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NEGOTIATED AGREEMENT

Between the

YELLOW SPRINGS EDUCATION ASSOCIATION

and

YELLOW SPRINGS EXEMPTED VILLAGE SCHOOLS

August 1, 2019 through July 31, 2022

(Inclusive of 2020-2021 and 2021-2022 re-opener)

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ARTICLE I
RECOGNITION

- 1.01 The Yellow Springs Exempted Village Board of Education hereinafter referred to as the Board, recognizes the Yellow Springs Education Association, an affiliate of the Ohio Education Association and the National Education Association, hereinafter referred to as the "Association," as the sole and exclusive bargaining representative for those certificated/licensed teaching personnel included in the unit for bargaining as set forth in the paragraph below. The term "teacher" when used hereinafter shall refer to all employees represented by the Association. The term "Board" when used hereinafter shall refer to the Board of Education of the Yellow Springs Exempted Village Schools.
- 1.02 The following teacher personnel who hold valid contracts with the Yellow Springs Schools comprise this bargaining unit: K-12 classroom teachers, guidance counselors, librarians, special education teachers, speech and hearing therapists, remedial reading teachers, tutors, and other teaching positions established by the Board; but excluding per diem substitutes, intern teachers, supervisory and administrative personnel, and any other certified or non-certified personnel employed by the Board in a non-teaching position.
- 1.03 The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing herein is intended to prohibit the right of free communication between the Board or its representatives and the personnel included in the bargaining unit.

ARTICLE II
NEGOTIATIONS PROCEDURE

- 2.01. Initiating Meetings
 - A. Requests to open negotiations shall be in writing and either sent by certified mail or delivered in person to the receiving party. Board requests shall be directed to the President of the Association, and Association requests shall be directed to the Superintendent. A copy of said requests shall be filed with the State Employment Relations Board (SERB) by the initiating party.
 - B. The initial request calling for negotiations shall be made between January 1st and February 1st of the year that the current agreement expires. The first negotiation session shall be arranged by mutual agreement but shall take place within forty-two (42) calendar days of the initial request.

2.02. Scope of Negotiations

The scope of negotiations includes all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of this contract.

2.03. Negotiations Procedure Guidelines

- A. A pre-bargaining meeting involving lead representatives from the Board and the Association will meet to openly commit to do what is necessary to make this negotiating process work. It is in the best interest of both parties to utilize Interest Based Bargaining (IBB).
- B. When all items have been tentatively agreed upon and initialed, such tentative agreement shall be submitted for ratification and adoption within ten (10) days. If ratified by the Association, the tentative agreement shall be submitted to the Board, at the next regularly scheduled Board meeting, for ratification and adoption.

2.04. Negotiating Meetings

The Association and the Board pledge that their representatives shall have the power and authority to make proposals, consider proposals, and make counterproposals. All negotiations shall be conducted exclusively between the officially designated representatives. The negotiating team for the Association and the Board will not exceed six (6) members each. Either side may bring additional consultants to the table at their discretion to address specific issues.

2.05. Release of Information

It is understood that the negotiating teams will maintain communication with their respective parties. It is further agreed that no information will be released to the public prior to reaching agreement or declaring impasse without the mutual consent of the parties.

2.06. Impasse

In the event that either party declares negotiations to be at an impasse, the parties mutually agree to call upon and meet with a representative of the Federal Mediation and Conciliation Services for the purpose of mediation. Any cost for the use of such mediation service shall be shared equally by the parties.

2.07. Ultimate Impasse and the Right to Strike

Upon the expiration of the contract, after the parties have been at impasse for at least thirty (30) days and settlement has not been reached, the Association will have the right to strike upon the filing of the statutorily required ten (10) day notice and the Board shall have the right to declare "ultimate impasse" and implement its last offer.

ARTICLE III

GRIEVANCE PROCEDURE

3.01. Grievance Defined

A claim by a teacher, group of teachers or the Association that there has been a violation, misinterpretation or misapplication of any provision of the Agreement.

There shall be one or more Association representatives for each school building who shall be recognized as official representatives of the Association in grievance procedures. The names of such representatives of the Association shall be furnished in writing to the Superintendent at the beginning of each school year. No such representative shall act on behalf of the Association until the Superintendent has been advised of his or her designation in writing by the Association. Any changes in such representatives shall be reported to the Superintendent in writing.

The Association shall maintain a Professional Rights and Responsibilities (PR&R) Committee for the purpose stipulated in Section 3.03 "Procedure for Filing Grievances" of this Article. In the event that a member of the PR&R Committee is a party in interest to any grievance, he or she shall disqualify herself or himself.

3.02. Time Limitations

The number of days indicated at each step of the Grievance Procedure are work days of the teacher(s) and should be considered as maximum, and every effort should be made to expedite the grievance process; however, the calendar days during winter and spring breaks shall not be counted in computing the time limits. Any time limit may be extended by mutual consent.

The failure of an aggrieved person or the Association to proceed from one step of the Grievance Procedure to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.

The failure of an administrator to communicate his or her decision to the teacher within the specified time limits shall permit the teacher and/or Association to proceed to the next step in the Grievance Procedure.

3.03. Procedure for Filing Grievances

Both parties recognize and endorse the importance of establishing a prompt, fair, and efficient mechanism for the orderly resolution of complaints and agree to use their best efforts to encourage the prompt settlement of such matters. Both parties encourage the resolution of complaints before they become formal grievances. It is understood that nothing in this procedure will limit the existing right of an individual member of the Association to communicate with any person having administrative authority for the purpose of informal resolution of a complaint.

Within ten (10) work days of the date a grievance occurs or a grievable act becomes known, the grievant(s) shall discuss the grievance with his or her immediate supervisor individually, or

together with his or her Association Representative with the objective of resolving the matter informally. Any settlement, withdrawal or disposition satisfactory to the grievant(s) of a complaint at this informal stage will be a final resolution of the particular complaint.

If the grievance is not resolved through the informal procedure above, the following procedure shall apply in the handling and processing of a formal grievance:

A. Step One

The grievant(s) and the Association shall within five (5) work days of the informal process submit to the Administrator a signed written "Statement of Grievance" contained in Appendix E. The "Statement of Grievance" shall name the grievant(s) involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the grievant(s) and the Association with respect to these provisions, shall indicate the relief requested and shall be signed by the grievant(s) involved.

The Administrator or his or her designee shall give the grievant(s) and the Association an answer in writing no later than five (5) work days after receipt of the written grievance.

B. Step Two

If the grievance is not resolved at Step One, the grievant(s) and/or the Association shall forward the grievance to the Superintendent within five (5) work days. Within ten (10) work days of receipt of the grievance, the Superintendent or his or her designee, who shall be an administrator shall meet with the grievant(s) and the Association. The Superintendent shall file his or her disposition with the grievant(s) and the Association within five (5) work days after such meeting.

C. Step Three – Grievance/Mediation

If the grievance is not resolved at Step Two, the grievance will be submitted by the Association within ten (10) days for mediation with a Federal Mediation and Conciliation Service (FMCS) mediator.

1. The grievant(s) must submit the intent to go to mediation to the Superintendent within ten (10) work days of the Step Two disposition.
2. Any written material presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference. The mediator may, however, retain one (1) copy of the written grievance, to be used solely for the purposes of analysis.
3. Proceedings before the mediator shall be informal in nature. The presentation of evidence is not limited to that presented at earlier steps of the grievance proceedings, the rules of evidence will not apply and no record of the mediation conference shall be made.

4. The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of a grievance.
5. A mediator shall be selected through FMCS.
6. Any agreement reached in the mediation shall be binding. The agreement and any settlement will be signed by all parties and shared with the Association.

D. Step Four

If the grievance is not resolved at Step Three, the grievance may be submitted for binding arbitration at the request of either party, provided written notice of the request for submission to arbitration is delivered to the Board or the Association within ten (10) school days after Step Three concludes. The Association only, not the individual teacher, shall have the right to appeal a grievance to arbitration.

The arbitrator shall be selected by the American Arbitration Association or Federal Mediation and Conciliation Service (FMCS) by mutual agreement in accordance with its rules which shall likewise govern the arbitration hearing. The fees and expenses of the arbitrator shall be shared equally by the Association and the Board. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

3.04. Powers of the Arbitrator

It shall be the function of arbitrators, and they shall be empowered, except as their powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

- A. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- B. The arbitrator shall have no power to establish or alter salary schedules.
- C. The arbitrator's powers shall be limited to deciding whether the Board or the Association has violated the express articles or sections of this Agreement. It is understood that any matter not specifically set forth in Section 3.01 is not a matter for arbitration.
- D. The arbitrator shall have the authority to rule on the arbitrability issue prior to hearing any evidence or issuing any ruling on the merits of the dispute in the event it is claimed by the Board that any matter filed as a grievance is not a grievance as defined in Section 3.01 or elsewhere limited in this Agreement.
- E. The arbitrator shall decide the issues presented on the basis of reliable and substantial evidence in the record of the proceedings in the express terms of the grievance definition (3.01). The arbitrator shall be empowered to make a suitable award based upon the evidence and relief sought.

3.05. Miscellaneous

- A. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its responsibilities, subject to the final decision of the grievance.
- B. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
- C. All documents, communications or records dealing with a grievance shall be filed separately from the personnel files of the participants.
- D. The form "Statement of Grievance" found in Appendix C will be the form used in the grievance procedure.
- E. Access shall be made available to records of all information used in the determination and processing of the grievance.
- F. No grievance shall be filed for or by any teacher after the effective date of his or her resignation.
- G. Any grievance filed during the life of this Agreement shall be processed through the steps of this procedure regardless of whether such time required may go beyond the expiration date of this document.
- H. If the Association and the Board mutually agree, two or more grievances on the same subject may be handled by the Board as one grievance.
- I. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without the intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement, providing that the Association has been given opportunity to be present at such adjustment.
- J. Disposition of any grievance at Step One shall be without precedent to either the Board or the Association for any purposes whatsoever.
- K. Nothing in the Agreement shall be construed to deny the individual, the Association, or its representative(s), the right to seek redress by law or any appropriate agency; provided, however, that if the grievant elects to pursue any legal or statutory remedy, such election shall bar any further or subsequent proceedings under this Grievance Procedure.
- L. The ability to grieve non-renewal of a limited contract shall be limited to the processes described in Article 9.02.

ARTICLE IV
MANAGEMENT RIGHTS

4.01. Board Rights

It is expressly agreed that the Board reserves unto itself, without limitation, all responsibilities, powers, rights, duties and authority vested by law and the Constitution of Ohio and the United States. Such rights reserved to the Board shall include by way of partial illustration the right to:

- A. Manage and control its business, its equipment and its operations.
- B. Continue its rights, policies and practices of assignment and direction of its personnel and scheduling.
- C. The right to direct the working forces, including the right to hire, promote, discipline, transfer and determine the size of the work force.
- D. Determine the services, supplies and equipment necessary to continue its operations.
- E. Adopt reasonable rules and regulations.
- F. Determine the qualifications of employees, including health conditions, with the cost of required medical examinations at the expense of the Board.
- G. Determine over all goals and objectives as well as the policies affecting the educational program.
- H. Determine the administrative organization, its functions and authority.

4.02. Association and Teacher Responsibilities

- A. Teachers shall be in their classrooms for the days contracted. Any unexcused absence will result in an entry to that effect in the teacher's personnel file, with notice thereof to the teacher and it, or a combination of these, may be cause for disciplinary action up to and including dismissal.
- B. No teacher, who holds a valid contract, shall discontinue his or her service with the Board except by mutual consent without giving a written notice to said Board as early as possible, preferably by April 15, but in no case later than the legal date of July 10.
- C. The teacher and/or the Association will adhere to Principles I and II of the Code of Ethics of the Education Profession adopted by the National Education Association's Representative Assembly.
- D. All Association materials intended for distribution or display in any property of the Board shall be identified as Association material before display or distribution.
- E. Teachers are responsible for maintaining a continuous high level of professional service to the welfare and benefit of the student body.

ARTICLE V

ASSOCIATION RIGHTS

5.01. General Rights

The Board hereby agrees that every teacher employed by the Board shall have the right freely to join, not join, maintain or terminate his or her membership in the Association for the purpose of engaging in collective bargaining or negotiations. The Board agrees that it will not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of this right, or any other rights conferred by laws of Ohio or the Constitutions of Ohio and the United States.

5.02. Association Dues and Maintenance of Membership

At the effective date of this contract, all members of the bargaining unit shall elect to become, or remain, members of the Association or shall have union dues deducted for membership in the Association and its affiliates from their paychecks. All service fee payments shall be payroll deducted and automatic without authorization of the employee. The Association shall notify the Treasurer of the Board by October 15th of those who will pay dues and any changes to that list. Dues deduction shall begin with the first paycheck in November and end with the last paycheck in May. There will be no cost to the union or employees for dues deductions. Dues deductions shall be in equal payments.

The Association shall indemnify, defend and hold the Board, its individual members and employees harmless from all liability, including, but not limited to damages, judgments, fees, penalties, costs, expenses, findings for recovery and attorney fees arising out of the acts/omissions in deducting these dues/fees. The Association shall choose the legal representative(s) for the parties in all situations falling under this section.

Membership shall remain in effect annually and continuously while the member is in the employ of the Board of Education until cancellation of membership during the drop period of August 1 – August 31 by notification from the member, in writing, and given to the District Treasurer. The Treasurer of the Board will notify the President of the Association with a copy of such cancellation, including the drop date.

In the event an employee severs employment or cancels their membership outside of the cancellation period defined in this Contract (August 1 – August 31), the Board Treasurer will deduct the remaining annual dues due to the YSEA from the employee's final pay of the contract year in which the employee severs their employment or cancels their membership. The Board will not be responsible for dues money that the employee owes the Association if the employee has insufficient earned but unpaid wages.

5.03. Right to Information

The Board agrees to provide the Association with such public information as is available concerning the financial resources of the District, as may be necessary to assist the Association to bargain collectively with the school with respect to wages, hours, and other terms and conditions of employment. The Association agrees that requests for such information will be made in writing through its president or someone designated by him or her, and that such requests will be made sufficiently in advance of their needs so that the Board will have reasonable time to prepare and/or assemble the data. Original records shall be examined only at the office where they are kept.

5.04. Notification and Agenda of Board Meetings

The president of the Association shall be notified of all official Board meetings at the same time as members of the Board and supplied with an agenda of such meetings.

5.05. Association Related Meetings

Association activities will in no way interfere with classroom or preparation time. Association meetings or announcements will be permitted only before or after the end of the teachers' working day, provided however, the Association shall have free access to the in-school mailboxes as a means of communication.

5.06. Right to Use of Buildings

The Association shall be the only teacher bargaining group that shall have the right to use building facilities for meetings after regular working hours when a regular operating staff is on duty. Such use must be scheduled through the building administrator. When special custodial service is required, the Board will charge the Association for the actual cost involved.

5.07. Communication with Members

Duly authorized officials of the Association shall be permitted to transact official Association business on school premises during school hours, provided permission is received from the building principal. Such permission will be granted if it does not interfere with or interrupt normal school operations.

5.08. Right to Use Bulletin Board

The Association may post notices on one bulletin board in each teacher lounge.

5.09. Right to Use School Equipment

The Association may use Board typewriters, calculators, duplicating machines, audio-visual equipment, technology equipment, and amplifying equipment; provided, however, all such equipment is not in use for educational or community purposes as determined by the building principal. The Association agrees to pay the cost of any materials or supplies used, and to indemnify the Board from any damage or cost of repair arising out of Association use.

5.10. Right of Administrative Appraisal Committee

Upon request of either party, the Board and the Association shall establish an Administrator Appraisal Committee that shall be responsible for studying teacher evaluation of administrators, including the objectives of evaluation, evaluation instruments and procedures.

The Committee shall consist of four teachers appointed by the Association, two administrators appointed by the Superintendent, and the Superintendent.

The Board shall assume the cost of any travel or consultants required by the Committee, as approved by the Superintendent.

All of the foregoing are granted solely to the Association and shall not be utilized by any other teacher organization.

5.11. Email

The Association and the Administration/Board will consider all Association communications on the district email system secure.

5.12. Committees

The Association President will be requested to appoint a representative to all Board-designated committees. In forming other committees, if the Superintendent believes Association representation would be of assistance in achieving the purposes for which the committee is established, he or she will ask the Association President to appoint a representative. The Association President may request the opportunity to appoint a representative to any other committee. Permission to appoint a representative will not be unreasonably denied.

ARTICLE VI

COMPENSATION AND REIMBURSEMENT

6.01. Regular Salary Schedule

Year 1 – 2019-2020 2% on base; all appropriate steps/column movement.

Year 2 – 2020-2021 Re-opener for salary and insurance benefits only.

Year 3 – 2021-2022 Re-opener for salary and insurance benefits only.

Step	Level 1 Bachelors		Level II Bachelors+18 Sem. Hrs./27 Qtr.		Level III Master's		Level IV Master's+30 sem. Hrs./45 Qtr. Hrs.	
	Index	\$ amount	Index	\$ amount	Index	\$ amount	Index	\$ amount
1	1.0650	\$40,640	1.1000	\$41,976	1.1650	\$44,456	1.2150	\$46,364
2	1.1000	\$41,976	1.1400	\$43,502	1.2125	\$46,269	1.2675	\$48,368
3	1.1350	\$43,312	1.1800	\$45,029	1.2600	\$48,082	1.3200	\$50,371
4	1.1700	\$44,647	1.2200	\$46,555	1.3075	\$49,894	1.3725	\$52,375
5	1.2200	\$46,555	1.2800	\$48,845	1.3600	\$51,898	1.4250	\$54,378
6	1.2750	\$48,654	1.3400	\$51,134	1.4250	\$54,378	1.4950	\$57,049
7	1.3300	\$50,753	1.4000	\$53,424	1.4900	\$56,858	1.5650	\$59,720
8	1.3850	\$52,852	1.4600	\$55,714	1.5550	\$59,339	1.6350	\$62,392
9	1.4400	\$54,950	1.5200	\$58,003	1.6200	\$61,819	1.7050	\$65,063
10	1.4950	\$57,049	1.5800	\$60,293	1.6850	\$64,300	1.7750	\$67,734
11	1.5500	\$59,148	1.6400	\$62,582	1.7500	\$66,780	1.8450	\$70,405
12	1.6050	\$61,247	1.7000	\$64,872	1.8150	\$69,260	1.9150	\$73,076
13	1.6600	\$63,346	1.7600	\$67,162	1.8800	\$71,741	1.9850	\$75,748
14	1.7150	\$65,444	1.8200	\$69,451	1.9450	\$74,221	2.0550	\$78,419
15			1.8800	\$71,741	2.0100	\$76,702	2.1250	\$81,090
16					2.0750	\$79,182	2.1950	\$83,761
20	1.7668	\$67,421	1.9368	\$73,908	2.1377	\$81,575	2.2613	\$86,291
25	1.8021	\$68,768	1.9756	\$75,389	2.1804	\$83,204	2.3065	\$88,016
28	1.8521	\$70,676	2.0256	\$77,297	2.2304	\$85,112	2.3565	\$89,924
\$38,160 BASE		+2% on 2018-19 Base of \$37,412						

6.02. Regular Salary Schedule Placement

- A. Teachers transferring into the Yellow Springs School District shall be given substantial credit for prior teaching experience. Credit will be given such that the teacher's salary will equal or exceed the salary for which the teacher would be eligible if placed on the State minimum salary schedule in the column and on the step indicating his or her preparation and years of experience. Any former teacher of the Yellow Springs School District who is re-employed within a period not exceeding five (5) years shall be placed on the salary schedule in the next step above the one on which his or her salary was based when he or she left the Yellow Springs School District, or shall be given credit for teaching experience as provided in this section, whichever is greater. This provision does not apply to the hire or rehire of a teacher who has retired and is receiving benefits from a public retirement system.
- B. Up to five (5) years will be allowed for honorably completed military duty as defined in O.R.C. 3307.02 and credited in O.R.C. 3317.03.
- C. Up to two (2) years will be allowed for satisfactorily completed Peace Corps teaching service, overseas American school experience or other related government sponsored teaching experience.
- D. The maximum years' placement shall be ten (10) years.
- E. All pay adjustments shall be based on the number of days in the work year for teachers.
- F. Salaries shall be adjusted each semester for college credits verified by receipt of an official transcript, or official notification that work has been completed and a transcript is forthcoming, thirty (30) days prior to the beginning of each semester.

6.03. Supplemental Salary Schedules

YELLOW SPRINGS SCHOOLS
CO-CURRICULAR CONTRACTS
2019-2022

- A. Schedule placement is in categories I through XVIII as listed.
- B. Salary in each category is determined by multiplying the supplemental base of \$35,076 by the index factor shown by each category.
- C. All Co-Curricular positions must be applied for and approved in advance of the activity.
- D. Where a teacher holds supplemental contract to coach two combined athletic teams where the teams practice at the same time, stipends shall be determined as follows:
 - 1. If a team plays one schedule, but contains players from more than one level, then the coach will receive on stipend.
 - 2. If a team contains players from more than one level and plays in games at each level, then the coach receives a stipend that is 1.5 time the average of the two stipends.
 - 3. If the team plays two distinct schedules, then the coach receives both stipends.

