary staffing services, or any combination of the above.
2. A teacher who perceives his/her class size to be out of balance with respect to the other classrooms at that subject/grade level shall first discuss the situation with his/her building administrator.
3. The caseload in a special education self-contained class shall not exceed the maximum number established by the Ohio Department of Education for the specific type of special education self-contained class.

J. Workload/Preparation

Whenever reasonably possible, high school and middle school teachers shall be assigned no more than three (3) class preparations per grading period. A teacher who regularly travels between buildings will be assigned a maximum of one (1) daily duty responsibility in only one (1) building.

K. Collegial Coach Provisions

1. The following groups shall have Collegial Coaches:
  - a. Kindergarten and grades 1, 2, 3, 4, 5, 6, 7 and 8 (one per grade level)
  - b. Art



Family & Consumer Science/Industrial Tech/Career Tech Ed/Business  
Guidance  
Health/Physical Education  
Music

- c. 9-12 Science  
9-12 Math  
9-12 English Language Arts  
8-12 Foreign Languages  
9-12 Social Studies
- d. Special Education (one per building)

2. Job Description

Responsible to:

Administrative Principal

Minimum Qualification:

Five (5) or more years experience in the Woodridge District unless there is no applicant with five years.

Duties:

- 1) Facilitate collegial planning that focuses on topics agreed upon by the principal and collegial team.
- 2) Distribute minutes for each meeting to the grade level team, other coaches and principal
- 3) Work with team to analyze student data and make instructional decisions based on that data as determined by the team (this provision does not contemplate or apply to analysis of the student growth measure as it relates to teacher performance data).
- 4) With the help of the team, create supply lists, recommend supply fees and then complete requisition for materials for the team.
- 5) Coordinate inventory.
- 6) Perform other duties as assigned by the principal (or designee) as appropriate to the job title.
- 7) K-12 collegial groups under Paragraph 1, B above shall meet at least once per grading period.

3. Selection

In the event of a collegial coach vacancy, the Board shall post the position for ten (10) calendar days. Interested candidates may submit letters of interest during the posting period to the principal.

4. Compensation

Collegial coaches shall be paid in accordance with the supplemental schedule in Appendix B-7. If two (2) or more bargaining unit members share the duties of department chair, the supplemental amount shall be evenly divided.

5. Participation

- a. Employees in the above mentioned groups shall be required to attend collegial meetings at least once per grading period.
- b. Employees in the above mentioned departments shall be required to attend collegial planning meetings with other established teams on a schedule agreed upon by specials teachers and the building administrator.

L. Parental Concern Procedure

1. Purpose

Community and school relations shall ideally reflect an attitude of mutual concern and cooperation in the constant attempt to provide the best possible learning environment for the students. However, complaints and misunderstanding are sometimes inevitable.

2. Informal Resolution

Communications between parents and the school ideally should be such that most concerns may be resolved through personal conferences at the school level. The following procedure shall be followed.

3. First Level

If it is a matter concerning a teaching staff member, and the Administration has been unable to resolve the matter at the initial contact, the matter should be referred, initially, to the concerned staff member who shall discuss it promptly with the complainant and make every effort to provide a reasoned explanation or take appropriate action within his/her authority and District administrative guidelines to address the matter. If the matter is satisfactorily resolved at the initial contact, the administrator shall inform the staff member. If the matter is satisfactorily resolved by the teacher at the First Level, the staff member shall inform the responsible administrator of the nature of the resolution.

4. Second Level

- a. If the matter cannot be satisfactorily resolved at the First Level, it shall be discussed by the complainant with the staff member's principal.
- b. Prior to implementing a plan to resolve a parental concern, the principal will meet with and seek input from the employee.

5. Third Level

If a satisfactory resolution is not achieved by discussion with the building principal, a written request for a conference shall be submitted to the Superintendent by the complainant. This request should include:

- a. the specific nature of the complaint and a brief statement of the facts giving rise to it;
- b. the respect in which it is alleged that the complainant (or child of the complainant) has been affected adversely;
- c. the relief sought by the complainant and why such relief should be taken.

If such concern is not submitted in writing by the complainant the matter shall be considered closed.

6. Fourth Level

Should the matter still not be resolved, or if it is one beyond the Superintendent's authority and requires a Board decision or action, the complainant may request in writing a meeting with the Board in Executive Session, if allowable under the applicable laws. The Board, after reviewing all material relating to the case, shall provide the complainant with its written decision or grant a meeting before the Board.

The complainant, the staff member and Association President shall be advised, in writing, of the Board's decision, no more than seven (7) work days following the decision.

7. General Provisions

- a. After receiving input from the Association, District Concern Forms will be developed by the Administration and shared with the Association President. The District Concern Form will be used at the First Level of this procedure.
- b. The affected employee shall be given a copy of any written concern within five (5) work days of the Administration's receipt of the concern.

- c. Except during the initial contact with the Administration in the First Level, the bargaining unit member shall, unless waived by the employee, be present at all meetings involving the expressed concern(s) about the bargaining unit member. The bargaining unit member shall have the opportunity to have his/her Union representative present at all formal meetings.
- d. Anonymous concerns shall have no validity.
- e. No rule or procedure as referred to in this Section shall prohibit the members of the bargaining unit from legal representation, Association representation, or other remedy at law. Any appraisal of the employee's performance shall be done by the Principal as provided by Article XI (APPRAISAL).

M. Student Discipline

- 1. It is mutually recognized that the Board-adopted student code of conduct, the provisions of which appear in the student handbooks, is the basis for student discipline in the district. Administrators and teachers are mutually responsible for upholding the code of conduct.
- 2. Teachers will provide input to the student handbooks through the Building Leadership Team, School Improvement Committee or Behavior Committee (as appropriate per building). These committees (teams) shall meet on an annual basis for the purpose of providing input to the student handbook. Input shall be provided to the administration not later than March 15<sup>th</sup>.
- 3. After a teacher makes a disciplinary referral of a student, the building principal or assistant principal will copy the teacher on the disposition of the referral. This shall occur in a timely manner, normally not more than two (2) work days after the referral.
- 4. If a student is assigned as a disciplinary transfer to a class, relevant information underlying the transfer will be conveyed to the teacher in advance by the principal or assistant principal. This provision shall not apply if revealing such information is contrary to law.
- 4. Electronic student referral forms shall be made available for teacher use.

N. Curriculum Committee

A Curriculum Committee shall be established which shall work with the Administration in making curriculum and curriculum related recommendations, including I/E, to the Superintendent. A majority of the members on the Committee shall be teachers with representatives from each building, appointed by the Association President. This Committee shall meet at least quarterly. The first quarterly meeting must take place

within the first two (2) weeks of the first student day. The Committee shall operate by consensus.

## **ARTICLE VIII. CONTRACTS**

The Board will provide each member of the bargaining unit with individually written contracts. The provisions of such written contracts will be enumerated in the subsections of this article.

- A.
  - 1. During the first four (4) years of employment, bargaining unit members shall be issued one-year contracts unless eligible for a continuing contract as provided in G. 2. below.
  - 2. Limited contract teachers with four (4) or more years of service in the District shall be issued two-year contracts.
- B. Any agreement to act as an extracurricular advisor or coach for which additional compensation is to be paid shall be by supplemental contract. This also includes "extended time" contracts.
- C. In consideration of the services rendered by the bargaining unit member, the Board agrees to pay said bargaining unit member a base annual salary as prescribed by the salary schedule of this agreement, according to degree and years of experience, whether existing or hereafter adopted. The initial compensation to be paid under a contract will be according to the existing salary schedule, and that amount will appear on the contract.
- D. In performing his/her professional duties, the bargaining unit member agrees to abide by and maintain the applicable laws and existing rules and regulations of the Board.
- E. If the bargaining unit member has been hired for less than a full schedule the contract/salary notice will reflect the percentage of a full schedule for which the person has been hired and the effect of that percentage on their benefit package.
- F. The contracts/salary notices will be provided by June 1<sup>st</sup>, or within two weeks of ratification of this or a successor agreement, whichever is later.
- G.
  - 1. A bargaining unit member who is eligible or expects to be eligible by July 1 to receive a continuing contract must notify the Superintendent and his/her building principal, in writing, on or before October 15<sup>th</sup> preceding tenure eligibility so that the bargaining unit member is included on the list of staff who will participate in collaborative professional growth appraisal that year. A bargaining unit member will not be recommended for a continuing contract if he/she has not participated in the collaborative professional growth appraisal cycle during the school year in which the recommendation is made.
  - 2. Additionally, to be eligible for a continuing contract, a teacher:
    - a. Shall hold a professional, permanent or life certificate;

- b. A professional five (5) year license or a senior or lead professional license;
  - (1) If a teacher holds a professional, permanent or life certificate, no additional coursework is required for continuing contract eligibility.
  - (2) If a teacher holds a professional license, then he/she must also have completed additional coursework in order to be eligible.
    - (i) If the teacher did NOT hold a Master's Degree at the time he/she received his/her first teaching certificate/license, 30 semester hours of relevant coursework must have been taken since the receipt of that first teaching certificate/license.
    - (ii) If the teacher DID hold a Master's Degree at the time he/she received his/her first teaching certificate/license, 6 semester hours of relevant graduate coursework must have been taken since the receipt of that first teaching certificate/license.
    - (iii) A person who receives his/her initial educator license after January 1, 2011 may not become eligible for continuing contract status in any District until he/she has held an educator license for at least seven (7) years.
- c. Shall have taught for three (3) of the last five (5) years in the Woodridge Local Schools; or
- d. Shall have a continuing contract elsewhere in Ohio and two (2) years experience in the Woodridge Local Schools; or
- e. Shall have had a continuing contract elsewhere in Ohio and is recommended by the Superintendent of Schools for a continuing contract at any time during the two (2) years employment in the Woodridge Local Schools.

## **ARTICLE IX. ASSIGNMENTS, VACANCIES AND TRANSFERS**

### **A. Curricular Assignments**

- 1. Each new bargaining unit member employed by the Board for a regular teaching assignment shall have at least a Bachelor's Degree from an accredited college or university. Each bargaining unit member employed shall have a provisional or higher certificate or appropriate license from the Ohio Department of Education.

2. Tentative teaching assignments will be made known to the bargaining unit members by July 10 of each year. Changes in these teaching assignments may occur after consultation with the bargaining unit members affected.

B. Co-Curricular Assignments

Any bargaining unit member employed by the Board for a co-curricular position shall meet the minimum qualifications as set forth in the job description. Any bargaining unit member who will supervise, direct or coach a pupil activity which involves athletics, routine/regular physical activity, or health and safety considerations as determined by the Board shall be required to have Pupil Activity Validation as defined by Chapter 3301-27 of the Ohio Administrative Code.

C. Vacancies

1. During the school year, notices of vacancies within the bargaining unit will be posted on all faculty bulletin boards and District electronic mail. No position shall be permanently filled on a full-time basis until such notice of the vacancy has been published for a minimum of seven calendar days.
2. During the summer, notices of vacancies will be transmitted by electronic means to the employee using the same e-mail address as was provided by the employee for payroll notification. No position shall be permanently filled on a full-time basis until such notice of the vacancy has been e-mailed to all staff members who hold the required certification or licensure as evidenced in their personnel file. The position will also be posted on the school website for a minimum of seven (7) calendar days except if a position is posted in August. In that case, the position shall be posted for three (3) days. Interviews shall only be conducted after the posting period has expired.
3. If there is a vacancy for which no staff member has the required certification or licensure as evidenced in his/her personnel file, the Superintendent will inform the Association President, in writing, of his/her intent to fill the vacancy, and the posting will not be required.
4. Requests for vacant positions shall be filed within the timeframe of the posting of the vacancy notice. The Association President will be notified prior to hiring which bargaining unit members applied for a bargaining unit vacancy within the posting deadline for the vacancy.
5. It is the responsibility of each member of the bargaining unit to file with the Superintendent's office all certificates and/or licenses possessed. The Superintendent will only consider those certificates/licenses on file.
6. Vacancies will be filled on the basis of certification as determined by the state and of qualifications as established by the Administration. The qualifications will be relevant, reasonable and non-arbitrary. If the qualifications of two or more bargaining unit members are substantially equal, the bargaining unit member with

the greatest length of service in the District shall be awarded the vacant position. If no internal applicant meets the qualifications or no one applies, the position may be filled from the outside.

7. Once a posted vacancy has been filled, a notice to this effect will be given to the Association President.

D. Involuntary Transfers

1. Except in cases where involuntary transfers occur in order to avoid or mitigate a reduction in force under Article X of this Agreement, involuntary transfers will normally occur only after volunteers are solicited. When involuntary transfers are necessary, a bargaining unit member's area of certification or licensure, his/her teaching performance and length of service in the District will be considered in determining which bargaining unit member is to be transferred. Bargaining unit members being involuntarily transferred will be assigned only to a position for which they are certificated or licensed. In discussing an involuntary transfer, there shall be a meeting of the bargaining unit member involved and the Superintendent or his/her designee to explain the circumstances of the transfer. The involved bargaining unit member may request the presence of an Association member or OEA representative during the discussions. After this meeting, the Superintendent will decide if the involuntary transfer will occur. Involuntary transfers shall not be made for arbitrary and capricious reasons.
2. If an involuntarily transferred teacher's position (or equivalent position) subsequently opens, the teacher will be given first consideration to transfer back to the position unless there are people appropriately licensed on the recall list generated under Article X of this Agreement who could be recalled for the position.
3. Unless there are insufficient volunteers to permit the Board to comply with applicable legal requirements, there shall be no involuntary transfer of a teacher for failing to have a reading endorsement or reading credential under Ohio Revised Code Section 3313.608. If the District deems it necessary that additional teachers receive a reading endorsement and/or credential under Ohio Revised Code Section 3313.608, the Board shall select and pay for the training necessary to receive it. The parties recognize that there are multiple ways for a teacher to meet the requirements for credentialing under Ohio Revised Code Section 3313.608. The Board shall solicit volunteers from among the K-3 and special education teaching staff and make this training opportunity available for up to five (5) teachers per year.

Any teacher who receives this training must agree to teach in the District for at least one (1) full school year following receipt of the training. If any teacher fails to fulfill this requirement, the total cost of the training will be deducted from the teacher's final pay. (Exception: employees who leave the District due to reduction in force.)



The parties mutually recognize the possibility of changes to the current requirements of Ohio Revised Code Section 3313.608 as to the Third Grade Reading Guarantee. If changes occur, the Board and Association agree to promptly reconvene and bargain to agreement any adjustments to the provisions of this section.

#### **ARTICLE X. REDUCTION IN FORCE**

- A. A reduction in the number of bargaining unit members may be made by the Board if the Board determines that such a reduction is necessary due to a decrease in the enrollment of pupils, a return to duty of regular bargaining unit members after leaves of absence, the suspension of schools or territorial changes affecting the District, or demonstrable financial reasons. "Financial reasons" means the Board has a current or projected deficiency of funding to maintain current or to sustain projected levels of staffing and operations.
- B. To achieve such a reduction, the Board may proceed to suspend contracts in accordance with the recommendation of the Superintendent. In making his/her recommendations, the Superintendent will give preference first to bargaining unit members on continuing contracts and then to bargaining unit members on limited contracts. Accordingly, the contracts of limited contract members will be suspended before the suspension of any member with a continuing contract within the teaching field. The Board shall not give preference to any member based on seniority, except when making a decision between members who have comparable evaluations. If The Board intends to deviate from seniority based upon the immediately preceding sentence, the Superintendent will give the Association President written notice of that fact and the circumstances surrounding such deviation will be assessed in a meeting, with two (2) representatives from the Association and two (2) representatives from the Board attending, before action to implement the affected contract suspension.

Should the reduction exceed the number of limited contract bargaining unit members in the affected teaching field, then the contracts of continuing contract members in that field will be suspended to the extent necessary to achieve the reduction. The Board shall not give preference to any member based on seniority, except when making a decision between members who have comparable evaluations. If the Board intends to deviate from seniority based upon the immediately preceding sentence, the Superintendent will give the Association President written notice of that fact and the circumstances surrounding such deviation will be assessed in a meeting, with two (2) representatives from the Association and two (2) representatives from the Board attending, before action to implement the affected contract suspension.

In determining whether evaluations are comparable for purposes of a reduction in force, the parties will look at the most recent three (3) years of evaluations.

Bargaining unit members who receive an overall summative rating of Accomplished, Skilled or Developing shall be deemed comparable for purposes of a reduction in force.

