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THE MASTER AGREEMENT

Between the

SOUTHEAST LOCAL BOARD OF EDUCATION

and the

SOUTHEAST LOCAL DISTRICT
TEACHERS ASSOCIATION

June 30, 2023 through June 29, 2026

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ARTICLE 1. RECOGNITION

A. The Board recognizes the Southeast Local District Teachers Association (hereinafter referred to as "SELDTA" or "Association"), an affiliate of the National Education Association, Ohio Education Association, as the sole and exclusive representative of all of the following full-time and part-time certificated/licensed personnel: classroom teachers, guidance personnel, remedial teacher(s), full-time tutors, school nurse(s), librarian(s), long-term substitutes employed by the Southeast Local Board of Education except casual, day-to-day certificated personnel working on an hourly or per diem basis and excluding all administrative and supervisory personnel as defined in Chapter 4117 of the Ohio Revised Code. Such recognition shall be for a period covering the duration of this Contract. Effective July 1, 2020, any position paid through Title 1 funds may be filled with a long-term substitute and is intended to be a five-eighths (5/8) or fewer hourly position. Scheduled work hours will be based upon actual funds available, as determined by the Treasurer and Superintendent, after a conference with the Association President, and shall be subject to the provisions of paragraph D., below. If the individual hired to fill a position, paid through Title 1 funds, is recommended for employment for a subsequent school year, he/she will be paid during the second year of employment at the salary rate reflected on the approved salary schedule at the BA-0 rate for the second year of employment. This provision for continued employment of a substitute employee supersedes the requirements of R.C. 3319.10 and any other related statute or regulation. An employee who serves in the role of a long-term substitute may apply for a full-time vacancy and his/her performance as a long-term substitute will be considered.

B. If during the term of this Contract, fifty percent (50%) or more of the bargaining unit petition to change the sole and exclusive rights of SELDTA as the bargaining unit, and consistent with the provisions of ORC 4117, then an election shall be held under the provisions of ORC 4117. If there should be a challenge to the 50% election provisions, no grievance would be filed against the Board of Education.

C. Recognition of the Association by the Board shall be for the purpose of developing a Negotiations Procedure and then negotiating in good faith a professional Salary Schedule, fringe benefits, Grievance Procedure, working conditions, and other terms or conditions of employment.

D. Long-Term Substitutes

1. Long-term substitutes who are hired for one hundred twenty (120) or more days of employment shall be recognized as bargaining unit members.

2. Compensation for such long-term substitutes who are hired for at least one hundred twenty (120) days shall be at the long-term substitute rate for the first sixty (60) days of employment and thereafter at BA-0. Beginning with the 61st day of employment, such long-term substitutes shall be included in the

bargaining unit from the sixty-first (61st) day through the remainder of the long-term substitute assignment.

3. The employment contract of a long-term substitute shall expire at the end of its term without notice of non-renewal. Performance evaluations shall not be required.

4. The rights of long-term substitutes under this Agreement are limited. Articles 10 (Nonrenewal), 11 (Vacancies and Transfers), 13 (Professional Development), 14 (Evaluation of Professional Personnel), 15 (Just Cause), 21 (Reduction in Force), shall not apply to the employment of long-term substitutes. However, notwithstanding the foregoing, long-term substitutes as defined herein shall be entitled to one (1) observation utilizing the walkthrough form as described in Article 14, by March 1. An additional observation may be requested by April 1, with feedback to be provided by May 15.

ARTICLE 2. NEGOTIATING PROCEDURE

A. INITIATION

1. All requests for negotiations shall be made in writing. Requests initiated by the Association shall be directed to the Superintendent acting as the representative of the Board. Requests initiated by the Board shall be directed from the Superintendent to the Association President. The written request for professional negotiations shall include:

   a. Date of writing.

   b. Statement of purpose of meeting.

   c. Name, address and phone number of the person to contact representing the requesting party to arrange a mutually satisfactory time, place, and date for the initial negotiations session.

2. A written reply shall be sent by the receiving party within twenty (20) calendar days to the official representative of the requesting party. This communiqué shall include:

   a. Date of writing.

   b. Recognition of request for a professional negotiations meeting.

   c. Time, place and date of a mutually agreeable initial negotiations meeting.

B. NEGOTIATIONS SESSIONS

1. The first negotiations session shall be held within thirty (30) calendar days of the date listed on the initial request for negotiations.

2. The First Negotiations Session:

   The first item of business will be the exchange of any initial proposals by each team.

   Each proposal submitted by either party shall specify to the proponent so that without clarification or supplementation the proposal, if agreed to by the other party, would express the whole agreement of the parties with respect thereto.

3. Prior to the end of any session, a mutually agreeable time, place, and date shall be established for the subsequent negotiations sessions. The parties should attempt to schedule sessions at the most reasonable times as are mutually agreeable.

4. Negotiations meetings shall be closed to the press and public, unless otherwise agreed by the parties, through the initiation to completion of negotiations.

5. Representation at all negotiations sessions shall be limited to not more than five (5) representatives selected by the Board, and not more than five (5) bargaining unit members, or representatives, selected by the Association. Observer positions may be rotated and observers will have speaking privileges by mutual consent of both parties. These parties shall attend negotiations sessions, except as otherwise provided herein. At the initial meeting, the parties shall designate their spokesperson, who shall be in attendance at all subsequent meetings.

6. Each Negotiations Team may use consultants at the table as they feel essential in the course of negotiations. Such consultants shall be in addition to the five (5) representatives specified in paragraph 5 above.

7. Either team may declare a recess when it appears that meaningful progress cannot be attained. A recess can only commence after mutual agreement of the time and place for the continuation of the negotiations has been determined.

8. Either team may call for a caucus at any time.

9. The negotiations period shall be for a period not to exceed sixty (60) calendar days after the first session. All sessions are to be completed within this time period, unless extended by mutual agreement.

10. Prior to and during the period of the negotiations meeting, the Board and the Association agree to provide to the other, upon written request and in a reasonable time period, essential information available concerning financial resources of the District and such other information as is requested.

11. All sessions of negotiations shall be in "Good Faith." "Good Faith" negotiations, as provided for in this Agreement, includes, but is not limited to: logical positions on issues, and indicated willingness to reach agreement thereon; a search for counterproposals to proposals not accepted; and refraining from unexplained changes in position, and from raising new and additional issues calculated to avoid the reaching of an agreement; but does not compel either party to agree to a proposal, or require the making of a concession.

12. While negotiations are in progress any needed news releases, including statements at Board meetings, shall be made only with mutual agreement of the Negotiating Teams. Said releases shall be in writing, and each team shall have a copy of the statement prior to release.

13. During the course of negotiations, reports may be given to the Association only by the Association team, and to the Board only by the Board team.

14. When tentative agreement is reached on an item under discussion, it shall be reduced to writing and be initialed by a representative of each party, and removed from further negotiations.

C. AGREEMENT

1. Members of the respective Negotiations Teams have the power and authority to negotiate; that is, to make proposals and make concessions in the course of discussion. When tentative agreement is reached on all items being negotiated, a final written copy shall be submitted to the Association for ratification, and then to the Board at its next regular Board meeting for adoption. Both teams shall recommend and urge approval of their respective groups.

2. The final written Contract will contain the following:

   a. Terms of the provision.

   b. Effective date of the provision.

3. When approved by both parties, it shall be signed by their respective Presidents and Negotiating Teams and shall be entered into the official Minutes of the Board. Thereupon, the items agreed to shall constitute any

necessary revision of school policies. When applicable, provisions will be reflected in the individual contract or salary notice as submitted to employees.

4. The final written contract shall be made available to all parties in electronic format and the parties shall agree to equally share the cost of printing thirty-five (35) copies. The Board shall receive ten (10) copies and the Association shall receive twenty-five (25) copies.

D. DISAGREEMENT

1. Mediation

a. If agreement is not reached within sixty (60) days of the initial negotiations session, either party may submit a request to the Federal Mediation and Conciliation Service (FMCS) for the purpose of mediating an agreement. The parties shall meet at the request of the Mediator. The Mediator shall only have the authority to assist the parties in reaching an agreement.

b. The sixty (60) day time limit for mediation may be extended by mutual agreement.

c. If the FMCS cannot supply a Mediator, the Mediator shall be selected through the American Arbitration Association (AAA) pursuant to its rules.

d. If there are any costs incurred during mediation, they shall be shared equally by the Board and the Association.

e. Mediation shall serve as the mutually agreed dispute resolution procedure between the parties and supersedes the dispute resolution procedure contained in Section 4117.14, Ohio Revised Code. Nothing herein shall infringe upon the Association's right to strike.

E. Representatives of the Board and the Association shall participate in negotiations, freely, without penalty.

ARTICLE 3. GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance:

A grievance shall mean a claim by a teacher or teachers qualified for membership in the Association that there has been a violation, misinterpretation, or misapplication of this Agreement.

2. Grievance Procedure:

   A Grievance Procedure is a method by which a person qualified for membership in the Association can process a complaint, problem, or dispute without fear of reprisal.

3. Aggrieved Party:

   An aggrieved party is a teacher(s) qualified for membership in the Association, or the Association on behalf of teachers having a grievance.

4. Parties In Interest:

   Parties In Interest shall be the Supervising Administrator and/or the party directly involved in a given level of the Procedure.

5. Days:

   Days shall mean school days on the officially adopted school calendar, except that between the last day of any school year and the first day of the next succeeding school year "days" shall mean week days (excluding Saturdays, Sundays, and holidays).

6. Representative:

   Any person(s) chosen by an aggrieved party to assist and/or act on behalf of the aggrieved party.

7. Supervising Administrator:

   A building principal, assistant principal, and may include the director of special services.

8. Only items in the Contract are grievable.

B. The purpose of this Procedure is to secure, at the lowest possible level, equitable solutions to grievances.

C. INFORMAL PROCEDURE

1. An aggrieved party and/or his/her/their designated representative shall notify his/her/their Supervising Administrator, that a grievance exists. This notification should occur within twenty (20) days of the incident causing the grievance.

2. The Supervising Administrator shall arrange a meeting within ten (10) days of the notification. This meeting shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend and not interfere with the educational process.