Base \$ 35,076

CONTRACT			STEP 1		STEP 2
	Categ	Index	Amount	Index	Amount
Leadership Council (minimum of 3 bldg)	V	0.048	\$1,684	0.052	\$1,824
Student Assistance Team	IV	0.038	\$1,333	0.041	\$1,438
MLS (2-7)					
McK/Y SHS (3-6)	IV	0.038	\$1,333	0.041	\$1,438
Video-taping			Minimum Wage		Minimum Wage
Half paid by Board/Half paid by requesting organization					
Lead Mentor Teacher					\$1,000
Mentor New Teacher					\$1,500
Mentor experienced Teacher (new to district)					\$400
Tutors					\$25/hr.
LPDC Chair Person					\$25/hr. not to exceed \$1000
LPDC Committee Members					\$25/hr. not to exceed \$800
All overnight experiences, teachers will be paid \$199 per/person, per night, not to exceed \$1764 cumulative per grade level					
MILLS LAWN SCHOOL					
Safety Patrol	IV	0.038	\$1,333	0.041	\$1,438
Concert Director	IV	0.038	\$1,333	0.041	\$1,438
Play Director	VI	0.060	\$2,105	0.064	\$2,245
Student Council (1-stpd)	IV	0.038	\$1,333	0.041	\$1,438
TV/Media Broadcasting	V	0.048	\$1,684	0.052	\$1,824

CONTRACT			STEP 1		STEP 2
	Categ	Index	Amount	Index	Amount
(1-2)					
Girls On the Run	III	0.028	\$982	0.031	\$1,087
First Lego League (4-8)	IV	0.038	\$1,333	0.041	\$1,438
Junior Lego League (K-3)	III	0.028	\$982	0.031	\$1,087
School Camp Advisors					
McKINNEY SCHOOL					
7 th grade Boys Basketball	V	0.048	\$1,684	0.052	\$1,824
8 th grade Boys Basketball	V	0.048	\$1,684	0.052	\$1,824
7 th grade Girls Basketball	V	0.048	\$1,684	0.052	\$1,824
8 th grade Girls Basketball	V	0.048	\$1,684	0.052	\$1,824
7 th grade Football	V	0.048	\$1,684	0.052	\$1,824
8 th grade Football	V	0.048	\$1,684	0.052	\$1,824
7 th grade Volleyball	V	0.048	\$1,684	0.052	\$1,824
8 th grade Volleyball	V	0.048	\$1,684	0.052	\$1,824
Boys Track	IV	0.038	\$1,333	0.041	\$1,438
Girls Track	IV	0.038	\$1,333	0.041	\$1,438
Cheerleader Advisors (Fall/Winter)	III	0.028	\$982	0.031	\$1,087
Power of the Pen Advisor	IV	0.038	\$1,333	0.041	\$1,438
Student Council	III	0.028	\$982	0.031	\$1,087
YSHS					
Heritage	VIII	0.084	\$2,946	0.089	\$3,122
Spectrum	II	0.018	\$631	0.020	\$702
School Forest	XII	0.138	\$4,840	0.145	\$5,086
				School forest	\$14.78/hr summer rate
Senior Citizens Day Coordinator	IV	0.038	\$1,333	0.041	\$1,438
Student Review Board	I	0.010	\$351	0.012	\$421
Pep Band	II	0.018	\$631	0.020	\$702
Senior Class Advisor	IV	0.038	\$1,333	0.041	\$1,438
Junior Class Advisor	IV	0.038	\$1,333	0.041	\$1,438
Sophomore Class Advisor	I	0.010	\$351	0.012	\$421
Freshman Class Advisor	I	0.010	\$351	0.012	\$421
Drama Club Advisor	II	0.018	\$631	0.020	\$702
Band Director	VI	0.060	\$2,105	0.064	\$2,245
Orchestra Director	VI	0.060	\$2,105	0.064	\$2,245
After School extended detention monitor					\$49.00/per session
YSHS morning supervisor					\$10.78/each session
YSHS detention monitor					\$10, 78/per 30 minute session
United Student Society Advisor	II	0.018	\$631	0.020	\$702
SPIDEE Advisor	IV	0.038	\$1,333	0.041	\$1,438
First Tech Challenge	V	0.048	\$1,684	0.052	\$1,824
Robotics	V	0.048	\$1,684	0.052	\$1,824
National Debate Team	VIII	0.084	\$2,946	0.089	\$3,122
Fall Play Director, (may be more than one)	VI	0.060	\$2,105	0.064	\$2,245
One Acts Coordinator	III	0.028	\$982	0.031	\$1,087

CONTRACT			STEP 1		STEP 2
	Categ	Index	Amount	Index	Amount
Spring Musical Director	VII	0.072	\$2,525	0.077	\$2,701
Assistant Dir Spring Musical	VII	0.072	\$2,525	0.077	\$2,701
Choreographer (Spring Musical)	II	0.018	\$631	0.020	\$702
Tech Advisor (Spring Musical)	III	0.028	\$982	0.031	\$1,087
Video Club Advisor	III	0.028	\$982	0.031	\$1,087
Co-Ed Athletics					
Athletic Director	XVIII	0.216	\$7,567	0.224	\$7,857
Activities Events Coord.					
Site Manager Athletics	VI	0.060	\$2,105	0.064	\$2,245
Assistant Site Manager	V	0.048	\$1,684	0.052	\$1,824
Bowling	VII	0.072	\$2,525	0.077	\$2,701
Tennis	VI	0.060	\$2,105	0.064	\$2,245
Golf	VII	0.072	\$2,525	0.077	\$2,701
Cheerleader Adv (2 male/2 female squads)	IV	0.038	\$1,333	0.041	\$1,438
Assistant Track (field events for male & female)	VI	0.060	\$2,105	0.064	\$2,245
Swim Coach	VIII	0.084	\$2,946	0.089	\$3,122
Cross Country (Gr. 7-12)	VIII	0.084	\$2,946	0.089	\$3,122
Assistant Cross Country (Gr. 7-12)	VI	0.060	\$2,105	0.064	\$2,245
MEN'S ATHELETICS					
Head Football	XI	0.124	\$4,349	0.131	\$4,595
Assistant Football	VIII	0.084	\$2,946	0.089	\$3,122
Assistant Football	VIII	0.084	\$2,946	0.089	\$3,122
Head Basketball	XI	0.124	\$4,349	0.131	\$4,595
Reserve Basketball	VIII	0.084	\$2,946	0.089	\$3,122
Freshman Basketball	VI	0.060	\$2,105	0.064	\$2,245
Head Soccer	XI	0.124	\$4,349	0.131	\$4,595
Ass't Soccer	VIII	0.084	\$2,946	0.089	\$3,122
Track	X	0.099	\$3,472	0.105	\$3,683
Baseball	VII	0.072	\$2,525	0.077	\$2,701
Assistant Baseball	IV	0.038	\$1,333	0.041	\$1,438
WOMEN'S ATHLETICS					
Head Soccer	XI	0.124	\$4,349	0.131	\$4,595
Assistant Soccer	VIII	0.084	\$2,946	0.089	\$3,122
Head Basketball	XI	0.124	\$4,349	0.131	\$4,595
Reserve Basketball	VIII	0.084	\$2,946	0.089	\$3,122
Volleyball	X	0.099	\$3,472	0.105	\$3,683
Reserve Volleyball	V	0.048	\$1,684	0.052	\$1,824
Softball	VII	0.072	\$2,525	0.077	\$2,701
Assistant Softball	IV	0.038	\$1,333	0.041	\$1,438
Track	X	0.099	\$3,472	0.105	\$3,683
Tennis	VI	0.060	\$2,105	0.064	\$2,245

6.04. Supplemental Salary Schedule Placement

- A. When any vacancy in a co-curricular position exists, that vacancy will be offered to any teacher deemed qualified by the principal of the building in which the position exists and the Superintendent. If offered to a person(s) outside of the bargaining unit, the opening will be offered in conformation with O.R.C. 3313.53 regarding the hiring of co-curricular staff members. The following acts will be observed:
 - 1. The opening will be offered to bargaining unit members first;
 - 2. A person(s) outside of the bargaining unit may be employed if qualified applicants are not found in Step 1
 - 3. If it is determined to be financially prohibitive, positions may be offered using alternative compensation as deemed appropriate/acceptable by the YSEA and the Board of Education.
- B. By notification to the Treasurer prior to August 5, the teacher who has a full year supplemental contract may choose to have the payment pro rata throughout the school year or in a regular paycheck in June.
- C. Supplemental salary checks that are not paid throughout the year will be paid in the next regular paycheck, no sooner than two (2) weeks after the Treasurer's receipt of the notification of completion of duties.
- D. The board reserves the right to not fill any supplemental it chooses not to fill.
- E. Any supplemental can be filled by volunteers without compensation. Volunteers can be teachers or non-teachers. If compensation is offered in any way, the offer will be made to YSEA bargaining unit members first. If the board fills supplemental positions using volunteers without compensation, the seeking of volunteers will be communicated to the YSEA president/designee before volunteers are sought.

6.05. Salaries for Tutors

Certified/licensed tutors shall be paid the hourly rate of twenty-five dollars (\$25.00).

6.06. Exhibition Night Stipend

Teachers will be compensated for attending, fully participating in, and leading their students in showcasing their PBL project(s) at the official building/district-wide Exhibition Nights. Compensation will be \$100 per bargaining unit member, per Exhibition Night, maximum of 2 nights per year.

6.07. Summer School Salaries

The rate of pay for teaching summer school shall be twenty-five dollars (\$25.00) per hour. The pay shall be paid on the regular pay schedule.

6.08. Extra-Duty Pay for Long-Term Committee Work

A. Student Assistance Teams

1. This committee is established at each school to determine which students meet the criteria for intervention and to coordinate prescriptive planning for these students.
2. The Student Assistance Team will be composed of at least two (2) members at Mills Lawn, and at least three (3) members at McKinney/YSHS.

B. The members of the Student Assistance Team will be paid an annual stipend per the co-curricular salary schedule.

C. Members may, after notice is given by the Board, submit applications for either of the above committees through the building principal and will be appointed to serve on the committees by the Superintendent or principals.

6.09. Internal Substitution

A teacher may be assigned by administration to substitute for an absent teacher. In such event, that teacher shall be compensated at \$25.00 per hour for each hour or portion of an hour substituted.

6.10. Severance Pay

A. Upon retirement, a teacher will receive payment for accumulated sick leave as a severance pay at the rate of one-fourth (1/4) of the maximum accumulated sick leave according to the years of experience. The maximum accumulated sick leave for calculating severance will be up to three hundred (300) days, which equals up to seventy-five (75) severance days. Payment shall be based upon the teacher's rate of pay at the time of retirement. The per diem rate shall be figured using the following formula: Yearly salary at retirement divided by the days in the work year for teachers; provided, however, that if the last year of employment prior to retirement is not the teacher's highest year, then the per diem rate shall be figured based on an average of the teacher's three (3) highest years.

B. Employer 403(b) – Special Pay Retirement Account

For all eligible certificated/licensed teaching personnel 55 years of age or older during the calendar year of retirement, a contribution will be put into the Board sponsored "Employer 403(b) Special Pay Retirement Account" in the name of the employee in an amount equal to the value of their eligible unused accumulated sick leave, personal days, and incentive pay up to the maximum IRS 415 limit, as allowed by the IRS for that calendar year, for the section 403(b) plan. The initial payment will not exceed the maximum 415 limit as allowed by the IRS for that calendar year. Any amount due exceeding what is allowed each year will be paid every following January until the full amount has been paid,

up to five (5) years beyond the year of separation of service. If there is any remaining money, it will be paid in cash.

These monies will be paid into the “Employer 403(b) Accumulated Leave Plan” in the month following payment of the last regular paycheck and other severance payments(s), as per the negotiated agreement.

- C. Those certificated/licensed teaching personnel under age 55 in the calendar year of separation of employment will receive payment in cash. The teacher not eligible for the Board sponsored Employer 403(b) Special Pay Retirement Account” shall select one of the following payment options (All payments shall follow IRS guidelines):

Option 1. Payment shall be made to the employee within 60 days of the Board receiving STRS notification of retirement. This payment will be subject to all taxes, but no retirement contribution will be deducted.

Option 2. The employee may establish a tax-deferred annuity to be deducted from the employee’s severance payment calculation, provided the annuity amount falls within the maximum exclusion allowance as described by the IRS and the election to defer is made prior to the date the Board accepts the employee’s resignation. The election to defer severance pay is irrevocable after the Board accepts the resignation. If the employee wishes to select this option, it is the employee’s responsibility to make sure that all required paperwork is complete according to the above requirements. If there is remaining severance pay, it will be paid in a lump sum according to the procedure in Option 1.

- D. Any teacher with ten (10) years of service in the District who dies while in active service to the District or while on Board approved leave is deemed to have retired the day prior to his or her death, and severance pay benefits shall be determined in accordance with the provisions in (A) above. Any teacher with less than ten (10) years of service in the District who dies while in active service to the District or while on Board approved leave is deemed to have retired the day prior to his or her death, and severance pay benefits shall be determined in accordance with the provisions in (A) above, based on sick leave accrued while employed in the District.

6.11. Mileage Reimbursement

A teacher, who is required as part of his or her assignment to use his or her own vehicle for transportation in order to perform regularly assigned duties, shall be reimbursed at the effective IRS rate. Mileage will be computed on the basis of actual miles logged and returned each month.

6.12. Tuition Reimbursement

- A. The Board shall maintain a Professional Growth Program for appropriate additional study. Such coursework shall apply to the employee’s certification/licensure area of teaching in

the District, or to address areas of improvement noted in the employee's evaluation, professional growth or improvement plan.

B. The Board will budget twelve thousand (\$12,000.00) dollars each fiscal year, equally divided between summer/fall and winter/spring terms, to support this program. The following procedures shall be followed:

1. A statement of intent on the appropriate form must be filed by the employee with the Superintendent no later than May 1 for courses in the summer/fall terms and December 1 for courses in the winter/spring terms. It shall include the number of quarter or semester hours for which reimbursement will be requested as limited by Section C, below.
2. Requests for reimbursement shall be approved by obtaining advance approval of the specific courses by the Superintendent. Unless otherwise approved by the Local Professional Development Committee (LPDC), the Superintendent will decide the appropriateness of the coursework for which compensation is being requested. Tuition reimbursement will not be made to anyone for a workshop, class or conference that occurs during a contract day.
3. If budgeted resources are insufficient to meet the demand, the budgeted funds will be divided by the hours requested and teachers will be compensated that amount per approved hour completed.

C. Reimbursement

Compensation will be the number of quarter or semester credit hours times the cost per quarter or semester credit hour, up to two-hundred (\$200.00) dollars per quarter hour, or three hundred (\$300.00) dollars per semester credit hour. The maximum reimbursement during any one year shall be as follows:

1. One to two (1-2) years of employment in the District: fifteen (15) hours of satisfactory completion.
2. Three (3) or more years of employment in the District: eighteen (18) hours of satisfactory completion.

D. During the school year, compensation shall be made within thirty (30) days of proof of satisfactory completion and documentation of the cost of the approved course. Such proof must be submitted no later than October 1 of the year following the application.

E. Satisfactory completion for reimbursement shall mean that the teacher received at least a "B" in the course or "pass" in the course when pass/fail is the only grading method.

F. If funds remain of the \$12,000 budgeted for that contract year, the amount will be divided by the total number of approved hours completed, and teachers will be compensated that additional amount per approved hour completed, not to exceed the actual rate paid per quarter or semester hour taken.

- G. Employees acknowledge the Board is reimbursing their tuition with the goal of improving the education services provided to the students of this District. To that end, an employee who receives tuition reimbursement from the Board shall continue to work for this District for at least 365 calendar days following the employee's receipt of tuition reimbursement. If the employee voluntarily leaves the employ of the Board during this period, the Board shall have the right to recover the money it paid to the employee as tuition reimbursement immediately preceding this 365 day service period. The affected employee and the Association agree the Board may deduct such amounts from any pay still due and owing to the employee. Any remaining tuition that was reimbursed by the Board but not recovered shall be repaid by the employee to the Board according to a mutually-agreed repayment plan that shall not exceed one year from the last day the employee was employed by the Board.

6.13. Pay Periods

There will be twenty-four (24) pays on the 5th and 20th day of each month. If the pay dates are on a weekend or a holiday, payments will be the Friday before these dates.

6.14. Payroll Deductions

- A. All payments shall be subject to deductions required by law.
- B. Teachers may authorize deductions for:
 - 1. Tax-sheltered annuity deposits
 - 2. Yellow Springs Education Association dues
 - 3. United Way Contributions
 - 4. Ohio Fund for Children and Public Education

All payment shall follow IRS guidelines. With the start of this agreement, any new tax sheltered annuity companies must have a minimum of three (3) employees before entering into a contract with the Board. Annuity companies presently under contract with the Board are excluded from this requirement as long as they have at least one annuitant. Once an employee has qualified for an annuity deduction, said deduction will continue until terminated by the employee.

The Board reserves the right to establish an enrollment period for tax-sheltered

- C. Teachers, who reside in communities whose income tax is greater than that of Yellow Springs, may elect to have the total amount of their city income tax withheld from their pay checks and forwarded to the taxing authority effective September 1, 1979.

6.15. Direct Deposit

All payroll checks will be direct deposited. In the event that the payday falls on a holiday (i.e. Christmas), the electronic transfer shall take place the workday prior to the holiday. Monies may be directed to a maximum of four (4) different bank accounts using a percentage or fixed dollar

amount. A minimum notification period of two (2) weeks for any changes must be submitted to the Treasurer's office. The required documentation is a completed authorization agreement for automatic deposit with an attached canceled check, deposit slip or statement copy so that the transit routing number, which identifies a specific financial institution, can be verified.

6.16. National Teacher Certification

Teachers who have attained National Certification will receive an additional one thousand (\$1,000.00) dollars each year up to five (5) years included in the teacher's salary, as long as the teacher works in the District.

6.17. YSEA Officer Stipend

- A. Upon written request by the YSEA to the board treasurer, YSEA officer(s) will be paid on annual stipend by the board in the amounts provided by the YSEA. The written request will include the name of the officer(s) and the gross dollar amount of the stipend.
- B. YSEA officer(s) will be paid no later than one (1) month after the request is made by the YSEA.
- C. The board will deduct/withhold all applicable federal, state, and city/local income taxes from said stipends.
- D. The total cost of the STRS contribution for said amount will be deducted from the stipend amount.
- E. The YSEA will reimburse the board the entire gross amount for the stipends of all YSEA officer(s), including the board's share of payments to STRS and Medicare. A single payment will be made by check from the YSEA treasurer to the board treasurer within five (5) workdays upon having received a detailed accounting of the YSEA officer(s) stipend disbursement(s).

ARTICLE VII

INSURANCE

7.01. Group Insurance Plans

- A. The Board will make available to employees the group health insurance plans identified below, which shall include prescription drug coverage. The Board shall also offer a group dental insurance plan, and a vision insurance plan. The Board will pay eighty-five percent (85%) of the premium for single coverage and eighty-five percent (85%) for family coverage (inclusive of EE+Kids option). The group insurance plans, the details of which are attached hereto as Appendix I, will be subject to the other terms of this Agreement and insurance carrier regulations.

The Board will offer employees the choice of a PPO Plan or a High Deductible Health Plan (“HDHP”) with a Health Savings Account (“HSA”) (Option 1). For the 2019-2020 Plan Year, the Board will fund the HSA for the HDHP as follows:

Single	EE+Kids	Family
\$645.00	N/A	\$1,671.00

*Employees plus kids (EE+Kids) option is not available with the Health Savings Account (HSA) Plan.

- B. The Board’s insurance contributions shall begin in September and continue through August for teachers.
- C. The Board and the Association have a mutual interest in maintaining the lowest possible costs for health care coverage, with each sharing in costs as described in this Section. The parties will form a standing Insurance Committee comprised of stakeholders in the school community. The purpose of the Committee is to review and analyze available insurance coverages so that acceptable benefit levels can be made available to employees at a reasonable cost.

The Committee will consist of six (6) to nine (9) members, as follows:

Superintendent, Treasurer and the Treasurer’s Assistant

One (1) to Two (2) members appointed by the Board of Education

One (1) to Two (2) members appointed by the Association (selected by the Association).

One (1) to Two (2) members appointed by OAPSE

The Committee will meet at least once a year and at least twice during the final year of a contract, and more often as needed. The committee may invite consultants and vendors to provide information to the Committee for its consideration. The Committee will be prepared to make recommendations to the bargaining teams, especially on how to be achieve a balance between cost and coverage.

The Committee shall use a collaborative approach in considering health insurance issues and shall reach all decisions on the basis of reaching a consensus. Goals and purpose of the Committee shall be to:

Obtain a thorough knowledge of insurance programs, benefits and options; and

Educate the membership, administration and Board on insurance issues.

The Board will not unilaterally change benefit levels. If a health insurance carrier changes benefit levels, the Board will not be required to self-insure any benefit which a carrier reduces or eliminates. The effects of changes in coverage will be bargained with the Association prior to the changes taking effect.

- D. The Board shall make an annual payment of \$3,000 (for EE+Kids and Family Plans) and \$1,500 (for single plans) to any unit member who: (a) is taking the Board's health insurance as of August 1, 2019; or (b) any new hires on or after August 1, 2019 who plan to take health insurance through the Board; and the individuals identified in (a) and (b) obtain coverage elsewhere (other than the Healthcare Exchange). Those who drop their coverage pursuant to this section shall be required to remain off the Board's health plan for the remainder of the term of this Master Agreement, unless they experience a qualifying event that necessitates resuming Board-provided coverage. If coverage is dropped for less than twelve (12) months due to a qualifying event, then the opt-out payment will be based on the number of whole months during the insurance plan year for which coverage was dropped. Further, the employee waives his/her right to receive any HSA contributions made during the period in which the employee did not take insurance through the Board. This opt-out waiver shall be offered in the context of Section 125 of the Internal Revenue Code and all rules pertaining to it.

The Board shall make one-half payments of the health insurance opt-outs mentioned above during the second pays in January and July. This opt-out payment shall not be available to employees who drop Board-provided insurance coverage in order to be covered by an insurance plan carried by a spouse or other family member who is also employed by the Board. The health insurance opt-out payments stated in this Article shall expire at the end of this Agreement, and shall not continue into any successor Master Agreement unless the parties mutually agree to do so.

7.02. Life Insurance

- A. The Board will provide a sixty thousand (\$60,000.00) dollar paid group life insurance benefit, with double indemnity in case of accidental death, subject to insurance carrier enrollment period waiting time regulations, for all teachers, except that a teacher who is employed half-time or less will receive a thirty thousand (\$30,000.00) dollar paid group life insurance benefit. The Board will also provide the opportunity for teachers to purchase additional life insurance at group rates with at least one fourth (1/4) the staff participating.
- B. The Board's life insurance contribution shall begin in September of each year and continue through August for teachers.

7.03. Workers' Compensation

The Board will provide Workers' Compensation as required by law.

7.04. Section 125 Benefits Plan

The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to all employees of the bargaining unit. The Section 125 Plan will include insurance premiums, medical expenses, and dependent care. An amount not to exceed fifty (50%) per cent of salary may be set aside by the employee for the selection, under Section 125 of the Internal Revenue Code, which includes the non-taxable benefits of all eligible insurance.

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

A change in the provider for the above shall require the Board to give sixty (60) days notice of said change to the Association President.

All payment shall follow IRS guidelines.