- C. No bargaining unit member shall have his/her continuing or limited contract suspended with an effective date during the term of the normal school year when such suspension is the result of decreased enrollment, suspension of schools or territorial changes, or financial reasons.
- D. Seniority
1. Seniority shall be determined as follows:
    - a. The names of all bargaining unit members on continuing contracts in the District shall appear in order of seniority on a list in each of their teaching fields for which they are certificated or licensed. The names of those bargaining unit members on limited contracts in the District shall appear in order of seniority in the teaching field in which they were initially hired to teach, have taught, or are presently teaching in the District. The seniority of Small Group/Library Instructors, who must be certificated/licensed teachers, will separately appear on the list and be maintained apart from teacher seniority. Prior to November 15 of each school year, the seniority list by area of certification/licensure will be furnished to the Association President.
    - b. Seniority shall be determined by length of full-time and/or part-time continuous service in the District. Continuous service will commence with the first day of active employment in the school year in which the bargaining unit member was most recently hired into a bargaining unit position. An authorized leave of absence does not break employment or affect a bargaining unit member's seniority date. A District administrator who holds a continuing contract as a teacher and moves into the bargaining unit by operation of Ohio law will be credited initially with zero (0) years of seniority. Among those bargaining unit members with the same length of continuous service, seniority shall be determined by:
      - 1) The date of the Board meeting at which the bargaining unit member was hired; then by
      - 2) The time stamp on the bargaining unit member's application for employment (unless there is no time stamp on any of the relevant applications); then by
      - 3) Lottery.
    - c. A bargaining unit member who would otherwise lose his/her position due to a reduction in force may, on the basis of seniority, elect to bump the least senior teacher in another teaching field who has comparable or inferior evaluations relative to the bumping member's evaluations. A member may only bump into a teaching field in which the member is currently certified/licensed.

E. Availability of Lists

1. The Association President shall receive notice, in writing, of the proposed positions to be reduced not less than forty-five (45) calendar days prior to the date of Board action, and not less than twenty (20) calendar days prior to employee or public notice.

2. Notification of Bargaining Unit Members

Any bargaining unit member whose contract is to be suspended as the result of a reduction in bargaining unit members shall be notified in person at the end of a school day and in writing, of his/her intended suspension at least fifteen (15) calendar days prior to the next regularly-scheduled Board meeting at which the action is to be taken; provided, however, the suspension shall not become effective sooner than thirty (30) calendar days after said action.

- F. Bargaining unit members whose contracts are suspended and are on the recall list will have the right of recall in the reverse order of layoff, except as otherwise required by Ohio Revised Code Section 3319.17, when teaching positions become available for which any of such bargaining unit members are or become qualified. Such qualifications will be based upon the certification information possessed by the Board. Any additional certification acquired by the bargaining unit member shall be given to the Board in order to place the Board on notice of qualification. In a recall, the Board shall not give preference to any member based on seniority, except when making a decision between members who have comparable evaluations.

1. Limited contract bargaining unit members shall remain on the recall list for a period of twenty-seven (27) months from the last day of active employment by the District unless the bargaining unit member has accepted, prior to such time, active employment in another school District. Active employment shall be defined as a teaching contract.
2. Continuing contract bargaining unit members shall remain on the recall list in accordance with law, unless the bargaining unit member has accepted active employment in another school District. Active employment shall be defined as a teaching contract.
3. A bargaining unit member shall be notified of recall by certified mail and must accept, in writing, the employment within fifteen (15) days of service of the recall notice. If the employment offered is less than the percentage of employment as that contained in the previously suspended contract, then the staff member can reject the offer without jeopardizing his/her recall rights. It is the bargaining unit member's responsibility to maintain a current address and telephone number with the Board and (at the bargaining unit member's option) an electronic mail address. Failure to accept recall within fifteen (15) days shall be interpreted as a refusal and shall result in the removal of the bargaining unit member from the recall list regardless of contract status. After August 15 through Labor Day, the Board may fill the vacant position offered to the bargaining unit member if the

bargaining unit member does not respond within five (5) days after the Board has attempted to notify the bargaining unit member, along with the Association President, of recall by all means available—regular mail, telephone, and electronic mail.

- G. If a bargaining unit teacher who previously served as a small group/library instructor is laid off and elects to return to a small group/library instructor position, either through recall or bumping a small group/library instructor with less seniority, he/she will return to such position with the years of small group/library instructor experience accumulated prior to when he/she moved to a teacher position.
- H. Should Ohio Revised Code Section 3319.17 be amended during the term of this Agreement, any such amendment that conflicts with a provision of this Article and is required to be included in the Agreement during its term, the parties shall meet to bargain said term, shall automatically become effective and supersede such provision upon the effective date of the amendment.

#### **ARTICLE XI. COLLABORATIVE PROFESSIONAL GROWTH APPRAISAL**

##### **A. Purpose**

The purpose of the growth appraisal/evaluation is to assist the employee to achieve greater effectiveness in the classroom or other work assignment and to constitute a basis for personnel decisions. The parties agree to develop collaboratively an OTES-like evaluation system for non-teaching bargaining unit members. The District Evaluation Committee identified in Section O of this Article has this responsibility with the aim of having a system developed by the end of the 2016-17 school year.

##### **B. Teacher Evaluation Framework/Policy**

Each teacher will be evaluated according to the Ohio Revised Code and the OTES Evaluation Framework which is aligned with the Standards for the Teaching Profession adopted under state law. Each teacher will be evaluated using the multiple factors set forth in the State Board of Education's teacher evaluation framework. Unless otherwise mutually agreed by the Administration and the Association, the evaluation factors are weighted 50% for student growth measures and 50% for teacher performance indicators.

Student academic growth will be measured through multiple measures which must include value-added scores on evaluations for teachers where value-added scores are available; however, this sentence will not apply as to the 2016-17 school year. Local boards of education may administer assessments chosen from the Ohio Department of Education's approved vendors list for teachers of subjects where value-added scores are not available and/or local measures of student growth using state designated criteria and guidance.

C. Evaluator

The Board will adopt a list of approved credentialed evaluators. Each teacher evaluation conducted under this policy shall be conducted by a person who is eligible to be an evaluator in accordance with ORC 3319.111(D) and who holds a credential established by ODE for being an evaluator. The evaluation of an employee shall be conducted by the employee's building administrator. In extenuating circumstances, other licensed District administrators may assist with evaluations. In the event an employee performs work in more than one building, one supervisor shall be designated as the evaluating supervisor. The evaluator shall not be a bargaining unit member. The supervisor must be employed under a contract pursuant to ORC 3319.01 or 3319.02.

D. Orientation

During the first month of school, all personnel new to the District shall be thoroughly advised by the building principal as to the appraisal procedure and instruments to be used, and given a copy of such.

E. Appraisal

There shall be one observation per employee each year between October 1 and December 20 unless the teacher has been rated either Accomplished or Skilled in the most recent evaluation. In that case, s/he shall be evaluated every other year. A second observation per employee will occur between January 1<sup>st</sup> and March 25<sup>th</sup>. Any employee who is determined to be deficient in their job performance or who is being considered for non-renewal shall be observed again before April 1<sup>st</sup>.

Notwithstanding the above provisions, a teacher rated Accomplished in his/her most recent evaluation will not be evaluated more than once every three (3) years and a teacher rated Skilled in his/her most recent evaluation will not be evaluated more than once every two (2) years, as long as the teacher's student growth measure (SGM) is average or higher. However, one (1) observation and one (1) conference will be conducted each year as to a teacher whom this paragraph applies.

Teachers who are on leave 50% or more in any year or teachers who submit notice of retirement by December 1<sup>st</sup> of any year shall not be evaluated in that year.

F. Teacher Performance on Standards

To assess Teacher Performance on Standards, credentialed evaluators will use evidence gathered by completing a pre-observation, two formal observations of at least 30 minutes, multiple walkthroughs, a post-conference and other informal observations which will all be taken into account to provide the teacher with a rating of Accomplished, Skilled, Developing or Ineffective. The District will use the OTES tools created by the Ohio Department of Education.

1. Observations

a. Requirements

- i. Two formal observations shall be conducted to support each performance evaluation. A formal observation shall last a minimum of thirty (30) minutes. There shall be at least five (5) weeks between formal observations.
- ii. If after the second formal observation an employee's performance is found deficient to the extent that adverse personnel action may result, or if the evaluator feels an additional observation is required to answer performance questions, one additional announced observation may be conducted with notification that the process is commencing.
- iii. An employee may request an informal observation at any time in addition to those required by this procedure.
- iv. Two (2) walkthroughs are required to support every observation to provide additional evidence to support teacher standards.
  - 1) A walkthrough is a short, informal (3-5 minutes) visit to a classroom.
  - 2) Documentation from walkthroughs will be used to provide evidence to support a teacher's performance rating, collecting data about what a teacher is doing well and supporting teacher accomplishments.
  - 3) Teachers will be provided written or oral feedback after evaluator walkthroughs within five school days and will have the opportunity to write a response if they choose to do so.
  - 4) Administrators may visit classrooms as often as they would like in addition to these two walkthroughs.

b. Pre-Observation

All formal announced observations shall be preceded by:

- i. Notice to the employee not less than five (5) work days prior to the observation unless fewer days are mutually agreed to by the employee and the supervisor;
- ii. Submission by the employee of the completed pre-observation form not less than 48 hours prior to the scheduled observation time.

- iii. Either the evaluator or the employee may request a pre-observation conference, and said request will be honored.

c. Post-Observation

- i. The completed rubric will be provided to the employee within three (3) work days after each formal observation unless either the employee or evaluator is absent or unavoidably detained by an emergency situation.
- ii. A post-observation conference shall be held within three (3) days of receiving the completed rubric unless either the employee or evaluator is absent or unavoidably detained by an emergency situation. The employee will have the opportunity to provide evidence to support individual criteria ratings or overall performance rating scores.
- iii. Observations resulting in identification of performance deficiencies rising to the ineffective level shall be followed within five (5) work days by a conference between the evaluator and employee in order for questions arising from the observation to be discussed and means of improvement to be addressed.
- iv. In the event any deficiency is noted, each deficiency shall be specified in writing with precise documentation/examples and a timeline for improvement.
- v. The evaluator, with the help of the teacher, shall develop a written plan for correcting the deficiency. The plan shall include ways in which the supervisor shall assist the employee and the means/resources by which to achieve the correction.

2. Criteria

- a. An employee shall be evaluated on criteria set forth in Appendix A for the applicable position.
- b. A holistic rating will be assigned using the Performance Rubric. This rating will account for 50% of a teacher's overall effectiveness rating.
- c. All observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. No misleading, inaccurate, undocumented or untimely information shall become part of an employee's performance evaluation.

G. Student Growth Measures

To assess Student Growth, teachers will use value-added data (except for the 2016-17 school year), vendor assessments approved by ODE and/or Student Learning Objectives to calculate an overall student growth score. These scores will fall into one of three (3) categories: Above Average Growth, Expected Growth or Below Average Growth.

Student Growth Measures account for 50% of a teacher's overall effectiveness rating.

H. Final Rating

A final rating will be assigned using the OTES Rubric created by ODE.

1. Completion of Appraisal Process

Not later than ten (10) work days following the final observation or SLO review, whichever comes later in the year, and before the final summative rating is finalized, a copy of the final summative rating for the employee's annual evaluation shall be given to the employee and a conference shall be held between the employee and the evaluator. Following the conference, the appraisal shall be finalized. A written copy of the results will be provided to the employee no later than May 10<sup>th</sup>.

Notification of the intent to non-renew must be delivered to both the teacher and the Association President not later than June 1<sup>st</sup>.

I. Response

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

J. Professional Growth Plans

1. Professional Growth Plans shall include the following components:
  - a. identification of area(s) for future professional growth
  - b. specific resources and opportunities to assist the teacher in enhancing skills, knowledge and practice
  - c. outcomes that will enable the teacher to increase student learning and achievement
2. After the evaluation has been completed, teachers with above expected levels of student growth shall develop a professional growth plan and may choose his/her evaluator for the evaluation cycle.
3. Teachers with expected levels of student growth shall develop a professional growth plan collaboratively with their evaluator and shall have input into who will



evaluate them. Teachers with below expected levels of student growth will develop their professional growth plan with their evaluator. The Administration will assign an evaluator for the next evaluation cycle following the guidelines established in Section C.

4. Teacher with an overall rating of “Ineffective” will develop an improvement plan with the administrator. The Administration will assign the evaluator for the next evaluation cycle following guidelines established in Section C and approve the improvement plan.
  - a. The recommendation for a teacher’s placement on an improvement plan will be made by the evaluator of record following the receipt of an Ineffective rating on the District evaluation document.
  - b. Remediation can begin after an Ineffective rating is received by a teacher. If an improvement plan occurs and is documented between February 10<sup>th</sup> and April 10<sup>th</sup> of the school year, the plan shall be continued into the next school year.
  - c. The evaluator, together with the teacher, will formulate the improvement plan. The improvement plan, as outlined in this document, details:
    - i. Specific performance expectations, resources and assistance to be provided.
    - ii. The District will provide for the allocation of financial resources to support professional development approved by the evaluator for staff on remediation plans.
    - iii. Timelines for its completion.
    - iv. Professional indicators documented as unsatisfactory through the formal evaluation process.
    - v. Reasonably sufficient time (not less than six (6) weeks) and duration, as to allow the teacher to improve performance to a satisfactory level.
    - vi. A specific plan of action that must be taken by the teacher to improve his/her performance with sources of evidence (measurable goals) to document the completion of the improvement plan.
    - vii. A description of educational supports and/or opportunities for professional development needed to improve the identified area(s).
  - d. The District will provide the teacher with a peer advisor trained to act in a mentor capacity. The peer advisor will be provided release time to allow for meetings/observations with the teacher under an improvement plan.

- e. Not later than May 10th of the school year, the evaluator of record will complete a final evaluation report and meet with and provide a copy of it to the teacher. If the final report indicates the teacher meets the criteria for the professional indicators for satisfactory performance as outlined in the improvement plan, the evaluator of record will recommend that the teacher be returned to a non-improvement plan status.
- f. In implementing such evaluation system and procedures, the District shall conduct all evaluations so as to observe the legal and constitutional rights of licensed personnel, and no evaluation information shall be collected by electronic devices without the consent of the licensed personnel.
- g. In the event that the teacher and the evaluator cannot agree on the evaluator's expectations for the remediation plan, the teacher may request an employee of the District to facilitate further discussion between the teacher and the evaluator.

K. Peer Advisors for Teachers on an Improvement Plan

- 1. The District will provide a teacher under an improvement plan with a trained peer advisor who is not the credentialed evaluator.

2. Role of Peer Advisor

- a. The peer advisor must have continuing contract status and have a minimum of three (3) consecutive years of teaching experience in the District.
- b. The peer advisor must hold a valid teaching certificate/license and may be assigned to teachers with the same areas of certification/licensure.
- c. The peer advisor must have demonstrated the ability to work cooperatively and effectively with professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.
- d. The peer advisor must have an overall rating of Accomplished or Skilled.
- e. The peer advisor does not have a formal evaluation role. The peer advisor's role is to support the growth of the educator as an instructional mentor through formative assessment tools.

3. Release Time

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

4. Protections

- a. Other than a notation to the effect that a teacher served as a peer advisor, the teacher's activities as a peer advisor shall not be part of a staff member's evaluation.
- b. A peer advisor shall not be requested or directed to make any recommendation regarding the continued employment of the teacher who is being mentored.
- c. No peer advisor shall be requested or directed to divulge information from written documentation or confidential peer advisor/teacher discussions.
- d. All interaction, written or oral, between the peer advisor and the teacher shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the peer advisor shall constitute grounds for immediate removal from his/her role as peer advisor.
- e. At any time, either the peer advisor or the teacher who has been placed on an improvement plan may exercise the option to have a new peer advisor assigned. The peer advisor and the resident educator must operate in a trusting and comfortable relationship; thereof, no specifics shall be given as to the exercise of the option and no prejudice or evaluation is to be given such change. This option may be exercised three (3) times by the teacher who has been placed on an improvement plan during the term of the plan.

L. Removal of Poorly Performing Teachers

Student growth data will not be the basis of decisions on retention, promotion, reduction or recall until three (3) years of such data have been collected. The 2013-2014 school year shall be considered a "pilot" year for student growth data with the first year of the three (3) year period being 2014-2015. Nonrenewal decisions will be governed by the parties' negotiated agreement with a deadline for nonrenewal of June 1<sup>st</sup> each year.

M. Representation

An employee shall be entitled, upon request, to an Association representative at a post-observation or summative conference held under Sections F(1)(c) and (I) of the evaluation procedure. Timelines will be adjusted, as appropriate, if the Association representative is not immediately available.

- N. The parties agree that the Evaluation Committee shall continue to work on the evaluation process including aligning the evaluation procedures (including the summative ratings) between the OTES and the non-OTES teaching staff.