3. Informal decisions shall be rendered at the informal level within ten (10) days of the meeting.

D. FORMAL PROCEDURE

1. LEVEL ONE

   a. Should the aggrieved party and/or his/her/their designated representative not be satisfied with the disposition of grievance in the Informal Procedure, he/she/they shall, within ten (10) days of the informal decision, file a Formal Grievance (written) with his/her/their Supervising Administrator. Refer to Appendix A.

   b. Within ten (10) days of the filing of the Formal Grievance, the Supervising Administrator shall hold a meeting with the grievant and/or his/her/their designated representative. This meeting shall be conducted at a time and place that will afford a fair and reasonable opportunity for all persons entitled to be present to attend and not interfere with the educational process.

   c. Within ten (10) days following this meeting, the Supervising Administrator shall render a written decision.

2. LEVEL TWO

   a. Within ten (10) days of the Supervising Administrator's written decision, the grievant or his/her/their representative can advance the grievance to level two by notifying the Superintendent in writing that a grievance still exists.

   b. Within ten (10) days of notification that a grievance still exists, the Superintendent or his/her designated representative shall conduct a hearing involving all parties.

   c. Within ten (10) days of the meeting, the Superintendent shall render a written report regarding his/her decision.

3. LEVEL THREE

   If there is no satisfactory solution to the grievance at the Level Two hearing, SELDTA shall, within ten (10) days, forward to the Federal Mediation and

Conciliation Service (FMCS), a written request for grievance mediation. A copy of the request shall be provided to the Superintendent within two (2) days. Board member participation is considered to be an important factor in mediation. At least one (1) Board member will attend mediation sessions. When practicable, two (2) Board members will participate in mediation.

4. LEVEL FOUR

   a. Within twenty (20) days of the Grievance Mediation report, the Association may advance the grievance to level four by written notification to the Superintendent and the FMCS.

   b. The Arbitrator shall be chosen from a list provided by the FMCS. Selection and hearing shall be in accordance with the FMCS regulations. The Arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the Arbitrator shall be binding on both the Board and the Association.

   c. The Arbitrator shall expressly confine himself/ herself to the precise issue(s) submitted for arbitration, and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The Arbitrator shall not have the authority to add to, delete from, or modify the provisions of this Agreement.

   d. The costs for arbitration shall be shared equally by the Board and the Association.

E. MISCELLANEOUS

1. The number of days indicated at each step is considered optimum. The time limits specified may, however, be extended by written agreement of the parties.

2. All communications regarding grievances shall be reduced to writing and hand-delivered or mailed by certified mail, return receipt requested. The Administration shall provide the Association with copies of all such communications.

3. Constructive receipt by the Administration shall be construed to be the delivery date to the appropriate Administrator either hand delivered or certified mail, return receipt requested.

4. Constructive receipt by the Association and aggrieved party shall be construed to be the delivery date to the aggrieved party and the Association President, hand delivered or certified mail, return receipt requested.

5. Meetings and hearings held under this procedure shall be conducted at a time and place that will afford a fair and reasonable opportunity for all persons entitled to be present to attend and shall not interfere with the educational process.

6. No reprisals or recriminations shall be taken against any employee who files or takes part in a grievance.

7. A grievance may be withdrawn by the Association at any time without prejudice.

8. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, all parties shall use their best efforts to process such grievance prior to the end of the school term or as soon as possible.

9. All other grievances submitted after May 15 of the school year shall be processed at a time mutually agreeable to the parties, but no later than the beginning of the next school term.

10. Failure of the employer to comply with the timelines shall result in the grievance proceeding to the next step.

11. All written reports prepared for the purpose of complying with these procedures, by any party in interest, shall be made on the Appendix A form.

F. All parties in interest, grievant(s) and witnesses shall be permitted to attend a grievance meeting or arbitration hearing with no loss of pay or benefits. The Association shall advise the Board of the anticipated number of parties at interest, grievant(s) and witnesses prior to the scheduling of the grievance hearing.

ARTICLE 4. SOLICITATION

A. No individual shall use his/her position in the Southeast Local School District to influence staff, parents or pupils of the District to purchase books or other merchandise, except for materials approved by the Superintendent for use in the classroom.

B. Board-approved programs such as athletics, band, music program, plays, field trips, newspaper, yearbook, academic programs, senior trips, class projects, etc., as well as PTO, shall be exempt from this policy. When fundraising opportunities

are available, administrators shall not imply that such purchases are required or expected.

ARTICLE 5. STAFF CONFLICT OF INTEREST

A. No members of the bargaining unit of the Southeast Local School Board shall engage in or have a financial interest, directly or indirectly, in any activity that conflicts or raises a reasonable question of conflict with his/her duties and responsibilities during the school day.

B. Members of the bargaining unit shall not engage in work of any type where the source of information concerning customer, client, or employer originates from any information obtained through the school system during the school year.

ARTICLE 6. STAFF POLITICAL ACTIVITIES

A. The Board recognizes that members of the bargaining unit of the Southeast Local Schools have the privilege to campaign for an elective public office and to hold an elective or appointive public office.

B. In connection with campaigning as a candidate except where prohibited by O.R.C., or for another candidate, it shall be considered contrary to policy for school system facilities, equipment, or supplies to be used at any time; for there to be any involvement of system personnel during the work day; or for there to be any encroachment on the time of the work day.

ARTICLE 7. EQUAL OPPORTUNITY EMPLOYMENT

The Southeast Local School District shall not deny employment, reemployment, advancement, nor shall evaluate on the basis of sex, marital status, sexual orientation, gender identity/expression, creed, ancestry, union activities and/or activism, veteran status, political affiliation/activity, race, color, age, national origin, religion, citizenship status, economic status or disability.

ARTICLE 8. STAFF INVOLVEMENT IN DECISION-MAKING

A. Recognizing that curriculum approval rests solely with the Board, the basic responsibility for curriculum development, however, shall rest jointly with the Superintendent, Building Principals, any district-wide administrator employed by the district and the Association to:

1. Provide leadership to the schools, individually and system-wide.

2. Coordinate the planning so that a common direction of action is provided for the school system.

B. If there arises a situation where supplies and/or equipment is requisitioned, but the Administration has reasonably determined that funds are not available at that time, the staff member(s) shall be involved in prioritizing what shall be ordered.

C. The Administration shall determine which teacher shall be asked to participate in curriculum development and Course of Study revisions, IAT meetings, 504 meetings, IEP meetings, ETR meetings, TBT meetings, DLT meetings, and BLT meetings, and any other similar meetings and how much time shall be allocated for such activity. Such activity shall be done during the school day, during the summer, or outside of the school day, at the option of the Administration. When teachers are required to participate in such activities during the summer or outside of the school day, they shall be paid at the Internal Substitute Rate.

D. The SELDTA President or designee shall be a permanent member of the District Leadership Team. The Board and the Association agree that building principals have the right to select members of their building's Building Leadership Teams (BLT) as they deem appropriate. However, in each building, not more than one (1) such teacher appointee to the BLT shall be with the mutual consent of the building principal and the SELDTA President.

E. Through the DLT and BLT processes, to foster increased ownership and participation in the district-sponsored professional development (PD), including waiver days, the Administration and staff in each building agree to share ideas for programs of interest to staff when developing and providing PD that aligns with the District's goals. For teachers whose assignments would not benefit from the planned PD, meaningful and relevant alternatives will be explored by the teacher DLT member who represents "specials" (e.g. art, music, PE, health, technology) teachers. The PD content and/or programs selected shall not be subject to the provisions of Article 3.

ARTICLE 9. TEACHER CONTRACTS

A. Contracts for the employment of teachers shall be of two (2) types: Limited Contracts and Continuing Contracts.

Teachers hired on or after the first student day of the school year may be hired as a long-term substitute at the discretion of administration.

1. LIMITED CONTRACTS

Teachers on limited contracts shall be issued a one-year contract for their first four (4) years of employment. For the first one (1) year of employment, such limited contracts shall automatically nonrenew at the end of the contract term without notice to the teacher, except that the Board may choose to renew such limited contracts at its discretion and in such case, shall notify the teacher by May 10 of its intent to renew said contract. The parties agree that

this provision specifically supersedes the relevant provisions of Sections 3319.11 of the Ohio Revised Code. Beyond the fourth (4th) year, limited contracts shall be for five (5) years.

2. CONTINUING CONTRACTS

a. A Continuing Contract is a contract which shall remain in effect until the teacher resigns, elects to retire or is retired pursuant to ORC 3307.37, or until it is terminated or suspended; and shall be granted only to teachers holding the certificate or license required by law.

b. Teachers eligible for Continuing Contract Status shall be those teachers qualified as to certification or licensure who, within the last five (5) years, have taught for at least three (3) years in the Southeast District. Further, for those teachers who received their initial license on or after January 1, 2011, such teachers must also have taught for a minimum of seven (7) years.

c. Further, the Superintendent may recommend reemployment of such teacher under a Limited Contract for not to exceed two (2) more years, provided that written notice of the intention to make such recommendation has been given to the teacher, with reasons directed at the professional improvement of the teacher, on or before the first (1st) day of June; and provided that written notice from the Board of its action on the Superintendent's recommendation has been given to the teacher on or before the first (1st) day of June, but upon subsequent re-employment only a Continuing Contract may be entered into.

d. A teacher eligible for Continuing Contract Status employed under an additional Limited Contract for not to exceed two (2) years, pursuant to written notice from the Superintendent of his/her intention to make such recommendation, is, at the expiration of such Limited Contract, deemed re-employed under a Continuing Contract at the same salary plus any increment granted by the Salary Schedule unless the Board, acting on the Superintendent's recommendation as to whether or not the teacher should be re-employed, gives such teacher written notice of its intention not to reemploy him/her on or before the first (1st) day of June. (ORC 3319.08, 3319.11).

e. When a teacher holding a Continuing Contract in another Ohio District is employed, State law shall be followed in offering a Continuing Contract (ORC 3319.11).

f. A teacher eligible for a Continuing Contract before the expiration of his/her Multi-Year Limited Contract shall be awarded by the Board the Continuing Contract before the expiration of the Multi-Year Limited

Contract subject to the same conditions as under Section A, Paragraph 2, subparagraph d and under the following conditions:

(1) the teacher must notify the Superintendent and Building Principal in writing on or before September 15 of the school year in which he/she is eligible for a continuing contract;

(2) the administration shall have the opportunity to evaluate the teacher pursuant to Article 14;

(3) if there are no documented deficiencies concerning the teacher, the teacher shall be recommended for and issued a Continuing Contract by June 1 of the school year in which he/she became eligible;

(4) if there are documented deficiencies concerning the teacher, the Superintendent and the Building Principal shall meet and confer with the teacher and a representative of his/her choice but no Continuing Contract will be recommended or issued.