7.05. General Provisions

- A. Board health, life and dental insurance contributions during the summer months will be prorated for teachers who are employed after the beginning of the second semester, as follows: ratio of days of employment/days in second semester to Board contribution for summer months.
- B. Board fringe benefit payments will be stopped at the end of the month in which the employment of any teacher is terminated.
- C. Part-time teachers shall receive prorated health insurance as follows: more than one-third time, less than one-half time - single subscriber benefit; half or more time but less than three-fourths time - single subscriber benefit, plus fifty percent (50%) of the additional cost of full family coverage; three-fourths or more time at the rate stated in 7.01A. No insurance coverage will be Board paid for employees working less than one-third time.
- D. Board employees, who are husband and wife or living as such, shall only have the following options in medical insurance coverage:
 - 1. Each shall be covered by separate single medical coverage, or
 - 2. Both shall be covered by one family medical coverage.

However, in no event will two (2) Board employees, who are husband and wife or two employees living as such, be covered by two separate family medical coverages.

ARTICLE VIII
LEAVE PROVISIONS

Compensable Leaves of Absence

8.01. Sick Leave

- A. One (1) and one-fourth (1/4) days of sick leave shall be granted full-time teachers for each completed month of employment up to fifteen (15) days per year. Unused sick leave is cumulative up to a total of three hundred (300) days. A teacher who, on August 1, 2002, has more than three hundred (300) days of accumulated sick leave, will be allowed to maintain such accumulation, and may accumulate additional sick leave.
- B. A teacher whose absence due to illness exceeds his or her accumulation will be advanced a maximum of five (5) days of sick leave in September and up to ten (10) days after January 1, if requested. The days advanced shall be charged against the teacher's accumulating sick leave so that no loss of pay results. If the teacher should resign, be placed on leave of absence, or be approved for final payment in full, before his or her advancement of sick leave has been earned back, any unearned sick leave days shall be deducted from adjusted final pay or claim shall be made against the teacher.
- C. Previously accumulated sick leave of a teacher, who has been separated from another Ohio public agency, shall be accepted at full value up to two hundred (200) work days, provided such accumulated sick leave has not been converted to pay upon retirement or separation.
- D. Sick leave shall be granted in accordance with the schedule specified herein, subject to the following conditions:
 - 1. Personal illness: bona fide physical or mental incapacity of the teacher to report for and discharge his or her duties to the extent of unused days of credit.
 - 2. Illness or serious injury in the immediate family: Absence necessitated because of the personal attendance of the teacher. (Immediate family shall include the teacher's spouse or life partner, children, parents or foster parents, parent-in-laws, brothers, sisters, and any other person for whose financial or physical care he or she is principally responsible.)
 - 3. Exposure to communicable disease which could be communicated to others.
 - 4. Illness or disability due to pregnancy as determined by health care provider.
 - 5. Emergency medical or dental appointments that cannot be scheduled outside of the school day.
- E. An electronic leave request must be completed for any day or part of day used. (See also 8.012)

F. An attendance incentive will be paid out to all bargaining unit members who have perfect attendance. The perfect attendance award will be calculated twice annually for the time periods as follows:

- Start of contract year-December 31
- January 1-End of contract year

For the purpose of this incentive, perfect attendance will be defined as the use of zero sick days during the time periods with which the attendance will be calculated. Sick days taken for bereavement leave (as defined in 8.02) and assault leave (as defined in 8.05) will not be calculated as sick days for the purpose of this incentive.

At the end of each attendance period, the Board will place all bargaining unit members who have achieved perfect attendance into a pool for the award. The semi-annual award will be calculated according to the following formula.

$$[(3\text{yr. avg. sick leave for period} - \text{current period sick leave}) \times 80\% \times \$100] / \text{number of bargaining unit members with perfect attendance (for the specific period)} = \text{Total sick leave payout per award recipient.}$$

Sick leave incentive will be awarded within 30 days of the end of each attendance period.

If the sick days used in any period are more than the 3-year average for that period, there will be no incentive payout for that period.

8.012. Extended Illness or Disability

Any teacher whose personal illness extends beyond the period compensable under Article VIII of this Agreement (Compensable Leave) shall be granted a leave of absence for medically certified reasons of health, including illness or disability due to pregnancy and/or childbirth, false pregnancy, termination of pregnancy or recovery therefrom, for a period not to exceed one year from the date granted by the Board. A second year of leave will be allowed upon written request of the teacher and with submission of medical certification. A teacher anticipating extended illness may be granted such leave prior to the expiration of his or her accumulated compensable leave days if said teacher has spent down compensatory sick leave days to thirty (30) days or fewer.

This leave shall be without regular pay. However, all benefits due to the employee under his or her other most recent employment status shall be paid. It is the responsibility of the employee to pay his or her share of the benefit costs on a quarterly basis. Teachers granted this leave during the school year shall be advanced on the salary schedule. If the leave should extend through the following full school year, the teacher would not advance on the salary schedule for that year.

8.013. Sick Leave Bank Guidelines

- A. In the event of a catastrophic illness or medical event, all certified employees shall have access to the S.L.B. Employees may contribute days voluntarily but these days shall not be refundable. If on October 1st of each year the S.L.B has fallen below 30 days, each employee with 15 or more sick days shall contribute one day to the S.L.B.
- B. A Usage Control Board of Review consisting of (2) two certified employees appointed by the Association and (1) one administration employee appointed by the Superintendent shall be established to administer the S.L.B.
- C. Original requests are limited to no more than 60 days. Subsequent requests must be approved by a majority of the usage control board. A grant will be considered only after the certificated employee has used all of his/her accumulated sick leave days, all possible advances of sick leave days, and is not eligible for disability leave under the Ohio State Teacher Retirement system.
- D. Determinations of applying these and any other policies and guidelines shall be made by the (3) three member sick leave Usage Board whose decision shall be final and not subject to the grievance procedure contained in this agreement.

8.02. Bereavement Leave

- A. Bereavement: Leave up to a maximum of five (5) days, when required, will be granted in case of a death in the immediate family (as defined in 8.01D2). Leave beyond five (5) days will be deducted from sick leave accumulation or personal leave at the discretion of the employee.
- B. Funerals: One (1) day leave may be granted for funerals for persons other than those in the immediate family (as defined in 8.01D2). One additional day may be granted for funerals held more than 250 miles from Yellow Springs.

8.03. Personal Leave

- A. Each teacher will be credited with three (3) non-cumulative personal leave days per year. The Superintendent may approve one (1) additional day upon request.
- B. Personal leave of teachers hired after the beginning of the school year shall be prorated at one-half (½) day for each quarter year or fraction thereof to be served.
- C. Personal leave shall be used for personal matters.
- D. A teacher taking personal leave shall file notice of his or her intent to take such leave with his or her principal or other immediate supervisor at least five (5) work days prior to the date of such leave (except in cases of emergency). An electronic leave request must be completed for any day or part of day used. If problems arise with excessive use of personal days by classroom teachers on the same day, the Association and Board agree to convene and discuss remedies.

- E. Excused absences without personal leave deduction may be authorized by the Superintendent for community service.
- F. If the teacher should terminate his or her services prior to the end of the school year, the Board will be reimbursed for all personal leave used on a pro-rated basis.
- G. Beginning the 1987-1988 school year, teachers may begin accumulating unused personal leave days for the purposes of severance pay only. Beginning with the 2008-2009 school year, teachers with at least four full years of service who separate from the district shall receive \$100 for each accumulated day of personal leave. Personal leave days accumulated between the 1987-1988 school year and the 2012-2013 school year will be paid when the teacher separates from the district.
- H. Beginning with the 2013-2014 school year, teachers will be paid for unused personal leave days no later than the end of the summer following each school year

Personal Days Used	Amount
0	\$350.00
.01-.50	\$287.50
.51-1.00	\$225.00
1.01-1.50	\$162.50
1.51-2.00	\$100.00

8.04. Professional Leave

- A. Each teacher may request professional leave days. Requests shall be made by completing an electronic leave request.
- B. Professional leave shall be requested only for matters which enhance the teacher's professional abilities as a District employee or arise directly from the teacher's employment.
- C. Professional leave shall be granted when the teacher is required to appear at a legal proceeding due to his or her employment in the District. Professional leave for such appearances shall be granted for as many days as are needed. This provision will not apply if the teacher is a party to litigation against the District.
- D. If approved, the Board will assume costs consistent with the budget submitted at the time of application. Proof of payment shall be required for reimbursement.

8.05. Assault Leave

A. Any case of employment-related assault and/or battery upon a teacher shall be reported as soon as possible to his or her principal. If, in the judgment of the teacher and/or the principal, the assault is sufficiently severe, the police shall be notified. The Board shall advise and assist the teacher in handling the incident with law enforcement authorities. The teacher shall receive time off with full pay and at no loss of any accumulated leave for time spent in judicial proceedings related to the investigation and prosecution of the incident.

B. Any teacher, who is assaulted while in the performance of his or her duty, on or off school premises before, during, or after school hours or any teacher who is assaulted while attending a school or District sponsored activity, shall be granted up to ten (10) days of leave without a doctor's or psychologist's recommendation.

Assault leave of up to ninety (90) days shall be granted if, in the opinion of a doctor or psychologist, the teacher is physically or mentally unable to perform his or her duties. The evaluation of the doctor or psychologist must be submitted within the first ten (10) days of leave if leave beyond ten (10) days will be requested. The Board agrees to assist the teacher, if requested, in securing the assistance of an appropriate health care professional for the purpose of evaluating the physical or mental state of the teacher relative to his or her ability to perform his or her duties.

C. Teachers on assault leave shall receive full pay and benefits. Such leave shall not be deducted from the teacher's accumulated sick leave.

D. The Superintendent shall grant additional days, up to a maximum of thirty (30) days, upon receipt of an evaluation from a doctor or psychologist stating that the conditions supporting the initial granting of assault leave continue to exist.

E. The Board agrees to pay any teacher, who is assaulted while in the performance of his or her duty or while in attendance at a school or District sponsored activity, all expenses not covered by a teacher's insurance for medical expenses, counseling expenses, or repair expenses incurred through assault on a teacher or vandalism of a teacher's property.

F. If, upon exhaustion of assault leave, the teacher remains unable to perform his or her contracted duties, he or she may pursue other options:

1. Sick Leave
2. Other Leaves (as applicable)
3. Workers' Compensation (if eligible)
4. Disability Retirement

8.06. Jury Duty

Teachers will be excused for jury duty with pay. Jury duty fees received shall be returned to the treasurer of the Board.

8.07. Witness Duty

Teachers will be excused with pay when they are summoned or subpoenaed to appear in any court case in which they are not parties. Witness fees received shall be returned to the treasurer of the Board.

8.08. Unpaid Leaves of Absence

Except as provided by law or specifically stated to the contrary herein, all leaves of absence shall be without pay, without fringe benefits, and without salary increment credit.

8.09. Parental Leave

A. Parental leave shall be considered authorized sick leave. Parental leave shall be granted to teachers to care for a newborn child, a newly adopted child, or a child for whom the adoptive agency requires full-time parental care. This leave shall be granted in keeping with the contractual obligation of the teacher to maintain instruction, but with awareness of the need of young children for direct parental care.

Parental leave shall be requested by written notice to the Superintendent. Notice shall be submitted thirty (30) days prior to the anticipated leave date or to the best of the teacher's ability.

A teacher returning from parental leave within the same school year shall have reinstatement rights to the same teaching assignment. Otherwise, the teacher shall be guaranteed a teaching position within his or her area of certification/licensure pursuant to seniority.

The term of a teacher's contract shall not be extended by parental leave, but in the event that a teacher's contract expires while on parental leave, the contract will be renewed or non-renewed in accordance with those normal procedures for teachers not made unfeasible by the teacher's leave status.

In cases where it is not feasible to follow normal procedures, the most recent appraisal of the teacher shall serve as the appraisal to be used in the consideration of renewal or non-renewal.

If parental leave shall cause a teacher to be at the end of contract having gone three (3) years without appraisal, at the Board's option, a one (1) year contract can be issued for the purpose of appraisal.

B. Birthing Parent

The birthing parent may take up to six (6) consecutive calendar weeks of parental leave immediately following the birth of her child.

The Board recognizes that the granting of parental leave does not preclude a birthing parent from use of otherwise authorized sick leave. After such accumulated sick leave has been exhausted, however, this leave shall be considered a leave without regular pay. All benefits due to the employee under his or her most recent employment status shall be paid. It is the responsibility of the employee to pay her share of benefit costs on a quarterly basis. Teachers granted this leave shall be advanced on the salary schedule.

C. Non-Birthing Parent

Non-Birthing parents may take up to four (4) consecutive calendar weeks of parental leave immediately following the birth or adoption of his or her child.

8.10. Sabbatical Leave

A. A teacher, who has been on the staff for a minimum of five (5) consecutive years, is a full-time employee, and has a record of above satisfactory service, shall be eligible for this leave.

B. Applications shall be filed with the Superintendent by the end of the first semester for a leave beginning the following September. Leaves must be for one (1) school year.

C. An applicant for sabbatical leave of absence shall file a written request for sabbatical leave with an outlined program for the period requested . This plan shall be indicated in an attached statement and include details for either study in an approved college or university or a problem or project in research to be pursued independently by the applicant, provided such problem or project is related to his or her professional obligation.

A teacher requesting a sabbatical leave for study shall be required to take at least ten (10) semester hours per semester or ten (10) quarter hours per quarter in a university or college accredited by the North Central Association of Colleges and Secondary Schools or equivalent agency.

D. All applications shall be reviewed for recommendation to the Superintendent by a committee consisting of six (6) members, three appointed by the Superintendent and three appointed by the Association. The committee shall consider among other qualifications the following: the extent of the applicant's professional study, travel, research, growth contributions, and successful service during the five (5) years.

E. A teacher will be notified within sixty (60) days after the deadline date for submission of application as to the results of his or her request.

F. Status While on Sabbatical Leave

1. A teacher on sabbatical leave shall be considered to be in the employ of the Board and shall have a contract.

2. A teacher on sabbatical leave will be paid the excess of the difference between the substitute's pay and the teacher's expected salary and any other full benefits provided by the Agreement currently in effect.
 3. A teacher granted such leave shall advance on the salary schedule the same number of steps he or she would have advanced had he or she been on the staff while on sabbatical leave.
- G. The applicant must sign an agreement to return immediately upon termination of the sabbatical leave and to continue as an employee of the Board for a period of one (1) year, or refund any compensation received from the Board while on leave.
 - H. Teachers on sabbatical leave may not be employed during the school year while on sabbatical, except as terms of the sabbatical work might warrant. Teachers on sabbatical leave may hold part-time jobs that will not adversely affect the sabbatical program.
 - I. The Board may require such reports or transcripts as are necessary or reasonable to determine that the teacher is fulfilling his or her approved plan of sabbatical leave.
 - J. During the next regularly scheduled evaluation year following return of the teacher from sabbatical leave, said teacher will be required to formulate at least one (1) goal that deals with the impact the sabbatical has had on his or her professional development and practice.
 - K. No more than two (2) teachers will be approved for sabbatical leave in any year.
 - L. The Board will approve sabbatical leave under the terms of this Agreement, within limitations of financial resources.
 - M. Upon request, an extension of one (1) full year may be granted. Such request must be made by the end of the first semester during the year that the teacher is on sabbatical. Salary and benefits will not be provided during the second year of the leave.

8.11. Military Leave

A military leave of absence shall be granted in accordance with Ohio Rev. Code §5923.05.

8.12. Exchange Teaching

- A. A teacher may apply for exchange teaching assignment for a period not to exceed one (1) year in another state of the United States, another country, or a territory of either, following five (5) years of satisfactory service in the District, provided said teacher states his or her intent to return to the District for a minimum of one (1) year.
- B. Exchange leave with pay may be granted by the Board on recommendation of the Superintendent.
- C. A teacher being granted an exchange teaching leave of absence shall advance on the salary schedule as he or she would have advanced had he or she been employed in the District.

- D. Requests for a leave of absence for exchange teaching assignments shall be made by the end of the first semester for leave beginning the following September.

8.13. Teaching for the United States Government, Peace Corps, or Other Special Programs

- A. A teacher who has been employed in the District for a minimum of five (5) years and has a record of satisfactory service shall be eligible for a leave of absence for a period not to exceed two (2) years to teach in an assignment abroad in schools maintained by the United States, provided said teacher states his or her intent to return to the district for a minimum period of one (1) year.
- B. Such leave granted shall be leave without pay or Board paid benefits and may be granted by the Board on recommendation of the Superintendent.
- C. A teacher granted such leave shall advance on the salary schedule as he or she would have advanced had he or she been employed in the District.
- D. Requests for a leave of absence for such an assignment shall be made by the end of the first semester for a leave beginning the following September.

8.14. Extended Personal Leave of Absence

- A. Any teacher employed by the Board for a minimum of ten (10) years may take a leave of absence for one (1) year. Such leave shall require the approval of the Board.
- B. Notice of intent to take a personal leave of absence shall be filed with the Superintendent by the end of the school year preceding the leave, unless the date is waived by mutual consent.
- C. At least six (6) years must pass before personal leave of absence may be taken again by any one (1) teacher.
- D. This shall be an unpaid leave without Board paid benefits. Teachers on such leave shall be entitled to continue to be covered by insurance, providing the insurance company involved permits such continuance of coverage, and the teacher pays to the treasurer in advance each quarter the full amount of the premium of such coverage. Any overpayment of premium shall be refunded to the teacher upon termination of leave.
- E. Teachers on an extended personal leave of absence shall not advance on the salary schedule.
- F. A teacher taking such leave shall have reinstatement rights to the same position upon return to duty, unless such position is eliminated by enrollment or change due to reorganization. If such position is eliminated, the teacher shall have reinstatement rights to a similar position.
- G. No more than two (2) teachers may take personal leave of absence in any one (1) year. The two (2) leaves will go on a first come - first served basis.

8.15. Other Leaves

- A. Other leaves may be granted by the Board based upon their individual merits.
- B. As part of the agreement for a leave of absence, a teacher must notify the Superintendent no later than February 1 of his or her year of leave of his or her intention to return or not return to work for the following school year. If written notification by hand delivery receipt or certified mail is not received by that date, it shall be understood that the teacher has resigned from his or her position.

ARTICLE IX

INDIVIDUAL RIGHTS

9.01. Teaching Contracts

The contractual term of employment shall be as follows:

- A. A newly employed teacher shall receive a one (1) year limited contracts for each of the first three (3) years of employment at Yellow Springs School District, if their contract is renewed
- B. A teacher who has been employed for three (3) or more years shall receive, upon expiration of his or her contract, a one-(1) year, two-(2) year, or five (5) year limited contract if his or her contract is renewed. Two (2) year contracts shall be issued to teachers whose teacher performance on standards rating, using the Ohio Teacher Evaluation System Teacher Performance Evaluation Rubric, is skilled. Five-year contracts shall be issued to teachers whose teacher performance on standards rating, using the Ohio Teacher Evaluation System Teacher Performance Evaluation Rubric, is accomplished. The Board reserves the right to issue a one (1) year contract to any teacher if the teacher's appraisal and/or the Board's review of his or her performance indicates that the teacher's performance is unsatisfactory and in substantial need of improvement. Such a review will be a review of materials, actions, and other evidence based upon performance.

- C. Appraisal ratings for final teacher performance evaluation will be determined using these values:

Accomplished 3.25-4.00

Skilled 2.50-3.24

Developing 1.75-2.49

Ineffective 1.00-1.74

In addition, the appraisee rates himself or herself. (Appendix A)

- D. A teacher with teacher performance on standards rating, using the Ohio Teacher Evaluation System Teacher Performance Evaluation Rubric, of Accomplished who holds a life, permanent, or professional certificate/license is eligible to apply for a continuing contract after three (3) years of employment in the District out of the last five (5) years. Teachers issued their first license after January 1, 2011 must wait 7 years before being eligible to apply for tenure. A teacher may apply in writing to the Superintendent for evaluation at the beginning of the school year in which he or she becomes eligible.
- E. Teachers who have attained continuing contract status in another district are eligible for a continuing contract after having served two (2) years in the District; but the Board, upon the recommendation of the Superintendent, may, at the time of employment or at any time within such two-year period, grant continuing contract status. He or she shall notify the Superintendent in writing of his or her eligibility for evaluation at the beginning of his or her second year of employment.

9.02. Non-Renewal of a Limited Contract

- A. A teacher whose limited contract is expiring shall be re-employed with a successor contract unless non-renewal of the limited contract is made in accordance with the following provisions:
 - 1. The teacher exhibits or demonstrates a lack of ability or low degree of professional competence, and/or the teacher has failed to abide by and adhere to the rules and regulations adopted by the Board, and/or other reasonable, factual and legally correct cause.
 - 2. The teacher evaluation process was adhered to fully and completely. It is not intended that this section shall automatically give rise to grievances based on an insignificant omission in the teacher evaluation process.
 - 3. The administrator to whom the teacher is directly responsible will inform the teacher in writing before recommending non-renewal to the Superintendent. The grounds for non-renewal shall be defined in the written notification.
 - 4. Any teacher so notified by an administrator of the recommendation of non-renewal shall have the opportunity to discuss the recommendation with the Superintendent prior to official Board action on renewal or non-renewal of contract.
 - 5. Following the meeting with the Superintendent (as described in 9.02, A. 4.) the teacher shall have the opportunity to appear before the Board to respond to the grounds for non-renewal in a due process hearing prior to official Board action.

This policy shall not be construed to limit any professional or legal rights of the Board or the teacher involved in obtaining due process.

- B. Any failure of the District to follow the procedures set forth in this section is subject to the Grievance Procedure set forth in Article III of this Agreement. If a teacher's contract is non-renewed, appeal of such non-renewal will be solely in accordance with the provisions of Ohio Rev. Code §3319.11.

9.03. Fair Dismissal Procedure

- A. A full written record of the teacher's evaluation(s) shall be maintained (prior to any action of dismissal or reprimand or discipline). Copies of such information shall be made available by the administration to said teacher upon request.
- B. Reprimand or discipline of a teacher by an administrator for the alleged violation of Board rules or regulations shall, upon request of the teacher, be in the presence of an Association representative and the administrator making the charge or imposing the disciplinary action.
- C. The administrator to whom the teacher is directly responsible will inform the teacher in writing before recommending dismissal to the Superintendent. The grounds for dismissal shall be defined in the written notification.
- D. Any teacher so notified by an administrator of the recommendation for dismissal shall have the opportunity to discuss the recommendation with the Superintendent prior to official Board action on renewal or dismissal of contract.
- E. Following the meeting with the Superintendent (as described in 9.03, E.) the teacher shall have the opportunity to appear before the Board to respond to the grounds for dismissal in a due process hearing prior to official Board action.
- F. Any failure of the District to follow the procedures set forth in this Section is subject to the Grievance Procedure set forth in Article III of this Agreement. If a teacher's contract is terminated, appeal of such termination will be solely in accordance with the provisions of Ohio Rev. Code §3319.16.