- O. The District Evaluation Committee is composed of seven (7) members, four (4) of whom shall be appointed by the Association President and three (3) appointed by the Superintendent. Each SLOS Committee (one per building) is composed of five (5) members, three (3) of whom shall be appointed by the Association President and two (2) appointed by the Superintendent. In May of each year of this Agreement, the Association President and the Superintendent (and their representatives, if needed) will meet to determine whether a particular committee should be retained for the ensuing school year, what the responsibilities for that year will be, and what, if any, adjustment in compensation for bargaining unit members in that year is warranted.

OTES Forms, including the OTES rubric, appear in Appendix A of this document.

Student Growth Measures Calculator Woodridge Local Schools					
Educator Category	Value- Added %	Vendor Assessment %	LEA Measures %		Total = 50%
			SLOs	Shared Attribution	
A1: Value Added Subjects Exclusively*	50%		0%	0%	50%
A2: Value Added Subjects but Not Exclusively*	proportional to schedule		proportional to schedule	0%	50%
B: No Value Added Subjects but ODE Approved Vendor Assessments		10%	40%	0%	50%
C: No Value Added or ODE Approved Vendor Assessment			50%	0%	50%
D: Exceptions (course length too short, too few students, only use ODE Approved Vendor Assessments, etc.)		case-by-case (according to ODE's Business Rules for Student Growth Measures)	case-by-case (according to ODE's Business Rules for Student Growth Measures)	0%	50%

\*For Safe Harbor, Value added ratings from state test administered in 2015-2016 and 2016-2017 school years shall not be used as part of those teachers' evaluations or when making decisions regarding dismissal, retention, tenure and compensation.

Legal References: ORC 3319.111; 3319.112; 3319.58

Legislative Reference: HB 153 (September 29, 2011); SB 316 (September 24, 2012); HB 555 (March 22, 2013); HB 59 (September 29, 2013); HB 362 (September 11, 2014)

Teacher Definition: ORC 3319.22, 3319.26, 3319.222, 3319.226l, 3319.301

## **ARTICLE XII. INSURANCE PROVISIONS**

### **A. Health Insurance/Life Insurance Premiums**

The Board shall provide health care, dental insurance, and life insurance to eligible certificated bargaining unit members under the Board-approved group insurance program according to the following provisions:

1. Employees who work thirty (30) hours or more per week and who elect to have Board-provided health care and/or dental insurance shall pay the monthly premiums as follow:

Coverage Beginning:	Single:	Two-Party:	Family:
September, 2016	12%	12%	12%
September, 2017	12%	12%	12%

2. Fifty percent (50%) of the premium shall be paid by the Board for all certificated bargaining unit members who work at least fifteen (15) hours but less than thirty (30) hours per week.

### **B. Life Insurance**

The Board shall purchase, from a carrier licensed by the State of Ohio, Group Term Life Insurance in the amount of Fifty Thousand dollars (\$50,000). Said coverage shall include Accidental Death and Dismemberment (AD&D) coverage. The Board will also provide the option for each eligible bargaining unit members to purchase a like amount of straight Term Life Insurance only at his/her cost provided all applicable insurability standards are met.

### **C. Comprehensive Health Care**

1. Weekend admittance is limited to emergencies and/or when surgery is scheduled for Monday.
2. Additional features of the plan include, but are not limited to, the following:

Dependent Coverage	to Age 26
Maternity	all Covered Persons
Benefit Period	calendar year
Pre-existing Period	no waiting period
In-Network Deductible Effective 1/1/2017	\$250 per single \$500 per family

Out-of-Network Deductible Effective 1/1/2017	\$375 per single \$600 per family
Out-of-Pocket Limit for Co-payment in Network Effective 1/1/2017	\$1,000 (which includes the deductibles)
Out-of-Pocket Limit for Co-payment Out-of- Network Effective 1/1/2017	\$2,000 (which includes the deductibles)
Co-payment	15%; none after Out-of-Pocket Limit  25% if the bargaining unit member chooses to go to a physician/health care provider that is not affiliated with the preferred provider network; none after out-of-pocket limit  15% if the bargaining unit member is referred to a physician/health care provider not affiliated with the preferred provider network by a physician/health care provider that is affiliated with the preferred provider network; none after out-of-pocket limit
Prescription Benefits:	Each bargaining unit member will be issued a prescription drug card (85%/15% benefit at point of service) and will be able to order maintenance prescriptions through a mail order option.
Out-of-Pocket Limit on Prescriptions:	\$750.
Lifetime	\$2,000,000.00*
	*Not applicable to Essential Health Benefits, which are defined in the Plan and treated consistently with applicable law.

4. The Board shall offer employees an Employee Assistance Program. The Board shall pay 100% of the cost of such program.

5. Opt Out

A bargaining unit member may elect an opt-out waiver of the medical insurance program. The Board shall pay one hundred dollars (\$100.00) per month to each bargaining unit member who opts-out of the program provided he/she certifies that they have other health insurance. This provision applies only to employees who work thirty (30) hours or more per week.

The annual "window period" during which a bargaining unit member may opt into or out of health insurance coverage is the month of August. The Treasurer will furnish the form for making an election to the employee by August 1. An employee's election will be binding until the next window period except in the event of a change in marital status, disqualification or substantial change in a spouse's health insurance benefits, or loss of dependent status as to a spouse's health insurance benefits.

This benefit is contingent upon sufficient participants per Section H of this Article to establish a Section 125 Plan.

D. Dental Insurance

The specifics of the plan for dental insurance shall be not less than the level of the coverage that existed during the previous collective bargaining agreement.

1. Level of Benefit

Benefits for covered services shall be the dentist's charge or the UCR allowance, whichever is lower.

2. Plan Maximum

Two Thousand Five Hundred Dollars (\$2,500.00) per benefit year (January 1 through December 31) per covered person except for orthodontia.

3. Deductible per Benefit Year

Twenty-Five Dollars (\$25.00) individual; Fifty Dollars (\$50.00) family.  
Preventive dental care is not subject to the deductible amounts.

4. Preventive Dental Care at 100%

Preventive dental care is not subject to the deductible. This care includes the following:



- a. Routine cleaning and/or examining teeth, supplementary bitewing x-rays, and topical fluoride treatments, but not more often than twice for each service in any twelve (12) consecutive months;
- b. Emergency treatment;
- c. Space maintainers that replace prematurely lost teeth for covered children under nineteen (19) years of age.

5. Services Covered at 80%

- a. X-ray examinations including full mouth (once each thirty-six [36] consecutive months)
- b. Simple extractions
- c. Fillings to restore diseased or accidentally broken teeth. Fillings may be of amalgam, silicate, acrylic, synthetic porcelain, or composite materials.
- d. Endodontics, including root canal treatment, pulp capping, and pulpotomy
- e. Apicoectomy (surgical removal of the tip of the tooth root)
- f. Management of acute infections and oral lesions
- g. Oral surgery
- h. Repair or re-cementing of crowns, inlays, onlays, bridgework and dentures
- i. Relining or rebasing dentures at least six (6) months after their installation (once each thirty-six [36] consecutive months)
- j. Inlays, onlays, or crown restorations for diseased or broken teeth (only if regular fillings would not restore teeth adequately)
- k. Periodontal examination and other periodontal treatments, including gingival curettage, gingivectomy, gingivoplasty and osseous Tea (includes flap entry and cleaning)
- l. General anesthesia or the extraction of teeth in connection with other services covered at eighty percent (80%)

6. Services Covered at 50%

- a. Initial installation of bridgework or partial or full removable dentures

- b. Replacements for dentures or bridgework, or addition of new false teeth to them. This benefit is payable only if five (5) years have passed since covered bridgework or denture was installed, and covered denture is temporary which must be replaced with a permanent denture within one (1) year.
- c. General anesthesia or the extraction of teeth in connection with other services covered at fifty percent (50%).

7. Services for Orthodontia

Payment for orthodontia services will be made over the course of the treatment and prorated. When oral exams, x-rays, surgery, extractions, and other covered services are rendered in connection with a course of orthodontia treatment, those services are considered to be part of that course of treatment and are paid at fifty percent (50%) of the dentist's charge, or UCR allowance, and counted toward the lifetime maximum.

Orthodontia is a covered expense for the eligible bargaining unit member, the spouse, and dependent children who have not reached the end of the year of his or her 24<sup>th</sup> birthday. The lifetime maximum for orthodontia services for each covered person is One Thousand Five Hundred Dollars (\$1,500.00). Effective January 1, 2017, the lifetime maximum for orthodontia services for each covered person is Two Thousand Five Hundred Dollars (\$2,500.00). This adjustment is effective if the employee or covered dependent's initial banding (date braces were put on) started on or after January 1, 2016.

8. Predetermination

If a course of treatment can reasonably be expected to involve charges of One Hundred Dollars (\$100.00) or more, a description of the procedures to be performed, which includes x-rays and other diagnostic aids, and an estimate of the dentist's charges should be sent to the carrier before treatment begins. When there is a choice of treatments which meet accepted standards of dental practice, carrier will approve the treatment which is less expensive. The carrier will notify bargaining unit member and the dentist of the benefits or treatments certified as payable based upon the course of treatment.

Predetermination does not apply to courses of treatment under One Hundred Dollars (\$100.00) or to emergency treatment, routine oral examinations, x-rays, prophylaxis, and fluoride treatments.

9. The annual "window period" during which a bargaining unit member may opt into or out of dental insurance coverage is the month of August. The Treasurer will furnish the form for making an election to the employee by August 1. An employee's election will be binding until the next window period except in the

event of a change in marital status, disqualification or substantial change in a spouse's dental insurance benefits, or loss of dependent status as to a spouse's dental insurance benefits.

- E. The Board shall offer the employees a vision plan with a \$10 exam/\$25 hardware (glasses, etc.) deductible. The plan is as follows:

	PLAN B OPTION 2	
<b>BENEFITS</b>	<b>NETWORK</b>	<b>NON-NETWORK</b>
<b>NETWORK</b>		
<b>Examinations</b>	One per 12-month period	
Eye Exam	\$10 copay per exam	Up to \$50 reimbursement
<b>Frames</b>	One pair per any 24-month period	
Basic Frames	\$130 allowance; 20% off balance over \$130	Up to \$70 reimbursement
<b>Prescription Lenses</b>	One pair per any 12-month period	
Single Vision	\$25 copayment	Up to \$50
Bi-Focal	\$25 copayment	Up to \$75
Tri-Focal	\$25 copayment	Up to \$100
Lenticular	\$25 copayment	Up to \$125
Progressive	\$35%-40% discount	Up to \$75
<b>Contact Lenses</b>	Allowance per any 12-month period provided in lieu of glasses	
Elective	\$130 allowance	Up to \$105 reimbursement
Medically necessary	Covered in full preferred providers; \$210 for affiliate providers	Up to \$210 reimbursement
Standard – contact lenses – fit & follow-up	15% discount not to exceed \$60	Not covered
Premium – contact lenses – fit & follow-up	15% discount not to exceed \$60	Not covered

- F. Benefits while on Unpaid Leave

Except as otherwise provided in Article VI, Section B, Family and Medical Leave, while a bargaining unit member is on an unpaid leave of absence, insurance benefits may be continued at group rates if the bargaining unit member pays the entire premium in the manner required by the Treasurer, if there is no additional cost to the Board, and if the Board's insurance carrier permits this coverage.

- G. All insurance benefits received by teacher shall be maintained to the end of the month in which the teacher resigns, retires, or otherwise separates from the employment of the Board.

H. A new employee and all current employees must annually complete and return insurance enrollment forms before claims can be processed. A new employee must complete an insurance application form before his/her initial coverage will be in effect.

I. Section 125 Flexible Spending Account

1. The Board shall establish a Section 125 Plan under the following conditions:
  - a. At least 25 employees submit forms to participate, and at least 25 employees maintain participation in the Plan.
  - b. The Board will provide a plan which includes insurance premium, flexible spending account, and dependent care.
  - c. The Board will pay the initial "start up" fee, and each employee participating in the Plan shall pay the monthly Administration fee up to two dollars (\$2.00) per month.
2. In addition to these provisions, the insurance Opt-out shall run through the Section 125 Plan.
3. If the participation falls below 25, the Plan shall be discontinued.

J. Section 125 Insurance Premiums

If the Section 125 Flexible Spending Account Plan identified in Section I above is discontinued, the Board will still maintain a Section 125 Plan restricted to the payment of monthly insurance premiums with pre-tax dollars. Employee participation insofar as insurance premiums are concerned is mandatory at no expense to the employee.

### **ARTICLE XIII. COMPENSATION**

A. Bargaining Unit Member's Salary Schedule

1. All employees shall be paid according to the indexed salary schedule in Appendix B and related compensation provisions. The BA base for each year shall be:

School Year	BA-0	% Increase
2016-2017	\$37,093	1% increase to base for the first 92 works days
2016-2017	\$37,464	1% increase to base for the last 93 works days
2017-2018	\$38,213	2% increase to the base

2. An employee shall be placed on the salary schedule according to the employee's training and experience.

B. Changes in Salary Placement

1. Vertical Advancement

An employee shall advance vertically one (1) step on the salary schedule for each year of experience in the District.

One year of teaching experience shall mean the employee has provided service under a teacher's contract for 120 days or more in any one school year.

2. Horizontal Advancement

An employee shall advance horizontally on the salary schedule when sufficient course work or a higher degree is earned and evidence of such completion is provided to the Treasurer. Satisfactory evidence shall be an official transcript issued by the appropriate institution.

3. Changes in Salary Classification

Post-Graduate Hours

Post-Graduate hours applicable toward advancement on the bargaining unit member's salary schedule will be accepted and applied toward appropriate increments twice each year at the beginning of each semester. The bargaining unit member is responsible for providing satisfactory evidence of completion of additional training prior to the opening of school or prior to the beginning of the second semester if possible. Evidence will be accepted during the months of September and October for adjustment retroactive to the beginning of the first semester. No changes in salary shall be made until written notification is received by the Treasurer and approved by the Superintendent. Evidence received after October and February will be effective for salary purposes at the beginning of the next ensuing semester. An official transcript will be filed with the Treasurer as soon as possible but not later than October 31 for the first semester and March 15 for the second semester.

C. Extended Service

1. Extended service is considered to be additional time worked before or following the regular school year which demands the same type of professional training and education required to perform the bargaining unit member duties during the school year.

2. All extended service must have the prior approval of the Board.
3. Bargaining unit members employed beyond the regular school year on extended service will have their salaries prorated on a daily basis for the additional time worked. Extended service salary will be calculated on the basis of one hundred eighty-five (185) days, the number of days in the bargaining unit member's contract year.
4. This section does not apply to newly employed bargaining unit members who are expected to attend meetings or conferences developed by the Administration for one day of orientation previous to the opening of school nor to the services addressed in the co-curricular salary schedule.

D. Payroll

1. All bargaining unit members are to receive their annual salary in twenty-four (24) installments.

Bargaining unit members shall receive their net pay by means of direct deposit.

2. The Treasurer of District will continue to pick up and pay, using the salary restatement method that does not incur a cost to the Board but does accord employees favorable tax treatment for federal and Ohio income tax purposes, to the State Teachers Retirement System, on behalf of bargaining unit members, in addition to the Board's required employer contribution, an amount equal to each bargaining unit member's contributions to STRS. The operation of this provision is mandatory for all bargaining unit members.
3. Upon the written authorization of a member of the bargaining unit, and provided the member meets the established deadline, if applicable, for submitting the proper forms authorizing the payroll deduction, payroll deduction shall be made within a reasonable period of time for the following:
  - a. Association and its affiliate dues\*;
  - b. Annuities, if available;
  - c. Credit Union;
  - d. United Way\*;
  - e. Political contributions subject to the provisions of the Ohio Revised Code;
  - f. Insurance premiums;
  - g. Other deductions as approved by the Treasurer.

\*Deadline for submitting forms authorizing payroll deduction is to be established annually.

4. Upon the written authorization of a member of the bargaining unit, a previously authorized payroll deduction will be terminated within a reasonable period of time.

5. Fair Share Fee

- a. Payroll Deduction of Fair Share Fee (FSF) Payers

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such non-members during the term of this Agreement. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

- b. Notification of the Amount of Fair Share Fee Payers

Notice of the amount of the annual fair share fee, which shall not be more than 100% of the United Education Profession (UEP) dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about January 1 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

- c. Schedule of Fair Share Fee Deductions

For All Fair Share Fee Payers payroll deduction of the fair share fee shall commence annually on the first pay date that occurs on or after January 15th. In the case of employees hired after the beginning of the school year that are fair share fee payers, the payroll deduction shall commence on the first pay date on or after the later of thirty (30) days of employment in a bargaining unit position or January 15. However, if an enrollment form for the fair share fee payer is not submitted to OEA by February 15th, you will be unable to collect fees at all for the fair share fee payer. An enrollment form must be submitted to OEA to record the fair share fee payer with no fees for each membership year.