(5) if a teacher completes an extended limited contract, see information in Section 2., d.

B. SUPPLEMENTAL CONTRACTS

1. A Supplemental Contract shall be issued for any Board approved extra duty in addition to regular teaching duties. An employee will have fifteen (15) working days after being offered the contract to return it, signed, to the Treasurer. If the Treasurer is not in receipt of a signed contract within fifteen (15) working days of having offered the contract, the offer is considered withdrawn. The contract shall contain the notice of fifteen (15) days to return the contract.

C. Individual contracts for Limited, Continuing, Supplemental, and Salary Notices shall indicate that the teacher will abide by the Master Agreement.

D. CRIMINAL RECORD CHECK

1. All applicants for employment by the Board must submit to a criminal record check at the applicant's cost and provide any information required for such a check including but not limited to a fingerprint sample.

2. The criminal record check will be conducted and provided by the employee in the manner and frequency prescribed by law and Ohio Department of Education requirements.

3. The Board may employ an applicant prior to receiving a criminal record check report on a conditional basis.

4. If the results of the criminal record check demonstrates that the Board is prohibited by law from employing the person due to his/her criminal record or such record is not in keeping with standards in the District, the applicant who was conditionally employed will be immediately and summarily dismissed from his/her employment with the Southeast Local Schools.

E. PROBATIONARY PERIOD

Newly hired teachers shall serve a probationary period of one (1) year as described in Section A of this Article above. Nonrenewal of a probationary teacher shall not be subject to the grievance procedure or Ohio Law, except if the Board has not complied with the terms of Articled 14-A/14-B.

ARTICLE 10. FAIR DISMISSAL

A. Termination of contract of a teacher shall be in keeping with provisions of O.R.C. Section 3319.16 and related statutory law.

B. Non-renewal of contract shall be preceded by written notification to the teacher from the Superintendent stating the intent to recommend non-renewal of contract and the reason(s) for such recommendation. Teachers being so notified for either termination of contract or non-renewal of contract shall be given the opportunity to address the Board, with counsel, in Executive Session, prior to any official action by the Board.

C. Teachers being so notified for either termination of contract or non-renewal of contract shall be given the opportunity to resign prior to any official action of the Board, except in cases of criminal charges.

D. The above provisions in this Article 10 shall cover work done under all regular contracts of non-probationary teachers. Paragraphs B and C of this Article do not apply to probationary teachers. The parties agree that in cases of automatic nonrenewal of probationary employees as described in Article 9 does not require that the employee state that they were nonrenewed for the purposes of any application for employment.

E. Notice of intent to recommend renewal or non-renewal of the supplemental contract to the Board must be received by the teacher on or before June 1 for non-athletic supplemental contracts. For athletic supplemental contracts, such notice shall be received by the teacher not later than two (2) weeks following the sports banquet for that sport's season. All such recommendations shall be noted on the supplemental evaluation form(s) found in Appendix O (Non-Athletic Supplemental

Evaluation) or Appendix P (Athletic Supplemental Evaluation) and shall be based on said supplemental evaluation.

F. If a recommendation for non-renewal of the supplemental contract is to be made, as noted on the supplemental evaluation form, the individual shall have the opportunity to address the Board, with representation, in Executive Session, prior to any official action by the Board.

G. All athletic supplemental evaluations shall be conducted within two (2) weeks following the sports banquet for the relevant season. All non-athletic supplemental evaluations shall be conducted prior to June 1.

ARTICLE 11. VACANCIES AND TRANSFERS

A. All certificated staff vacancies shall be posted by grade level or subject area for three (3) work days during the teacher work year and five (5) days during the summer break to all staff. During the school year, the posting shall be in each teaching staff area, and department offices. During the summer, notices shall be sent by district email to all employees and via the automatic phone messaging system. Notice may also be posted on the District web site. In an emergency situation, agreed to by the Association President, the posting can be announced to the staff by the Superintendent. In this instance, the five (5) day limit is waived.

1. A "vacancy" shall be defined as: a newly created position or a position that is unfilled because of death, retirement, resignation, termination, non-renewal, or transfer and which the Board intends to fill. Effective July 1, 2020, any position paid through Title 1 funds may be filled with a long-term substitute and is intended to be a five-eighths (5/8) or fewer hourly position. Scheduled work hours will be based upon actual funds available, as determined by the Treasurer and Superintendent, after a conference with the Association President, and shall be subject to the provisions of paragraph D., below. If the individual hired to fill a position, paid through Title 1 funds, is recommended for employment for a subsequent school year, he/she will be paid during the second year of employment at the salary rate reflected on the approved salary schedule at the BA-0 rate for the second year of employment. This provision for continued employment of a substitute employee supersedes the requirements of R.C. 3319.10 and any other related statute or regulation. An employee who serves in the role of a long-term substitute may apply for a full-time vacancy and his/her performance as a long-term substitute will be considered.

2. Applications from current employees shall be given first consideration and a new application is necessary for each position posted.

3. Such applications must be submitted to the central office by 4:00 P.M. within three (3) work days of the original posting date during the teacher work year

and five (5) working days of the original posting date during the summer break. (For purposes of this provision, "working days" during summer, winter and spring break mean days when the Board office is open as posted on the website.)

4. Vacancies shall be filled on the basis of seniority, experience and qualification in the school system. For supplemental vacancies, the Board shall follow the provisions of O.R.C. 3313.53.

5. Any current employee who files timely application for a vacancy shall be granted an interview for the vacancy. All bargaining unit applicants will be informed that the position has been filled within ten (10) days of the decision to fill or Board action, if any.

6. If the Superintendent is not in receipt of any application within the specified time or in the event none of the applicants is qualified, he/she may then fill the vacancy with a candidate from outside the school system.

B. The Association hereby recognizes the right and responsibility of the Administration and Board to assign teachers to their teaching duties, and to evaluate the performance of teachers. With the recognition of this responsibility, the Administration agrees to notify each teacher in writing, by June 1 of each year of his/her tentative assignment for the following school year. In the event that there must be a change in subject, grade level, or building, the teacher shall be contacted and consulted as to the best adjustment possible for the teacher and the school. This is to be done by receipt mail, and it is the responsibility of the teacher to respond within fifteen (15) calendar days.

C. TRANSFER

1. Definitions

Assignment - is the physical location (i.e. classroom, gymnasium, area etc.) of job duties within the same building.

Reassignment - is a change in the physical location of job duties within the same building.

Transfer - A change in building, grade level and/or subject.

Voluntary Transfer - is a transfer that is requested by the employee who follows the Vacancy procedures above.

Involuntary Transfer - is a transfer initiated by the Administration.

2. Involuntary Transfer

Every reasonable effort shall be made to avoid involuntary transfers by utilizing the voluntary transfer procedure. If the Superintendent directs an involuntary transfer, thirty (30) calendar days advance notification shall be given to the involved teacher(s) prior to the effective date of said involuntary transfer. Prior to invoking an involuntary transfer, the Superintendent shall first give consideration to the placement of teacher volunteers. When involuntary transfers are necessary due to vacancy or staffing need, a member's area of certification/licensure, his/her teaching experience, qualifications, and length of continuous service in the district will all be used as criteria in determining if a member is to be transferred.

a. The affected employee shall be given an opportunity to meet with the Superintendent to discuss the proposed involuntary transfer or reassignment. The meeting should be held within ten (10) working days of notification. Reasons for the involuntary transfer shall be discussed at the meeting.

b. The transfer shall not be illegally discriminatory or otherwise in violation of law.

c. The involuntarily transferred employee shall be given an opportunity to set up their new classroom. When teachers are required to participate in such activities after June 1, they shall be compensated two (2) days at their per diem wage.

d. Teachers with 30 or more years of experience shall not be involuntarily transferred for punitive reasons, and a bona fide rationale will be provided by the administration.

e. No teacher shall be involuntarily transferred more than one (1) time in any three (3) year period.

ARTICLE 12. CLASS SIZE

A. The regular assignment of each teacher shall coincide with his/her certification/licensure.

B. The Board shall continue to strive to maintain a minimum class size, suitable to the subject area, with special consideration for children, teachers, class space, and funding available. The Board of Education will strive for class sizes of a maximum of twenty-five (25). However, if by the first week of school the Average Daily Membership (ADM) in kindergarten exceeds twenty-two (22), or if the ADM in grades one through five (1-5) exceeds twenty-five (25), the administration will consider: (1) adding another section of kindergarten/other grade level class in

grades one through five (1-5), (2) assigning ESP (aide) time or 3) adding instructional support. This will be announced no later than the second full week of classes.

C. Maximum classroom teacher staffing will not exceed the ratio of teachers to students of forty (40) teachers per 1,000 students. For counting teachers in this calculation, only regular, non-categorical teachers shall be counted. (NOTE: "Categorical" is defined as special education, non-federal.)

D. Consistent with state and federal requirements, assignment of IEP students and Reading Improvement Plan (RIMP) students with teachers or into clusters will be made by the Superintendent in cooperation with special education and classroom teachers and the building principal or designee. Such clustering shall not result in more than 1/3 of the class being on an IEP in grades K-5. In grades 6-12, such clustering shall not result in more than 2/5 of the class being on an IEP. Such classes, with more than 1/3 and up to 2/5 of students on IEPs, shall have an intervention specialist assigned, and the regular teacher and the intervention specialist shall both receive annual professional development from the District on co-teaching. Students identified as eligible for Special Education Services mid-year shall not count toward the 1/3 or 2/5 total. Clusters of IEP students and students on a RIMP will be rotated among classroom teachers on a yearly basis unless a teacher specifically requests to have such a cluster in consecutive years.