This policy shall not be construed to limit any professional or legal rights of the Board or the teacher involved in obtaining due process.

9.04. General Contract Provisions

- A. Teacher contracts shall conform to the Ohio Revised Code.
- B. Teacher suspensions shall conform to the Ohio Revised Code.
- C. Teacher contract termination shall conform to the Ohio Revised Code.

9.05. Teacher Appraisals

- A. General Conditions
 - 1. All monitoring or observation of the work of a teacher shall be conducted openly and with the full knowledge of the teacher. The use of eavesdropping, closed

circuit television, public address systems and similar surveillance devices shall be strictly prohibited. Teachers may choose to participate in a self-appraisal system which utilizes videotaping for purposes of self-evaluation.

2. Each observation of a teacher that is part of the formal appraisal process shall be not for less than thirty (30) minutes or the duration of a particular observable event and shall take place in a classroom/school setting. The observations will be either scheduled or nonscheduled.
3. No observations/walkthrough(s) shall unduly interfere with the teaching-learning process.
4. Each teacher to be appraised shall be given a copy of the appraisal process steps and forms within four (4) weeks after the beginning of the school year or within four (4) weeks after employment. The appraisal process shall be explained to the appraisees at least one (1) week prior to appraisal.
5. Teaching assignments outside a teacher's area of certification/licensure shall not be appraised for purposes of determining his or her retention as a teacher, provided that one-half or more of his or her assignment is within an area of certification/licensure; however, teachers with one-half or more of his or her assignment outside of his or her certification/licensure will be appraised for purposes of determining his or her retention.
6. Appraisals shall include personal observation in a classroom conducted by an in-District OTES/OCES certified evaluator. Unit leaders, department heads, or teaching colleagues shall not be asked for evaluation judgments of any teacher's performance at any point in the appraisal process.
7. All Observation Reports shall be printed or digitally made available to the teacher at a conference within ten (10) work days of the observation. For this provision only, all work days are defined as days in which both the appraiser and teacher are present in the District. If the teacher disagrees with the appraisal report, he or she may submit a written rebuttal which shall be attached to the file copy of the appraisal in question. The Observation Reports may include strengths, concerns, and specific recommendations for enhancements, as well as progress noted since previous evaluations.
8. By May 10th, the final appraisal summary conference will be held and the teacher shall sign and be given a copy of all appraisal reports prepared by his or her appraiser. The Principal's contract recommendation shall be made in the Summative Evaluation. In no case shall the teacher's signature be construed to mean that he or she necessarily agrees with the evaluation. A teacher may submit a self-evaluation and/or submit additional comments to the written appraisal if he or she so desires within ten school days of the final appraisal meeting.

9. During the appraisal process, all written documentation shall be filed in the Principal's office. The Superintendent shall have access to these appraisals. Upon request, the teacher shall be entitled to confer with the Superintendent regarding his or her appraisal. At the request of the teacher, this conference may include another Association representative who shall be a member of the YSEA.
 10. During the appraisal process if either the appraiser or the appraisee believes he or she cannot conduct an objective or accurate appraisal, the reasons for such belief must be submitted in writing to the Superintendent, who may designate an alternate OTES/OCES certified appraiser. An alternate appraiser may be selected from in-district OTES/OCES certified appraisers. Upon request, a teacher shall have assigned another in-District credentialed evaluator if their originally assigned evaluator has children the District taught by that teacher.
 11. Any teacher shall have the right to grieve the procedure of the evaluation.
- B. Time and Frequency of Appraisals
1. Credentialed evaluators shall evaluate all teachers annually; except those teachers receiving effectiveness ratings of Skilled on their most recent evaluations carried out under this policy, shall be evaluated every two years, and those rated Accomplished shall be evaluated every three (3) years. The Board shall comply with applicable law regarding observations and conferences of Accomplished and Skilled rated teachers in any year(s) in which they are not formally evaluated. Annual evaluations of teachers who are on limited or extended limited contracts pursuant to State law and are under consideration for nonrenewal shall, in the final contract year, include at least three formal observations of at least 30 minutes each and classroom walkthroughs. Evaluations of all other teachers shall include at least two formal observations of at least 30 minutes each and classroom walkthroughs. All teacher evaluations must be completed on or before May 1, with a written report of the evaluation results provided to the teacher on or before May 10.
 2. One additional observation can be scheduled if valid concerns are noted by the evaluator. Further observations can be scheduled by mutual agreement.
- C. With the exception of first-year teachers whose performance is deficient, teachers who are offered a contract and score less than 2.5 on the Summative Evaluation, may be referred to a trained resident educator mentor.
- D. To the extent permitted by law, the provisions of sections 9.01-9.05 supersede the evaluation procedures set forth in Ohio Rev. Code §3319.111.

9.06. Assignments, Transfers & Vacancies

- A. Assignments

1. Teaching assignments are for a period of one (1) year, but may be changed during the year upon the recommendation of the Superintendent.
2. Assignments will be made prior to the last working day of the school year for teachers.
3. The teacher must be notified in writing by the building principal of a change in his or her assignment. When a change in assignment must be made after the close of school, the teacher must be notified within one (1) week of the time the change is made, but no later than August 1st, except under highly unusual circumstances, such as a resignation after August 1st.
4. Where the Principal and teacher disagree on the assignment, a conference with teacher, principal, and Superintendent shall be held. The decision of the Superintendent is final.
5. In all assignments, the needs of the pupils, the general welfare of the school, and the personal desires of the teacher shall be considered.
6. By July 20 of each year, the Association shall be notified of the numbers and duties of certificated/licensed staff positions for the following academic year, existing vacancies, and the distribution of those positions by building, unit or department.
7. Teachers on a one (1) or two (2) year limited contract shall be assigned within the scope of their teaching certificates/licenses, to the extent possible.
8. To the extent possible, newly employed, inexperienced teachers shall be assigned to the lowest class size at their teaching level.
9. By April 1, the Assignment Intent form shall be distributed by the Board to all members of the bargaining unit. On or before April 15 this form will be completed and submitted by all members indicating assignment intention for the following school year.

B. Transfers

1. A transfer shall be defined as a permanent change in assignment or school building.
2. The Board and the Association recognize that it may be necessary to accomplish transfers. For example, transfers may become necessary to meet load conditions, to meet instructional requirements, to maintain a balance of experienced and inexperienced staff in a particular building.
3. For regular teaching contracts, the principals will notify all district teachers of all known openings by assignment and location that will be available the following school year before making any decisions on those changes. Within three (3) days, teachers desiring to request consideration for transfer shall notify their building

principal via email. All applicants shall be informed when the vacancy for which they have applied has been filled.

4. Teachers shall be retained in their original or similar assignments throughout their first two (2) years of employment to the extent possible.
5. In cases of involuntary transfer, teachers shall have the opportunity to meet with the Superintendent to discuss the transfer. When circumstances so permit, teachers so affected shall be given a choice of available open positions. In filling transfer positions, if teachers are equally qualified for the position, voluntary transfers shall be given priority over involuntary transfers.

C. Vacancies

1. This section applies to available permanent positions in the bargaining unit, or a hybrid position that involves administrative and teaching duties. A vacancy shall occur following the resignation, retirement, voluntary transfer, involuntary transfer, non-renewal, or termination. A newly-created position shall be considered a vacancy.
2. As a matter of policy, and not as a reflection on performance, extra-duty and co-curricular positions, except those on multiple year contracts, are automatically considered vacant for the next school year and will be posted by May 10, or as soon thereafter as they are known.
3. During the school year and until June 15, the Board shall internally post all vacancies as defined above, for at least five (5) calendar days prior to filling a vacancy. Thereafter, the Board may externally post such vacancies. Postings for internal vacancies shall be sent to all employees in the bargaining unit via email. From the end of the school year until the beginning of the following school year, employees who have an interest in the posted position, as expressed on their intent forms, will be personally notified by both the district and the association (intent forms may be revised at any time). When a vacant position occurs on or after July 1, and prior to the start of the ensuing school year, the Board may fill that vacant position by selecting someone from the "intent form" and not post the position. Or, if the position is not filled internally the Board may hire a new staff member for the vacant position. However, any vacancy that occurs during this time period but is not filled by the start of the ensuing school year shall be posted and filled in accordance with normal vacancy procedures.

The President of the Association shall also be given a copy of such vacancy notices. Such vacancies shall include the following: teaching positions, administrative positions, and extra-curricular positions.

4. Any certified/licensed teacher within the District applying for the vacant position will receive an interview. In filling the position, however, the Board shall consider

professional qualifications, background, attainments, and other relevant factors, including service in the District, as well as applicants from outside the District. If two or more applicants are equal in their qualifications, the position should be filled: 1) from within the District, and 2) by the teacher with the longest continuous service in the District. In all appointments to administrative positions, the Board's decision shall be final.

5. If requested, unsuccessful applicants shall be given the reasons for their not attaining the position.
6. Any teacher who shall be promoted or transferred to an administrative or supervisory non-bargaining unit position and shall later resume teacher status shall be entitled to retain such seniority as he or she may have had under this Agreement prior to such promotion or transfer. All time served in an administrative or supervisory capacity shall be credited toward placement on the salary schedule.

9.07. Personnel File

- A. There shall be one official personnel file. Subject to the Public Records Act of Ohio, this shall be considered a confidential file and the only official file of recorded information mentioned by the board and the Administration.
- B. Upon appointment with the Superintendent, a teacher will be given access to his or her own personnel file to review any document prepared by the teacher, college transcripts, progress evaluation forms prepared by the Principal or supervisor, but not confidential pre-employment information.
- C. An Association representative may be present at the teacher's option. such records will be made available in the Superintendent's office and shall not be removed from said office, but copies may be obtained upon request.
- D. All materials inserted by the Administration in the file of a teacher will be dated and sent to the teacher.
- E. Teachers have the right to attach a rebuttal to any item in the file.
- F. The Board will notify the teacher of any requests from the public to view or copy their file under the Public Records Act of Ohio.
- G. If a teacher disputes the accuracy, relevance, timeliness, or completion of information in the teacher's personnel file, the teacher may request the Administration to investigate the current status of the information. The Administration shall, not later than ninety (90) days after receiving the request, make a reasonable investigation to determine whether the disputed information is accurate, relevant, timely and complete, and shall notify the teacher of the results of the investigation and of the action that the Administration plans

to take with respect to the disputed information. The Administration shall delete any information that it cannot verify or that it finds to be inaccurate.

9.08. Personnel Complaint Procedure

A formal complaint is defined as an allegation that is written and signed by the complainant and submitted to the Principal. No formal complaint arising from a teacher's performance of duties as an employee of the Board by any parent, pupils or other person not employed by the Board, shall become a part of the teacher's personnel file without the following steps:

- A. A formal complaint concerning a teacher or teachers must be submitted in writing to the Principal. The Principal shall give a copy to the teacher or teachers.
- B. A meeting involving the teacher, the principal and the complainant will be arranged at a mutually convenient time to discuss the complaint. If the complainant refuses to meet the teacher and the Principal within thirty (30) days, the complaint will be withdrawn from the Principal's file and destroyed.
- C. If the complainant is not satisfied with the Principal's disposition of the complaint, the Principal shall attach a statement describing the manner in which the complaint was handled and forward the complaint to the Superintendent. The teacher may attach his or her own statement to the complaint.
- D. The complainant may appeal to the Superintendent, who will hold a hearing in which the participants shall include the involved teacher and the teacher's immediate supervisor. The complaining party may be present if the party desires.
- E. If the complainant or teacher is dissatisfied with the Superintendent's disposition of the complaint, the matter may be appealed to the Board, who shall hold a hearing in private during an official meeting, and then rule on the matter by action.
- F. In each of the steps above, either party may be accompanied by counsel and/or an Association Representative.
- G. Conferences regarding such matters shall be in private.

Procedures in this section are not applicable to alleged legal violations such as bullying, intimidation, harassment, criminal acts, and conduct unbecoming the teaching profession.

9.09. Professional Responsibility and Disciplinary Procedures

The Board and the Association recognize a mutual responsibility for promoting professional conduct that encourages quality in the educational process and reflects favorably upon the teaching profession. Breaches of professional conduct are subject to disciplinary procedure. Such breaches include, but are not limited to: abuses of sick leave and other leaves, tardiness, willful deficiencies in professional performance, violation of Board policies, regulations and administrative directions not inconsistent with the terms of this Agreement, and in violation of the terms of this Agreement.

Disciplinary action shall be defined as any written warning, written reprimand, suspension or discharge.

Before any meeting is called from which disciplinary action may result, the teacher shall be notified and shall be entitled to have present an Association representative.

Whenever the result of a reprimand or disciplinary action for any infraction of discipline, or delinquency in professional performance is reduced to writing by the administrator, the findings and decisions of the administrator shall be filed, in writing, in the teacher's personnel file, and a copy thereof given to the teacher. The teacher shall have the right to append a rebuttal statement to any statement, finding or decision with which he or she disagrees.

No teacher shall be disciplined without reasonable, factual and legally correct cause.

9.10. Privacy and Intellectual Freedom

The District affirms that teachers have a reasonable expectation of privacy and intellectual freedom. The District will have the right to access district computers and databases for reasons related to the health and safety of students and staff and the integrity of the instructional program.

9.11. Resident Educator Program

- A. The mentoring program is a way of providing quality on-the-job assistance for all teachers with a resident-educator license. The goal of this program is to provide teachers with assistance and suggestions to facilitate success in the classroom.
- B. Teachers in year 1 or 2 of the Resident Educator Program who are not taking the RESA shall be assigned a Resident Educator Mentor. Teachers in years 3 or 4 of the Resident Educator Program who are taking the RESA will be facilitated by the District lead mentor. All resident educators who have completed the RESA will be facilitated by the District lead mentor.
- C. Mentors will receive the following stipends:
 - 1. Resident Educator Mentor (teachers in Year 1 and 2): \$1,500 per teacher being mentored.
 - 2. District Lead Mentor (teachers in Year 3 or 4): \$1,000 flat fee regardless of number of assigned teachers.
- D. Mentors will be selected from teachers who have submitted a letter of interest to their building principal during the month of April but no later than the last contracted working day of the year prior to the mentoring. The selection team must include but is not limited to at least one (1) Principal, the lead mentor, and former mentor teachers. After consultation with the selection team, the Principal will make the final decision.
- E. The requirements for the position of mentor include:

1. Mentors shall have at least five (5) years of successful classroom experience, two of which must be in the District.
2. The mentor will have completed the appropriate, required training prior to the first day of the school year.
3. A Mentor will be assigned to the Resident Educator five (5) days before the first contracted day for teachers and reasonable attempt will be made to match the mentor and resident educator in the subject area and/or grade level. Every reasonable attempt will be made to make the assignment to the resident educator and mentors as fair and equitable as possible.
4. It is suggested that a mentor be assigned to no more than two (2) resident educators.
5. Should the mentor resign or be otherwise replaced, a proportionate stipend shall be made to the affected mentor teacher.
6. Mentors and resident educators will be granted at least three half days of release time for the purpose of completing classroom observations and necessary activities of the resident educator program.
7. All records and interactions between the mentor and the resident educator will be confidential between the two parties.

9.12. Teachers new to the District (non-resident educators)

- A. The mentoring program is a way of providing quality on-the-job assistance for all teachers new to the district. The goal of this program is to provide teachers with assistance and suggestions to facilitate success in the classroom.
- B. Mentors will be selected from teachers who have submitted a letter of interest to their building principal during the month of April but no later than the last contracted working day of the year prior to the mentoring. The selection team must include but is not limited to at least one (1) Principal, the lead mentor, and former mentor teachers. After consultation with the selection team, the Principal will make the final decision.
- C. The requirements for the position of mentor include:
 1. Mentors shall have at least five (5) years of successful classroom experience, two of which must be in the District.
 2. Mentors will be assigned to the new employee within thirty (30) calendar days of board approval and reasonable attempt will be made to match the mentor and new employee in the subject area and/or grade level. Every reasonable attempt will be made to make the assignment to the new employee and mentors as fair and equitable as possible.
 3. It is suggested that a mentor be assigned to no more than one (1) new teacher.

4. Should the mentor resign or be otherwise replaced, a proportionate stipend shall be made to the affected mentor teacher.
5. All records and interactions between the mentor and the new teacher will be confidential between the two parties.

9.13. Rehire of Retired Teacher

In the event the Board hires or rehires a teacher who has retired and is receiving benefits from a public retirement system, the following provisions will apply. These provisions expressly supersede all relevant provisions of the Ohio Revised Code, including but not limited to §§3319.08, 3319.11 and 3319.111 and all other applicable Ohio statutes.

- A. **Re-Employment.** The parties are committed to recruiting and hiring the best qualified teachers to fill vacancies. Rehired teachers must apply for each vacancy for which they wish to be considered, and compete with other applicants as a part of the selection process.
- B. **Break in Service and Seniority.** Retirement of a teacher from the District will be considered a break in service, and a teacher who is later rehired will be considered a newly hired teacher. Such a teacher will not acquire seniority, and will not have recall rights in the event the teacher is subject to a reduction in force.
- C. **Placement on Salary Schedule.** This provision expressly supersedes Ohio Rev. Code §3317.13 and other applicable laws. A retired teacher who is hired or rehired will be given credit for a maximum of ten (10) years of service, and the appropriate educational degree level, for purposes of placement on the salary schedule.
- D. **Sick Leave.** This provision expressly supersedes Ohio Rev. Code §124.39 and other applicable laws. A teacher who retires and is subsequently reemployed by the Board will begin employment with zero (0) days of accumulated sick leave, and will accrue and accumulate sick leave in accordance with the provisions of Article VIII of this Agreement. The Board may advance a re-employed teacher up to five (5) days of sick leave. Such a teacher is not eligible to convert sick leave to severance pay pursuant to Article V, Section 6.09 of this Agreement upon subsequent retirement.
- E. **Insurance Benefits.** A teacher who retires and is subsequently re-employed by the Board may enroll in insurance plans available to other teachers.

F. Contract.

(1) This provision expressly supersedes Ohio Rev. Code §3319.11 and all other applicable laws. A retired teacher who is hired or rehired will be employed on a limited contract for a term of one (1) year. Such contract will expire automatically by its own terms at the end of the school year, without the necessity of a resignation from the teacher, or without the necessity of Board action. Such teacher shall not be deemed re-employed when notice of nonrenewal is not given. Any further employment of the teacher will be pursuant to Paragraph B of this Section.

(2) This provision expressly supersedes Ohio Rev. Code §3319.08 and all other applicable laws. A retiree will not be eligible for continuing contract.

G. Evaluation. A retired teacher who is rehired will not be evaluated pursuant to the provisions of Article IX, Section 9.05 of this Agreement.

H. Applicability of Other Contract Provisions. Except to the extent specifically addressed in this Article, all provisions of this Negotiated Agreement apply to retired teachers who are rehired.

9.14. Children of District Teachers

The Board of Education shall allow bargaining unit members who live out of the district to enroll their children in Yellow Springs Schools without tuition.

ARTICLE X

WORK YEAR AND WORK DAY

10.01. Length of School Day

The teacher work day shall be set by the Principal in consultation with unit leaders and department heads, after the unit leader or department head has had the opportunity to consult with staff members, with the approval of the Superintendent and the Board. However, the length of the official teacher day shall not exceed seven and one-half (7-1/2) hours.

Any teacher who is required to participate in, supervise or sponsor an after-school activity, may leave school at the same time as the students if activity supervision necessitates it.

10.02. Conference and Preparation Periods

Each teacher's schedule shall include at least one (1) period daily for conference and preparation. It is understood that each teacher's preparation period shall consist of at least one (1) class period in the secondary school, at least sixty (60) minutes of daily plan time in the elementary school.

Building administration will strive to keep this daily plan time continuous unless the needs of the District dictate otherwise. These provisions may not apply to days in which the school day is shortened.

10.03. Duty-Free Lunch Period

Teachers shall have a duty-free, uninterrupted lunch period equal to a regular class period, or the length of the scheduled noon hour, and in no event less than thirty (30) minutes.

10.04. Beginning of the Year Meetings

Teachers are to attend district, building, and department or team meetings unless specifically excused by their building Principal or assistant Principal or, in the Principal's absence, their department head or team leader. To the extent possible, these meetings will be scheduled within the official teacher work day.

Of the two (2) teacher days prior to the opening of school, one (1) day may be used for district and building meetings, and the remaining one (1) day shall be reserved exclusively as a teacher work day.

On the final day of school, students will be dismissed 2 hours early and the time shall be reserved exclusively for teacher work.

WMEA day shall be reserved exclusively as a teacher work day.

The final teacher work day is an option day that can be taken prior to the start of the school year. The option day can be taken any day during the five (5) work days preceding the first required work day. Teachers using the option day must sign in and out in their building office.

For part-time employees, attendance at parent-teacher-student conferences, waiver days, professional development, teacher work days, etc. will be pro-rated equivalent to the employees FTE. A written job description for part-time employees shall be proffered by June 30 annually.

10.05 Final Student Day

On the final day of school, students will be dismissed two (2) hours early and the time shall be reserved exclusively for teacher work.

10.06 Final Teacher Work Day

The final teacher work day is an option day that can be taken prior to the start of the school year. The option day can be taken any day during the five (5) work days preceding the first required work day. Teachers using the option day must sign in and out in their building office.

10.07 WMEA Day

WMEA Day shall be reserved exclusively as a teacher work day.

10.08 Part-Time Employees

A written job description for part-time employees shall be proffered by June 30 annually.

For part-time employees, attendance at parent-teacher-student conferences, waiver days, professional development, teacher work days, etc., will be prorated to the equivalent of a full-time employee.

10.09 Severe-Weather Cancellation of Classes

On days when the weather is judged by the Superintendent or his or her designee to be too severe to safely send the District's school buses on their regular routes, all classes will be canceled.