- d. Transmittal of Deductions

The Board further agrees to accompany each such transmittal with a list of names of the bargaining unit members for all such fair share fee

deductions were made, the period covered, and the amounts deducted for each.

e. Procedure for Rebate

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

f. Entitlement to Rebate

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

E. Curriculum Development/Summer School

1. Curriculum Development as authorized by the Superintendent and approved by the Board will be compensated at the hourly rate equal to .00061 of the base salary.
2. Saturday detention monitor, and other such supervisory positions, such as, but not limited to Homework Assistance Center Supervisor, will be compensated at the hourly rate equal to .00061 of the base salary.
3. Home instructors and translators will be compensated at the hourly rate equal to 0.00061 of the base salary.
4. Board-approved summer school academic instruction by members of the bargaining unit shall be compensated at the hourly rate equal to .00072 of the base salary.

F. Travel Allowance

Mileage reimbursement will be allowed staff members assigned to more than one (1) building for inter-building travel, to transport students, for approved Board business including approved attendance at professional meetings, and for approved travel required to purchase necessary classroom supplies not available from regular Board supply sources, e.g., home economics materials. Such reimbursement will be at the rate per mile established by the Internal Revenue Service.



G. Severance Pay

1. A bargaining unit member employed by the Board may elect, upon retirement from active service under the State Teachers Retirement System Law, to be paid for one-fourth (1/4) of the value of the first one hundred twenty (120) days of the bargaining unit member's accrued but unused sick leave. In addition, said bargaining unit member will be paid for one-fifth (1/5) of the remaining days of the bargaining unit member's accrued but unused sick leave with a maximum as follows:

72 days

Such payment will be based on the bargaining unit member's rate of pay at the time of retirement. Payment for sick leave on this basis will be considered to eliminate all sick leave credit accrued by the bargaining unit member. Such payment will be made only once to any bargaining unit member.

2. The rate of pay at the time of retirement will be based on the contract salary including longevity divided by 185.
3. The bargaining unit member must present satisfactory evidence to the Treasurer that the bargaining unit member's retirement under STRS has been approved. After presentation of this evidence, the Treasurer will cause a lump sum severance paycheck to be issued to the retiree at the same time as the employee's last regular paycheck. The severance paycheck and last regular paycheck shall be issued not later than the next regular payday following receipt of proof of STRS approval, and in no case later than December 31 of the year of retirement.
4. If a bargaining unit member notifies the Board not later than February 1<sup>st</sup> of the bargaining unit member's year of retirement and then retires at the end of the school year, the employee shall be entitled to a one thousand five hundred dollars (\$1,500) bonus.

H. Co-Curricular Activities/Supplementals

1. Contract Sequence

The employee/bargaining unit member shall be notified no later than April 30 as to the Board's intent to offer or not offer a new contract for the next school year. Non-renewal of the one (1) year supplemental contract is not grievable unless the action violates this agreement.

The employee/bargaining unit member shall be eligible to apply for one (1) year only, co-curricular supplemental positions. Automatic renewal shall not be assumed.

2. Co-curricular Salary Index

- a. A bargaining unit member assigned co-curricular duties shall be properly placed on the Co-curricular Salary Index, attached hereto as Appendices B-6 and B-7 and incorporated by reference herein.
- b. The "Current Salary Schedule" refers to the Salary Schedule in effect as of September 1 of each work year.
- c. All co-curricular contracts are for one (1) year.

3. Placement on Co-curricular Salary Index

Credit for experience in areas covered by a supplemental teaching contract shall be determined as follows:

- a. Coaching  
A year of experience shall be defined as a year of paid coaching in that sport, above the 6<sup>th</sup> grade level, in an inter-scholastic position. Experience gained within a sport at any position may be carried to any other position within that sport. Experience in coaching grades 7-12 in inter-scholastic sports in other systems shall be applied to all positions in that sport.
- b. Other  
A year of experience shall be defined as a year of employment in a comparable position. Experience gained in other systems shall be applied to all positions on the Co-curricular Salary Schedule.
- c. Experience shall be granted for District volunteer experience should that position become a paid position on the Co-curricular Salary Schedule. This provision would only apply to that bargaining unit member currently holding that position on a volunteer basis.

4. Voluntary participation in co-curricular Activities

- a. Participation of a bargaining unit member in a co-curricular activity will be strictly voluntary, and he/she will be compensated for such participation in accordance with the provisions of this contract.
- b. A co-curricular position will be filled by an applicant from within the bargaining unit in preference to a certificated applicant from outside the bargaining unit unless all internal applicants are unqualified.

5. Compensation

- a. Each bargaining unit member assigned a co-curricular duty shall be compensated by applying the specified percentage to the Zero (0) Step of the Bachelor's degree column of the contractual salary schedule in effect on September 1 of the respective school year. For this purpose, however, it is mutually understood that the base salary as of September 2, 2016 for supplemental contracts only is \$37,460.
- b. For athletics each percentage refers to one sport, one team and one season.
- c. In the event a head coach is simultaneously assuming responsibility for more than one team in the same sport, notice will be given to the bargaining unit. Compensation shall be the head coach's salary and half (1/2) the assistant's salary.
- d. For advisory/drama/music, each percentage refers to one activity for the school year.

I. Tuition Reimbursement

1. The Board shall provide thirty-five thousand dollars (\$35,000.00) per year for purposes of tuition reimbursement to bargaining unit members.
2. For purposes of tuition reimbursement, the tuition fund year shall be September 1 through August 31, the first year beginning September 1, 2007.
3. Semester hours taken by each bargaining unit member who applies for tuition reimbursement shall be paid at 87.5% of tuition cost up to a maximum of \$2,000 reimbursement per year so long as money is available in the fund. If there is not enough money in the fund to pay these hours at 87.5% the money shall be divided by the total number of hours taken and paid out on a percentage basis per credit hour. (Quarter hours shall be appropriated proportionately.)
4. The credit must be received in education in the teacher's area of certification/licensure or in an area of certification/licensure permitted by ODE leading to a new certificate/license, or in a specific discipline related to the member's current certificate/license.
5. Reimbursement will be paid not later than November 30 following the reimbursement year upon the employee's submission of evidence of the expense and, if for tuition, an official transcript reflecting a grade of "B" or higher for graded classes or a "pass" for pass/fail classes. Employees who participate in a Ph.D, Ed.D or Ed.S program which extends over two (2) or more semesters, but not longer than for a three-year period, may submit a transcript that indicates that their program is "In Progress" (IP) for the semester(s) reimbursement is

requested. The documentation and transcript must be submitted no later than October 15<sup>th</sup> to receive the reimbursement.

6. Any member who receives tuition reimbursement must agree to teach in the District for at least one (1) full school year following receipt of the reimbursement. If any teacher fails to fulfill this requirement, the amount of the reimbursement will be deducted from the teacher's final pay. (Exception: Employees who leave the District due to retirement or those who are reduced in force.)
7. If a bargaining unit member's District supplemental contract position requires maintenance of a valid pupil activity permit, the Board will reimburse the employee for the permit renewal fee up to a maximum reimbursement per renewal of \$40.00. Reimbursement will be paid not later than November 30 following the reimbursement year upon the employee's submission of appropriate documentation to the Treasurer. The documentation must be submitted no later than October 15<sup>th</sup> to receive the reimbursement. For this purpose, the reimbursement year shall be the September 1 through August 31 immediately preceding reimbursement. This provision is only operative if there is money remaining in the tuition reimbursement fund after paying the tuition reimbursement. If there is not enough money to reimburse all permit renewals, the remaining amount, if any, will be divided equally among those supplemental contract holders who apply for reimbursement.

#### **ARTICLE XIV. TEACHER EDUCATION AND CERTIFICATION AND LICENSURE**

##### **A. Purpose**

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

##### **B. Term of Office**

The term of office for members serving on the committee shall be two (2) years, and a member may serve for consecutive terms.

##### **C. Committee Composition and Selection**

1. The committee shall be comprised of seven members as follows:

Four classroom teachers  
One principal  
Two other District employees

2. The four (4) teacher members shall be appointed by the Association President. The principal member shall be selected by the principals employed by the District. The other employee members shall be appointed by the Superintendent.
3. In the event of a vacancy, the committee member shall be replaced in accordance with 2 above.

D. Chairperson

The committee chairperson shall be determined by majority vote of the committee members.

E. Decision Making

Decisions shall be made by majority vote of the committee members present and voting. Four (4) members present shall constitute a quorum. In the event of a tie vote with only four members present, a special meeting of the LPDC shall be convened within fourteen (14) calendar days to decide the matter that resulted in a tie.

F. Training

1. New members of the LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of LPDCs.
2. If the available training is during work hours, the new committee members shall be given paid release time to attend. If the training occurs outside the regular workday or work year, new members shall be paid \$20/hour for each hour involved, including travel time.
3. New LPDC members shall be reimbursed for all actual and necessary expenses incurred as part of the training.
4. LPDC training for new committee members shall constitute appropriate "equivalent activities" for purposes of the committee members own individual development plans if they so decide by majority vote.

G. Meetings and Compensation

1. The LPDC shall schedule six (6) regular meetings per year. Not later than September 10 each year, the committee shall post in each building its meeting schedule. Additional meetings may be scheduled as necessary.
2. Committee members shall be compensated at the rate established in Article XIII Section E.1. for the regular meetings if they are held outside the regular workday or work year.

3. Each LPDC member may be released without penalty during the regular school day to attend scheduled meetings.

H. Approval of Programs

The LPDC shall approve all CEU/LEU programs, coursework for all certificated/licensed employees, as well as other activities that may provide CEUs/LEUs and the LPDC shall establish and/or approve the criteria for the above programs.

I. Records

The LPDC shall determine to what extent to keep and retain records of its meetings, decisions, and recommendations.

J. Appeals Process

Any appeal of a decision of the LPDC concerning a bargaining unit member's IPDP shall be in accordance with appeal process adopted by the LPDC, which shall include an independent third party review.

K. Authority

The LPDC shall not have any authority to revise, change, delete, or modify any article or section of this negotiated agreement.

## **ARTICLE XV. RESIDENT EDUCATOR PROGRAM**

A. Purpose

The purpose of the Resident Educator Program is to provide a program of support and formative assistance for teachers new to the profession. The program is designed to enhance the teacher's skills, keep the teacher in the District and assist them in achieving a five (5)-year professional license. The Resident Educator Program is exclusively for licensure determination and shall not replace the negotiated employee evaluation system.

B. Committee

1. A Resident Educator Committee comprised of a majority of classroom teachers shall be appointed to develop the program and oversee its implementation. The committee shall be comprised of seven (7) members; four (4) appointed by the Association Executive Committee and up to three (3) appointed by the Superintendent.
2. All members shall serve two (2) year terms.

3. The committee members shall be afforded the opportunity to attend training on the purpose of the Resident Educator Program, the tools/instruments to be utilized, and the necessary components for an effective program.
4. The purpose of the committee shall be the development, implementation, and review of the Resident Educator Program and the selection of mentors (throughout this Article the term “mentor” is meant to include those labeled “facilitators” by the Ohio Department of Education in the context of years 3 and 4 of a Resident Educator program).
5. The Committee shall meet as often as the members deem necessary to complete their work. Bargaining unit committee members shall be compensated at the rate established in Article XIII, E.1. per hour for all hours outside of the work day.
6. The teacher members shall have three (3) years of teaching experience with preference to teachers with five (5) or more years’ experience.

C. Mentors

1. Eligibility

Only current bargaining unit members shall be mentors.

2. Qualifications

Any teacher wishing to be considered to serve as a mentor shall have taught in the Woodridge Local School District for at least three (3) years and shall be required to submit written letters of recommendation from two (2) peers and one (1) administrator.

3. Selection

The Resident Educator Committee shall select mentors and recommend them to the Superintendent for recommendation to the Board.

4. Training

Teachers selected to be mentors for the first time shall attend training in the elements of Ohio’s Resident Educator System.

5. Confidentiality

- a. Mentors shall communicate directly with the Resident Educator and shall not discuss/report the performance/progress of the Resident Educator to any administrator, assessor, or other teacher. No mentor shall participate in the evaluation of a Resident Educator nor make any recommendation on

continued employment. Any violation of this tenet by the mentor shall constitute grounds for immediate removal from his/her role as a mentor.

- b. Confidentiality shall not extend to illegal acts. Mentors have the same reporting responsibilities as any other teacher.

6. Release Time

Each mentor shall be granted a minimum two (2) days release time per year for mentoring activities. Additional days may be granted if needed, with the approval of the Director of Academic Services.

7. Compensation

Each mentor shall be granted a supplemental contract on an annual basis based on the Resident Educator's placement in the program as follows: Year One—4% of base salary; Year Two—4% of base salary; Year Three—2% of base salary; Year Four (only if the mentor continues to work with the Resident Educator)—3% of base salary.

D. Resident Educator

1. The Resident Educator shall be provided a minimum of two (2) days release time per year for the purpose of observing classes, meetings with his/her mentor, recommended workshops, assessment preparation, etc. The days may be used in quarter (1/4) day increments.
2. The Resident Educator is not required to do an IPDP nor to utilize the LPDC process.
3. No Resident Educator shall be required to continue participation in the Resident Educator Program after advancing to a professional education license.

E. Protections

1. At any time, either the mentor or the entry year teacher may exercise the option to have a new mentor assigned. No specifics shall be given as to the exercise of the option and no prejudice is to be given such change.
2. Neither the evaluation of the Resident Educator nor the mentor shall be affected in any aspect by the Resident Educator Program or its demands.

F. Program Review/Revisions

1. Committee



Mentor and Resident Educators shall meet as a group with the Resident Educator Committee prior to the end of each school year to assess and evaluate the program. Recommendations shall be submitted in the form of a written report to the Association and the Superintendent not later than May 15.

2. Recommendations

Association and Board representatives shall meet to discuss the recommendations prior to the next school year.

3. Mentors

In addition to meeting for program evaluation purposes, mentor teachers shall meet on a periodic basis for coordination purposes.

G. Consistency With Law

If at any time the parties determine that any provision of this Article is inconsistent with law, the parties will meet to resolve the inconsistencies.

**ARTICLE XVI. SMALL GROUP/LIBRARY INSTRUCTORS**

A. The term "small group/library instructor" as used in this agreement refer only to staff who are required to be certificated to perform their duties, which shall include, but not be limited to, learning disabled small group/library instructor and developmentally disabled small group/library instructor, and are contracted to work fifteen (15) or more hours per week.

B. Small group/library instructors with less than a master's degree will be compensated at the following rate times the base salary based on service time:

0-2 years .00070	3-5 year .00075	6-10 .00080	11 or more years .00085
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Small group/library instructors with a master's degree will be compensated at the following rate times the base salary based on service time (in transitioning from the bachelor's to the master's schedule, the concepts that apply to teachers who move horizontally and/or vertically on the teachers' salary schedule will apply – see Article XIII, Section B, Paragraphs 1 and 2):

0-2 years .000714	3-5 years .000765	6-10 years .000816
11 or more years .000867		

C. Small group/library instructors shall be entitled to receive coverage under the group insurance program described in Article XII.

- D. A small group/library instructor shall have seniority only as a small group/library instructor. Should a certificated teaching staff member who is employed as a small group/library instructor subsequently become a regular classroom teacher under a regular teaching contract, such individual's non small group/library instructor seniority shall commence and begin from the date of such other employment and shall not include any service time as a small group/library instructor.
- E. Small group/library instructors employed on or before 6/30/13 will have the first option to any full-time teaching position for which they are qualified as long as they are the most senior internal applicant. If such a small group/library instructor turns down two (2) positions, this provision shall no longer apply to that small group/library instructor. It is understood that "full-time teaching position" pertains to the vacancy that emerges and is being filled after any internal transfers are implemented.
- F. Consistency with Law
- Any provision of this Article that is inconsistent with federal or state laws or regulations governing the education of disabled students shall be null and void.
- G. The Board shall supply each small group/library instructor with an individually written contract. The provision of such written contracts will be enumerated in the subsections of this article:
1. Each new small group/library instructor will initially be issued a one (1) year contract. Subsequent one (1) year contracts may be issued to each re-employed small group/library instructor.
  2. Any agreement to act as an extracurricular advisor or coach for which additional compensation is to be paid shall be by supplemental contract.
  3. In performing his/her professional duties, the small group/library instructor agrees to abide by and maintain the applicable laws and existing rules and regulations of the Board.
  4. If the small group/library instructor has been hired for less than a full schedule the contract/salary notice will reflect the percentage of a full contract for which the person has been hired and the effect of that percentage on their benefit package.
  5. The contracts/salary notices will be provided by May 15th, or within two (2) weeks of ratification of this or a successor agreement, whichever is later.
  6. A small group/library instructor who is eligible to receive a continuing contract must notify the Superintendent and his/her building principal, in writing, on or before October 15th so that the teacher is included on the list of staff who will participate in collaborative developmental appraisal that year. A small group/library instructor will not be recommended for a continuing contract if

she/he has not participated in the collaborative developmental appraisal cycle during the school year in which the recommendation is made. This continuing contract eligibility requirement is in addition to the continuing contract eligibility requirements contained in Ohio Revised Code Section 3319.11.