F. Class sizes/instructional periods shall be equalized throughout each grade level/subject area to the extent practicable. New students (excluding students with IEPs) shall be assigned to the smallest class/section available based on student needs. Any inequity created due to scheduling of special area classes (art, music, and physical education) shall be excluded. When class sizes are equal throughout a grade level, new students will be assigned to teachers through an equitable rotation among all teachers in that grade level.

ARTICLE 13. PROFESSIONAL DEVELOPMENT PROGRAM

A. The Board of Education shall appropriate the sum of $32,000 per school year as a stipend to teachers for earned college credit or Continuing Education Units (CEUs) subject to the following conditions:

1. The teacher shall have taught in the Southeast Local School District for a minimum of one (1) year. No payment for courses taken during the summer, unless the teacher is on staff the entire following school year.

2. The course taken must meet one of the following:

   a. Be related to the teacher's certification/licensure.

b. Be required to achieve an advanced degree in the field of Education or the subject area of teaching licensure.

c. Be used to satisfy the Ohio Department of Education requirements for certificate/licensure renewal.

d. Be used to acquire additional certification/licensure in the field of Pre-K through Grade 12 education.

3. If the amount requested by bargaining unit members exceeds the sum appropriated by the Board, it shall be divided by the number of hours earned, and the amounts listed in #6 below shall be reduced.

4. Courses must be officially transcribed from an appropriately accredited institution. For the purposes of this section, the term "appropriately accredited" shall mean an accreditation from one or more of the following accreditation agencies: North Central Association of Colleges and Schools, The Higher Learning Commission Middle States Commission on Higher Education Accrediting Commission of Career Schools and Colleges, and/or the Council for the Accreditation of Educator Preparation or equivalent organization.

5. Procedure for application of payment:

   a. Teacher submits a reimbursement form (see Appendix B) to the Superintendent by October 1st for a course taken during the last twelve (12) months. Evidence of successful completion of the course must accompany this form. This evidence can be in the form of a grade or the official transcript from an accredited university or college where the course was taken. Proof of payment for the course is also required.

   b. Payment will be made by October 31st in a single sum.

6. The teacher qualified for such stipend shall be paid for the cost of courses approved in accordance with the procedures established herein at the rate of up to $150.00 per semester hour, up to $225.00 per graduate semester hour, and up to $50.00 per CEU when not taken on school time or at other school expense. Reimbursement is not to exceed the actual cost of a class.

7. Each teacher receiving a stipend under this Section, prior to his/her receipt of such pay, shall agree that he/she will be on staff in this District for at least one (1) full school year following receipt of such stipend. If such teacher fails to teach in the District for the required period, the amount of each stipend received during the prior school year shall be deducted from said teacher's final pay.

B. The Board shall pay the costs up to Two Hundred Dollars ($200.00) associated with taking any test established by the ODE in order to comply with the Third Grade Reading Guarantee requirements for any teacher who volunteers to take such a test. This provision may be utilized one (1) time per bargaining unit member.

ARTICLE 14-A. EVALUATION OF NON-OTES PROFESSIONAL PERSONNEL

A. The evaluation of professional personnel not subject to OTES shall be in accordance with the following process and procedure:

1. Purpose

   a. To help the employee to achieve greater effectiveness.
   b. Provide definite written records of the employee's performance to be used:

      (1) As evidence of the employee's performance.

      (2) In advancement of position and awarding of continued employment.

      (3) As reference material (for recommendation to other systems).

      (4) As on-going plan for improvement of instruction.

B. EVALUATOR

The evaluation of an employee shall be conducted by either the employee's principal or assistant principal. A teacher will have the option of having the other qualified evaluator in their building conduct an additional evaluation. In the event an employee performs work under the supervision of more than one principal, one principal shall be designated as their evaluator. The Superintendent or other credentialed evaluator employed by the District may evaluate non-OTES bargaining unit members in the event the assigned evaluator is unavailable.

C. SCHEDULE OF EVALUATION

1. Limited contract employees shall be evaluated once per year.

2. Continuing contract employees shall be evaluated once every three years. If a documented area of concern should arise, the staff member may be evaluated a second time in the three-year period. The evaluation(s) shall occur prior to May 1, with a report delivered to the employee by May 10.

3. All observations for the evaluation for those teachers who do not hold a continuing contract will occur after the first fifteen (15) school days and by

January 15. An employee whose performance has been found deficient to the extent that a recommendation of contract non-renewal or other adverse personnel action is a strong possibility or is to be considered for renewal will be subject to a third observation. The third observation shall be conducted between February 1 and May 1.

D. OPEN APPRAISAL

1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with the full knowledge of the teacher. The appraisal of a teacher will be based upon the job description of a certified/licensed instructor with emphasis on the criteria contained in the observation form (see Appendices E-I).

2. All formal observations shall be scheduled between the teacher and the evaluator. (see Appendices E-I for evaluative procedure instruments).

3. A minimum of two (2) observations shall be conducted to support the performance evaluation. An observation shall last a minimum of thirty (30) consecutive minutes. During the first observation if there are no "needs for improvement" listed then the evaluator may observe the second time one (1) week following the first observation. There shall be at least three (3) weeks between formal observations if "needs improvement" items are listed after the first observation. If after the second observation an employee's performance is found deficient to the extent that adverse personnel action may result, additional observations may be conducted.

4. All observations shall be preceded by a written notification of the observation. A conference shall be held, unless waived by the teacher, between the evaluator and the teacher in order for the teacher to explain his/her plans and objectives for that class.

5. All observations shall be followed, within four (4) work days by a conference between the evaluator and the teacher in order for questions arising from the observation to be discussed.

6. The evaluator shall write a report on each formal observation and provide a copy to the teacher, who may write and attach a rebuttal to the observation.

7. If a teacher is reemployed with reservations, the reservations will be documented.

E. DEFICIENCIES

1. If deficiencies are noted in an observation, a plan of assistance will be implemented for no less than fifteen (15) school days but no longer than nine

(9) months when school is in session, unless mutually agreed between the evaluator and the affected teacher. Evaluation forms will be provided in the contract appendix.

2. The evaluator shall assist the employee in correcting deficiencies. The evaluator shall submit a written plan for correcting the deficiencies which shall include ways the evaluator shall assist the employee to correct the deficiencies. The plan shall include a reasonable time between observations to allow time for improvement in the areas of performance deficiency.

3. Other deficiencies regarding the employee's failure to adhere to reasonable work rules or other documented deficiencies not noted during the formal observations must be put in writing and provided to the employee within five (5) work days after the deficient performance occurs but not later than the date of the employee's receipt of the evaluation report. Other deficiencies occurring after the last evaluation in a school year may be documented, reported to the teacher in writing within five (5) work days, and included in the following year's evaluation. The evaluator must include said deficiencies in any plan for correction of deficiencies and shall include a reasonable time period for correction.

F. WRITTEN EVALUATION AND NOTICE

1. No later than May 10, a copy of the formal written evaluation report shall be given to the employee and a conference shall be held between the employee and the evaluator.

2. The performance evaluation of an employee (see Appendices E-I) shall be based upon direct formal and informal classroom observations of the employee's performance and shall acknowledge the performance strengths of the employee evaluated as well as performance deficiencies, if any.

3. The evaluator shall note all the evidence used to support the conclusions reached in the formal evaluation report.

4. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the employee to verify notification to the employee that the evaluation will be placed on file, but the employee's signature should not be construed as evidence that the employee agrees with the contents of the evaluation report.

5. The evaluation report shall be completed by May 10, signed by both parties, and sent to the Superintendent.

G. RESPONSE TO EVALUATION

The employee shall have the right to submit a written response to the evaluation within twenty (20) work days of receipt of the evaluation report and to have it attached to the evaluation report to be placed in the employee's personnel file. A copy signed by both parties shall be retained by the employee.

H. DUE PROCESS

In the event that a teacher is non-renewed, the procedural due process rights contained in ORC 3319.11 shall apply.

Procedures applicable to OTES 1.0, as reflected in the collective bargaining agreement effective 2017-2020, shall be retained in the 2020-2023 agreement for one (1) school year, in accordance with the requirements of HB 197 and/or other legislation as applicable to Student Growth Measures. During the 2020-2021 school year, the Evaluation Committee will review and make a recommendation to the SELDTA and the Board negotiating teams for revised evaluation language to address requirements of OTES 2.0, in accordance with the process outlined in Article 33, Effects of Agreement, Section A. The parties will then enter into a Memorandum of Understanding to implement OTES 2.0, effective with the start of 2021-2022 school year.

ARTICLE 14-B. EVALUATION OF OTES TEACHERS/SCHOOL COUNSELORS

A. DEFINITIONS

1. Ohio Evaluation System (OhioES): The electronic system used by the district to report to ODE aggregate final summative teacher evaluation ratings.

2. Evaluation Cycle: The period from the establishment of a professional growth or improvement plan through the issuance of an evaluation rating, in the year in which an evaluation rating is required by this contract or Ohio Rev. Code.

3. Evaluation Factors: The walkthrough(s), observation(s), and other components that are required by Ohio Rev. Code law to be used in the teacher evaluation procedure.

4. Evaluation Framework: The document created and approved by the Ohio Department of Education (ODE) in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

5. Evaluation Instrument: The forms used by the teacher's evaluator. The

forms are located in Appendix K to this agreement.

6. Evaluation Procedure: The procedural requirements set forth in this agreement to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

7. Evaluation Rating: The final summative evaluation level that is assigned to a teacher based on the holistic review of all Evaluations Factors observed during the Evaluation Cycle. The rating shall be "accomplished", "skilled", "developing", or "ineffective". The final rating shall not be weighted in such a way that one (1) domain or component of the evaluation system has a higher importance than another, except that any area marked N/A shall not negatively impact the evaluation rating.

8. Evidence: Information provided to the credentialed evaluator, including but not limited to student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, and student work samples.

9. Ohio Teacher Evaluation System (OTES): The teacher evaluation system that is codified under sections 3319.111 and 3319.112 of the Ohio Revised Code.

10. Plan of Assistance: A targeted written plan, separate from a Professional Growth Plan and/or Written Improvement Plan, which shall be collaboratively put into place with the teacher and the assigned credentialed evaluator, in order to directly address any performance deficiencies cited in the evidence that is gathered during walkthroughs and formal observations.