10.10 Length of School Year

The work year of teachers covered by this Agreement shall consist of one hundred and eighty-four (184) days as set forth in the school calendar. In the event of calamity resulting in fewer student days than are required by law to constitute a minimum school year, the Board will negotiate an agreement with the Association to change the school calendar to meet minimum state requirements for days in session. Any such change in or extension of the calendar shall be considered part of the work year for teachers. Students will be in attendance for days to meet or exceed the minimum school year unless excused by calamity days as provided by law.

10.11 Parent-Teacher Conferences

Parent-teacher conferences will be organized at each building by the building principal in conjunction with the Association. If conferences are to be held after the teacher work day, trade days can be built into the district calendar. For every seven (7) hours of building specific parent-teacher conferencing after the teacher work day, one (1) trade day will be built into the calendar. This decision will be made before the end of each school year for the following year.

10.12 School Calendar

- A. The Association may submit a proposed calendar to the Superintendent by December 15 of each year.
- B. In determining the school calendar, the Superintendent will submit proposed plan(s) to the Association for membership input. The Association shall give written response to calendar proposal(s) within ten (10) days of receipt. Following receipt, and consideration of Association input, the Superintendent shall make a presentation to the Board.

ARTICLE XI
WORKING CONDITIONS

11.01. Class Size

The Board will strive to maintain class sizes within the following recommended parameters:

Grades K-3	1-22
Grades 4-6	1-25
Grades 7-8	1-26
Grades 9-12	1-28

The teacher-pupil ratio shall not exceed 1-25 in any building. The teacher-pupil ratio shall be determined by dividing the total school enrollment in each building by the total school teaching staff which is actively engaged in instruction, excluding special education teachers and pupils.

To the extent possible, newly employed, inexperienced teachers shall be assigned to the lowest class size at their teaching level.

11.02. Physical Facilities

General Conditions

- A. Telephone facilities shall be available in the school offices for teachers for their reasonable use. All personal long distance calls shall be charged to the teacher's home number.
- B. The Board will provide lounges and rest rooms for the use of adult staff in each building.
- C. The Board will provide adequate off-street parking for teachers, to the extent possible.
- D. The Board shall provide adequate attendance books, plan books, paper, pens, pencils, chalk, erasers, and other such consumable materials required for the performance of the teacher's daily routine. A budget amount will be communicated to each department, team or teacher prior to the beginning of the school year upon submission of the teacher's spending plan for the school year. The purchasing process will be defined in the employee handbook.
- E. Texts, library reference materials, maps, globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, and other tools of the teaching profession will be made available to the extent possible within budget restrictions.
- F. Instructional materials reflecting the multi-ethnic nature of our society shall be utilized wherever possible.
- G. Instructional materials that will not reflect sexual bias shall be utilized wherever possible.

- H. The Board shall assure that adequate custodial service is executed in each building so that students and staff may perform their daily routine in a clean and healthful environment.
- I. Building Maintenance - The Board shall assure that adequate building maintenance is executed in each building (within the financial limits of the District) so that students and staff may perform their daily routine in a safe and healthful environment. Repairs to the physical plant and repairs or replacement of equipment shall be made as promptly as possible.

11.03. Faculty Advisory Committee

- A. A Faculty Advisory Committee shall be established consisting of two (2) teachers from each building appointed by the Association to advise the Superintendent and the Board on matters of concern to teachers. Principals shall be invited to attend these meetings. The committee shall meet with the Superintendent and at least one Board member at least three (3) times per year or more often at the request of the Association, the Superintendent, or the Board, but in no case more than ten (10) times per year, unless by mutual agreement. The first meeting shall occur by October 31, the second by January 31, and the third by April 30. Responsibility for setting up these meetings rests with the Association.

11.04. Selection of Staff

A. Selection of Teachers

A candidate for a teaching position shall be defined as one of the most highly qualified applicants who is being seriously considered for recommendation for employment. Every candidate for a teaching position interviewed by the Principal shall be interviewed by at least two teachers from the applicant's subject area or team, whenever possible. The teachers' recommendations will be discussed with the Principal prior to his or her recommending a candidate to the Superintendent for employment.

B. Selection of Superintendent

1. When a vacancy in the position of Superintendent is to be filled by the Board, the Board shall consult with the Association about the qualifications for and the method of selection of the administrator.
2. A Consultative Committee consisting of two (2) teachers from each building may be appointed by the Association.
3. The Consultative Committee may interview each candidate who is interviewed by the Board and submit a written evaluation of the candidate for consideration by the Board.

C. Selection of Administrators

1. When a vacancy in the position of Principal, Assistant Principal, or other administrative position is to be filled by the Board, the Superintendent shall consult with the Association about the qualifications for and method of selection of the administrator.
2. A Consultative Committee consisting of three (3) teachers from the affected building or area may be appointed by the Association.
3. The Consultative Committee may interview each candidate who is interviewed by the Superintendent and submit a written evaluation of the candidate for consideration by the Superintendent.

D. General

The Board's decision on the appointment of Superintendent, administrator and teachers is final, and not subject to the Grievance Procedure.

11.05. Student Discipline

The Board recognizes its responsibility to give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the performance of their duties in school or in out-of-school functions in accordance with established Board policies and building procedures. Each teacher, however, bears the primary responsibility for maintaining proper control and discipline. In exercising his or her responsibility, the teacher shall assure that all disciplinary actions and methods invoked are reasonable and just and in accordance with the policies and procedures referenced above.

Each student also bears responsibility for maintaining proper self control and respect for the rights of others. In cases of students who do not respond to reasonable and just efforts of teachers to maintain control or discipline in school or at school functions, or who fail or refuse to obey rightful directives of teachers, or respond profanely or abusively to rightful directives of teachers, the administrators of the District shall take disciplinary action that is appropriate to the gravity of the offense, including the option of suspension or expulsion.

This section shall be interpreted and applied consistent with student rights under applicable law.

11.06. Student Suspension

- A. It is expected that students shall participate cooperatively with teachers or substitutes.
- B. The Principal or Assistant Principal and the teacher will cooperatively endeavor to achieve correction of student behavior through whatever avenues are reasonably available.
- C. It is expected by the Association that students who do not respond to reasonable efforts to correct behavior that disrupts the education process will be temporarily suspended from school and/or withdrawn from the affected class(es).

- D. Temporary suspension of students from school may be imposed only by a Principal, Assistant Principal or Superintendent.
- E. A teacher may exclude a pupil from the classroom temporarily when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the administration full particulars of the incident(s) as promptly as his or her teaching obligation will allow, but in no case later than the end of the teacher's day unless extenuating circumstances dictate otherwise. Before the Principal or Assistant Principal returns the student to the classroom, he or she shall inform the teacher of the corrective measures taken.

11.07. Student Placement

Any student who menaces a teacher or who vandalizes or deliberately damages a teacher's real or personal property, shall not be placed in a class or activity of that teacher, without the teacher's consent, for the remainder of the school year or a semester, whichever is greater. This section shall be interpreted and applied consistent with student rights under applicable law.

ARTICLE XII

NO STRIKE CLAUSE

12.01.

- A. The Association agrees that neither it nor its members nor any persons acting on its behalf will cause, authorize, support or take part in any strike (i.e., the concerted failure to report for duty, or willful absence of a teacher from his or her position, or stoppage of work or abstinence, in whole or in part, from the full, faithful and proper performance of the teacher's duties of employment) during the life of this Agreement.
- B. The Board will have the right to all remedies available at law for violation of this Article, including injunctive relief and/or damage against any person, group or organization violating this Article.

ARTICLE XIII
REDUCTION IN FORCE

13.01.

- A. Seniority shall be defined as the continuous service or employment as a teacher in the District, beginning with the first date the teacher reported for duty as a regular teacher. A regular teacher is defined as a teacher hired on a limited or continuing contract with appropriate placement on the adopted salary schedule. Continuous employment for the purpose of this section shall include:
 - 1. All Board approved leaves of absence,
 - 2. All time while on disability retirement up to a maximum of five (5) years, and
 - 3. All time during suspension if the teacher is later reinstated.
- B. If a reduction in staff becomes necessary (as defined in Section D), a teacher's contract shall be suspended in accordance with Section 3319.17 of the Ohio Revised Code. A teacher whose limited contract has been suspended shall be considered for reappointment to fill a subsequent vacancy for which he or she is qualified during the term of his or her contract. Written notification will indicate one (1) or more of the permissible reason(s) for reduction in teaching staff noted below in Section C. Teachers to whom this paragraph applies shall be notified of all vacancies.
- C. Reductions in teaching staff shall be made by the Board for the following reasons:
 - 1. Decrease in pupil enrollment.
 - 2. Suspension of schools or territorial changes affecting the school district.
 - 3. Return to duty of a regular teacher from leave or disability retirement.
 - 4. Elimination or reduction of courses of study provided that notice is given to the Association and teachers in potentially affected areas as early as possible, but no later than April 30. Additionally, the Superintendent shall sign applications for certification/licensure submitted by teachers in those potentially affected areas, when such applications meet the criteria established by the State Department of Education for certification/licensure. The application will be signed on a yearly basis as long as the teacher continues to make satisfactory progress toward permanent certification/licensure.
 - 5. Financial reasons.
- D. The Superintendent shall meet with representatives of the Association by April 30 to discuss the possible effects, resulting from the issuance of temporary certification/licensure, upon other members of the bargaining unit with regard to rights or RIF. The intent of this language is to allow members of the bargaining unit, who may

be directly or indirectly affected by the elimination or reduction of courses of study, ample time to protect their rights or RIF.

- E. Having made a determination that a reduction in staff and suspension of one (1) or more contracts is necessary, the Superintendent shall cause notice to be given to the affected teacher(s) by April 15 or as soon as practicable in case notice by April 15 is not possible. In any event, notice shall be given to the teacher(s) prior to recommendation of such action to the Board.
- F. In the event that staff reductions and subsequent suspension of contract(s) becomes necessary, the Association shall receive, along with all teachers to be reduced, a seniority list by tenure, including each teacher's area(s) of certification/licensure.
- G. All suspensions of contracts pursuant to this Article shall be made as follows:
 - 1. The suspension of contract shall occur to non-tenured teachers first by area of certification/licensure. The second decision point shall be teacher evaluation (based on three (3) most recent final evaluations, when available) and the third decision point is seniority.
 - 2. In the event two (2) or more teachers' continuous service began the same date, the date the Board authorized the contract shall take precedence. In the event, two (2) or more teachers were hired at the same Board meeting, the teacher with the most regular teaching experience shall be the next criteria for establishing seniority. If these criteria are also equal, then seniority shall be granted to the teacher who is certified to teach the greatest number of subjects.
 - 3. Should it become necessary to suspend the contract of any tenured teacher, such suspension shall be made from tenured teachers first based on teacher evaluation (based on three (3) most recent final evaluations, when available) and second on seniority.
 - 4. Retention rights shall accrue to all teachers with their respective contract status groups, but in no event shall a non-tenured teacher exercise retention rights over tenured teachers. The right to retention shall be limited to areas of certification/licensure, and no assignment shall be claimed outside of one's area(s) of certification/licensure.
 - 5. Part-time regular teachers shall have seniority and retention rights to their positions as provided by the contract without limitation due to their part-time status.
- H. Teachers whose contracts have been suspended for the reasons set forth in this Article shall have recall rights in the following order:
 - 1. First recall rights shall be given to tenured teachers first by area of certification/licensure. The second decision point shall be teacher evaluation

(based on three (3) most recent final evaluations, when available) and the third decision point is seniority. The first refusal by the tenured teacher to exercise a recall right shall not remove the teacher from the recall list. A second refusal in a succeeding year may remove the teacher from the recall list.

2. If the vacant area(s) cannot be filled by recall of tenured teachers, then non-tenured teachers shall be recalled first by evaluation results (based on three (3) most recent final evaluations, when available) and then by seniority according to area(s) of certification/licensure. The first refusal to exercise a recall right shall not remove the non-tenured teacher from the recall list. A second refusal in a succeeding year may remove the teacher from the recall list.
 3. Recall letters shall be sent by proof of sending mail. Teachers who choose to exercise their recall rights must reply in writing to the Board. This response must be postmarked no later than ten (10) calendar days following the date of mailing. Failure to reply shall be considered a refusal.
 4. It shall be the responsibility of teachers on the recall lists to keep the Board apprised of their current mailing address.
 5. It shall be the responsibility of the Board to see that teachers on the recall lists are fully informed in writing regarding the exercise of recall rights as described in Article XIII, Section I.
- I. The non-renewal of contracts shall not be used as a means to obtain reduction in the number of staff members.

ARTICLE XIV

EFFECTS OF CONTRACT

14.01. Severability

It is agreed that the matters contained in this Contract, except where specifically qualified elsewhere in this Contract, are not subject to further negotiations during the life of this Contract unless such matters can be clearly shown to:

- A. Fall within the definition of the scope of negotiations provided as section 2.02 of this Agreement.
- B. Conflict with newly enacted state or federal or local legislation rule or regulation, as shown below:

In the event there is a conflict between a provision of this Contract and O.R.C. 4117.10(a) or federal law, or valid rule or regulation adopted by a federal agency as determined by a court of competent jurisdiction, O.R.C. 4117.10(a) or federal law, or valid rule or regulation adopted by a federal agency, shall prevail as to that provision. All other provisions of this Contract which

are not in conflict with O.R.C. 4117.10(a) or federal law, or valid rule or regulation adopted by a federal agency, thereto, shall continue in full force and effect in accordance with their terms. The parties will meet to negotiate any necessary change in the Contract relative to the affected provision within sixty (60) days by demand of either party.

If, during the term of this Contract, there is a change in O.R.C. 4117.10(a) or federal law, or valid rule or regulation adopted by a federal agency pursuant thereto, which would invalidate any provision of this Contract, as determined by a court of competent jurisdiction, the parties will meet to negotiate any necessary change in the contract relative to the affected provision within sixty (60) days by demand of either party.

If, during the term of this Contract, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which requires the Board to develop policies that affect the term(s), condition(s) of employment, or working condition(s), then the parties will meet to negotiate the additional term, condition of employment, or working condition in an expedient manner, not to exceed thirty (30) days by demand of either party.

14.02. Complete Agreement

This Agreement incorporates the agreement reached by the parties on all issues which were subject of negotiation. This Agreement may be altered, changed, added to, deleted from or modified through the voluntary mutual consent of the parties in writing as an amendment to this Agreement.

14.03. Rights Under Law

Nothing contained herein shall be construed to deny to any teacher rights he or she may have under any other law.

14.04. Non-Discrimination

The Board will not discriminate against any employee in violation of any applicable law governing discrimination on the basis of race, color, creed, marital status, national origin, ethnicity, religion, age, sex, sexual orientation, pregnancy, disability, genetic information, or Association membership or activity.

14.05. Availability of Contract

A link to a true and accurate copy of the Contract shall be posted on the District's website shortly following complete execution and approval of the Contract by the parties.

14.06. Board Policies and Procedures

Board policies are available online. All teachers shall be notified when policies are added, changed or deleted.

14.07. Privacy in the Workplace

The Board will respect the right of the teacher to have a private desk and work materials. No teacher shall have his/her possessions searched while on school property without cause.


ARTICLE XV
DURATION OF CONTRACT


The board and the Association agree to abide by the terms of this Agreement. This Agreement is in full force and effect from August 1, 2019 through July 31, 2022.


YELLOW SPRINGS EXEMPTED VILLAGE
SCHOOL DISTRICT BOARD OF EDUCATION

By  9/20/19
Sylvia Ellison, Board Member Date

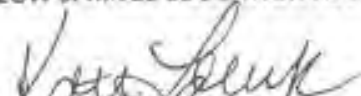
By  23 Sept 2019
Todd Turner, Board Member Date

By  9/10/19
Tammy Emerick, Interim Treasurer Date

By  9/19/19
Terri L. Holden, Superintendent Date

By  9-12-19
Matt Housh, Principal Date

YELLOW SPRINGS EDUCATION ASSOCIATION

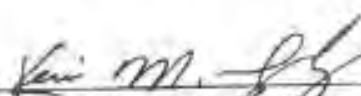
By  9/6/2019
Kate Lohmeyer, President/
Committee Member Date

By  9/06/2019
Sarah Amin, Committee Member Date

By  9/6/2019
Eli Hurwitz, Committee Member Date

By  9-6-19
Jaime Adolf, Committee Member Date

By  9-6-19
Peg Morgan, Committee Member Date

By  9/6/19
Kevin Lydy, Committee Member Date

By  9/8/19
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Teacher Evaluation Instrument

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Preface

Over the past decade, Ohio has made important education policy advances, with a focus on student learning and achievement, standards and accountability, which together have moved Ohio's kindergarten through 12th grade system forward in several important ways. Ohio is serious about its commitment to quality schools. The report of the Governor's Commission on Teaching Success was followed by the passage of Senate Bill 2 in 2004, which mandated the creation of the Educator Standards Board. The Board was charged with the creation of the Ohio Standards for the Teaching Profession, the Ohio Standards for Principals and the Ohio Standards for Professional Development.

House Bill 1 in 2009 directed the Educator Standards Board to recommend model evaluation systems for teachers and principals to the State Board of Education for their review and adoption. The Ohio Teacher Evaluation System (OTES) was created in response to this mandate and designed to be used to assess the performance of Ohio teachers.

The OTES was collaboratively developed by Ohio teachers, school administrators, higher education faculty, and representatives from Ohio's professional associations, in collaboration with national experts in the area of teacher evaluation. The scope of work of the Ohio Teacher Evaluation Writing Team during 2009-2011 included extensive study of model evaluation systems throughout the country. Many well recognized state and district systems were examined in depth, including the District of Columbia Public Schools, Delaware, New Mexico, North Carolina, and Colorado. The nationally recognized work of Charlotte-Durham, Laura Green, The New Teacher Center, and Learning Point Associates/American Institutes for Research (AIR) was utilized. This research and the collaboration of these national experts informed the components, processes, and tools included in the OTES. The OTES is designed to be research-based, transparent, fair and adaptable to the specific contexts of Ohio's districts (rural, urban, suburban, large, and small). The evaluation system builds on what we know about the importance of ongoing assessment and feedback as a powerful vehicle to support improved practice.

It is anticipated that as districts design or revise their teacher evaluation system, the OTES will be used as a model. The teacher evaluation is required by Ohio Revised Code:

- o Provides for multiple evaluation factors, including student academic growth which shall account for fifty percent of each evaluation;
- o Is aligned with the standards for teachers adopted under section 3319.01 of the Revised Code;
- o Requires observation of the teacher being evaluated, including at least two formal observations by the evaluator of at least thirty minutes each and classroom walk-throughs;
- o Assigns a rating on each evaluation conducted under sections 3319.02 and 3319.111 of the Revised Code in accordance with the following levels of performance: accomplished, skilled, developing, or ineffective;
- o Requires each teacher to be provided with a written report of the results of the teacher's evaluation;
- o Implements a classroom-level, value-added program developed by a nonprofit organization as described in division (B) of section 3302.021 of ORC;
- o Identifies measures of student academic growth for grade levels and subjects for which the value-added program is prescribed by section 3302.021 of the Revised Code and apply;
- o Provides for professional development to accelerate and continue teacher growth and provide support to poorly performing teachers; and
- o Provides for the allocation of financial resources to support professional development.

It is our hope that districts and boards of education across the state will find this model useful in improving the assessment of teachers and in strengthening their professional growth.

Definition of Teacher Effectiveness

The scope of work of the Ohio Teacher Evaluation Writing Team during 2009-2010 included and covers study of model evaluation systems throughout the country. Many state systems were examined in depth (e.g., District of Columbia Public Schools, Delaware, New Mexico, Colorado) for a standards-based definition of teacher effectiveness. Research was supplemented by the work of Charlotte Danielson, Laura Coe, New Teacher Center, and Learning Point Associates.

After conducting extensive research, the following definition of teacher effectiveness was developed by educational practitioners in Ohio and is reinforced by Ohio's Standards for the Teaching Profession. Clearly the research supports the direct connection between effective teaching and high student achievement.

Inherent in this definition is the expectation that all students will demonstrate a minimum of one year of growth based on standard and reliable measures.

Effective teachers:

- Understand student learning and development, respect the diversity of the students they teach, and hold high expectations for all students to achieve and progress at high levels;
- Know and understand the content areas for which they have instructional responsibility;
- Understand and use varied assessments to inform instruction, and evaluate and ensure student learning;
- Plan and deliver effective instruction that advances the learning of each individual student;
- Create a learning environment that promotes high levels of student learning and achievement for all students;
- Collaborate and communicate with students, parents, other teachers, administrators and the community to support student learning; and
- Assume responsibility for professional growth and performance as an individual and as a member of a learning community.

Ohio Teacher Evaluation System (OTES) Model Organization

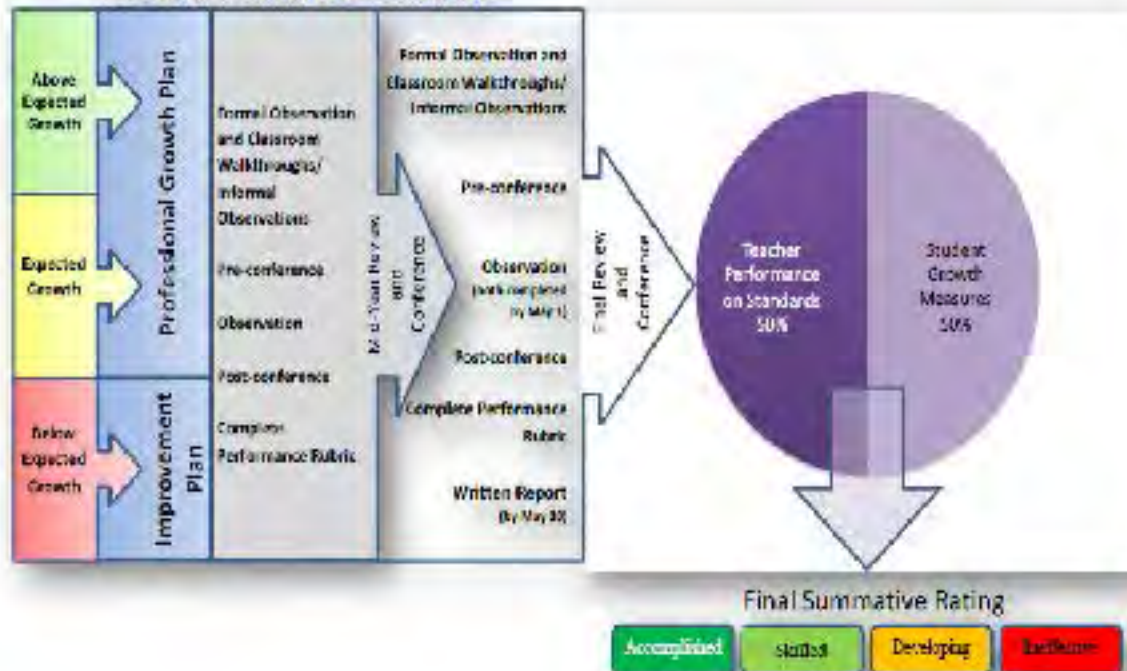
The OTES model is designed to provide support for the implementation of the Ohio State Board of Education approved framework. It is representative of three years of committee work that includes a field test and pilot. This model is a professional growth model and is intended to be used to continually assist educators in improving teacher performance. This process is to be collaborative and in support of the teacher.