7. The evaluation of small group/library instructors or other non-instructional certificated/licensed employees who are compensated like small group/library instructors shall involve the assessment of the bargaining unit member's services rendered to the Board in accordance with Article XI of this Agreement.
- H. Small group/library instructors shall be provided weekly planning time equivalent to 16% of their student contact time.
- I. All Articles of this Agreement are applicable with the following exceptions:
  - Article VI. - E. Leave for Professional Improvement
  - Article VII - Working Conditions B. Workday C. Preparation Time
  - Article VIII - Contracts
  - Article IX - Assignments, Vacancies and Transfers
  - Article XII - Compensation A., B., C., D.1.
- J. For the purposes of the Reduction in Force of small group/library instructors, the procedures of Article X are incorporated in the Article as if rewritten with the understanding that the Reduction in Force for Small Group/Library Instructors operates separately from the Reduction in Force procedures for teachers.

## **ARTICLE XVII. TECHNOLOGY UTILIZATION**

### **A. Computer Technology**

Efforts will be made by the Board, the Administration, and the teachers to work through appropriate channels to improve and enhance the use of computers in the classroom by both students and teachers.

### **B. Monitoring Students**

Teachers will monitor student Internet usage in a reasonable manner. Upon discovery of controversial material or upon notification by a student of controversial material, the teacher shall inform the principal. Teachers shall not be disciplined for inappropriate files or sites accessed by students.

### **C. Employee Usage**

Employees shall be permitted use of Board provided computers and electronic devices. Any employee who desires to utilize software other than that provided by the District shall

first submit a request to the Technology Advisory Committee for approval. Technological resources, including personally owned devices when used on the District network during instructional time, are to be used consistent with the District's educational objectives.

D. Review

Administrative review of computer files, electronic mail, and voice mail will be motivated by a legitimate reason. Except in unusual circumstances, the Association President will be notified in advance of such an administrative review.

## **ARTICLE XVIII. SPECIAL NEEDS STUDENTS**

A. Individualized Education Plan (IEP)

1. Bargaining unit members whose duties are governed by an IEP or 504 Plan shall be provided the opportunity to participate in the development of the IEP or 504 plan and be present at the IEP meetings.
2. Any member of an IEP or 504 team has the right to dissent with any portion(s) of the IEP or 504 plan. The team member may submit the dissent in writing specifying the portion(s) in contention and the reasons for the dissent.
3. Each bargaining unit member with responsibility for the education of a student on an IEP or 504 plan shall receive a copy electronically of the IEP or 504 plan and may inquire about his/her responsibilities regarding implementation of the IEP or 504 plan and about the specific modifications and supports to be provided.
4. Any bargaining unit member whose duties are governed by an IEP or 504 can request a meeting at any time to review and consider modifications to the IEP or 504 plan and/or the placement of the student subject to the rights of the student and parent. Any change in placement will occur in compliance with law and will not occur without an IEP or 504 meeting and will include the affected classroom teachers to the extent feasible.

B. Training

The Board shall make available the opportunity for inservice training to bargaining unit members to assist them in addressing the legal and education needs of students with disabilities in a regular education classroom environment. In the event that training occurs outside the regular school day, participants shall be paid in accordance with the provisions of Article 13, E.3. if they are required to attend by the Administration. Reasonable allowances will be made for prior or regular personal and family commitments of a teacher.

C. Specialized Health Care Procedures

Bargaining unit members shall not be required to routinely perform any medical procedures on a student. No bargaining unit member shall be required to routinely provide custodial care services.

D. Compensation for IAT/IEP/ETR Meetings & Release Time

1. IEP, IAT, and ETR meetings shall be held during the normal school day when reasonable.
2. Any bargaining unit member attending an IAT, IEP, or ETR meeting held outside the school day or during the bargaining unit member's conference/planning period shall be paid at the hourly rate established in Article XIII, Section E.1, for all time spent in the meetings.

Any bargaining unit member who attends an IAT, IEP or ETR meeting and cannot stay for the entire meeting shall so notify the case manager in advance of the meeting of his/her intention to leave early.

3. With approval of the principal, case managers responsible for writing IEPs shall receive release time during the normal school day for completing IEPs.

E. Consistency with Law

Any provision of this Article that is inconsistent with federal or state laws or regulations governing the education of students with disabilities shall be null and void.

F. Equitable Distribution

Reasonable efforts will be made to assign "included" students equitably among all available sections in a given building.

This provision would apply for all students for which an IEP or 504 plan is required and which plan requires inclusion in a regularly scheduled class excluding students with language impairments, home instruction, and students in various tutoring programs. This provision also applies to ELL students.

G. Case Load Size - Special Needs

Case load maximums for special needs classes shall be in accordance with the state standards contained in Ohio Administrative Code 3301-51-049.

Placements for students with disabilities are IEP team decisions. When a student with a disability is placed with a teacher and the teacher determines the need for additional

professional development, the teacher shall inform the building principal of such needs. The District will provide appropriate professional development at no cost to the teacher.

- H. The medical component(s) of a 504 plan will be written by a qualified medical professional. If the 504 plan contains only medical component(s), the assigned case manager will be a non-bargaining unit employee.

## **ARTICLE XIX. HEALTH AND SAFETY**

### **A. Environment**

1. The Board shall endeavor to provide a safe and healthful work environment. Teachers have a responsibility in cooperating to maintain a safe environment.
2. Each building shall have an evacuation plan. Evacuation signs shall be posted in each classroom and appropriate hallways.
3. Each building shall utilize a system for limiting building access, registering and identifying visitors.

### **B. Report Internally First**

Complaints regarding health and safety concerns should be brought to the attention of the Building Administrator as soon as the concern is known. The Building Administrator will reply to the teacher as soon as possible and put it in writing within five working days as to how the problem has or will be solved. Necessary action to remove health or safety hazard will be initiated, and the hazard will be corrected as soon as possible. If the teacher does not receive notification within five (5) working days or the hazard presents an imminent danger, OSHA will be notified.

### **C. Employee Rights**

Employees have the right to refuse to work under conditions that the employee reasonably believes present an imminent danger of death or serious harm.

### **D. Right to Reassign**

Before exercising his/her right to refuse to work under Section 4167.06 of the Revised Code because of a condition which the teacher acting in good faith reasonably believes presents an imminent danger of death or serious harm, the teacher may be temporarily reassigned while the condition is being investigated and/or corrected.

### **E. Health Supplies**

1. The Board shall ensure that in the clinic of each building and in every lab there shall be adequate first aid kit(s) which shall be maintained.
2. The Board shall provide every teacher with an adequate supply of disposable rubber gloves.

F. No Reprisals

There shall be no reprisals, restraints, interference, coercion, or discrimination against any employee for filing a report of an unsafe or unhealthy condition, for exercising his/her rights under Ohio Revised Code Section 4167.06, or for any other participation in the Health and Safety Program.

G. Recourse

An employee who wishes to assert a claim regarding health and safety may use the grievance procedure in this Agreement or any other available remedy as the means for asserting such a claim.

- H. The Board will provide a lockable space for each teacher for the purpose of securing the teacher's personal belongings.

**ARTICLE XX. ELEMENTARY & SECONDARY EDUCATION ACT (ESEA)/EVERY STUDENT SUCCEEDS ACT (ESSA)**

A. Comprehensive Support and Improvement Process

Any School Improvement Committee that is to be formed pursuant to ESEA/ESSA shall consist of a majority of classroom teachers appointed by the Association.

B. SIP Parameters

No school improvement plan provision shall alter, modify, violate, or supersede this Agreement, condition or practice except as mutually agreed to in writing by the Board and the Association parties. No Committee or plan shall address the issues of wages, hours, terms or conditions of employment nor shall any Committee engage in collective bargaining.

C. Hours

Any additional hours available to bargaining unit members as made available through any improvement plan under ESEA/ESSA shall be offered voluntarily to all the employees. All hours shall be compensated at the bargaining unit member's regular hourly rate.

D. State Defined Measures

The Superintendent shall notify the Association within forty-eight (48) hours should any building and/or the District fail to achieve the minimum state defined measures.

#### **ARTICLE XXI. JOB DESCRIPTIONS**

- A. A committee comprised of five (5) employees appointed by the Association and two (2) employees appointed by the Superintendent will meet to formulate and review job descriptions applicable to the bargaining unit on an as-needed basis as defined by either the Association President or the Superintendent. The committee will act by consensus.
- B. A bargaining unit member will receive an electronic copy of any approved job description applicable to the employee's position. A job description booklet containing all bargaining unit job descriptions will be available on the District website/intranet.

#### **ARTICLE XXII. DISCIPLINE**

- A. A bargaining unit member will not be disciplined without just cause.
- B. The Board agrees to follow traditional principles of progressive discipline with the understanding that one or more levels may be bypassed in a case deemed to be serious misconduct in light of the relevant circumstances. The levels of discipline are:
  - 1. Oral warning;
  - 2. Written reprimand;
  - 3. Suspension without pay (imposed by the Superintendent);
  - 4. Termination (imposed by the Board).

Termination of a bargaining unit member is governed exclusively by the provisions of Ohio Revised Code Sections 3319.16 and 3319.161.

- C. A bargaining unit member is entitled, upon request, to representation at any disciplinary meeting or investigatory interview.
- D. A disciplined bargaining unit member will be given a copy of any disciplinary action entered in the employee's personnel file. The disciplinary action will identify the basis for the discipline. In a case of suspension without pay, the employee will be informed in writing of the duration of the suspension and when it will be served.

#### **ARTICLE XXIII. MASTER TEACHERS**

The District will continue to participate in the C-R-W (Copley/Revere/Woodridge) Master Teacher Consortium for the duration of this Agreement unless otherwise mutually agreed by the Board and the Association. Two (2) Association members appointed by the Association



President shall serve on this Consortium. Such members shall be paid at the Curriculum Development rate specified in Article XIII, Section E of this Agreement for any Consortium meetings held outside of the regular teacher work day.

#### **ARTICLE XXIV. DIGITAL AND ALTERNATIVE LEARNING OPTIONS**

##### **A. Purpose**

The purpose of digital and alternative learning options is to offer students a variety of learning opportunities, to acknowledge students' differing learning styles, paces and interests, and to enable students to demonstrate creativity, to explore academic and career interests, practice critical thinking and gain experience with digital and/or alternative learning platforms. Any method of obtaining credit by means other than traditional course completion shall be subject to this Article.

##### **B. Courses**

Students may be granted credit for classes they test out of or otherwise demonstrate mastery of, for educational options they create which are approved by the District, or for digital courses offered by the school District.

##### **C. Teacher of Record for Credit Flexibility and Credit Recovery**

Students utilizing credit flexibility or credit recovery shall be assigned a teacher of record who is a bargaining unit member.

##### **1. Qualifications of Teachers of Record:**

Teachers serving as Teacher of Record in credit flexibility and credit recovery situations must hold certification/licensure in the area for which credit is sought by the students.

##### **2. Assignment of Teachers of Record:**

- a. When a student submits a request for assistance to develop a Credit Flexibility Plan, submits a formal application for credit flexibility or enrolls in a credit recovery program in the District, all bargaining unit members who qualify to serve as Teacher of Record shall be notified of the request including the student name, the amount of credit being sought, the plan components and the course to which credit would be assigned.
- b. Qualified Teachers of Record shall express interest within one (1) week of notification.

- c. If more than one (1) qualified Teacher of Record responds, the member with the greatest District seniority shall be assigned.
3. Responsibilities of Teachers of Record:
- a. Provides students using credit flexibility or credit recovery models with curriculum/course of study as needed.
  - b. Provides feedback to students regarding their applications for credit.
  - c. Serves as rotating member on the High School Credit Team as defined later in this Article.
  - d. Facilitates and monitors the student's progress toward completion of the approved plan for credit and provides periodic feedback.
  - e. Assesses students, determines and assigns grade upon completion of approved plan.
4. Compensation of Teachers of Record:
- a. Teachers of Record are required to keep and to submit a record of time spent meeting/communicating with the students they serve under this provision.
  - b. Teachers of Record will be compensated for the time submitted using the curriculum rate appearing in Article XIII, Section E, of this Agreement. Payment will be made by not later than the second regular pay day following the end of the semester. Hours shall regularly be capped at fifteen (15) hours for the semester unless the particular case requires additional time. Additional time must be approved in advance by the Superintendent (or designee).
  - c. If a student is assigned to the guidance office and the guidance counselors are charged with monitoring a student while taking a course through credit recovery, the guidance counselor will be paid as if the counselor were the Teacher of Record.
  - d. The above compensation provisions do not apply if the Teacher of Record has a duty period assigned for the specific purpose of assisting or monitoring students engaged in digital/alternative learning options (independent of preparation and collegial planning time accorded under Article VII, Section D of this Agreement) during which Teacher of Record functions may be performed.

D. Digital Learning Options

The District may offer elective courses not already offered in Woodridge Local Schools utilizing a digital platform provided by a vendor selected by the Administration. Not more than three (3) options shall be made available in any one school year. Each option may be divided into two related semester courses that must be taken by students consecutively in the same school year. That is, if Section A of Course Option 1 is offered in Semester 1 and Section B is offered in Semester 2, students must complete sections A and B in the same school year. Bargaining unit members shall serve as facilitators of the digital learning experience. Bargaining unit members will not be Teachers of Record for digital courses. The Board agrees not to reduce the workforce under Article X of this Agreement as a result of digital learning options being offered. Each student shall be limited to taking one course through this digital learning option. The Superintendent will advise the WEA President of Digital Learning Options for the upcoming school year by August 1.

E. High School Credit Team

1. The purpose of the high school credit team is to review and revise student applications for credit options and to assist students earning high school credit through the alternative learning options offered through the District.
2. The team shall be composed of six (6) members: three (3) high school classroom teachers, one (1) high school guidance counselor and two (2) administrators. Two (2) classroom teachers and the guidance counselor shall be appointed by the Association President; one (1) classroom teacher shall be a rotating member. The rotating member shall be the Teacher of Record assigned to the credit plan under review. Administrators shall be appointed by the Superintendent. Vacancies arising during a term shall be filled in the same manner.
3. Team members will receive training about the various options available to students including credit flexibility, credit recovery and digital learning options. If training occurs outside the regular workday or work year, members shall be compensated for hours involved using the curriculum rate appearing in Article XIII, Section E, of this Agreement.
4. The team will determine the frequency of meetings and will determine when and which Teachers of Record will be invited to participate in the meetings.
5. The team will make decisions through consensus.
6. Bargaining unit team members will be compensated using the curriculum rate appearing in Article XIII, Section E, of this Agreement.

## ARTICLE XXV. GENERAL

### A. Complete Agreement

This Agreement supersedes and cancels all previous agreements, verbal or written, between the Board and the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties to this agreement.

### B. Management Rights

Subject to the provisions of this Agreement, the Board retains the rights, powers, duties and obligations of management conferred upon and vested in it by law and specifically Ohio Revised Code Section 4117.08(C).

### C. Contrary to Law

If any provision or application of this Agreement is determined by a court of competent jurisdiction to be contrary to law, that provision shall be considered null and void to the extent specifically prohibited, but all other provisions herein shall continue in full force and effect. If a provision is determined to be contrary to law, such a determination shall be reason for a reopening of negotiations within ten (10) calendar days after receipt of a request by either party for that provision.

### D. Individual Rights

Nothing included in this agreement shall restrict or deny to any member of the bargaining unit rights provided by law or by statutes, rulings and regulations of the state or federal government unless those rights are specifically addressed in this agreement. In that case, the provisions of this agreement shall control.

### E. Attendance at Woodridge of Bargaining Unit Members' Children

1. All bargaining unit members' children may attend the District schools without charge through the Board's open enrollment policy with the following restrictions. However, if there are conflicts with the language in this Article and the Board policy, the language in this Article shall supersede the Board policy.
  - a. No student shall be admitted to Kindergarten through grade 2 if the class average in the grade level where the student would be enrolled exceeds 20 to 1.
  - b. No student shall be admitted to grade 3 through grade 5 if the class average in the grade level where the student would be enrolled exceeds 23 to 1.