11. High Quality Student Data (HQSD): Quantitative information, derived from instrument(s) rigorously reviewed and approved by locally determined education experts to meet all of the following criteria:

    i. Align to learning standards;
    ii. Measure what is intended to be measured;
    iii. Be attributable to the specific teacher for courses(s) and grade level(s) taught;
    iv. Demonstrate evidence of student learning (achievement and/or growth);
    v. Follow protocols for administration and scoring;
    vi. Provide trustworthy results;
    vii. Not offend or be driven by bias;

The three types of HQSD instruments to be used will be Value Added, Approved Vendor Assessments, and District Determined Assessments which provide evidence of student learning that can be directly attributed to the teacher being evaluated.

12. Teacher of Record: A teacher who:

    a. Is responsible for assigning the grade to the student, and

    b. Is required to have the proper certification and/or licensure to teach the particular subject/grade level for which he/she has been designated "teacher(s) of record", and

    c. Is responsible for a minimum of fifty percent (50%) of a student's scheduled instructional time within a given subject or course.

13. Teacher Performance: The assessment of a teacher, during the evaluation cycle, which is based upon the educator professional standards, and reported using the rubric contained in Appendix K-2 of the Master Agreement.

14. Roster Verification Teacher-Student Data Linkage (TSDL): The process of connecting the teacher(s) to a student and/or defined group of students' Highly Qualified Student Data (HQSD) for the purpose of attributing student growth to the teacher of record.

15. Value-Added: Refers to the Education Value-Added Assessment System (EVAAS) value-added model(s) provided by SAS, Inc., or other ODE adopted method, which calculates a measure of student progress at the District and school level based on student scores.

16. School Counselor: School counselors shall use the timelines and procedures outlined in Article 14-B for their observations and evaluations, but shall utilize the ODE forms and rubrics which are contained in Appendices C and D.

B. PURPOSES

1. The purposes of teacher evaluation are:

    a. To serve as a tool to advance the professional learning and practice of teachers individually and collectively in a school district.

    b. To inform instruction.

c. To assist teachers and administrators in identifying and developing best educational best practices in order to provide the greatest opportunity for student learning and growth.

d. To make a record of teacher performance.

2. Application of teacher/school counselor evaluation

a. The teacher/school counselor evaluation procedure contained in this Memorandum of Understanding applies to the following employees of the district:

i. Licensed teachers working under a license issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Ohio Revised Code who spend at least fifty percent (50%) of their time providing student instruction.

ii. Teachers working under a professional or permanent certificate issued under section Ohio Rev. Code 3319.222, as it existed prior to September 2003, and who spend at least fifty percent (50%) of their time providing student instruction.

iii. Licensed school counselors working under a license issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Ohio Revised Code who spend at least fifty percent (50%) of their time providing student instruction.

b. The District shall not conduct an evaluation for any teacher who:

i. Was on leave for fifty percent (50%) or more of the school year;

ii. Submitted notice of retirement, and such notice has been acted upon the Board of Education, on or before December 1 of the school year in which they plan to retire.

iii. Is a substitute teacher.

C. AUTHORITY OF STANDING JOINT COMMITTEES FOR TEACHER EVALUATION

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

evaluation of teachers in the district.

D. OTES 2.0 COMMITTEE

1. Committee Composition

a. The committee shall be comprised of six (6) association members appointed by the association president and three (3) administrative members appointed by the board or its designee. In addition each party may appoint up to one ad hoc non-voting member to assist and/or attend committee meetings. All committee members, including ad hoc non-voting members, must be direct employees of the Southeast Local Schools.

b. Committee members shall be representative of elementary, middle school, secondary, and specialty areas (e.g., music, art, special education) within the district.

c. At the conclusion of the association member's term, or removal therefrom, the association shall appoint a successor.

2. Committee Operation

a. The committee shall be chaired jointly by a committee member from the association and a committee member appointed by the superintendent.

b. Members of the committee shall receive access to all relevant material on OTES/HQSDs, the standards for the teaching profession, value-added (including, but not limited to, teacher of record, and teacher-student data linkage) prior to beginning their work, and any other training that may become necessary for the committee. (For example: when a new vendor assessment has been agreed upon, all committee members and the bargaining unit shall be trained on the new system and HQSDs application). The cost, if any, shall be borne by the board.

c. The committee shall establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.

1. Tasks include assessing, reviewing, and approving the many facets of HQSDs and providing professional development of HQSDs for the employees of Southeast Local Schools.

2. The committee shall perform its responsibilities over the term

of this agreement and shall make recommendations to inform future contract negotiations.

d. Committee agendas shall be developed jointly by the co-chairpersons of the committee.

e. Generally, decisions of the committee shall be achieved by consensus. In the event that an impending decision must be made and the committee is unable to reach a decision, the SELDTA President and the Superintendent shall meet to determine the decision.

f. At each meeting, the committee shall select an individual to act as the official scribe for that meeting.

g. Members of the committee shall receive release time for committee work and training.

h. Minutes of meetings shall be emailed to committee members, association President, and district Superintendent within two (2) days following meetings of the committee.

i. The committee shall be authorized to utilize a consultant(s) (examples include, but are not limited to, educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate. The cost, if any, shall be borne by the board.

3. Compensation

Any committee work performed outside of the contractual work day shall be paid at the internal substitute rate. The parties agree to revisit this compensation for each subsequent year of the Agreement based on the committee's workload.

4. Secretarial Support

The district shall provide secretarial support and assistance to the committee. Responsibilities shall include data entry, preparation of forms/templates, copying, committee notification, communications, distribution of materials, and other duties as needed.

5. Committee Authority

a. The committee shall be responsible for jointly developing, reviewing, and recommending the policy, procedures, and processes, including the evaluation instrument, for teacher

evaluation, as well as HQSD.

b. The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.

c. The board and the association shall bargain during regular contract negotiations all elements of the teacher evaluation procedure that are not expressly prohibited subjects of bargaining, and these negotiations shall be satisfactorily completed prior to the implementation of the evaluation procedure or prior to any modification or amendment of same. Any agreement that is achieved through said negotiations shall be subject to ratification by both parties.

d. The board shall amend its evaluation policy to conform to the terms of this agreement.

e. If either party wishes to consider any change or revision to the evaluation procedure or process, including the evaluation instrument, during the term of this agreement, it shall discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or process, including the evaluation instrument, during the term of the agreement, then said recommendation shall be subject to ratification by the board and the association.

f. In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to this agreement shall discuss this topic to determine whether adjustments are appropriate during the term of this agreement. The implications of changes made to the Ohio Revised Code regarding evaluation may be bargained without opening the entire negotiated agreement.

E. QUALIFICATIONS AND ROLE OF EVALUATORS

1. An evaluator must be a credentialed contracted employee of the Southeast Local School District. The supervisor must be employed under a contract pursuant to sections 3319.01 or 3319.02 of the Ohio Revised Code, and must hold at least one (1) supervisor certificate/license under section 3319.22 of the Ohio Revised Code and must be currently credentialed as stated in Ohio law. In cases of exigent circumstances, the SELDTA President and the Superintendent will reconvene to discuss how to complete the affected evaluations.

2. The evaluator assigned to a teacher at the beginning of a school year

shall be the only evaluator for that teacher for all aspects of the evaluation procedure, unless an unforeseen emergency arises and a new evaluator must be chosen, with input from the teacher;

3. The person who is responsible for assessing a teacher's performance shall be:

   a. An administrator from the same building for those teachers whose contracts are up for renewal/non-renewal or continuing contract status.

   b. The Superintendent or Director of Teaching and Learning (who must be a direct administrative employee of the Southeast Local School District), with the approval of individual teachers, which shall not be unreasonably denied.

   c. The evaluator shall not be a bargaining unit member.

   d. Upon request of the teacher, the teacher shall be assigned a new evaluator if documentation shows the evaluator has discriminated the teacher, made false claims against the teacher, or the evaluator received an ineffective rating on his/her most recent evaluation.

F. ORIENTATION OF TEACHERS

Not later than September 30 of each year, or in the case of a new teacher hired after September 30, within thirty (30) days of the first day employed, each teacher shall be notified in writing of the name and position of his or her evaluator.

G. PROFESSIONAL DEVELOPMENT

1. The board shall meet the requirements of O.R.C. 3319.112(A)(8)(9) to provide professional development and sufficient financial resources to support the professional learning required by this agreement.

2. The board shall provide training, as needed, on the teacher evaluation procedure, including recalibration of evaluation ratings and said training shall address the evaluation Standards for Ohio Educators and rubrics, tools, processes, and methodology, including the use of HQSDs.

   a. If OTES/HQSD procedures/requirements change, the updates and changes shall be presented to the teachers no later than September 30, or in the case of a new teacher hired after

September 30, no later than 30 days after initial employment in the district.

3. Evaluators

Evaluators who fail to pass re-credentialing or recalibration will be prohibited from evaluating teachers for the evaluation cycle. A list of these evaluators will be provided to the association president.

H. OTES TRAINING

1. Trainers

a. All trainers shall successfully complete the state-approved OTES training of trainers.

b. Updates to OTES trainings and group professional development shall occur on an as needed basis.

2. Teachers

a. Teachers for whom HQSDs are applicable shall receive written information on the development and utilization of HQSDs no later than the last student day of the school year prior to when the HQSD shall be considered part of the teacher's final, summative evaluation rating.

b. Said teachers shall receive ongoing support and training for the development, utilization, and scoring of HQSD.

I. SCHEDULE OF EVALUATION

1. No teacher shall be evaluated more than once annually, said evaluation shall include a minimum of two (2) observations.

2. The evaluation shall be completed no later than the first (1st) day of May, and the teacher being evaluated shall receive a written report of the results of this evaluation, including the assigned evaluation rating, not later than the tenth (10th) day of May.

3. If the board has entered into a limited contract or an extended limited contract with a teacher pursuant to section 3319.11 of the Ohio Revised Code, the board shall perform a minimum of three formal observations during the evaluation cycle in any school year in which the board may wish to declare its intention not to re-employ a teacher.