Information contained in this model is organized to address

- Teacher Performance
- Student Growth Measures
- Implementing the OTES Model
- Appendix A: Teacher Performance Rubric
- Appendix B: Guidance on Combining Teacher Performance Measures

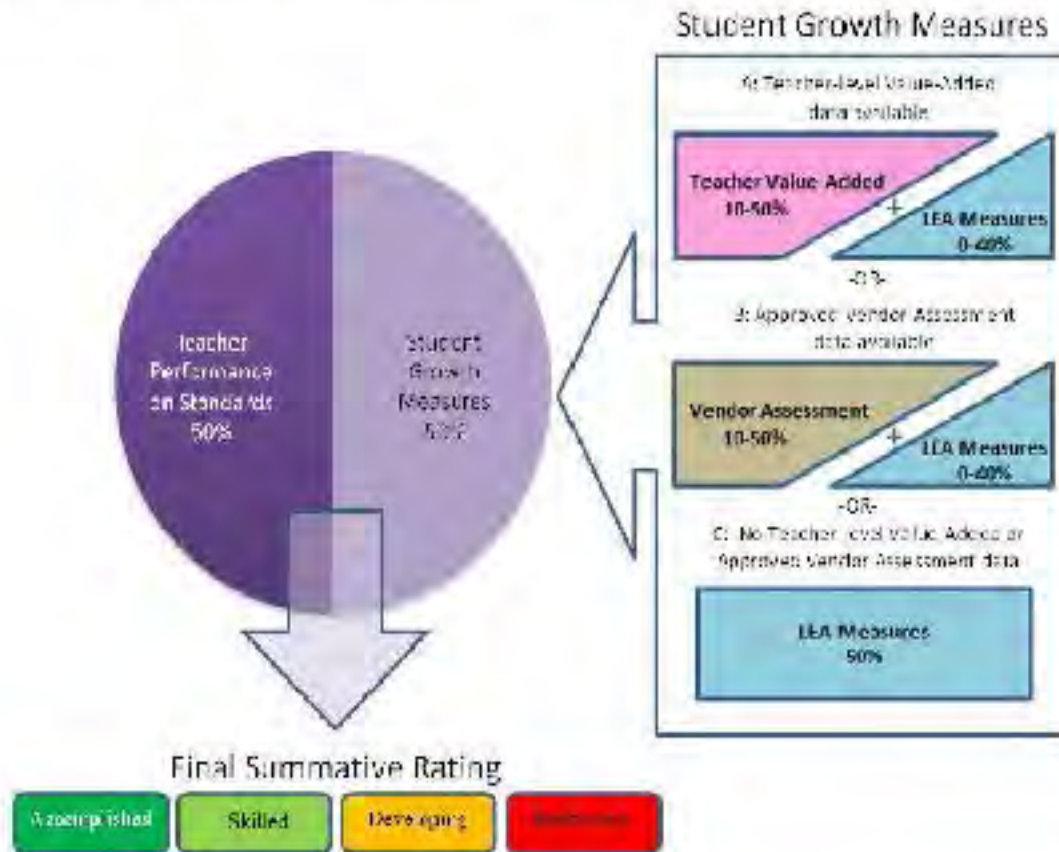
Teacher Performance Teacher performance is determined by using a rating rubric (Teacher Performance Evaluation Rubric) consisting of indicators based on the Ohio Standards for the Teaching Profession. The evaluation process requires the evaluator to use evidence gathered in a variety of avenues (professional growth or improvement plan, observations, walkthroughs, and conferences) to determine a teacher performance rating.

Teacher Performance on Standards



Student Growth Measures

Student growth measures shall account for fifty percent (50%) of the teacher evaluation. For the purpose of use in the OTES model, student growth is defined as the change in student achievement for an individual student between two or more points in time.



In Ohio's IFA the student growth component will be comprised of a combination of the following measures based on data availability and IFA decisions.

A	Teacher Value-Added	<ul style="list-style-type: none"> • MUST use if available <ul style="list-style-type: none"> o 10-50% if applicable o Based on implementation of reading and math goals for o Extended reporting (other grades and subjects) being piloted • EVAAS Value-Added metric, aggregated across subject areas <ul style="list-style-type: none"> o 1-year report or 2- or 3-year rolling average, based on availability
B	Vendor Assessments	<ul style="list-style-type: none"> • MUST use if IFA has assessment in place <ul style="list-style-type: none"> o 10-50% if applicable and in Value-Added data available • From ODE Approved List <ul style="list-style-type: none"> o Vendors demonstrate how assessment can measure growth
C	LEA-Determined Measures	<ul style="list-style-type: none"> • MAY use IFA guideline (Teacher Groups A & B) <ul style="list-style-type: none"> o 0-40% if used in combination with Type One or Two measures • MUST use (Teacher Group C) <ul style="list-style-type: none"> o 50% if no Type One or Two data available • Three types of LEA-Determined Measures <ul style="list-style-type: none"> o Student Learning Objectives (SLOs) process for using measures that are specific to relevant subject matter. Measures for SLOs may be district-developed and may include: <ul style="list-style-type: none"> • District approved, locally developed assessments • Pre/Post assessments • Interim assessments • Performance-based assessments • Portfolios o Shared attribution measures to encourage collaborative goals and may include: <ul style="list-style-type: none"> • Building or District Value Added is recommended if available • Building teams (building or level area) may utilize a composite Value-Added score • Performance Index gains • Building or District based SLOs o Teacher Group A (with Value-Added) may also use Vendor assessments as a LEA-determined measure if using both

The combination of measures within the CTES model will vary depending on the grades and subjects taught. The guidelines and further information given will be updated as research and best practices emerge to inform decisions. Please see the Ohio Department of Education webpage for more information. The combination of measures will fall into three categories: a) Teachers with Value-Added data available; b) Teachers with approved Vendor Assessment data available; c) Teachers with no Teacher-Level Value-Added or Approved Vendor Assessment data available. Some combinations of measures, based on IFA decisions, may include a shared attribution measure such as building level data.

Why measure student growth?

According to the National Comprehensive Center for Teacher Quality (NCTQ), the focus on evaluating educators by measuring growth rather than attainment is fairer to teachers and principals whose students enter classrooms well below grade level. These measures have the potential to inform instruction, build stakeholder commitment, provide critical dimension to the assessment of teacher effectiveness, and, most important, improve student performance across a broader set of expectations.

Important terms and definitions

Student growth. For the purpose of use in evaluation systems, student growth is defined as “the change in student achievement for an individual student between two or more points in time” (excerpted from *Measuring Student Growth for Teachers in Non-Tested Grades and Subjects: A Primer*).

Tested grades and subjects. The US Department of Education (ED) defined “tested grades and subjects” as those covered by the state’s assessment under the ESEA and “non-tested grades and subject” as those without such data. Therefore the definition of student growth requires individual student achievement data from two or more points in time. This definition typically limits the tested grades and subjects to grades 4–10 in the subjects of English language arts and mathematics. In Ohio, this is limited to reading and math, grades 4–8.

Value-Added, in Ohio. Value-added refers to the EVAAS Value-Added methodology. This is distinct from the more general use of the term “value added” which can represent a variety of statistical modeling techniques. The Ohio, EVAAS Value Added measure of student progress at the district and school level has been a component of the Ohio Accountability system for several years. Ohio’s Race to the Top plan provides for the expansion of Value Added to the Teacher level. Additionally, the EVAAS data reporting system has added several helpful features to help educators use this important data. DataLife for Kids (DLK) is providing professional development and other related services across the state.

Vendor Assessment. Ohio Revised Code requires the Department to “develop a list of student assessments that measure mastery of the course content for the appropriate grade level, which may include nationally normed standardized assessments, teacher certification examinations, or end-of-course examinations” for grade levels and subjects for which the Value Added measure does not apply (the “non-tested” grades). DOE released a Request for Qualifications (RFQ) whereby interested vendors could demonstrate qualifications. The List of approved assessments will be maintained and updated by DOE.

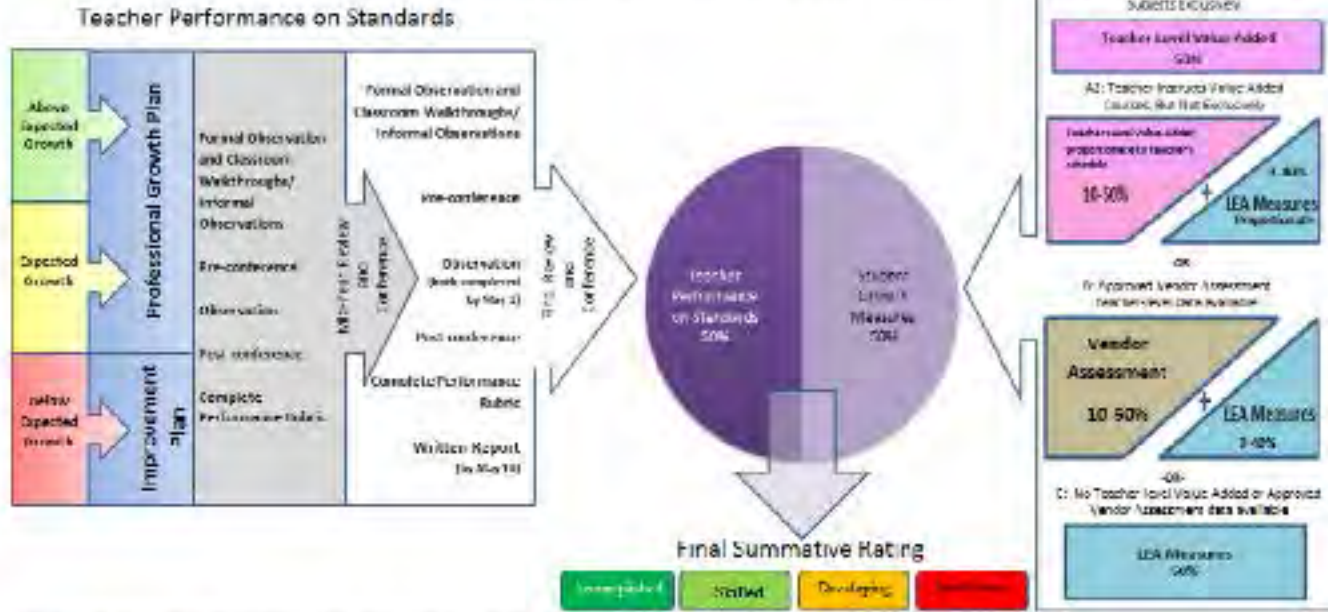
Student Learning Objectives (SLOs). SLOs are goals identified by a teacher or group of teachers that identify expected learning outcomes or growth targets for a group of students over a period of time. SLOs are determined by teachers after analyzing data on student academic performance and identifying areas in need of targeted effort for all students and subgroups of students. As a way to measure student growth, SLOs demonstrate a teacher’s impact on student learning within a given interval of instruction. Further, they enable teachers to use their own knowledge of appropriate student progress to make meaningful decisions about how their students’ learning is measured. As a collaborative process, SLOs also support teacher teams in their use of best practices.

Multiple measures. The teacher evaluation framework is based on multiple measures of performance and student growth. It is important that the holistic evaluation rating consider multiple factors across time. Accordingly, there are multiple measures within teacher performance and student growth, within and across years. The student growth measures may include data from multiple assessments and subjects.

Teacher Value Added, by methodological definition, includes multiple measures on multiple levels. First, the EVAAS methodology incorporates students’ test histories (across all state tested subjects) in determining growth metrics. Second, Value Added creates effectiveness ratings for each tested grade and subject, as well as an aggregate composite rating. For example and analogies to Value-Added on the Local Report Card, a 5th grade teacher may have a Value-Added rating for 5th grade math, a separate rating for 5th grade reading, and an overall composite rating. Third, the Value-Added metric will eventually roll into a three-year average so that multiple years of multiple measures are represented.

Teacher performance and student growth measures are combined in a summative teacher evaluation rating.

Ohio Teacher Evaluation System (OTES)



*The student growth measure progress dimension shall be used in proportion to the part of a teacher's schedule of courses or subjects for which the dimension is applicable.

**50% of a teacher's schedule is compared only to courses or subjects for which value-added progress dimension is applicable.

Until June 30, 2014, the majority (>50%) of the student academic growth factor of the evaluation shall be based on the value added progress dimension. On or after July 1, 2014, the entire student academic growth factor of the evaluation shall be based on the value added progress dimension.

Each category's sub-rates are combined in the lookup table to determine rating. The vertical axis of the lookup table represents student growth measures, and the horizontal axis on the table represents teacher performance. By using the lookup table, a final summative rating will be determined.

		Teacher Performance			
		4	3	2	1
Student Growth	Exceeds	Exceeds	Achieved	Skilled	Developing
	Expected	Skilled	Skilled	Developing	Developing
	Needs	Developing	Developing	Unsatisfactory	Unsatisfactory

Professional Development

The district will provide all funding for required professional development as part of an improvement/growth plan.

Ohio Teacher Evaluation System Model

Implementing the OTES Model: Observation Process and Performance on the Standards

Assessment of Teacher Performance

All teachers, at all stages of their careers, will be assessed on their expertise and performance—in the classroom and school setting. A qualified evaluator is one who:

- possesses the proper certification/licensure to be an evaluator or the I.A. has deemed that peers may be evaluators
- has been approved as an evaluator by the local board of education
- has completed a state-sponsored OTES training
- has passed an online assessment using the OTES rubric.

Teachers will be evaluated in accordance with the provisions under 3305 of the negotiated agreement.

The Formal Observation Process

Observations of teaching provide important evidence when assessing a teacher's performance and effectiveness. As an evaluator observes a teacher engaging students in learning, valuable evidence may be collected on multiple levels. As part of the formal observation process, on-going communication and collaboration between evaluator and teacher help foster a productive professional relationship that is supportive and leads to a teacher's professional growth and development.

Pre-Conference (Optional depending on the type of observation): Planning and observation of classroom teaching and learning

When a pre-conference is used as part of the observation process, the evaluator and teacher discuss what the evaluator will observe during the classroom visitation. Impartial information is shared about the characteristics of the learners and learning environment. Specific information is also shared about the objectives of the lesson, and the assessment of student learning. The conference will also give the teacher an opportunity to identify areas in which she/he would like focused feedback from the evaluator during the classroom observation. The communication takes place during a formal meeting and a record of the date(s) should be kept. The purpose of the pre-observation conference is to provide the evaluator with an opportunity to discuss the following:

- Lesson or unit objective(s)
- Prior learning experiences of the students
- Characteristics of the learners/learning environment
- Instructional strategies that will be used to meet the lesson objectives
- Student activities and materials
- Differentiation based on needs of students
- Assessment (data) collected to determine student learning
- Share information that may not be collected during the class visit
- Provide evidence in areas of instructional planning, instruction & assessment, and professionalism

Ohio Teacher Evaluation System Model

Implementing the OTES Model: Observation Process and Performance on the Standards

Formal Observation: Gathering evidence of teacher performance

Teachers will participate in a minimum of two formal observations. A formal observation consists of a visitation of a class period or the viewing of a class lesson. The observation should be conducted for a minimum of 30 minutes. During the classroom observation, the evaluator documents specific information related to teaching and learning. Each formal observation will be analyzed by the evaluator using the *Teacher Performance Evaluation Rubric*. A narrative will then be completed by the evaluator to document each formal observation. The results of each formal observation are reviewed with the teacher during the post-observation conference. Formal observations will not include videotaping or sound recordings except with the written permission of the teacher.

Suggestions for Conducting the Post-Conference

1. Introduction/Greeting/Establish Length
 - Review Conference Process
 - General Impression Question"How do you think the lesson went?"

2. **Reinforcing the Teacher**
 - Identify an area of Reinforcement (ONLY one area)
 - Ask Self-Analysis Question
 - Provide evidence from notes
3. **Refining the Teacher's Skill**
 - Identify an area of Refinement (ONLY one area)
 - Ask Self-Analysis Question
 - Provide evidence from notes
 - Give a recommendation for future practice
4. Present evidence and rating connected to the rubric

Classroom walkthroughs are informal observations, typically between 3-10 minutes. These may occur frequently and are most often unannounced. Class walk-throughs should be discussed with teachers at the next scheduled evaluation meeting.

Post-Conference: Reflection, reinforcement, and refinement

The purpose of the post-observation conference is to provide reflection and feedback on the observed lesson and to identify strategies and resources for the teacher to manipulate lessons to increase effectiveness. Following the lesson, the teacher reflects on the lesson and how well the student learning outcomes were met. Professional conversations between the evaluator and the teacher during the Post-Conference will provide the teacher with feedback on the observed lesson, and may identify additional strategies and resources. The evaluator will make recommendations and comments that may become part of a teacher's professional development plan.

In general, the discussion between the evaluator and teacher needs to focus on how successful the lesson was (reinforcement) and areas needing further support (refinement). Teachers may bring additional evidence that supports the lesson observed to share with the evaluator at the conference. The evaluator may consider this as evidence of student learning or evidence to support the teacher's performance.

Combining Measures to Obtain a Holistic Rating

Strong teacher evaluation systems rely on ongoing collaboration and honest conversation between teachers and their evaluators. The foundation of such a system is the transparent, two-way gathering and sharing of evidence that informs the teacher performance ratings at the end of the year. Some teacher behaviors are observable in the classroom while other evidence may include formal conferences, informal conversations, evidence of practice, other input. The model Ohio Teacher Evaluation System describes opportunities for teachers and evaluators to discuss evidence, build a common understanding of the teacher's current practice, and identify areas for future growth. Regular check-ins also help evaluators manage the inherent time burden of gathering and organizing evidence by sharing the responsibility with the teacher and arranging evaluators to document teacher practices as they occur.

For suggested step-by-step guidance for evaluators to review and analyze multiple data points that inform teacher performance ratings, please see Appendix C: Using Evidence to Inform Holistic Performance Ratings.

Assessment of Student Growth

Student growth measures shall account for fifty percent (50%) of the teacher evaluation. For the purpose of use in the OTES model, student growth is defined as the change in student achievement for an individual student between two or more points in time. In Ohio's OTE (the student growth component) will be comprised of a combination of two or more measures of Value-Added scores, Vendor-related assessments, and ILEA-determined Student Growth Measures.

Three categories of teachers based on availability of teacher Value-Added and ILEA determine:

It is important to note that the combination of measures within this general framework will vary depending on the grades and subjects taught. There is not enough research yet to say which combination of measures will provide the most accurate and useful information about teacher effectiveness. Therefore, these guidelines shall be updated as research and best practices emerge to inform revisions. Subsequently, the specific student growth components will be divided into three categories for teachers based on the availability of teacher Value-Added and ILEA determine:

A: Teacher-level Value-Added data available



B: Approved Vendor Assessment data available



C: No Teacher-level Value-Added or Approved Vendor Assessment data available



As the teacher evaluation system is implemented and matures, LEAs may consider a phased-in, stepped approach in designing percentage breakdowns within categories. Some student growth data will be based on the previous year's results (due to testing schedules and evaluation requirements for evaluation schedule). The Value Added metric will utilize three-year averages, which will self-manage on a rolling basis as ILEA implement Teacher Value-Added on a phased-in schedule beginning in 2010-11.

A student growth committee will be developed and consist of teachers and administrators. The committee will be charged with providing guidance and approving SLO's [Student Learning Objectives] & SGM's [Student Growth Measures] for submission to the superintendent for final approval.

Teacher Performance Evaluation Rubric

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

INSTRUCTIONAL PLANNING		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	FOCUS FOR LEARNING (Standard 4: Instruction) Sources of Evidence: Pre-Conference	The teacher does not demonstrate a clear focus for student learning. Learning objectives and/or assessment for the day are not clearly articulated in the lesson plan, and/or do not address the Ohio standards.	The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students, and addresses the Ohio standards, but does not state measurable goals.	The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goals for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and the appropriate focus for students.	The teacher establishes challenging and measurable goals for student learning that align with the Ohio standards and address learning objectives for the day. The teacher demonstrates how they will address the standards and content area standards, and how they will assess student learning.
	ASSESSMENT DATA (Standard 5: Assessment) Sources of Evidence: 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 explains the advantages, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning.	The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating the results, formative, and/or summative assessment into lesson planning.	The teacher purposefully plans assessments and differentiated assessment choices to reach the full range of student needs, abilities, and learning styles, incorporating a range of assessment strategies, formative and summative assessment into lesson plans.
		The teacher does not use or only uses one measure of student performance.	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 employs a variety of formal and informal assessment techniques to collect evidence of student knowledge and skills and analyze data to effectively inform instructional planning and delivery.	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.