- c. From the sixth grade through the twelfth grade, the Superintendent shall determine if the additional student(s) will be a hardship on the bargaining unit member and/or the total school enrollment.
- d. Once a student is enrolled that student may continue to attend the District schools as long as attendance is in consecutive years. If a student is withdrawn, re-admittance may occur under the same restrictions that applied with regard to the initial application for admission.
- e. A written request may be initiated at any time; however, students will only be admitted at the beginning of a new school year.
- f. A written request for admission to the District schools must be made to the Superintendent through the principal's office prior to registration.
- g. A written decision shall be returned to the bargaining unit member no later than seven (7) days prior to the first day for students.
- h. Transportation is a parent's responsibility.

F. Continuous Performance

During the life of this Agreement, the Association and its members hereby affirm that they will not sanction, engage in, encourage, or participate in any type of strike or work stoppage which results in a reduction in the regular professional duties or employment obligations of any bargaining unit member.

This provision shall not preclude any bargaining unit member from taking any necessary and reasonable actions to protect his/her personal health or safety or the health or safety of others.

G. Duration

This agreement shall be effective August 1, 2016 through and including July 31, 2018.

WOODRIDGE LOCAL SCHOOL DISTRICT  
BOARD

WOODRIDGE EDUCATION  
ASSOCIATION

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Appendix A

			WOODRIDGE INDEX								
YEARS	BA	BA + 8	BA + 16	BA + 24	BA + 32	BA + 40	MA	MA + 8	MA + 16	MA + 24	MA + 32
STEP 0	1.00000	1.00900	1.01900	1.02600	1.04000	1.10000	1.10500	1.11400	1.12300	1.14300	1.16500
STEP 1	1.03800	1.04750	1.05810	1.06570	1.08100	1.14230	1.14870	1.15820	1.16780	1.18830	1.21080
STEP 2	1.07600	1.08600	1.09720	1.10540	1.12200	1.18460	1.19240	1.20240	1.21260	1.23360	1.25660
STEP 3	1.15200	1.16300	1.17540	1.18480	1.20400	1.26920	1.27980	1.29080	1.30220	1.32420	1.34820
STEP 4	1.19000	1.20150	1.21450	1.22450	1.24500	1.31150	1.32350	1.33500	1.34700	1.36950	1.39400
STEP 5	1.22800	1.24000	1.25360	1.26420	1.28600	1.35380	1.36720	1.37920	1.39180	1.41480	1.43980
STEP 6	1.30400	1.31700	1.33180	1.34360	1.36800	1.43840	1.45460	1.46760	1.48140	1.50540	1.53140
STEP 7	1.34200	1.35550	1.37090	1.38330	1.40900	1.48070	1.49830	1.51180	1.52620	1.55070	1.57720
STEP 8	1.41800	1.43250	1.44910	1.46270	1.49100	1.56530	1.58570	1.60020	1.61580	1.64130	1.66880
STEP 9	1.45600	1.47100	1.48820	1.50240	1.53200	1.60760	1.62940	1.64440	1.66060	1.68660	1.71460
STEP 10	1.53200	1.54800	1.56640	1.58180	1.61400	1.69220	1.71680	1.73280	1.75020	1.77720	1.80620
STEP 11	1.57100	1.58650	1.60550	1.62150	1.65500	1.73450	1.76050	1.77700	1.79500	1.82250	1.85200
STEP 12	1.64600	1.66350	1.68370	1.70090	1.73700	1.81910	1.84790	1.86540	1.88460	1.91310	1.94360
STEP 13	1.68400	1.70200	1.72280	1.74060	1.77800	1.86140	1.89160	1.90960	1.92940	1.95840	1.98940
STEP 14	1.69200	1.71075	1.73155	1.78030	1.81900	1.94600	1.97900	1.99960	2.01900	2.04900	2.08100
STEP 15	1.70000	1.71950	1.74030	1.78905	1.82775	1.95475	1.98775	2.00835	2.02775	2.05775	2.08975
STEP 16	1.71000	1.72825	1.74905	1.79780	1.83650	1.96350	1.99650	2.01710	2.03650	2.06650	2.09850
STEP 17	1.71900	1.73700	1.75780	1.80655	1.84525	1.97225	2.00525	2.02585	2.04525	2.07525	2.10725
STEP 18	1.73067	1.74867	1.76947	1.81822	1.85692	1.98392	2.01692	2.03752	2.05692	2.08692	2.11892
STEP 19	1.74234	1.76034	1.78114	1.82989	1.86859	1.99559	2.02859	2.04919	2.06859	2.09859	2.13059
STEP 20	1.75400	1.77200	1.79280	1.84149	1.88019	2.00719	2.04019	2.06079	2.08019	2.11019	2.14219
STEP 21	1.76567	1.78367	1.80447	1.85316	1.89186	2.01886	2.05186	2.07246	2.09186	2.12186	2.15386
STEP 22	1.77734	1.79534	1.81614	1.86483	1.90353	2.03053	2.06353	2.08413	2.10353	2.13353	2.16553
STEP 23	1.78901	1.80701	1.82781	1.87650	1.91520	2.04220	2.07520	2.09580	2.11520	2.14520	2.17720
STEP 24	1.80068	1.81868	1.83948	1.88817	1.92687	2.05387	2.08687	2.10747	2.12687	2.15687	2.18887
STEP 25	1.81235	1.83035	1.85115	1.89984	1.93854	2.06554	2.09854	2.11914	2.13854	2.16854	2.20054
STEP 26	1.82402	1.84202	1.86282	1.91151	1.95021	2.07721	2.11021	2.13081	2.15021	2.18021	2.21221
STEP 27	1.83569	1.85369	1.87449	1.92318	1.96188	2.08888	2.12188	2.14248	2.16188	2.19188	2.22388
STEP 28	1.84736	1.86536	1.88616	1.93485	1.97355	2.10055	2.13355	2.15415	2.17355	2.20355	2.23555
STEP 29	1.85903	1.87703	1.89783	1.94652	1.98522	2.11222	2.14522	2.16582	2.18522	2.21522	2.24722
STEP 30	1.87070	1.88870	1.90950	1.95819	1.99689	2.12389	2.15689	2.17749	2.19689	2.22689	2.25889
STEP 31	1.88237	1.90037	1.92117	1.96986	2.00856	2.13556	2.16856	2.18916	2.20856	2.23856	2.27056
STEP 32	1.89404	1.91204	1.93284	1.98153	2.02023	2.14723	2.18023	2.20083	2.22023	2.25023	2.28223
STEP 33	1.90571	1.92371	1.94451	1.99320	2.03190	2.15890	2.19190	2.21250	2.23190	2.26190	2.29390

Base: 37,093

**Woodridge EA Salary Schedule 2016-2017**

<b>YEARS</b>	<b>BA</b>	<b>BA + 8 or 24 CEU</b>	<b>BA + 16 or 48 CEU</b>	<b>BA + 24 or 72 CEU</b>	<b>BA + 32 or 96 CEU</b>	<b>BA + 40 or 120 CEU</b>	<b>MA</b>	<b>MA + 8 or 24 CEU</b>	<b>MA + 16 or 48 CEU</b>	<b>MA + 24 or 72 CEU</b>	<b>MA + 32 or 96 CEU</b>
STEP 0	37,093	37,427	37,798	38,057	38,577	40,802	40,988	41,322	41,655	42,397	43,213
STEP 1	38,503	38,855	39,248	39,530	40,098	42,371	42,609	42,961	43,317	44,078	44,912
STEP 2	39,912	40,283	40,698	41,003	41,618	43,940	44,230	44,601	44,979	45,758	46,611
STEP 3	42,731	43,139	43,599	43,948	44,660	47,078	47,472	47,880	48,303	49,119	50,009
STEP 4	44,141	44,567	45,049	45,420	46,181	48,647	49,093	49,519	49,964	50,799	51,708
STEP 5	45,550	45,995	46,500	46,893	47,702	50,217	50,714	51,159	51,626	52,479	53,407
STEP 6	48,369	48,851	49,400	49,838	50,743	53,355	53,955	54,438	54,950	55,840	56,804
STEP 7	49,779	50,280	50,851	51,311	52,264	54,924	55,576	56,077	56,611	57,520	58,503
STEP 8	52,598	53,136	53,751	54,256	55,306	58,062	58,818	59,356	59,935	60,881	61,901
STEP 9	54,007	54,564	55,202	55,729	56,826	59,631	60,439	60,996	61,597	62,561	63,600
STEP 10	56,826	57,420	58,102	58,674	59,868	62,769	63,681	64,275	64,920	65,922	66,997
STEP 11	58,273	58,848	59,553	60,146	61,389	64,338	65,302	65,914	66,582	67,602	68,696
STEP 12	61,055	61,704	62,453	63,091	64,431	67,476	68,544	69,193	69,905	70,963	72,094
STEP 13	62,465	63,132	63,904	64,564	65,951	69,045	70,165	70,833	71,567	72,643	73,793
STEP 14	62,761	63,457	64,228	66,037	67,472	72,183	73,407	74,171	74,891	76,004	77,191
STEP 15	63,058	63,781	64,553	66,361	67,797	72,508	73,732	74,496	75,215	76,328	77,515
STEP 16	63,429	64,106	64,878	66,686	68,121	72,832	74,056	74,820	75,540	76,653	77,840
STEP 17	63,763	64,431	65,202	67,010	68,446	73,157	74,381	75,145	75,864	76,977	78,164
STEP 18	64,196	64,863	65,635	67,443	68,879	73,590	74,814	75,578	76,297	77,410	78,597
STEP 19	64,629	65,296	66,068	67,876	69,312	74,022	75,246	76,011	76,730	77,843	79,030
STEP 20	65,061	65,729	66,500	68,306	69,742	74,453	75,677	76,441	77,160	78,273	79,460
STEP 21	65,494	66,162	66,933	68,739	70,175	74,886	76,110	76,874	77,593	78,706	79,893
STEP 22	65,927	66,595	67,366	69,172	70,608	75,318	76,543	77,307	78,026	79,139	80,326
STEP 23	66,360	67,027	67,799	69,605	71,041	75,751	76,975	77,740	78,459	79,572	80,759
STEP 24	66,793	67,460	68,232	70,038	71,473	76,184	77,408	78,172	78,892	80,005	81,192
STEP 25	67,225	67,893	68,665	70,471	71,906	76,617	77,841	78,605	79,325	80,438	81,625
STEP 26	67,658	68,326	69,098	70,904	72,339	77,050	78,274	79,038	79,758	80,871	82,058
STEP 27	68,091	68,759	69,530	71,337	72,772	77,483	78,707	79,471	80,191	81,303	82,490
STEP 28	68,524	69,192	69,963	71,769	73,205	77,916	79,140	79,904	80,623	81,736	82,923
STEP 29	68,957	69,625	70,396	72,202	73,638	78,349	79,573	80,337	81,056	82,169	83,356
STEP 30	69,390	70,058	70,829	72,635	74,071	78,781	80,006	80,770	81,489	82,602	83,789
STEP 31	69,823	70,490	71,262	73,068	74,504	79,214	80,438	81,203	81,922	83,035	84,222
STEP 32	70,256	70,923	71,695	73,501	74,936	79,647	80,871	81,635	82,355	83,468	84,655
STEP 33	70,689	71,356	72,128	73,934	75,369	80,080	81,304	82,068	82,788	83,901	85,088



**Woodridge EA Salary Schedule 2016-2017 (2nd half)**

**Base: \$37,464**

<b>YEARS</b>	<b>BA</b>	<b>BA + 8 or 24 CEU</b>	<b>BA + 16 or 48 CEU</b>	<b>BA + 24 or 72 CEU</b>	<b>BA + 32 or 96 CEU</b>	<b>BA + 40 or 120 CEU</b>	<b>MA</b>	<b>MA + 8 or 24 CEU</b>	<b>MA + 16 or 48 CEU</b>	<b>MA + 24 or 72 CEU</b>	<b>MA + 32 or 96 CEU</b>
STEP 0	37,464	37,801	38,176	38,438	38,963	41,210	41,398	41,735	42,072	42,821	43,646
STEP 1	38,888	39,244	39,641	39,925	40,499	42,795	43,035	43,391	43,750	44,518	45,361
STEP 2	40,311	40,686	41,106	41,413	42,035	44,380	44,672	45,047	45,429	46,216	47,077
STEP 3	43,159	43,571	44,035	44,387	45,107	47,549	47,946	48,359	48,786	49,610	50,509
STEP 4	44,582	45,013	45,500	45,875	46,643	49,134	49,584	50,014	50,464	51,307	52,225
STEP 5	46,006	46,455	46,965	47,362	48,179	50,719	51,221	51,670	52,142	53,004	53,941
STEP 6	48,853	49,340	49,895	50,337	51,251	53,888	54,495	54,982	55,499	56,398	57,372
STEP 7	50,277	50,782	51,359	51,824	52,787	55,473	56,132	56,638	57,178	58,095	59,088
STEP 8	53,124	53,667	54,289	54,799	55,859	58,642	59,407	59,950	60,534	61,490	62,520
STEP 9	54,548	55,110	55,754	56,286	57,395	60,227	61,044	61,606	62,213	63,187	64,236
STEP 10	57,395	57,994	58,684	59,261	60,467	63,397	64,318	64,918	65,569	66,581	67,667
STEP 11	58,856	59,437	60,148	60,748	62,003	64,981	65,955	66,574	67,248	68,278	69,383
STEP 12	61,666	62,321	63,078	63,723	65,075	68,151	69,230	69,885	70,605	71,672	72,815
STEP 13	63,089	63,764	64,543	65,210	66,611	69,735	70,867	71,541	72,283	73,369	74,531
STEP 14	63,389	64,092	64,871	66,697	68,147	72,905	74,141	74,913	75,640	76,764	77,963
STEP 15	63,689	64,419	65,199	67,025	68,475	73,233	74,469	75,241	75,968	77,092	78,290
STEP 16	64,063	64,747	65,526	67,353	68,803	73,561	74,797	75,569	76,295	77,419	78,618
STEP 17	64,401	65,075	65,854	67,681	69,130	73,888	75,125	75,896	76,623	77,747	78,946
STEP 18	64,838	65,512	66,291	68,118	69,568	74,326	75,562	76,334	77,060	78,184	79,383
STEP 19	65,275	65,949	66,729	68,555	70,005	74,763	75,999	76,771	77,498	78,622	79,820
STEP 20	65,712	66,386	67,165	68,990	70,439	75,197	76,434	77,205	77,932	79,056	80,255
STEP 21	66,149	66,823	67,603	69,427	70,877	75,635	76,871	77,643	78,369	79,493	80,692
STEP 22	66,586	67,261	68,040	69,864	71,314	76,072	77,308	78,080	78,807	79,931	81,129
STEP 23	67,023	67,698	68,477	70,301	71,751	76,509	77,745	78,517	79,244	80,368	81,567
STEP 24	67,461	68,135	68,914	70,738	72,188	76,946	78,182	78,954	79,681	80,805	82,004
STEP 25	67,898	68,572	69,351	71,176	72,625	77,383	78,620	79,391	80,118	81,242	82,441
STEP 26	68,335	69,009	69,789	71,613	73,063	77,821	79,057	79,829	80,555	81,679	82,878
STEP 27	68,772	69,447	70,226	72,050	73,500	78,258	79,494	80,266	80,993	82,117	83,315
STEP 28	69,209	69,884	70,663	72,487	73,937	78,695	79,931	80,703	81,430	82,554	83,753
STEP 29	69,647	70,321	71,100	72,924	74,374	79,132	80,369	81,140	81,867	82,991	84,190
STEP 30	70,084	70,758	71,538	73,362	74,811	79,569	80,806	81,577	82,304	83,428	84,627
STEP 31	70,521	71,195	71,975	73,799	75,249	80,007	81,243	82,015	82,741	83,865	85,064
STEP 32	70,958	71,633	72,412	74,236	75,686	80,444	81,680	82,452	83,179	84,303	85,501
STEP 33	71,396	72,070	72,849	74,673	76,123	80,881	82,117	82,889	83,616	84,740	85,939