4. For teachers under consideration for the awarding of a continuing contract (see Article 9, A., 2., (f) (1)) who are in an "off-year" for evaluations as described in Section S. below, such teachers shall, in that year for which they are being so considered, be fully evaluated on the teacher performance component in accordance with the specifications of this Article. Such evaluation shall be noted in the personnel file as only being applicable to the consideration for continuing contract status and shall not be entered into the OhioES system.

J. CRITERIA FOR PERFORMANCE ASSESSMENT

1. A teacher's performance shall be assessed based on the Ohio Educator Standards and rubrics for teaching and the criteria set forth in the evaluation instrument, Appendix K-2 to this agreement.

2. Teacher performance assessments shall be done in accordance with the Teacher Performance Evaluation Rubric and be based on the evidence provided by the teacher, on the direct formal and informal classroom observations of the teacher by the teacher's assigned evaluator, the walkthroughs that are set forth in this agreement, evidence from any pre-conference and/or post-conference, and from the teacher's Professional Growth or Improvement Plan.

3. A teacher may provide evidence to the credentialed evaluator at the post-observation conference.

4. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

5. No misleading, inaccurate, untimely, or undocumented information may become part of a teacher's performance assessment. All results and conclusions of performance assessments shall be documented and supported by evidence collected by the evaluator.

6. In implementing performance assessments, the district shall conduct all assessments so as to observe the legal and constitutional rights of teachers; and no teacher performance information shall be collected by video or audio devices.

7. The district will not use video/audio evidence submitted to the ODE by the Resident Educator as evidence to assess teaching performance.

8. No teacher shall be required to complete a self-assessment (e.g., OTES Self-Assessment Form).

K. OBSERVATIONS

1. Schedule of Observations

a. A minimum of two (2) formal observations shall be conducted. A formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least three (3) weeks between formal observations. The first formal observation shall be completed by January 15. The second formal observation shall be completed by April 15.

b. Teachers shall not receive a formal observation on a day before or after the following: the administration of standardized testing; a holiday or any break from scheduled school days (excluding weekends); or any approved leave of absence of three (3) or more days.

c. The walkthrough shall consist of at least five (5) consecutive minutes, but not more than fifteen (15) consecutive minutes in duration. However, for teachers in "an off-years" the walkthrough form can be used for the one (1) required observation and such walkthroughs can be done for up to twenty-nine (29) minutes. In addition, to finalize an off-year observation, a teacher will complete a Professional Growth Plan (PGP), one observation, and one conference with a discussion of progress of the PGP.

2. Observation Conference

a. Formal observations shall be preceded by a pre-observation conference between the evaluator and the teacher within four (4) working days if requested by either the teacher or the evaluator. At the pre-observation conference teachers shall provide evidence for the work situation, including information about the students, the learning environment, and the objectives of the lesson, to be observed on the pre-observation form (Appendix K). It is understood that the teacher need not answer all of the questions on the form in Pre Conference Questions form Appendix J, but should be prepared to discuss not more than four (4) questions identified in advance by the evaluator.

b. A post-observation conference (see Appendix K-6) shall be held after each formal observation. The post observation conference shall take place within four (4) working days following the formal observation. which must be utilized to inform the evaluator's rating in all areas of observation and shall include a discussion of the

progress being made on the teacher's professional growth or improvement plan.

c. During the conference, the evaluator shall provide the teacher with copies of all written documentation including but not limited to notes, scripts, artifacts, and evidence collected during formal observations and walkthroughs. Such documents will be redacted as necessary.

d. Formal observations shall not unnecessarily disrupt and/or interrupt the classroom learning environment.

e. All formal observations shall be scheduled between the teacher and the evaluator.

L. WALKTHROUGHS

1. A walkthrough is a formative assessment process conducted by the teacher's evaluator that focuses on one (1) or no more than four (4) of the following components resulting in a brief written note(s) or summary (see Appendix K-7(a) or K-7(b)):

   a. Focus for Learning

   b. Knowledge of Students

   c. Lesson Delivery

   d. Classroom environment

   e. Professional Responsibility

   f. Assessment and Growth of Student Learning

   g. Or any other component of the Standards for Ohio Educators and rubrics approved for teacher evaluation.

2. The walkthrough shall consist of at least five (5) consecutive minutes, but not more than fifteen (15) consecutive minutes in duration. However, for teachers in "an off-year" the walkthrough form can be used for the one (1) required observation and such walkthroughs can be done for up to twenty-nine (29) minutes. In addition, to finalize an off-year observation, a teacher will complete a Professional Growth Plan (PGP), one observation, and one conference with a discussion of progress of the PGP.

3. The teacher shall be provided a copy of the walkthrough form, including all

scripted and anecdotal documents relative to the walkthrough no later than four (4) work days following the walkthrough. This form is found in Appendix K-7. Such documents will be redacted as necessary.

4. At the request of the teacher or evaluator, a formal debriefing may occur no later than four (4) work days after the walkthrough to discuss observations relative to the identified focus.

5. Not less than one (1) nor more than four (4) walkthroughs shall be conducted in each evaluation cycle. However, a teacher may request additional walk-throughs in writing.

6. The evaluator shall enter and conduct the walkthrough in as quiet and professional a manner as possible.

M. PLAN OF ASSISTANCE

If performance deficiencies are evident, the teacher will develop, with their evaluator, a Plan of Assistance during the evaluation cycle.

If there is no agreement, the evaluator has discretion to place a teacher on the Plan of Assistance based upon deficiencies in any individual component of the evaluation system.

N. HIGH QUALITY STUDENT DATA

1. When utilizing vendor assessments to construct HQSDs, all related materials shall be purchased, and all affected staff shall be trained on utilization by September 15.

    a. When utilizing a vendor assessment, the district shall assess the financial impact on the budget and provide a copy to the association president within 30 days prior to purchasing the vendor assessment.

    b. The evaluation/HQSD committee shall provide a recommendation to the superintendent and association president on the use of a proposed vendor assessment within 20 days prior to purchase. The committee may ask for the vendor to make a presentation to the committee.

2. Each evaluation shall contain two (2) measures of high-quality student data (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD.

3. HQSD shall be used as evidence in any component of the teacher's evaluation related to the following:

   a. Focus for Learning

   b. Knowledge of Students

   c. Lesson Delivery

   d. Classroom environment

   e. Professional Responsibility

   f. Assessment and Growth of Student Learning

4. HQSD shall not be aggregated to provide "shared attribution" among teachers in a district, building, grade, content area, or other group.

O. PROFESSIONAL GROWTH AND WRITTEN IMPROVEMENT PLANS

1. Professional Growth (found in Appendix K-3) and improvement plans (see Appendix K-4) shall be developed as follows:

   a. Teachers whose Final Summative Rating is "Accomplished" shall develop a self-directed plan for continuing professional growth.

   b. Teachers whose Final Summative Rating is "Skilled" shall develop a professional growth plan collaboratively with the credentialed evaluators and shall have input on the selection of their credentialed evaluators for the evaluation cycle as set forth in this agreement.

   c. Teachers whose Final Summative Rating is "Developing" shall be guided in their professional growth plan with their assigned evaluator.

   d. Teachers whose Final Summative Rating is "Ineffective" shall have a written professional improvement plan developed with their credentialed evaluator. This form can be found in Appendix K-4. The administration shall assign the credentialed evaluator for the evaluation cycle and approve the improvement plan as set forth in this agreement.

   e. In the event that a teacher and evaluator are unable to agree on the evaluator's expectations for the improvement plan, the teacher may request a teacher mentor/coach or another mutually-agreed

teacher of the district to facilitate further discussion between the teacher and the evaluator toward development of the improvement plan. If after these discussions there is no agreement, the evaluator shall have final authority to develop and implement a written improvement plan.

2. Professional growth and written improvement plans for the school year shall be developed not later than September 30.

3. The board shall provide for professional development, including mentoring/coaching, and for the allocation of financial resources to accelerate and continue teacher growth and improvement; and to provide support to poorly performing teachers as set forth in this agreement.

4. A teacher coming from another school district or state shall not be placed on a written improvement plan in their first year.

5. The written improvement plan shall include:

   a. Specific student growth and/or performance expectations, resources, and assistance to be provided;

   b. Timelines for the completion of the plan (see Appendix K-5), which shall be at least one (1) school year for teachers whose Final Summative Rating in the prior school year was "Ineffective"; and

   c. The District will provide reasonable financial, time, material, and human resources to realize the expectations set forth in the plan.

6. The Evaluation Committee will discuss the possibility of providing OTES mentors and other ways to support teachers on improvement plans.

7. Professional growth and improvement plans shall be aligned to the teacher's evaluation, and, if applicable, include one (1) component of the District's or Building's Level Improvement Plan under the Elementary and Secondary Education Act of 1965, as amended by Every Student Succeeds Act.

P. FINALIZATION OF EVALUATION

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

2. Completion of Evaluation Cycle

a. The summative rating of a teacher shall be based upon a preponderance of the evidence in a holistic manner, that is aligned to the Ohio Educator Standards and performance that is assessed through evidence gathered during the walkthroughs and formal observations, including information in the OTES rubric and which has been previously discussed with the teacher in a timely fashion, related to professional responsibilities, that are conducted for the current school year may be used for the final summative assessment.

b. The evaluation shall acknowledge, through the gathered evidence, the performance strengths of the teacher evaluated as well as performance deficiencies, if any.

c. The evaluator shall note evidence used to support the conclusions reached in the formal evaluation report.

d. The evaluation report shall be signed by the evaluator; and the evaluation report shall be signed by the teacher to verify notification to the teacher that the evaluation shall be placed on file. The teacher's signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report (OhioEs).

e. The evaluation report shall be completed, signed by both parties, and filed with the superintendent by May 10.

f. Once every three (3) years the board shall evaluate each teacher assigned an evaluation rating of "Accomplished" on the teacher's most recent evaluation conducted under this article. This evaluation shall be completed by the first day of May of the applicable school year, and the teacher shall receive a written report of the results of the evaluation by the tenth day of May of that school year. Teachers whose most recent evaluation was assigned a rating of "Skilled" shall be evaluated every other year. In the "off-years" teachers shall receive one (1) observation, which shall be comprised of the use of the walkthrough form (Appendix K-7) which is up to twenty-nine thirty (29) (30) minutes of observation time by the evaluator.

g. Final Summative Rating of Teacher Effectiveness (Effectiveness Rating) – The Superintendent shall annually file a report to the Department of Education only utilizing OhioES "Option 3." The parties agree that should the ODE remove Option 3 from the

OhioES choice options or require another means of reporting, they will meet to negotiate this issue.

h. A teacher shall be given by the district one (1) copy of all information and documents obtained through the evaluation process.