INSTRUCTIONAL PLANNING

	Ineffective	Developing	Skilled	Accomplished
<p>INSTRUCTIONAL PLANNING</p> <p>BRIDGE CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS (Standard 1: Student; Standard 2: Content; Standard 4: Instruction)</p> <p>Source of Evidence: ITC Conference</p>	<p>The teacher's knowledge and thinking in terms of the subject's prior knowledge, so the teacher may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.</p>	<p>The teacher makes an attempt to connect the lesson to students' prior knowledge, to previous lessons or future learning but it is not completely successful.</p>	<p>The teacher makes clear connections between students' prior knowledge and future learning, both explicitly to students and within the lesson.</p> <p>The teacher plans and sequences instruction to include the important content, concepts, and processes in a school and district curriculum, priorities and in state standards.</p>	<p>The teacher uses the important connections to content, thinking processes, 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 so as well as provides opportunities for students to apply learning from different content areas to solve problems.</p> <p>The teacher plans and sequences instruction that reflects an understanding of the prerequisite relationships among the important content, concepts, and processes in school and district curricula in priorities and in state standards as well as multiple pathways for learning depending on student needs. The teacher accurately explains how the lesson fits within the structure of the discipline.</p>
<p>KNOWLEDGE OF STUDENTS (Standard 3: Student)</p> <p>Source of Evidence: Analysis of Student Data ITC Conference</p>	<p>The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempt to find this information.</p> <p>The teacher's plan for instruction does not demonstrate an understanding of students' development, performance history, styles, cognitive abilities, learning preferences, experiences.</p>	<p>The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.</p> <p>The teacher's instructional plan shows appropriate analysis of student characteristics, evaluation of learning, performance history, and background knowledge, experiences, and the plan is appropriately tailored to the specific population of students in the classroom.</p>	<p>The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.</p> <p>The teacher's instructional plan shows appropriate analysis of the student's development, performance history, learning preferences, learning styles, and background and prior experiences.</p>	<p>The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information.</p> <p>The teacher's analysis of student data (demographic information, learning characteristics, learning styles, and student background) provides information that is directly connected to the data to specific instructional strategies and plans.</p> <p>The teacher plans instruction that identifies specific strategies, content, and delivery that will meet the needs of individual students and groups of students.</p>

Instruction and Assessment		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p>LESSON OBJECTIVE (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)</p> <p>Sources of Evidence: Formal Observation Classroom Walkthrough/ Informal Observation</p>	<p>Objectives, expectations, activities, feedback, or resources, and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking.</p> <p>The teacher fails to address student confusion or frustration and does not use effective questioning techniques during the lesson. The lesson is almost entirely teacher-directed.</p>	<p>Objectives, expectations, activities, and generally clear but the teacher may not fully clarify information based on students' questions about content or instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion.</p> <p>The teacher re-explains topics when students show confusion, but is not always able to provide an effective alternative explanation. The teacher attempts to employ purposeful questioning techniques, but may confuse students with the phrasing or timing of questions. The lesson is primarily teacher-directed.</p>	<p>Objectives, expectations, activities, and resources. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking.</p> <p>The teacher effectively addresses confusion by re-explaining topics when asked and ensuring understanding. The teacher employs effective, purposeful questioning techniques during instruction. The lesson is a balance of teacher-directed instruction and student-led learning.</p>	<p>Objectives, expectations, activities, content, and practice. The teacher uses well-defined, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques.</p> <p>The teacher accurately and proactively addresses confusion by presenting information in multiple formats and clarifying content before students ask questions. The teacher develops high-level understanding through effective use of varied levels of questions. The lesson is student-led, with the teacher in the role of facilitator.</p>
	<p>DIFFERENTIATION (Standard 2: Students; Standard 4: Instruction)</p> <p>Sources of Evidence: The Conference Formal Observation Classroom Walkthrough/ Informal Observation</p>	<p>The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.</p>	<p>The teacher does not attempt to develop an alternate set of materials to make the lesson accessible to most students though some students may not be able to access certain parts of the lesson and/or some may not be challenged.</p>	<p>The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group.</p>	<p>The teacher examines students' readiness, 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 content for how students will demonstrate mastery.</p>
	<p>RESOURCES (Standard 2: Content; Standard 4: Instruction)</p> <p>Sources of Evidence: The Conference Formal Observation Classroom Walkthrough/ Informal Observation</p>	<p>Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.</p>	<p>The teacher uses appropriate instructional materials to support learning goals, but may not meet individual students' learning styles/needs or actively engage them in learning.</p>	<p>Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.</p>	<p>Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to all the levels of students, and actively engage them in ownership of their learning.</p>

Instruction and Assessment	Ineffective	Developing	Sifted	Accomplished
<p>CLASSROOM ENVIRONMENT Standard 1: Student Environment; Standard 2: Learning Environment; Standard 3: Collaboration and Communication</p> <p>Source of Evidence: Pre-Conference; Formal Observation; Classroom Walkthrough; Informal Observations</p>	<p>There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond inappropriately to students or ignore their questions or comments.</p> <p>There are no evident routines or procedures, students often ask for what they should be doing or are off-task.</p> <p>Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or too 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>Classroom management systems are not established or are implemented inconsistently and are not effective in addressing the needs of individual students. The teacher responds to misbehavior inappropriately.</p>	<p>The teacher is fair in the treatment of students and establishes a positive rapport with them. For example, the teacher utilizes varied methods and strategies to connect with students and respond to their needs and questions.</p> <p>Routines and procedures are in place, but the teacher may occasionally ignore or forget to check when they are necessary or clear.</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>Classroom management systems are established, but classroom procedures are not consistently addressed to the needs of individual students. The teacher responds to misbehavior in a timely manner.</p>	<p>The teacher has positive rapport with students and demonstrates respect for individual students. For example, the teacher provides eye contact and connects with individual students.</p> <p>Routines and procedures run smoothly throughout the lesson, and students consistently appropriate levels of responsibility for the classroom operations of the classroom.</p> <p>Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small groups and independent work).</p> <p>The teacher engages in two-way communication and offers a variety of options to support student learning.</p> <p>Classroom management systems are established that appropriately and consistently address the needs of individual students. Classroom procedures are consistently addressed to the needs of individual students.</p>	<p>The teacher has positive rapport with students and demonstrates respect for individual students and shared responsibility. For example, the teacher consistently greets and connects with individual students and demonstrates respect for shared responsibility.</p> <p>Routines are well-established and orderly and students exhibit responsibility in the efficient operation of the classroom.</p> <p>Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and teacher-directed activities.</p> <p>The teacher engages in two-way, ongoing communication with families that results in a clear message, consistency, and family partnerships. When needed, the teacher, learning, and other support</p> <p>Classroom management systems are well-developed, consistently, and supported with student input and responsibility for the classroom and individual student needs. Students are actively encouraged to take responsibility for the classroom. The classroom procedures for and strategies to best address the needs of students and consistently positive behaviors.</p>

Instruction and Assessment

		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	ASSESSMENT OF STUDENT LEARNING (Standard 1: Assessment)	The teacher does not routinely use assessments to measure student mastery.	The teacher uses various methods 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 uses the classroom assessment results to reveal trends and patterns in individual and group progress and to anticipate learning obstacles.
	Sources of Evidence: Pre-Conference Formal Observation Classroom Walkthrough/ Informal Observations Post-Conference	The teacher utilizes a variety of methods to assess student 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 student understanding, makes adjustments and readjustments to instruction (whole-class or individual students). The teacher responds to student misunderstandings by providing additional clarification.	The teacher routinely checks for understanding and makes adjustments accordingly (whole-class or individual students). When an explanation is not effectively leading students to understand the concept, the teacher adjusts quickly and seamlessly within the lesson and uses an alternative way to explain the concept.
		The teacher utilizes a variety of methods in strategy for responding to student learning, even when state-level development is used in writing.	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 experiment with appropriate instructional strategies for groups of students.	In using student data from a variety of sources, the teacher appropriately adapts and tailors instruction, and tracks and adjusts learning activities based on the needs of individual students and differentiated them.
		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 when appropriate.	The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while assessing and evaluating. The teacher provides the opportunity for students to engage in self-assessment and share experiences of their own learning and achievement. The teacher uses student assessment results to reflect on their own teaching, and to evaluate, evaluate, analyze, and improve instruction to student learning.

Professionalism		Emerging	Developing	Skilled	Accomplished
PROFESSIONALISM	Professionalism Professionalism Standard 2: Collaboration and Communication Standard 3: Professional Responsibility and Growth	<p>The teacher fails to communicate clearly with students and families or collaborates effectively with professional colleagues.</p>	<p>The teacher uses a variety of strategies to communicate with families and leaders and collaborates with colleagues, but these efforts are infrequent or only for specific purposes for a particular situation or activity. The interactions are one-way.</p>	<p>The teacher uses effective communication strategies with students and families and works effectively with colleagues to create a positive school culture, manage individual work, and address legal and ethical issues.</p>	<p>The teacher communicates effectively with students, families, and colleagues. The teacher collaborates with colleagues to improve professional and personal growth and to address school and district policies, procedures, and legal and ethical issues. The teacher models effective communication strategies.</p>
	Standards of Evaluation: Professional Development Plan and Improvement Plan Pre-conference Post-conference Self-reflection with others	<p>The teacher fails to understand and follow regulations, policies, and agreements.</p>	<p>The teacher understands and follows district policies and state and federal regulations at a minimal level.</p>	<p>The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds district policies and state and federal regulations.</p>	<p>The teacher meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom.</p>
		<p>The teacher fails to demonstrate a commitment to growth by attending professional development and to responsibility identifying areas for professional development.</p>	<p>The teacher identifies strengths and areas for growth in learning and implements targeted goals for professional growth.</p>	<p>The teacher sets and meets goals and implements professional goals and takes action to meet those goals.</p>	<p>The teacher sets and meets goals and identifies and implements professional goals. The teacher analyzes current and analyzes student learning evidence.</p>

Ohio Teacher Evaluation System Model

Implementing the OTES Model: Holistic Rating

Using Evidence to Inform Holistic Performance Ratings

Defining the Performance Ratings

In accordance with Ohio Revised Code 3309.112, the rubric describes four levels of teacher performance for each standard area. Each performance rating can also be described in more general terms, as a holistic rating of teacher performance:

<p>Ineffective:</p> <p>A rating of <i>Ineffective</i> indicates that the teacher consistently fails to demonstrate minimum competency in one or more teaching standards. There is little or no improvement over time. The teacher requires immediate assistance and needs to be placed on an improvement plan.</p>	<p>Developing:</p> <p>A rating of <i>Developing</i> indicates that the teacher demonstrates minimum competency in many of the teaching standards, but may struggle with others. The teacher is making progress but requires ongoing professional support for necessary growth in areas.</p>	<p>Skilled:</p> <p>A rating of <i>Skilled</i> indicates that the teacher consistently meets expectations for performance and fully demonstrates most or all competencies. This rating is the optimum, expected performance level for most experienced teachers.</p>	<p>Accomplished:</p> <p>A rating of <i>Accomplished</i> indicates that the teacher is a leader and model in the classroom, school, and district, exceeding expectations for performance. The teacher consistently strives to improve his or her instructional and professional practice and contributes to the school or district through the development and mentoring of colleagues.</p>
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Teacher evaluation relies on two key evaluation components: a rating of teacher performance and a rating of student academic growth, each weighted at fifty percent of each evaluation. The following guidance speaks to the Teacher Performance rating component, utilizing the state model Teacher Performance Evaluation Rubric. The following is suggested step-by-step guidance for evaluators to review and analyze multiple data points that inform teacher performance ratings.

Step 1: Gather evidence

1a. **Gather evidence** for each standard area. Group the evidence you have collected from time in the classroom, conferences and peer/peer interactions with the teacher in the ten standard areas of performance described by the Teacher Performance Evaluation Rubric.

1b. **Be consistent in gathering, recording, and sharing detailed, factual evidence.** Capture enough detail to accurately but succinctly describe the event, interaction, or behavior factually (without implied judgment or opinion in the recording). Share the facts with teachers throughout the year so that the information can be used as a basis for changes in practice.

1c. **Sort the evidence by standard area to determine where more information is needed.** As the year progresses, holes in evidence coverage across standard areas may emerge. If the evidence collected is organized by standard area after each observation, it will be automatically sorted by standard area and missing evidence will be apparent. Keep these standard areas in mind during future interactions with the teacher, since all standard areas are important for effective teaching practice.

Step 2: Issue holistic performance ratings

2a. Read all of the evidence collected up to that point within a standard area, looking for patterns. For example, if a teacher talks about wanting to improve an instructional technique in a pre-conference, demonstrates that technique in the first formal classroom observation and an informal classroom “walk-through,” and asks for feedback on the technique in the post-conference, that teacher is displaying a pattern of devoting attention to a particular area of practice. Note these patterns and take them into consideration when issuing a rating.

2b. Compare the evidence and patterns to the performance descriptors. After becoming familiar with the rubric, start by re-reading all of the Skilled performance descriptors in a standard area. Does the evidence exemplify this level of performance? Whether yes or no, look at the Accomplished or Developing performance level descriptors as well, to decide if either of them better aligns with the available evidence. If the Developing descriptor seems to be an appropriate match to the evidence, also read the Ineffective descriptor carefully to consider whether any evidence is at this level.

2c. Repeat the process above for each standard area, and then consider patterns of performance across standard areas. Once you determine a rating for each standard area, based on the available evidence from multiple interactions, look at the larger picture of performance across all standard areas. Although all standard areas are important for effective teacher practice, you may find it appropriate to more strongly weight patterns of behavior in one standard area over another. For example, if the teacher demonstrates a pattern of Developing behavior in the standard areas of Classroom Environment and Resources but exhibits widely Skilled patterns of behavior in the standard areas of Knowledge of Students and Lesson Delivery, you may use your knowledge of the situation to make sense of this information, finding the performance in the former two areas inhibits performance in other areas. As another example, you may find that some or the lost instructional time observed within a classroom is offset by the teacher’s intense attention to individual student needs demonstrated throughout the class time and elsewhere. In a different case, however, you might observe that a pattern of classroom management issues such as lost instructional time is significant enough to overshadow the teacher’s skilled performance in other categories. The key point is that no one standard area or performance should be considered in isolation, but should be analyzed in relation to all other areas of performance.

Step 3: Issue the end-of-year performance rating

3a. Consider all evidence from the year, paying attention to trends. In order to issue a teacher’s final performance rating for the year, return to the body of collected evidence rather than just the earlier standard areas or holistic ratings. Use the process outlined in examine the evidence in each standard area across the end of the entire year, taking into account observations, all conferences, and daily interactions. During this step, it is particularly important to consider trends in the teacher’s performance over time. Was the teacher consistent in his or her practice, did he or she improve, or did the teacher decline in one or more areas? If a pattern of evidence in a particular standard area displays a trend of behavior or practice, the evaluator may consider placing more emphasis on the area improvement or decline.

3b. Consider minimum thresholds of competency. Flag any instance of an ineffective rating as you prepare to issue the final performance rating. While the example of ineffective behavior should be examined within the entire context of the evidence collected for the teacher, consider that there are minimum thresholds of competency for each of the ten standard areas described in the Teacher Performance Evaluation rubric. It is possible that serious deficiency in one area can and should carry more weight than positive ratings in other areas. Rely on your professional judgment, supported by the evidence you have gathered, to decide if this evidence of ineffective practice is grounds to issue a final ineffective rating, taking into account how detrimental the displayed deficiency is to the teacher’s classroom, colleagues and school as a whole.

3c. Issue the final performance rating, summarize the supporting evidence, and offer areas of reinforcement and refinement. Complete the performance rating process by documenting the final teacher performance rating. Support your rating with evidence from formal and informal observations, artifacts provided by the teacher, and other appropriate evidence collected throughout the evaluation cycle. Provide written, targeted feedback on what professional growth needs to occur so that teachers have a clear understanding of the path to continuous growth and improvement and have concrete examples of supports that will help them improve practice.

3d. Final performance rating calculation. Appraisal ratings for final teacher performance side of the evaluation rating will be determined using these values:

Accomplished	3.25 - 4.00
Skilled	2.50 - 3.24
Developing	1.75 - 2.49
Ineffective	1.00 - 1.74

Educator Evaluation Timeline 2013-2014
Ohio Teacher Evaluation System (OTES)

Timeline	Superintendent/Designer	Principal	Teacher
August/September	<p>OTES</p> <ul style="list-style-type: none"> • District website complete ready to go • Set SGM parameters for district teachers and principals • Complete OTES Administrator Tool • Verify training needs • Send access to principals 	<p>OTES</p> <ul style="list-style-type: none"> • Verify teacher roster • Send access to teachers <p>OTES/OTIS</p> <ul style="list-style-type: none"> • Review individual teacher categories (RAT) and modify if needed <p>Observation process:</p> <ul style="list-style-type: none"> • Growth Plan or Improvement Plan • Observation Cycle 1 begins 	<p>OTES</p> <ul style="list-style-type: none"> • Log into account <p>OTES/OTIS</p> <ul style="list-style-type: none"> • Teacher V.A. will be downloaded • Vendor Assessments and IIR student growth measures currently entered <p>Self-evaluation process:</p> <ul style="list-style-type: none"> • (Optional and private) complete Self-Assessment • School evaluator if above expected student growth • Growth Plan or Improvement Plan • Observation Cycle 1 begins
October		<ul style="list-style-type: none"> • Observation/Walkthroughs Cycle 1 • Approve SLOs or Committee Approval of SLOs 	<ul style="list-style-type: none"> • Observation/Walkthroughs Cycle 1 • Submit SLOs for approval
November - April		<ul style="list-style-type: none"> • Observation/Walkthroughs Cycle 1 • Completion of Performance Rubric for Cycle 1 <p>.....</p> <ul style="list-style-type: none"> • Observation/Walkthroughs Cycle 2 • Completion of Performance Rubric for Cycle 2 	<ul style="list-style-type: none"> • Observation/Walkthroughs Cycle 1 • Upload artifacts as applicable <p>.....</p> <ul style="list-style-type: none"> • Observation/Walkthroughs Cycle 2 • Upload artifacts as applicable
May		<ul style="list-style-type: none"> • Completion of Observation Rubrics by May 1 <p>OTIS</p> <ul style="list-style-type: none"> • Determine bell curve rating for each teacher's performance and enter • Enter and verify each teacher's final SGM • Complete District Initial Teacher Review for each teacher • Written report to teacher by May 10 	<ul style="list-style-type: none"> • Complete final SGM scores and report to supervisor/principal
June	<ul style="list-style-type: none"> • Contract Renewed by June 1 • OTIS - Report approved teacher ratings to ODE 		

¹ The board must require at least three formal observations of each teacher who is under consideration for non-renewal and with whom the board has entered into a limited contract or an extended limited contract.

Yellow Springs Schools Observation Report (1 of 3)			
Teacher's Name:		School:	Grade Level/Subject:
Evaluator's Name:		School Year:	Walk Through Date(s):
Observation Date:			
Ineffective = I		Developing = D	Skilled = P
		Accomplished = A	
<p><i>Instructions: Please rate the teacher's performance using the space provided to provide the teacher with summary comments that support the rating. Evaluators may choose to focus on specific components rather than all components in the domain. If so, circle the component(s) in the left hand column that are the focus/foci of the observation.</i></p>			
Instructional Planning Self Assessment Rating	Instructional Planning Rating	Evaluator's Summary Comments	
S4	Focus for Learning	Focus for Learning	
S3	Assessment Data	Assessment Data	
S1.2.4	Prior Content Knowledge, Sequence and Connections	Prior Content Knowledge, Sequence and Connections	
S1	Knowledge of Students	Knowledge of Students	

Yellow Springs Schools Observation Report (2 of 3)

Teacher's Name:	School:	Grade Level/Subject:	
Evaluator's Name:	School Year:	Walk Through Date(s):	Observation Date:

Ineffective - I	Developing - D	Skilled - P	Accomplished - A
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Instructions: Please rate the teacher's performance using the space provided to provide the teacher with summary comments that support the rating. Evaluators may choose to focus on specific components rather than all components in the domain. If so, circle the component(s) in the left hand column that are the focus/foci of the observation.

	Instruction & Assessment Self Rating	Instruction & Assessment Rating		Evaluator's Summary Comments
S2.4.6	Lesson Delivery	Lesson Delivery		
S1.4	Differentiation	Differentiation		
S2.4	Resources	Resources		
S1.5.6	Classroom Environment	Classroom Environment		

Yellow Springs Schools Observation Report (3 of 3)

Teacher's Name		School		Grade Level/Subject	
Evaluator's Name:		School Year:	Walk Through Date(s):	Observation Date:	
Ineffective = I		Developing = D		Skilled = P	
Accomplished = A					
<p><small>Instructions: Please rate the teacher's performance using the space provided to provide the teacher with summary comments that support the rating. Evaluators may choose to focus on specific components rather than all components in the domain. If an entire component(s) in the left hand column that are the focus/lines of the observation.</small></p>					
	Professionalism Self Rating		Professionalism Rating	Evaluator's Summary Comments	
S6	Collaboration and Communication		Collaboration and Communication		
S7	Professional Responsibilities and Growth		Professional Responsibilities and Growth		

Yellow Springs Schools Summative Evaluation (page 1 of 2)

Teacher's Name:	School:	Grade Level/Subject:	
Evaluator's Name:	School Year:	Walk Through Dates:	Observation Dates:

Ineffective = I	Developing = D	Skilled = P	Accomplished = A
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Instructional Planning Rating	➔	
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Evaluation Comments:

Instruction & Assessment Rating	➔	
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Evaluation Comments:

Professionalism Rating	➔	
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Evaluation Comments:

Yellow Springs Schools Summative Evaluation (page 2 of 2)

Final Teacher Performance
Rating →

Final Student Growth
Rating →

Final Summative
Evaluation Rating →

Teacher Comments/Reflections
(optional but recommended)

I agree with the final evaluation score

I do not agree with the final evaluation score

Use the space below to comment on the evaluation process and outcomes.

Teacher's Signature

Date

Evaluator's Signature

Date

Final Summative Rating of Teacher Effectiveness

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

Check here if Improvement Plan has been recommended.

Teacher Signature ____ Date ____

Evaluator Signature ____ Date ____

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

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

APPENDIX E
GRIEVANCE FORM

Distribution of Form:
Step I: Immediate
Supervisor/Director
Step II: Superintendent
Step III: Mediation
Step IV: Arbitration

Grievance # _____

Name of Grievance: _____

Date Filed: _____

A. Date cause of grievance occurred: _____

B. Within ten (10) days of occurrence, an informal grievance was discussed with: _____

C. Date of informal discussion: _____

D. Statement of Grievant(s): _____

E. Specific Article(s) and Section(s) claimed to be violated: _____

F. Relief Sought: _____

Signature of Grievant: _____

Date: _____

Step 1 (Within 5 days of the Informal Discussion)

Received by: _____ Date: _____

Disposition of immediate supervisor/director: _____

Signature of Grievant(s): _____ Date: _____

Step 2: Referred to Superintendent (Within 5 work days of the response to Step 2)

Received by: _____ Date: _____

Disposition of Superintendent: _____

Signature of Grievant(s): _____ Date: _____

Step 3: Mediation (Within 10 work days of the response to Step 3)

Signature of consent by Superintendent: _____

Date: _____

Signature of consent by Grievant(s): _____

Date: _____

Step 4: Binding Arbitration Notification to Superintendent (Within 10 work days of Step 4)

Signature: _____ Date: _____

APPENDIX F
LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)

Mission: The mission of the Yellow Springs Exempted Village Schools LPDC is to foster and encourage professional staff development and ensure a fair and equitable processing of licensure.