**Woodridge EA Salary Schedule 2017-2018**

**Base: \$38,213**

<u>YEARS</u>	<u>BA</u>	<u>BA + 8</u> <u>or 24</u> <u>CEU</u>	<u>BA + 16</u> <u>or 48</u> <u>CEU</u>	<u>BA + 24</u> <u>or 72</u> <u>CEU</u>	<u>BA + 32</u> <u>or 96</u> <u>CEU</u>	<u>BA + 40</u> <u>or 120</u> <u>CEU</u>	<u>MA</u>	<u>MA + 8</u> <u>or 24</u> <u>CEU</u>	<u>MA + 16</u> <u>or 48</u> <u>CEU</u>	<u>MA + 24</u> <u>or 72</u> <u>CEU</u>	<u>MA + 32</u> <u>or 96</u> <u>CEU</u>	<u>PhD/Edd</u>
STEP 0	38,213	38,557	38,939	39,207	39,742	42,034	42,225	42,569	42,913	43,677	44,518	45,359
STEP 1	39,665	40,028	40,433	40,724	41,308	43,651	43,895	44,258	44,625	45,409	46,268	47,109
STEP 2	41,117	41,499	41,927	42,241	42,875	45,267	45,565	45,947	46,337	47,140	48,018	48,859
STEP 3	44,021	44,442	44,916	45,275	46,008	48,500	48,905	49,325	49,761	50,602	51,519	52,359
STEP 4	45,473	45,913	46,410	46,792	47,575	50,116	50,575	51,014	51,473	52,333	53,269	54,110
STEP 5	46,926	47,384	47,904	48,309	49,142	51,733	52,245	52,703	53,185	54,064	55,019	55,860
STEP 6	49,830	50,327	50,892	51,343	52,275	54,966	55,585	56,081	56,609	57,526	58,519	59,360
STEP 7	51,282	51,798	52,386	52,860	53,842	56,582	57,255	57,770	58,321	59,257	60,270	61,110
STEP 8	54,186	54,740	55,374	55,894	56,976	59,815	60,594	61,148	61,745	62,719	63,770	64,611
STEP 9	55,638	56,211	56,869	57,411	58,542	61,431	62,264	62,837	63,457	64,450	65,520	66,361
STEP 10	58,542	59,154	59,857	60,445	61,676	64,664	65,604	66,215	66,880	67,912	69,020	69,861
STEP 11	60,033	60,625	61,351	61,962	63,243	66,280	67,274	67,905	68,592	69,643	70,770	71,611
STEP 12	62,899	63,567	64,339	64,996	66,376	69,513	70,614	71,283	72,016	73,105	74,271	75,111
STEP 13	64,351	65,039	65,833	66,514	67,943	71,130	72,284	72,972	73,728	74,836	76,021	76,862
STEP 14	64,656	65,373	66,168	68,031	69,509	74,362	75,624	76,411	77,152	78,298	79,521	80,362
STEP 15	64,962	65,707	66,502	68,365	69,844	74,697	75,958	76,745	77,486	78,633	79,856	80,696
STEP 16	65,344	66,042	66,836	68,699	70,178	75,031	76,292	77,079	77,821	78,967	80,190	81,031
STEP 17	65,688	66,376	67,171	69,034	70,513	75,366	76,627	77,414	78,155	79,302	80,524	81,365
STEP 18	66,134	66,822	67,617	69,480	70,958	75,812	77,073	77,860	78,601	79,747	80,970	81,811
STEP 19	66,580	67,268	68,063	69,926	71,404	76,257	77,519	78,306	79,047	80,193	81,416	82,257
STEP 20	67,026	67,713	68,508	70,369	71,848	76,701	77,962	78,749	79,490	80,637	81,860	82,700
STEP 21	67,472	68,159	68,954	70,815	72,294	77,147	78,408	79,195	79,936	81,083	82,305	83,146
STEP 22	67,917	68,605	69,400	71,261	72,740	77,593	78,854	79,641	80,382	81,529	82,751	83,592
STEP 23	68,363	69,051	69,846	71,707	73,186	78,039	79,300	80,087	80,828	81,975	83,197	84,038
STEP 24	68,809	69,497	70,292	72,153	73,631	78,485	79,746	80,533	81,274	82,420	83,643	84,484
STEP 25	69,255	69,943	70,738	72,599	74,077	78,930	80,192	80,979	81,720	82,866	84,089	84,930
STEP 26	69,701	70,389	71,184	73,045	74,523	79,376	80,637	81,425	82,166	83,312	84,535	85,376
STEP 27	70,147	70,835	71,630	73,490	74,969	79,822	81,083	81,871	82,612	83,758	84,981	85,822
STEP 28	70,593	71,281	72,076	73,936	75,415	80,268	81,529	82,317	83,058	84,204	85,427	86,268
STEP 29	71,039	71,727	72,522	74,382	75,861	80,714	81,975	82,762	83,504	84,650	85,873	86,714
STEP 30	71,485	72,173	72,968	74,828	76,307	81,160	82,421	83,208	83,950	85,096	86,319	87,160
STEP 31	71,931	72,619	73,414	75,274	76,753	81,606	82,867	83,654	84,396	85,542	86,765	87,606
STEP 32	72,377	73,065	73,860	75,720	77,199	82,052	83,313	84,100	84,842	85,988	87,211	88,052
STEP 33	72,823	73,511	74,306	76,166	77,645	82,498	83,759	84,546	85,288	86,434	87,657	88,497

### Athletic Supplemental Tiers

#### Tier I:

	Basketball	Football	Wrestling		
Position:	0-1 Years	2-3 Years	4-6 Years	7-9 Years	10 Years*
HS Head	0.16	0.17	0.18	0.19	0.20
HS Assistant	0.10	0.11	0.12	0.13	0.14
Freshman Head	0.08	0.09	0.10	0.11	0.12
MS Head	0.07	0.08	0.09	0.10	0.11
MS/Freshman Assistant	0.05	0.06	0.07	0.08	0.09

#### Tier II:

	Marching Band				
Position:	0-1 Years	2-3 Years	4-6 Years	7-9 Years	10 Years*
HS Head	0.14	0.15	0.16	0.17	0.18
HS Assistant	0.09	0.10	0.11	0.12	0.13
MS Head	0.07	0.08	0.09	0.10	0.11
MS Assistant	0.05	0.06	0.07	0.08	0.09

#### Tier III:

Baseball Cross Country Softball Soccer Track Volleyball					
Position:	0-1 Years	2-3 Years	4-6 Years	7-9 Years	10 Years*
HS Head	0.12	0.13	0.14	0.15	0.16
HS Assistant	0.08	0.09	0.10	0.11	0.12
HS Freshman	0.07	0.08	0.09	0.10	0.11
MS Head	0.06	0.07	0.08	0.09	0.10
MS Assistant	0.05	0.06	0.07	0.08	0.09

\*The 10-year column is available only to bargaining unit members.

**Athletic Supplemental Tiers (continued)**

**Tier IV:**

	Cheerleading	Golf	Tennis	Bowling	
Position:	0-1 Years	2-3 Years	4-6 Years	7-9 Years	10 Years*
HS Head	0.08	0.09	0.10	0.11	0.12
HS Assistant	0.04	0.045	0.05	0.055	0.06
HS Head Cheerleading					
Football	0.04	0.045	0.05	0.055	0.06
Basketball	0.04	0.045	0.05	0.055	0.06
HS Assistant Cheerleading and Freshman Head Cheerleading					
Football	0.025	0.03	0.035	0.04	0.045
Basketball	0.025	0.03	0.035	0.04	0.045
MS Cheerleading					
Football	0.03	0.04	0.05	0.06	0.07
Basketball	0.03	0.04	0.05	0.06	0.07
Other					
Weight Trainer	2.5% per season (3 seasons)				
Faculty Manager / Athletic Coordinator	HS	3% per season			
	MS	2% per season			

\*The 10-year column is available only to bargaining unit members.

Librarians will be paid for all meetings with library aides outside of the school day and will submit a timesheet with meeting hours and be paid at District curriculum rate.

### Academic/Club Supplementals

Years experience in this position % of B.A.					
	0-1 Years	2-3 Years	4-6 Years	7-9 Years	10 Years*
<b>ACADEMIC COMPETITION</b>					
Destination Imagination Advisor	2%	3%	4%	5%	6%
Power of the Pen Advisor	2%	3%	4%	5%	6%
Reading Writing Festival Advisor	2%	2%	2%	2%	3%
Academic Challenge	2%	3%	4%	5%	6%
Science Fair Coordinator WMS	2%	3%	4%	5%	6%
Spelling Bee Advisor	2%	2%	2%	2%	3%
<b>AUDIO/VISUAL COORDINATOR</b>					
These supplemental will only be posted and offered to other bargaining unit members when the building small group/library instructor declines to accept.					
HS Coordinator	3%	4%	4%	4%	5%
MS Coordinator	2%	3%	3%	3%	4%
IS Coordinator	2%	3%	3%	3%	4%
PS Coordinator	2%	3%	3%	3%	4%
<b>CLASS ADVISORS</b>					
a. 9 <sup>th</sup>	2%	3%	4%	5%	6%
b. 10 <sup>th</sup>	2%	3%	4%	5%	6%
c. 11 <sup>th</sup>	5%	6%	7%	8%	9%
d. 12 <sup>th</sup>	6%	7%	8%	9%	10%
<b>CLUBS</b>					
Chess Club	2%	3%	4%	5%	6%
Drama Club	2%	3%	4%	5%	6%
FCCLA (Family & Cons Sci)	2%	3%	4%	5%	6%
French Club	2%	3%	4%	5%	6%
Latin Club	2%	3%	4%	5%	6%
Robot Club	2%	3%	4%	5%	6%
Science Club	2%	3%	4%	5%	6%
Ski Club	2%	3%	4%	5%	6%
Spanish Club	2%	3%	4%	5%	6%
UNITED	2%	3%	4%	5%	6%

**Academic/Club Supplementals (continued)**

Years experience in this position % of B.A.					
	0-1 Years	2-3 Years	4-6 Years	7-9 Years	10 Years*
<b>MUSIC/PERFORMANCE</b>					
Band Camp (Director Only)	2%	2%	2%	2%	2%
Concert Band Director	8%	9%	10%	11%	12%
Choir Director	8%	9%	10%	11%	12%
Dance Team Advisor (per season)	4%	4.5%	5%	5.5%	6%
Jazz Band Director	2%	3%	4%	5%	6%
Pep Band Director	1%	2%	3%	4%	5%
Percussion Instructor	5%	6%	7%	8%	9%

**Academic/Club Supplementals (continued)**

	Years experience in this position % of B.A.				
	0-1 Years	2-3 Years	4-6 Years	7-9 Years	10 Years*
<b>HIGH SCHOOL MUSICAL</b>					
a. Director/Music	5%	6%	7%	8%	9%
b. Choreographer	3%	4%	5%	6%	7%
c. Pit Director	2%	2%	2%	2%	2%
d. Set Director	2%	3%	4%	5%	6%
<b>HIGH SCHOOL PLAY</b>					
a. Director	5%	6%	7%	8%	9%
b. Set Director	2%	3%	4%	5%	6%
<b>OUTDOOR EDUCATION/TRIP COORDINATION</b>					
Coordinator – 6 <sup>th</sup> grade	4%	4.5%	5%	5.5%	6.0%
Aides-6 <sup>th</sup> grade camp and Aides-8 <sup>th</sup> grade Washington trip	1%	1.5%	2%	2.5%	3%
8 <sup>th</sup> grade Washington Coordinator	4%	4.5%	5%	5.5%	6%
College Knowledge Coordinator	3%	3.5%	4%	4.5%	5%
College Knowledge Chaperones	1%	1%	1%	1%	1%
<b>PUBLICATIONS</b>					
Literary Magazine Advisor	2%	3%	4%	5%	6%
Yearbook Advisor WMS	2%	3%	4%	5%	6%
Newspaper	6%	7%	8%	9%	10%
Yearbook	6%	7%	8%	9%	10%
<b>STUDENT COUNCIL</b>					
Student Council WHS	6%	7%	8%	9%	10%
Student Council WIS	3%	4%	5%	6%	7%
Student Council WMS	3%	4%	5%	6%	7%
<b>MISCELLANEOUS</b>					
Collegial Coaches	2%	3%	4%	5%	6%
NHS High School	6%	7%	8%	9%	10%
Rope Skipping Team Advisor	2%	2.5%	3%	3.5%	4%
SLOs Committee	1.5%	1.5%	1.5%	1.5%	1.5%
Evaluation Committee	1.5%	1.5%	1.5%	1.5%	1.5%

\*The 10-year column is available only to bargaining unit members.

**Memorandum of Understanding**  
between  
**The Woodridge Education Association**  
and  
**The Woodridge Local School District Board of Education**

**Employment of Retired Personnel**

A teacher retired under Ohio STRS, including those who have retired from the Woodridge Local School District, shall be treated as a new teacher eligible for all provisions of the parties' Collective Bargaining Agreement except for health, dental and life insurance coverage; however, as to health insurance, if the retired teacher is precluded by STRS policy from participating in STRS-provided health insurance, the provisions of the Collective Bargaining Agreement pertaining to health insurance will apply to the teacher. Should litigation result against the District and/or the Association concerning this provision, the Board will have the option to either join the Association in defending this insurance provision or immediately exercising the option to abandon this insurance language provision and make affected teachers eligible for the Board's health, dental and life insurance coverage

\_\_\_\_\_  
For the Woodridge Board of Education

\_\_\_\_\_  
For the Woodridge Education Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## Woodridge Local Schools

### OTES Pre-Conference Checklist

As you prepare for your observation, the following will help you to organize your evidence for your pre-conference. The list is not exhaustive, but contains suggestions for how to show you have met each of the educator standards. The gathering of this evidence can be done in any manner you are comfortable with. Some suggestions for organization include, electronic versions of files stored on products such as LiveBinder, storing files in your documents, using Google docs or, if you prefer hardcopies, you can create a notebook with tabs or simply begin to store pieces of evidence in a folder. The items you gather will showcase your teaching, not only for the lesson being observed, but for everyday occurrences in your classroom

☐ **Detailed Lesson Plan:**

The following should be included:

- ☐ Goals/objectives of the lesson
- ☐ State standards for your content
- ☐ What you are doing with assessments (both formative and summative) (i.e. pre-tests, post-tests, Stars, DIBELS)
- ☐ Connection to prior lesson/learning
- ☐ Learning styles and how your lesson meets the needs of your students (differentiation)
- ☐ Rationale for materials and types of activities
- ☐ Procedures

☐ **Differentiation:**

- ☐ How do you address differentiation in your classroom?
  - ☐ Processes
  - ☐ Products
  - ☐ Content
  - ☐ Environment
- ☐ Strategies that you use – Create a list of those that you use and examples of how you use those strategies in your classroom
- ☐ In the lesson, to be observed, you have documented and/or have evidence of differentiation
- ☐ What are you doing for kids who get it?
  - ☐ Pre-assessing
  - ☐ Enrichment
- ☐ What are you doing for kids who don't get it?
  - ☐ Re-teaching
  - ☐ Reassessing
  - ☐ Documentation of IAT process

☐ **Classroom Management Plan:**

- ☐ Have a copy of your plan.

☐ **Parent Communication:**

- ☐ Parents volunteer in classroom
- ☐ Ties to community partnerships
- ☐ Provide a list of things that you do and a sample for each of those
  - ☐ Newsletters
  - ☐ Moodle pages
  - ☐ Teacher websites
  - ☐ Routine communications such as a notebook that goes home or weekly/daily emails
  - ☐ Progress Book is kept up-to date

☐ **Professional Growth:**

Suggested activities might include:

- ☐ Attendance at PLC
- ☐ Active Participation
- ☐ Professional organizations memberships
- ☐ Sharing information with staff from attendance at a workshop, course, etc.
- ☐ Professional reading shared with staff

☐ **Growth Plan:**

- ☐ At the beginning of 2013-14, each teacher should have their Professional growth or Improvement plan written based upon their self-assessment.
  - ☐ Bring your professional growth plan/improvement plan and evidence (i.e. transcripts, IPDP, CEU Completion Forms, professional reading lists, etc.) to support your work on your growth/improvement plan.

### Improvement Plan

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

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

Written improvement plans are to be developed in the circumstances when an educator receives an overall Ineffective rating. 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 measure for each goal.		
Beginning Date	Ending Date	Level of Performance Specifically Describe Successful Improvement Target(s)

## Ohio Teacher Evaluation System

## Final Summative Rating

## 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 without 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.

## 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.

Date \_\_\_\_\_

	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 & Communication	<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>			

## Professional Goal-Setting Rubric

In OTES, the work that teachers put into the goal-setting process informs the end-of-year summative rating of the teacher's effectiveness. Evaluators may want to use a rubric like the following to rate the teacher's performance. Because teachers have engaged in the goal-setting process with their evaluators, many potential problems will have likely been resolved early in the process. By the end of the process, it is assumed that teachers will have set measurable, rigorous goals and taken clear steps to achieve them.