3. Response to Evaluation

The teacher shall have the right to submit a written response to the evaluation within twenty (20) school days of receipt of the evaluation report and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.

Q. DUE PROCESS

1. Teachers who disagree with and provide evidence that identifies errors with data sources, data collection or calculation, performance ratings, and/or the summative evaluation rating shall be allowed to discuss the issue with the Superintendent, who shall, in turn, discuss the matter with the SELDTA President.

2. Teacher of Record

a. Each teacher shall have the opportunity to review the students for whom they are identified as teacher of record, the attendance of students, and the linkage of value added or EVASS in order to ensure accuracy in reporting. If the teacher believes either the teacher of record designation or the underlying student information is inaccurate, s/he shall notify the superintendent or his/her designee no later than April 15.

b. If the teacher believes the value added result is inaccurate, s/he shall notify the Superintendent or his/her designee within ten (10) calendar days of the date of the notice.

c. Upon notification, the administration will audit completely the data in question and provide a written report of said audit.

d. If inaccurate value added data has been reported the administration shall remedy the error by reporting the correct information. If the administration is unable to report the correct information the teacher shall not have the value added data count towards their final summative rating and the value added data shall not be used against them in any type of job action.

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

4. If an employee believes the evaluator has violated the procedure established in this Article 14 or that the evaluator's judgment or conclusion is arbitrary, capricious, or unreasonable, the employee may file a grievance pursuant to the provisions of Article 3. The timeline shall begin with the employee's receipt of the signed and final version of a written evaluation for the particular school year or portion of a school year.

5. Any violation of the timelines of the evaluation procedure shall result in the teacher being rated "Skilled" as described herein. If the timeline violation is part of one formal holistic or formal focused observation, the teacher shall be rated as "Skilled" for that formal holistic or formal focused observation. If the violation is due to a procedural or substantive violation of a walkthrough, that walkthrough shall not be used in this part of the evaluation procedure. If more than one timeline violation is found, the teacher shall be deemed "Skilled" in the Final Summative Rating unless the teacher chooses to give an extension(s) to the timeline in order to strive for the higher rating of "Accomplished".

6. If an evaluation is not completed by May 10, the teacher's rating is automatically rated "Skilled."

R. REQUIREMENTS FOR PERSONNEL ACTION

The evaluation procedure contained in this agreement shall not be used in any decision concerning the retention, promotion, removal, reduction, or recall of any teacher until three (3) evaluation cycles have been completed.

ARTICLE 15. JUST CAUSE

A. No teacher shall be disciplined, reprimanded, suspended, nonrenewed, or otherwise deprived of any professional advantage, excluding RIF, without just cause.

The seven tests for determining Just Cause are:

1. Did the Administration give to the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee's conduct?

2. Was the Administration's rule or managerial order reasonably related to (a) the orderly, efficient, and safe operation of the educational process and (b)

the performance that the Administration might properly expect of the employee?

3. Did the Administration, before administering discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?

4. Was the Administration's investigation conducted fairly and objectively?

5. At the investigation did the "judge" obtain substantial evidence or proof that the employee was guilty as charged?

6. Has the Administration applied its rules, orders, and penalties evenhandedly and without discrimination to all employees?

7. Was the degree of discipline administered by the Administration in a particular case reasonably related to (a) the seriousness of the employee's proven offense and (b) the record of the employee in his service with the company?

B. REPRESENTATION

If a teacher is to be disciplined or reprimanded by the Board or its agents, he/she shall be afforded, but not required, the opportunity to have a representative of the Association present in any meeting with the Board or its agents.

ARTICLE 16. SUPERVISING TEACHER-STUDENT TEACHER

A. Policies established by the cooperating university, unless they are in conflict with this Master Agreement, shall be followed in the implementation of the Student Teachers' Program.

B. All certificated/licensed staff will be notified of student teacher options. No Student Teacher shall be assigned to a first-year teacher. Before assigning a Student-Teacher, the administration will ask for volunteers. In cases where no teachers volunteer, the district may assign a teacher with an Accomplished or a Skilled summative rating. However, no Student-Teacher shall be assigned to any Supervising Teacher without his/her prior consent.

C. The district shall not assign a teacher more than one (1) Student-Teacher in any one (1) school year. The district shall not assign a Student-Teacher more than one (1) time every three (3) school years.

D. If there should be a conflict of personalities, or for other reasons as determined by the Supervising Teacher, between the Supervising Teacher and the Student Teacher, the Supervising Teacher, through the Superintendent, may recommend to the cooperating university that the Student Teacher be transferred. Such a

recommendation shall in no way be used in adverse evaluation of the Supervising Teacher.

E. The Student Teacher shall not be used as a substitute teacher.

F. Since the services rendered by the Supervising Teacher are above and beyond the duties and responsibilities of a regular teacher, the Supervising Teacher shall be paid by the district the dollar amount the district receives from the cooperating university, less required payroll deductions for those services rendered outside the regular school day and beyond the duties and responsibilities specified in the teaching contract.

ARTICLE 17. FACULTY RIGHTS

A. ACADEMIC FREEDOM

A professional staff should seek to educate people in the democratic tradition, to foster a recognition of individual freedom and social responsibility; and it is recognized that these democratic values can be best transmitted in an atmosphere which is free from unnecessary censorship, so long as the teachers act with accepted standards of professional behavior using the academic instructional and learning standards adopted by the Ohio Department of Education.

B. CURRICULUM RIGHTS

1. Teachers certified or licensed by the State of Ohio are recognized experts in the classroom. As such, the teacher may determine the appropriate methods of presentation and the design of any particular course within the standards adopted by the Ohio Department of Education.

2. Decisions involving departmental curriculum should be made jointly by the Superintendent, Principal, and each member of the department or grade level involved. If the Superintendent makes a final decision that is contrary to that of the curriculum committee, written reasons will be given for the decision.

C. BOARD POLICY

Teachers and administrative staff shall be required to follow school guidelines as indicated by building handbooks. Any changes to these handbooks will be approved by the board and all parties will be notified in writing within two (2) weeks of board action. Both parties recognize that the Master Agreement supersedes the handbook and board policy as it relates to bargaining unit wages, hours, and terms or conditions of employment.

D. ADMINISTRATIVE SUPPORT

1. Teachers shall receive disciplinary support from the administrative staff when enforcing the student discipline guidelines outlined in both the teacher and student handbooks.

2. Failure of an administrator to provide disciplinary support will be reported to the Superintendent. Such report shall only be made after the teacher(s) hold(s) a meeting with the administrator to discuss the matter. If a report is made to the Superintendent, he/she will address the issue with the administrator and shall thereafter communicate to the teacher(s). If requested by the teacher, the Superintendent will meet with the affected teacher(s), a SELDTA representative if requested by the employee, and the administrator to discuss the issue with the goal of reaching a consensus on how to resolve the issue. Any resolution(s) will be communicated in writing to the affected teacher(s), the SELDTA representative who attended the meeting, and the SELDTA President. This meeting is not subject to the provisions of Article 20.C (SCHOOL DAY).

3. Prior to a student re-entering the classroom environment following an out-of-school suspension resulting from a threat to a teacher, a meeting regarding expectations for the student's re-entry will be held between the building administrator(s) and the affected teacher(s). Relevant information related to student disciplinary issues will be shared with teachers when such information is not otherwise protected by the confidentiality provision of state or federal law.

4. The parties agree to discuss maximizing the benefit SWIS (or a comparable system used in replacement of SWIS) through the DLMC process. This discussion will not count against either side's number of allowed issues.

5. In cases where a parent objects to a teacher's enforcement of the student code of conduct or classroom rule and a scheduled in-person conference is held with the parent to discuss the matter, the teacher shall be afforded the opportunity to be included in the conference and may be required to attend the conference if the determination is made by the administration that it will enhance resolution of the concern.

6. During the 2023-2024 school year, the Parties agree to meet as a joint committee of no more than three (3) teachers chosen by SELDTA and three (3) administrators chosen by the Superintendent to develop building specific cell phone policy recommendations to present to the Board for consideration for approval on or before July 31, 2024. If adopted by the Board, both administration and teachers shall have the responsibility of uniformly enforcing the policy with students. In addition, the Parties agree that the committee shall meet no later than August 29, 2023, in order to discuss how

to uniformly implement and enforce the current cell phone policy with students.

ARTICLE 18. PERSONNEL FILE

A. A personnel file, with an inventory sheet, for each certificated/licensed employee, shall be maintained in the Board office. Each employee shall be responsible for providing the following information to be included in his/her file:

1. Completed application form.

2. Copy of current teaching certificates/licenses.

3. Complete current official transcript.

4. Criminal Background Checks are to remain outside of the personnel general file, but are to be provided by the employee as required by ORC and ODE guidelines.

5. Previous official record of accumulated sick leave days.

6. Official record of previous years of teaching or administrative experience.

7. Official copy of discharge from military service, where applicable.

8. Credentials and other letters of recommendation.

B. All teachers have the right, upon reasonable notice, to view the materials in their personnel file with the Superintendent or his/her designee present, exclusive of confidential letters of recommendation or reference. If an unfavorable statement or notation is in the file, the staff member shall be given an opportunity to place a statement of rebuttal or explanation in his/her file.

C. All documents included in a teacher's file shall be dated and identifiable as to source. Any complaint to be placed in the personnel file, made against a teacher by any parent, student, administrator, or other person, shall promptly be called to the attention of the teacher; the person(s) shall be identified; and the teacher shall be afforded the opportunity to answer or rebut such complaint.

D. Before any document may be placed in the personnel file, it must be documented as to the source, accuracy, relevance, completeness, or timeliness. The teacher may submit a written statement concerning the document to the Superintendent and that shall be physically attached to the document. A written reason(s) for the placement shall be given to the teacher.