Definition: The committee defines professional development as any course, activity, inservice or experience that enhances the educational growth of staff members to impact the learning of students in a positive way and support the mission of the District.

Bylaws

- A. Structure and Purpose:** In accordance with ORC 3319.22, the Yellow Springs Exempted Village Schools Local Professional Development Committee (LPDC) is established to review and implement standards and requirements for professional educator certificates and licenses. The LPDC shall decide equivalent activities toward Continuing Education Units (CEU's*); develop a format for Individual Professional Development Plans for district-wide use; establish a district-wide Entry-Year Program pursuant to Department of Education Rules and Regulations 3301-24-04; establish a Mentor Program as appropriate for the Entry-Year Program and/or other assistance; implement appropriate training for all members; maintain confidentiality; and to establish and implement an appeals procedure.
- B. Membership:**
- a. **Composition:** The LPDC shall be comprised of five (5) members. Three (3) shall be teachers. Two (2) shall be administrators.
 - b. **Appointment:** Three (3) teacher members shall be appointed as per YSEA Constitution and Bylaws. Two (2) administrative members shall be appointed by the Superintendent.
 - c. **Duties of the Committee:**
 1. Foster a standard of continuous improvement within the District.
 2. Promote alignment of professional growth with individual, student, building, and district needs and goals.
 3. Emphasize student learning and achievement.
 4. Guide the development of Individual Professional Development Plans.
 5. Consider a broad range of approaches to professional development.

* Ten (10) contact hours = one (1) CEU

6. Validate educator professional development by the approval and issuance of Continuing Education Units within the District.
- d. Term: Teacher members shall serve a term of two (2) years in a staggered rotation as per the YSEA Constitution and Bylaws. The terms of the administrative members will be at the discretion of the Superintendent.
- f. Vacancy: In the event there is a vacancy for a teacher member of the LPDC, a new member will be appointed per YSEA Constitution and Bylaws to fulfill the vacant term. Administrative vacancies will be filled by appointment of the Superintendent.

C. LPDC Operating Procedures:

- a. Organization: Members of the LPDC shall elect a chairperson. Additionally, the LPDC shall determine its operating procedures and schedule of meetings by consensus. Where consensus is not possible, a vote of the majority of the full membership of the committee shall be required for action.
- b. Removal of a Member: A member who is not fulfilling his or her duties on the LPDC may be removed for just cause by a vote of a simple majority of all other members of the committee.
- c. Teacher Individual Professional Development Plan: In accordance with ORC 3319.22 and the Department of Education Regulation 3301-24-08, each educator who desires to fulfill license or certificate renewal requirements is responsible for the design of an Individual Professional Development Plan (IPDP) subject to approval of the LPDC. The plan shall be based on the needs of the educator, the students, the school, and the District. The Individual Professional Development Plan must be approved by the LPDC at least two (2) years prior to issuance of a certificate or license.
- d. Completion of the IPDP: Educators will complete the IPDP on the prescribed form(s) and in the prescribed manner for the period of time remaining on any provisional or professional certificate(s)/license(s). If the IPDP is reviewed by the LPDC and pre-approved, the educator may work toward completion of identified goals throughout the life of the IPDP. The educator should maintain a log of professional growth activities for his or her own review and for later post-approval by the LPDC prior to the time of renewal. The educator should seek approval for any change in the IPDP during its life prior to implementing the change. It is likewise the responsibility of the educator to maintain a personal record of all locally approved CEU's and university transcripts. Previously approved IPDP's of teachers new to the District will be honored by the LPDC.
- e. Appeals Process: If the IPDP is rejected by the LPDC, the educator shall be given a copy of the IDPD review criteria with reasons for rejection clearly indicated.

Educators may then submit a revised plan within thirty (30) days of the initial rejection notice, or submit additional documentary materials or explanation to justify the plan. Either the educator or the LPDC may request a conference to discuss any such concerns.

In the event the LPDC does not approve an educator's IPDP or does not approve an educator's professional development used for renewal of a certificate or license, the educator should contact the LPDC Chairperson for direction concerning the initiation of an appeals process.

The appeals process shall include the following:

1. Rejection by the LPDC of the educator's IPDP and/or other professional development work applied to the renewal of a certificate or license.
2. The LPDC and/or educator should request consideration.
3. Following reconsideration, the LPDC again votes to approve or reject the revised proposal.
4. If the lack of approval still exists, the educator may request the formation of a three-person appeals panel which shall review and rule on the LPDC decision.
5. The panel shall consist of:
 - a. The YSEA President or his or her designee.
 - b. The Superintendent.
 - c. An educator chosen by the educator filing the appeal.
6. The appeals panel is the final step in the local resolution of the appeal.
7. An educator may appeal the decision of the local appeals panel to the Department of Education.
8. A final appeal may be made to the Court of Common Pleas.

Your Summary of Benefits



**Educational Purchasing Council - Yellow Springs
Blue Access® (PPO)
Effective October 1, 2016**

Please note: As we receive additional guidance and clarification from the U.S. Department of Health and Human Services, we may be required to make additional changes to your benefits.

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	\$100/\$200	\$200/\$400
Out-of-Pocket Limit (Single/Family)	\$1,000/\$2,000	\$1,500/\$3,000
Physician Home and Office Services (PCP/SCP) Primary Care Physician (PCP)/ Specialty Care Physician (SCP) Including Office Surgeries and allergy serum:	\$20/\$20	30%
○ allergy injections (PCP and SCP)	\$5	30%
○ allergy testing	10%	30%
○ routine and non-routine mammograms (regardless of outpatient setting)	No copayment/coinsurance	30%
○ diabetic education (regardless of outpatient setting)	\$20	30%
○ certain medical nutritional therapy (regardless of outpatient setting)	\$20	Not covered
○ MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies and non-maternity related Ultrasounds	10%	30%
Preventive Care Services Services include but are not limited to: Routine Exams, Pelvic Exams, Pap testing, PSA tests, Immunizations¹, Annual diabetic eye exam, Routine Vision and Hearing screenings		
○ Physician Home and Office Visits (PCP/SCP)	No copayment/coinsurance	30%
○ Other Outpatient Services @ Hospital/Alternative Care Facility	No copayment/coinsurance	30%
Emergency and Urgent Care		
Emergency Room Services	\$75	\$75
○ facility/other covered services (copayment waived if admitted)		
Urgent Care Center Services	\$35	\$35
Inpatient and Outpatient Professional Services Include but are not limited to:	10%	30%
○ Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams		
Blue 3.0		

Your Summary of Benefits

Covered Benefits	Network	Non-Network
Inpatient Facility Services (Network/Non-Network combined) Unlimited days except for: <ul style="list-style-type: none"> 60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) 180 days for skilled nursing facility 	10%	30%
Outpatient Surgery Hospital/Alternative Care Facility <ul style="list-style-type: none"> Surgery and administration of general anesthesia 	10%	30%
Other Outpatient Services (Combined Network & Non-Network limits) including but not limited to: <ul style="list-style-type: none"> Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services Home Care Services 90 visits (excludes IV Therapy) Durable Medical Equipment, Orthotics and Prosthetics Physical Medicine Therapy Day Rehabilitation programs Hospice Care Ambulance Services 	10% No copayment/coinsurance	30% No copayment/coinsurance
Outpatient Therapy Services (Combined Network & Non-Network limits) <ul style="list-style-type: none"> Physician Home and Office Visits (PCP/SCP) \$20/\$20 Other Outpatient Services @ Hospital/Alternative Care Facility 10% Limits apply to: <ul style="list-style-type: none"> Physical Therapy: 30 visits Occupational Therapy: 30 visits Manipulation Therapy: 12 visits Speech therapy: 20 visits 		30% 30%
Behavioral Health: Mental Illness and Substance Abuse² <ul style="list-style-type: none"> Inpatient Facility Services 10% Inpatient Professional Services 10% Physician Home and Office Visits (PCP/SCP) \$20/\$20 Other Outpatient Services. Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional 10% 		30%
Human Organ and Tissue Transplants³ <ul style="list-style-type: none"> Acquisition and transplant procedures, harvest and storage. 	No copayment/coinsurance	50%

Your Summary of Benefits

Covered Benefits	Network	Non-Network
Prescription Drugs: Administered by CVS/Caremark	See Your Prescription Benefit Plan Summary	See Your Prescription Benefit Plan Summary
Lifetime Maximum	Unlimited	Unlimited

Notes:

- All medical deductibles, copayments and coinsurance apply toward the out-of-pocket maximum (excluding Prescription Drug cost share options and Non-Network Human Organ and Tissue Transplant (HOTT) Services).
- Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance. However, the deductible does not apply to Emergency Room Services where a percentage (%) coinsurance applies to other covered services.
- Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent Age: to end of the month which the child attains age 26
- Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYNs and Geriatrics or any other Network Provider as allowed by the plan.
- Physicians Home and office visit copayment also applies if the office visit is billed with allergy injections.
- No copayment/coinsurance means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- Benefit period = calendar year
- Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.
- Private Duty Nursing – limited to 82 visits/Calendar Year.

1 These covered services are not subject to the deductible/copayment if you have a flat dollar copayment and if rendered without an office visit.

2 We encourage you to contact Our Mental Health Subcontractor to assure the use of appropriate procedures, setting and medical necessity. Refer to Schedule of Benefits for limitations. Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health parity.

3 Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.

Precertification:

Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.

Pre-existing Exclusion Period: none

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate, and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

Authorized group signature (if applicable)	Date
Underwriting signature (if applicable)	Date

Your Prescription Benefit Plan Copay Overview

Yellow Springs Exempted Village Schools

10/01/2016

	CVS/caremark Retail Pharmacy Network For short-term medications (Up to a 30-day supply)	CVS Caremark Mail Service Pharmacy For long-term medications (Up to a 90-day supply)
Generic Medications Ask your doctor or other prescriber if there is a generic available, as these generally cost less.	\$10 for a generic prescription	\$20 for a generic prescription
Preferred Brand-Name Medications If a generic is not available or appropriate, ask your doctor or healthcare provider to prescribe from your plan's preferred drug list.	\$20 for a preferred brand-name prescription	\$40 for a preferred brand-name prescription
Non-Preferred Brand-Name Medications You will pay the most for medications not on your plan's preferred drug list.	\$30 for a non-preferred brand-name prescription	\$60 for a non-preferred brand-name prescription
Refill Limit	None	None
Maximum Out-of-Pocket	\$3,000 per individual / \$6,000 per family	
Please Note: When a generic is available, but the pharmacy dispenses the brand-name medication for any reason other than doctor or other prescriber indicates "dispense as written," you will pay the difference between the brand-name medication and the generic plus the brand copayment.		

Where to fill your prescription

Choosing where to fill your prescription depends on whether you are ordering a short-term or long-term medication:

Short-term medications are generally taken for a limited amount of time and have a limited amount of refills, such as an antibiotic. You can fill prescriptions for these medications at any pharmacy in the CVS/caremark retail network.

- Choose from more than 68,000 network pharmacies nationwide, including independent pharmacies, chain pharmacies and 7,700 CVS/pharmacy locations.
- Find a participating pharmacy at www.caremark.com

Tip: To avoid filling out claims paperwork, bring your Prescription Card with you when you pick up your prescription, and use a pharmacy in the CVS/caremark retail network.

Long-term medications are taken regularly for chronic conditions, such as high blood pressure, asthma, diabetes or high cholesterol. You will generally save money by using mail service for these prescriptions.

Choose **one** of three easy ways to start using the CVS Caremark Mail Service Pharmacy:

1. Fill out and send in a mail service order form – use the one included in this welcome kit or print one at www.caremark.com
2. Visit www.caremark.com/faststart
3. Call FastStart toll-free at 1-800-875-0867

Customer Care

If you have questions about your prescriptions or benefits, you can contact Customer Care 24 hours a day, seven days a week. You can either e-mail customerservice@caremark.com or call toll-free at 1-888-202-1654 after your benefits begin. For TDD assistance, please call toll-free 1-800-863-5488.

Copayment, copay or coinsurance means the amount a plan member is required to pay for a prescription in accordance with a Plan, which may be a deductible, a percentage of the prescription price, a fixed amount or other charge, with the balance, if any, paid by a Plan.

Your feedback is important as it helps us improve our service. Please contact us with any questions or concerns at 1-888-202-1654.

Your privacy is important to us. Our employees are trained regarding the appropriate way to handle your private health information.

7471-2PRTF-50_MCOOP-0615



**Delta Dental PPO (Point-of-Service)
Summary of Dental Plan Benefits
For Group# 5630-8450, 8459
Yellow Springs Schools**

This Summary of Dental Plan Benefits should be read along with your Certificate. Your Certificate provides additional information about your Delta Dental plan, including information about plan exclusions and limitations. If a statement in this Summary conflicts with a statement in the Certificate, the statement in this Summary applies to you and you should ignore the conflicting statement in the Certificate. The percentages below are applied to Delta Dental's allowance for each service and it may vary due to the dentist's network participation.*

Control Plan – Delta Dental of Ohio

Benefit Year – January 1 through December 31

Covered Services –

	Delta Dental PPO Dentist Plan Pays	Delta Dental Premier Dentist Plan Pays	Nonparticipating Dentist Plan Pays*
Diagnostic & Preventive			
Diagnostic and Preventive Services – exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Emergency Palliative Treatment – to temporarily relieve pain	100%	100%	100%
Sealants – to prevent decay of permanent teeth	100%	100%	100%
Brush Biopsy – to detect oral cancer	100%	100%	100%
Radiographs – X-rays	100%	100%	100%
Periodontal Maintenance – cleanings following periodontal therapy	100%	100%	100%
Basic Services			
Minor Restorative Services – fillings and crown repair	80%	80%	80%
Endodontic Services – root canals	80%	80%	80%
Periodontic Services – to treat gum disease	80%	80%	80%
Oral Surgery Services – extractions and dental surgery	80%	80%	80%
Other Basic Services – misc. services	80%	80%	80%
Refines and Repairs – to bridges, implants, and dentures	80%	80%	80%
Major Services			
Major Restorative Services – crowns	60%	60%	60%
Prosthetic Services – bridges, implants, and dentures	60%	60%	60%
Orthodontic Services			
Orthodontic Services – braces	60%	60%	60%
Orthodontic Age Limit –	No Age Limit	No Age Limit	No Age Limit

* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. The Nonparticipating Dentist Fee may be less than what your dentist charges and you are responsible for that difference. Please refer to your Plan Certificate for more information on payment to Nonparticipating Dentists.

- Oral exams (including evaluations by a specialist) are payable twice per calendar year.
- Prophylaxes (cleanings) are payable twice per calendar year.
- People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.
- Fluoride treatments are payable twice per calendar year with no age limit.
- Benefits for bitewing X-rays are unlimited. Full mouth X-rays (which include bitewing X-rays) are payable once in any three-year period.

- Sealants are payable once per tooth per three-year period for the occlusal surface of permanent bicuspid and molars up to age 14. The surface must be free from decay and restorations.
- Veneers are payable on incisors, cuspids, and bicuspid once per tooth in any five-year period.
- Composite resin (white) restorations are Covered Services on posterior teeth.
- Metallic inlays are Covered Services.
- Porcelain and resin facings on crowns are optional treatment on posterior teeth.
- Implants and implant related services are payable once per tooth in any five-year period.
- Occlusal guards are payable once in any three-year period.

Having Delta Dental coverage makes it easy for you to get dental care almost everywhere in the world! You can now receive expert dental care when you are outside of the United States through our Passport Dental program. This program gives you access to a worldwide network of dentists and dental clinics. English-speaking operators are available around the clock to answer questions and help you schedule care. For more information, check our Web site or contact your benefits representative to get a copy of our Passport Dental information sheet.

Maximum Payment – \$2,500 per person total per Benefit Year on all services except orthodontics. \$2,000 per person total per lifetime on orthodontic services.

Deductible – \$25 Deductible per person total per Benefit Year limited to a maximum Deductible of \$50 per family per Benefit Year. The Deductible does not apply to diagnostic and preventive services, emergency palliative treatment, X-rays, sealants, brush biopsy, periodontal maintenance and orthodontic services.

Any expenses incurred by an eligible person for covered services during the last three months of a benefit year and applied to the Deductible for that benefit year will also be applied to the Deductible for the following Benefit Year.

Waiting Period – Employees who are eligible for dental benefits are covered. Coverage for eligible employees who are actively at work is effective on the date specified by the employer. Dependent(s) effective date: Eligible dependent(s) will become covered under the Plan on the later of the dates listed below, provided the employee has enrolled them in the Plan within thirty (30) days of meeting the Plan's eligibility requirements. The date the employee's coverage becomes effective. The date the dependent is acquired, provided any required contributions are made and the employee has applied for dependent coverage within thirty (30) days of the date acquired. Newborn children shall be covered from birth, regardless of confinement, provided the employee has applied for dependent coverage within thirty (30) days of birth. Coverage for a newly adopted child shall be effective on the date the child is placed for adoption, provided the employee has applied for dependent coverage within thirty (30) days of placement.

Eligible People – All regular employees as determined by the employer, shall be eligible to enroll for dental coverage under this plan. Yellow Springs Schools (8450) and Yellow Springs Schools COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985), enrollees (8459). The Employer and Subscriber may share the cost of this plan.

Also eligible at your option are your legal spouse, your unmarried dependent children to the end of the calendar year in which they turn 19, and your dependent unmarried children to the end of the calendar year in which they turn 24 if a full-time student or eligible to be claimed by you as a dependent under the U.S. Internal Revenue Code during the current calendar year. You and your eligible dependents must enroll for a minimum of 12 months. If coverage is terminated after 12 months, you may not re-enroll prior to the open enrollment that occurs at least 12 months from the date of termination. Your dependents may only enroll if you are enrolled (except under COBRA) and must be enrolled in the same plan as you. Plan changes are only allowed during open enrollment periods, except that an election may be revoked or changed at any time if the change is the result of a qualifying event as defined under Internal Revenue Code Section 125.

If you and your spouse are both eligible for coverage under this Contract, you may be enrolled together on one application or separately on individual applications, but not both. Your dependent children may only be enrolled on one application. Delta Dental will not coordinate benefits if you and your spouse are both covered under this Contract.

Benefits generally will cease on the last day of the month in which the employee is terminated or a dependent loses eligibility.

Customer Service Toll-Free Number: (800) 524-0149

www.DeltaDentalOH.com

July 15, 2015

Your Vision Benefits Summary



Get the best in eye care and eyewear with Yellow Springs Schools and VSP® Vision Care.

Using your VSP benefit is easy.

- **Create an account at vsp.com.** Once your plan is effective, review your benefit information.
- **Find an eye care provider who's right for you.** The decision is yours to make—choose a VSP provider or any out-of-network provider. To find a VSP provider, visit vsp.com or call 800.877.7195.
- **At your appointment, tell them you have VSP.** There's no ID card necessary. If you'd like a card as a reference, you can print one on vsp.com.

That's it! We'll handle the rest—there are no claim forms to complete when you see a VSP provider.

Best Eye Care

You'll get the highest level of care, including a WellVision Exam®—the most comprehensive exam designed to detect eye and health conditions. Plus, when you see a VSP provider, you'll get the most out of your benefit, have lower out-of-pocket costs, and your satisfaction is guaranteed.

Choice in Eyewear

From classic styles to the latest designer frames, you'll find hundreds of options. Choose from featured frame brands like bebe®, Calvin Klein, Cole Haan, Flexon®, Lacoste, Nike, Nine West, and more! Visit vsp.com to find a Premier Program location who carries these brands.

Plan Information

VSP Coverage Effective Date: 09/01/2018
VSP Provider Network: VSP Signature

Automatically get an extra \$20 to spend when you choose a featured frame brand like Anne Klein, bebe®, Calvin Klein, Flexon®, Lacoste, Nike, Nine West, and more. Visit vsp.com to find a provider who carries these brands.

Visit vsp.com or call 800.877.7195 for more details on your vision coverage and exclusive savings and promotions for VSP members.

¹Brands/Promotion subject to change.

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Benefit	Description	Copay	
Your Coverage with a VSP Provider			
WellVision Exam	<ul style="list-style-type: none"> • Focuses on your eyes and overall wellness • Once every service year 	\$10	
Prescription Glasses			
		\$25	
Frame	<ul style="list-style-type: none"> • \$150 allowance for a wide selection of frames • \$170 allowance for featured frame brands • 20% savings on the amount over your allowance • Once every other service year 	Included in Prescription Glasses	
Lenses	<ul style="list-style-type: none"> • Single vision, lined bifocal, and lined trifocal lenses • Once every service year 	Included in Prescription Glasses	
Lens Enhancements	<ul style="list-style-type: none"> • Polycarbonate lenses • Progressive lenses • Average savings of 35-40% on other lens enhancements • Once every service year 	\$0 \$50 - \$160	
Contacts (instead of glasses)	<ul style="list-style-type: none"> • \$130 allowance for contacts and contact lens exam (fitting and evaluation) • 15% savings on a contact lens exam (fitting and evaluation) • Once every service year 	\$0	
Primary Eyecare	<ul style="list-style-type: none"> • Treatment and diagnosis of eye conditions like pink eye, vision loss and monitoring of cataracts, glaucoma and diabetic retinopathy. Limitations and coordination with medical coverage may apply. Ask your VSP doctor for details. • As needed 	\$20	
Glasses and Sunglasses			
	<ul style="list-style-type: none"> • Extra \$20 to spend on featured frame brands. Go to vsp.com/specialoffers for details. • 30% savings on additional glasses and sunglasses, including lens enhancements, from the same VSP provider on the same day as your WellVision Exam. Or get 20% from any VSP provider within 12 months of your last WellVision Exam. 		
Extra Savings	<p>Retinal Screening</p> <ul style="list-style-type: none"> • No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam <p>Laser Vision Correction</p> <ul style="list-style-type: none"> • Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities • After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor 		
Your Coverage with Out-of-Network Providers			
Visit vsp.com for details, if you plan to see a provider other than a VSP network provider.			
Exam up to \$50	Lined Trifocal Lenses up to \$100
Frame up to \$70	Progressive Lenses up to \$75
Single Vision Lenses up to \$50	Contacts up to \$105
Lined Bifocal Lenses up to \$75		
VSP guarantees coverage from VSP network providers only. Based on applicable laws, benefits may vary by location.			