Professional Goal-Setting Rating Rubric				
	Ineffective	Developing	Proficient	Accomplished
<b>NEEDS ASSESSMENT/ DATA SOURCES</b>	<ul style="list-style-type: none"> <li>Data are not used to identify needs.</li> <li>Goals are not tied to the standards.</li> <li>Goals are not rigorous or measurable.</li> </ul>	<ul style="list-style-type: none"> <li>Data are reviewed, but the needs of specific student groups are not examined in depth.</li> <li>Goals are tied generally to standards.</li> </ul>	<ul style="list-style-type: none"> <li>Data are reviewed for strengths and weaknesses and for specific groups of students.</li> <li>Goals target specific standards.</li> </ul>	<ul style="list-style-type: none"> <li>Multiple data sources are reviewed in depth.</li> <li>Goals target specific standards.</li> </ul>
<b>ACTION STEPS/ EVIDENCE INDICATORS</b>	<ul style="list-style-type: none"> <li>Goals are not measurable.</li> <li>Planned steps do not allow for mid-point progress check.</li> <li>Planned steps do not reflect good practices.</li> <li>Teacher does not meet timeline for action steps.</li> <li>No artifacts are collected to demonstrate progress.</li> </ul>	<ul style="list-style-type: none"> <li>Goals are measurable.</li> <li>Action steps link to the goal but may not allow for regular progress checks.</li> <li>Planned steps reflect good teaching practices.</li> <li>Teacher may not meet timeline for all action steps.</li> <li>Limited artifacts are collected to demonstrate progress.</li> </ul>	<ul style="list-style-type: none"> <li>Goals are measurable.</li> <li>Action steps are clearly linked to the goal and allow for mid-point progress check.</li> <li>Planned steps reflect good teaching practices.</li> <li>Teacher meets timeline for action steps.</li> <li>Artifacts collected demonstrate progress towards goals.</li> </ul>	<ul style="list-style-type: none"> <li>Goals are measurable.</li> <li>Action steps align with the goal and allow for regular progress checks.</li> <li>Planned steps are strongly based in reliable and valid research-based practices.</li> <li>Teacher meets set timelines, and may set additional steps and timelines as a result of progress checks.</li> <li>Artifacts provide strong and thorough evidence.</li> </ul>
<b>EVALUATION/ REFLECTION</b>	<ul style="list-style-type: none"> <li>Goals are not rigorous.</li> <li>Goals are not met.</li> <li>Teacher cannot reflect thoughtfully on the process or convey learning.</li> </ul>	<ul style="list-style-type: none"> <li>Goals are easily obtained; not a stretch for teacher.</li> <li>Teacher demonstrates limited reflection on learning.</li> </ul>	<ul style="list-style-type: none"> <li>Goals are challenging.</li> <li>Goals are met or, if not, teacher communicates learning and next steps.</li> </ul>	<ul style="list-style-type: none"> <li>Goals are rigorous; achievement is demanding.</li> <li>Goals are met or, if not, teacher can communicate learning from goals and next steps based on data.</li> </ul>

**Data Collection Tool (Ongoing): Collaboration and Communication (Standard 6)**

**Directions:** Keep an ongoing log of evidence of collaboration and communication to be discussed at mid-year/end-of-year conference. Select and attach artifacts that represent a variety of types of communication/ collaboration, which may include but not be limited to the following:

- Notes of collaboration occurring with colleagues
- Log of phone contacts to parents
- Descriptions/samples of work produced from collaboration with colleagues
- Documentation of meetings, committees and school event planning with parents and other community members
- Screen shots of classroom website at various times during the year
- Log of email contact with parents
- Log of parents conferences
- Results of perception survey

Date	Person(s)	Artifact/Type of Communication	Purpose

**Data Collection Tool (Ongoing): Professionalism—Professional Development (Standard 7)**

Use this tool to describe professional activities that contribute to professional development and/or positively impact the classroom, school, and/or students and the capacity of the organization (building or district) to meet its goals. Attach additional pages of the tool and artifacts/evidence as relevant. Relevant evidence may include items such as:

- Materials from workshops and seminars
- Samples of materials from professional organizations, conferences, and networks that demonstrate professional collaborations
- Evidence of service on professional committees
- Examples of sharing with other educators and administrators knowledge and information in areas of expertise

Professional Development			Timeline for Completion	
Type of Activity (circle one)	Focus of Activity (circle one)	Description of Activity and Outcomes	Mid-Year	End-of-Year
Individual	Teaching Quality			
Collaborative (with other teachers/staff)	School Improvement			
Collaborative (with community/other)	Student Achievement			

## Evaluation Rubric (End of Year)

Teacher \_\_\_\_\_

School \_\_\_\_\_

Date and Time of Pre-conference \_\_\_\_\_

Subject \_\_\_\_\_

Date and Time of Observation \_\_\_\_\_

Grade \_\_\_\_\_

Date and Time of Post-Conference \_\_\_\_\_

Evaluator \_\_\_\_\_

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



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

Teacher Evaluation

(OTES MODEL)

Teacher Performance Evaluation Rubric: Record of Evidence

		Ineffective	Developing	Proficient	Accomplished
INSTRUCTIONAL PLANNING	<b>ASSESSMENT DATA</b> (Standard 3: Assessment)  <i>Sources of Evidence:</i> Pre-Conference	The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans.  The teacher does not use or only uses one measure of student performance.	The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning.  The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data to effectively inform instructional planning and delivery.	The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into lesson planning.  The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery.	The teacher purposely plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles, incorporating a range of appropriate diagnostic, formative, and summative assessments into lesson plans.  Student learning needs are accurately identified through an analysis of student data; the teacher uses assessment data to identify student strengths and areas for student growth.
	EVIDENCE				
		Ineffective	Developing	Proficient	Accomplished
INSTRUCTIONAL PLANNING	<b>PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS</b> (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)  <i>Sources of Evidence:</i> Pre-Conference	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.	The teacher makes an attempt to connect the lesson to students' prior knowledge, to previous lessons or future learning but is not completely successful.	The teacher makes clear and coherent connections with students' prior knowledge and future learning – both explicitly to students and within the lesson.  The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.	The teacher uses the input and contributions of families, colleagues, and other professionals in understanding each learner's prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers as well as prepares opportunities for students to apply learning from different content areas to solve problems.  The teacher plans and sequences instruction that reflects an understanding of the prerequisite relationships among the important content, concepts, and processes in school and district curriculum priorities and in state standards as well as multiple pathways for learning depending on student needs. The teacher accurately explains how the lesson fits within the structure of the discipline.
	EVIDENCE				

Teacher Evaluation

(OTES MODEL)

Teacher Performance Evaluation Rubric: Record of Evidence

		Ineffective	Developing	Proficient	Accomplished
INSTRUCTIONAL PLANNING	<b>KNOWLEDGE OF STUDENTS' (Standard 1: Students)</b>  <i>Sources of Evidence:</i> Analysis of Student Data Pre-Conference	The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information.  The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experience.	The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.  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.	The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.  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.	The teacher demonstrates an understanding of with 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.  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.  The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.
	EVIDENCE				
INSTRUCTION AND ASSESSMENT	<b>LESSON DELIVERY (Standard 2: Content, Standard 4: Instruction)</b>  <i>Sources of Evidence:</i> Pre-Conference Formal Observation	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.  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.	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. 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.	Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking.  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.	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.  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.
	EVIDENCE				

	INSTRUCTION AND ASSESSMENT	<b>DIFFERENTIATION</b> (Standard 1: Students; Standard 4: Instruction)  <i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	Ineffective	Developing	Proficient	Accomplished
			The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.	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.	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.	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.
	EVIDENCE					
	INSTRUCTION AND ASSESSMENT	<b>RESOURCES</b> (Standard 2: Content; Standard 4: Instruction)  <i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	Ineffective	Developing	Proficient	Accomplished
			Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.	The teacher uses appropriate instructional materials to support learning goals, but may not meet individual students' learning styles/needs or actively engage them in learning.	Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.	Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning.
	EVIDENCE					

		INSTRUCTION AND ASSESSMENT	CLASSROOM ENVIRONMENT (Standard 3: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)  Sources of Evidence: Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	Ineffective	Developing	Proficient	Accomplished
				<p>There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond disrespectfully to students or ignore their questions or comments.</p> <p>There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.</p> <p>Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged.</p> <p>The teacher creates a learning environment that allows for little or no communication or engagement with families.</p> <p>Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.</p>	<p>The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses students' questions or comments but does not inquire about their overall well-being.</p> <p>Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle.</p> <p>The teacher transitions between learning activities, but occasionally loses some instructional time in the process.</p> <p>The teacher welcomes communication from families and replies in a timely manner.</p> <p>Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors behavior.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher makes eye contact and connects with individual students.</p> <p>Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom.</p> <p>Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work).</p> <p>The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning.</p> <p>A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident. Monitoring of student behavior is consistent, appropriate, and effective.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in individual student's experiences, thoughts and opinions. For example, the teacher responds quietly, individually, and sensitively to student confusion or distress.</p> <p>Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom.</p> <p>Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.</p> <p>The teacher engages in two-way, ongoing communication with families that results in active volunteer, community, and family partnerships which contribute to student learning and development.</p> <p>A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.</p>
		EVIDENCE					

INSTRUCTION AND ASSESSMENT		ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)	Ineffective	Developing	Proficient	Accomplished
Sources of Evidence: Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations Post-Conference			The teacher does not routinely use assessments to measure student mastery.	The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information.	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.	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.
			The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion.	The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion.	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.	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.
			The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding.	The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students.	The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students.	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.
			The teacher does not provide students with feedback about their learning.	Students receive occasional or limited feedback about their performance from the teacher.	The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.	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.
EVIDENCE						

Teacher Evaluation

(OTES MODEL)

Teacher Performance Evaluation Rubric: Record of Evidence

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

## Ohio Teacher Evaluation System

## Assessment of Teacher Performance

## Post-Observation End of Year Conference: Rating Rubric Summary Form

The *Observation Rating Rubric* is intended to be scored holistically. This means that evaluators will assess which level provides the best *overall* description of the teacher. An evaluator will not rate a teacher separately on each individual statement within the rubric, but instead will assess the teacher's overall performance. This assessment should inform the planning of next steps.

Teacher \_\_\_\_\_

School \_\_\_\_\_

Evaluator \_\_\_\_\_

Holistic rating for:	Ineffective	Developing	Proficient	Accomplished
OVERALL RATING	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Observation 1				

Area(s) of Reinforcement:

Area(s) of Refinement:

Recommendation(s):

The teacher and evaluator will sign the Rating Rubric Summary Form to indicate that the Holistic Overall Recommended Rating has been shared and discussed. The "Next Steps" section may be completed by the evaluator or may be completed collaboratively at the conference. If the Overall Rating is "Ineffective" comments must be included in the "Next Steps" section of this form. These comments will provide direction and focus to the teacher for areas of improvement.

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

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



## Evaluation Rubric (Mid-Year)

Teacher \_\_\_\_\_

School \_\_\_\_\_

Date and Time of Pre-conference \_\_\_\_\_

Subject \_\_\_\_\_

Date and Time of Observation \_\_\_\_\_

Grade \_\_\_\_\_

Date and Time of Post-Conference \_\_\_\_\_

Evaluator \_\_\_\_\_

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

**Post-Observation Mid-year Conference: Rating Rubric Summary Form**

The *Observation Rating Rubric* is intended to be scored holistically. This means that evaluators will assess which level provides the best *overall* description of the teacher. An evaluator will not rate a teacher separately on each individual statement within the rubric, but instead will assess the teacher's overall performance. This assessment should inform the planning of next steps.

Teacher \_\_\_\_\_

School \_\_\_\_\_ Evaluator \_\_\_\_\_

Area(s) of Reinforcement:

Area(s) of Refinement:

Recommendation(s):

The teacher and evaluator will sign the Rating Rubric Summary Form to indicate that the rubric has been shared and discussed.

Teacher's Signature:

Date:

Evaluator's Signature:

Date:

## OHIO TEACHER EVALUATION SYSTEM

**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.*



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**Memorandum of Understanding**  
between  
**The Woodridge Education Association**  
and  
**The Woodridge Local School District Board of Education**

*Keep in  
contract  
4/29/16  
JW  
DC 5  
4-29-16*

**Employment of Retired Personnel**

A teacher retired under Ohio STRS, including those who have retired from the Woodridge Local School District, shall be treated as a new teacher eligible for all provisions of the parties' Collective Bargaining Agreement except for health, dental and life insurance coverage; however, as to health insurance, if the retired teacher is precluded by STRS policy from participating in STRS-provided health insurance, the provisions of the Collective Bargaining Agreement pertaining to health insurance will apply to the teacher. Should litigation result against the District and/or the Association concerning this provision, the Board will have the option to either join the Association in defending this insurance provision or immediately exercising the option to abandon this insurance language provision and make affected teachers eligible for the Board's health, dental and life insurance coverage

\_\_\_\_\_  
For the Woodridge Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Woodridge Education Association

\_\_\_\_\_  
Date



G. Duration

This agreement shall be effective August 1, 2016 through and including July 31, 2018.

WOODRIDGE LOCAL SCHOOL DISTRICT  
BOARD

Clamy Heffernan  
Walter R. R. R.  
Deanna L. L.  
Pat Ryan  
Donald C. Smith

WOODRIDGE EDUCATION  
ASSOCIATION

Angela M. Bonney  
Julie E. Cole  
[Signature]  
[Signature]  
Elizabeth Chandler-Jad



Memorandum of Agreement  
between the  
Woodridge Education Association (WEA)/OEA/NEA  
and the  
Woodridge Local School District Board of Education ("Board")

WHEREAS, the Board and the WEA have already negotiated language related to Teacher Evaluation contained in Article XI in the parties' Collective Bargaining Agreement dated August 1, 2013 through July 31, 2016; and

WHEREAS, the Board and the WEA agree to add the additional evaluation provisions, as passed by the state legislature in June of 2014;

NOW, THEREFORE, the Board and the WEA agree that the following shall supplement Article XI of the Collective Bargaining Agreement between the Board and the WEA:

(0) Any teacher's value-added rating that is based on the results of the elementary and secondary state achievements administered in the 2014-2015 school year and used to assess student achievement will not be used when making decisions regarding dismissal, retention, tenure or compensation.

For the Woodridge Education Association:

Gregory M. Bonney

Date: 4/27/15

For the Woodridge Board of Education:

James H. Marco

Date: 4/21/15





**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into by and between the Woodridge Local School District Board of Education ("Board") and the Woodridge Education Association ("Association") to memorialize their agreement with respect to Compensating home instructors and translators under their 2013-16 collective bargaining Agreement ("the 2013-16 Agreement"). The parties hereby agree as follows:

1. Notwithstanding Paragraph 3 of Article XIII, Section E of the 2013-16 Agreement, home instructors and translators will be compensated at an hourly rate calculated in accordance with the formula applicable to tutors that appears in Article XVI, Section B of the 2013-16 Agreement. Paragraph 3 of Article XIII, Section E is thus rendered inoperative.
2. This Memorandum of Understanding is effective with the 2014-15 school year and shall remain in effect for the duration of the parties' 2013-16 Agreement. Unless otherwise mutually agreed in writing, this Memorandum will expire contemporaneously with the 2013-16 Agreement.

FOR THE BOARD

Daniel J. Tesco 12/16/14  
Name Date

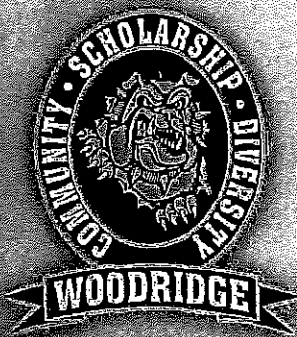
BOE PRESIDENT  
Title

FOR THE ASSOCIATION

Angela M. Bonney 12/17/14  
Name Date

President - WEA.  
Title





# WOODRIDGE LOCAL SCHOOL DISTRICT

4411 Quick Road | Peninsula, Ohio 44264

Phone: 330.928.9074 | Fax: 330.928.1542

Please visit us at: [www.woodridge.k12.oh.us](http://www.woodridge.k12.oh.us)

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Services*

Mr. Vincent Spitali  
*Supervisor of Buildings  
and Grounds*

August 2, 2016

Dear Mr. Bonnay,

I am writing to confirm the August 2, 2016 understanding and agreement of the Board's and the WEA's bargaining teams on the utilization of Progress Book effective with the 2016-17 school year. Specifically, we agreed that the Board will issue a work rule stating that those bargaining unit employees currently assigned to use Progress Book will keep information current, entering updates on not less than a bi-monthly (that is, every two weeks) basis. It is further understood that the Administration will not expand the use of Progress Book during the term of the 2016-18 Collective Bargaining Agreement into grade levels or bargaining unit positions for which using Progress Book is not currently required.

Please acknowledge your receipt of and concurrence with this letter by signing in the space shown below.

Sincerely,

Walter C. Davis, Superintendent

Guy Bonnay, President, WEA

8/2/16

Date

Handwritten notes at bottom right: "DS" and "8-2-16" (circled), and "Done 8/2/16" (written diagonally).