E. A teacher may request and shall receive one (1) copy of any item in his/her personnel file, exclusive of confidential letters of recommendation or reference.

F. This sole and official file is to be kept and reviewed in the Board's office.

G. A representative of the teacher may, on behalf of the teacher, review the teacher's personnel file, so long as the representative has obtained written permission from said teacher.

H. Should anyone other than a school official want to review a teacher's personnel file, the teacher will be notified of the request and will be informed as to the identity of the requester, if known. The teacher will have the opportunity to be present when such review takes place.

I. When no documented evidence of a reoccurrence is noted, any negative complaint or disciplinary material in an employee's file shall be expunged after two (2) years upon the employee's request.

ARTICLE 19. MISCELLANEOUS WORKING CONDITIONS

A. OCCUPATIONAL SAFETY AND HEALTH

1. Report Internally First

The parties desire to first deal with safety and health complaints internally to attempt to correct any health or safety allegations. Accordingly, neither the Association nor a bargaining unit member may file a complaint with the Ohio Department of Industrial Relations until after the Board and administration have been notified of the complaint and have had at least a five (5) business day opportunity to resolve the complaint.

2. Right to Reassign

The bargaining unit member will immediately notify his/her supervisor of the condition before exercising his/her right to refuse to work under Section 4167.06 of the Ohio Revised Code because of a condition which the bargaining unit member acting in good faith reasonably believes presents an imminent danger of death or serious harm to the bargaining unit member. The bargaining unit member may be temporarily reassigned while the condition is being investigated and/or corrected.

3. Discrimination to be Grieved

A bargaining unit member who wishes to assert a claim of discrimination as defined in Section 4167 of the Ohio Revised Code shall use the grievance procedure in this contract as the means for asserting such a claim.

4. Hepatitis B Vaccination

All newly hired bargaining unit members will be offered a Hepatitis B vaccination with the cost to be borne by the employer.

B. HARASSMENT

1. A professional staff member's right to freedom from employment discrimination includes the opportunity to work in an environment untainted by sexual or other unlawful harassment. Sexually, racially, religiously, or other unlawfully harassing and offensive speech and conduct are wholly inappropriate to the harmonious employment relationships necessary to the operation of the District and intolerable in a workplace.

2. The unlawful harassment of a staff member of this District is strictly forbidden. Any agent of this Board who is found to have unlawfully harassed a professional staff member will be subject to discipline.

3. The Superintendent shall make appropriate efforts to ensure that all professional staff members and agents of this Board understand this provision and recognize and correct speech and behavior patterns that may be offensive under this provision with or without the intent to offend. The Board policies prohibiting sexual harassment and discrimination shall be posted in appropriate places throughout the District.

4. Additionally, the Board does not condone unlawful harassment based upon sex, race, religion, national origin, ancestry, age, sexual orientation, gender identity or expression, veteran status, political affiliation, union activities or activism or disability and expects the Southeast Schools to be free from such harassment. Harassment of or by bargaining unit members, support staff, students, guests or administrators is strictly forbidden and will not be tolerated. Violation of this provision will result in disciplinary action being taken against the perpetrator.

C. STAFF AREA

Each building shall be provided with a staff area for use by teachers with seating and eating space, a microwave oven and a refrigerator. Vending machines in each staff area will be operated by the teaching staff.

D. ICE, SNOW, DEBRIS, AND GRAVEL

Parking lots, walks, and playground blacktop areas shall be reasonably cleared of all ice, snow, debris, and gravel so they will not be physically hazardous to teachers or pupils. These areas shall be maintained in a reasonable and prudent manner each day that school is in use.

E. FACILITIES

Facilities shall be assigned to a specific building (Primary, Intermediate, Middle School, High School) and scheduled for use by the classes in that buildings first. Use by another building shall not interfere with or supersede the use of the facilities by the building originally assigned. Any use of the area must be cleared by building principal, and the teacher shall be notified. Extracurricular use forms or calendars are to be filled out and given to the respective building secretary which shall be put on a master calendar and can be viewed at any time in the office. However, a principal shall use appropriate discretion in use of classrooms and offices. (EXAMPLE: Use of the primary music room by middle school classes before primary school is in session would have to be approved by the primary building principal.)

F. TEAM-TEACHING

Team-teaching shall be considered to be two (2) to four (4) teachers in a grade level who will coordinate their teaching efforts to cover the assigned curriculum and instruct only the students in their combined homerooms. Special area teachers will continue to provide instruction where appropriate. Scheduling of special classes will be arranged so that teachers wanting to team-teach will have specials scheduled as close to the same time as possible, and have blocks of time when their classes will all be in session, to facilitate homogenous grouping for reading and math. Teachers wishing to team-teach shall notify their building principal by May 1 of the preceding school year. Teams will be formed only with the consent of the affected teachers and principal.

Collaboration on a single unit or lesson is not considered team-teaching. The teacher should inform the building principal of the collaboration and the educational process being used.

G. SECURITY

The teachers employed by Southeast Local Schools shall be provided with security and protection of personal and educational materials, inside and outside school facilities. Teachers shall keep their personal belongings locked and secure as much as possible. Teachers will be provided an area that locks securely. The administration will utilize presently available security gates when deemed necessary.

Bargaining unit members shall not be required or permitted to possess a firearm while on school premises. Other district employees shall only possess firearms on school district property when so authorized as well as directed by the Board of Education and having successfully completed training, and/or required continuing training approved by the Board that exceeds minimal concealed-carry training.

H. SANITATION OF TEACHERS' FACILITIES

The Board agrees that the floors and facilities in the teachers' workrooms and restrooms will be sanitized and maintained appropriately once each day the school is in use.

I. COPIER AND LAMINATOR

Teachers shall have access in each building to a copying machine and a laminator and shall be permitted to operate them. A work area with a paper cutter and telephone (or similar telecommunication device) will be provided in each teacher preparation area for use by teachers.

J. ORDERING MATERIALS

Procedures, guidelines and alternatives for ordering and obtaining instructional materials shall be defined and made known to teachers by May 1st.

K. SPECIAL EDUCATION TEACHER – IEP PREPARATION

Full-time special education teachers who are required to prepare Individualized Education Programs (IEP) will be granted two (2) days of release time for writing the IEPs before the annual conference.

L. CHAPERONING FIELD TRIPS

A teacher who is requested by the Administration to serve as a chaperone on a District approved field trip shall be granted release time from his/her regular duties.

M. NOTIFICATION OF SPECIAL NEEDS STUDENTS

Every teacher will receive a list of his/her students with special education and gifted education needs by the 10th day of the school year.

N. READING IMPROVEMENT PLAN PREPARATION

Full-time regular education teachers who are required to spend one-half day or more writing Reading Improvement Plans (RIMP's) will be granted release time.

O. CURRICULUM REQUIREMENTS

1. Before any major changes to daily schedules, instructional programs, and/or assessments are made, building principals shall gather input through consultation with affected staff when school is in session. When school is not in session, reasonable attempts will be made to gather input.

2. The Board shall only adopt curriculum changes which have followed the process specified above.

P. COMPLAINTS AGAINST BARGAINING UNIT MEMBERS

Unless otherwise required by law, a bargaining unit member shall be notified of a complaint made against him/her within two (2) work days of the complaint being made. Further, except as otherwise required by law, any individual making a complaint about a bargaining unit member shall be first referred to the member to attempt to resolve the issue prior to any administrative involvement.

Q. TEACHER-BASED TEAMS ("TBTs")

Beginning with the 2020-2021 school year, TBTs, district-wide, shall meet on early release days for collaborative discussions. The scheduling of early release days shall continue to be accomplished by the calendar committee, with input from the DLT and BLTs. The TBTs shall determine how best to collect relevant data, through the use of an appropriate data collection instrument as determined by the DLT and/or BLT. The parties will plan and schedule at least five (5) early release days per year during the 2020-2021 school year for teacher-led collaboration with their TBTs. The parties will plan and schedule at least six (6) early release days per year during the 2021-2022 and 2022-2023 school years for teacher-lead collaboration with their TBTs. Collaboration time under this pilot program is intended to be used for the development of strategies for improvement of teaching and learning.

R. TECHNOLOGY

Reasonable efforts will be made to ensure that teachers and students will have sufficient access to all necessary technology to master the skills needed for state tests, if the tests are to be administered online. Additionally, all new teachers will be provided with a computer by their first workday and training on district software. All teachers will be provided sufficient technological support for repairs and troubleshooting.

S. SPECIAL EDUCATION CASE LOADS

Caseloads in special education programs shall conform to the limits specified by O.A.C. 3301-51-09.

T. NEW TEACHER ORIENTATION

Newly hired teachers shall be required to attend a three hour orientation conducted by the district administration and will be compensated a flat rate of ONE HUNDRED DOLLARS ($100.00) for attendance at such orientation. The orientation will occur prior to the first teacher contract day and shall not be

considered part of the contract year nor as an extended day. The Association time set forth in Article 32.A(6) is in addition to this three-hour orientation.

ARTICLE 20. CALENDAR, DAY, AND PREPARATION

A. SCHOOL YEAR

The school year for staff will be one hundred eighty-four (184) days, which includes one hundred seventy-eight (178) student contact days, two (2) orientation and record days, two (2) parent-teacher conference days, and two (2) in-service days, one of which is a documented NEOEA day event or a flexible inservice day. Starting in school year 2025-2026, the school year for staff will be one hundred eighty-three (183) days, which includes one hundred seventy-four (174) student contact days, two (2) orientation days, two (2) parent-teacher conference days, and five (5) in-service days. The in-service/records days shall be structured as follows:

1. One (1) documented NEOEA Day event or a flexible in-service day.
2. Three (3) in-service/records days that shall be scheduled one (1) day in each of the first three (3) grading periods during which, three (3) hours, inclusive of a half-hour of the one (1) hour of lunch provided, shall be for teachers to complete grades and other related work. It is the intent of the parties for the Calendar Committee to schedule at least two (2) of these in-service/records days during the last five school days of a grading period or the first two school days of the succeeding grading period.
3. One-half (1/2) day for room and year preparation at the beginning of the school year, and.
4. One-half (1/2) day at the end of the school year for teacher-directed work.
5. For purposes of paragraph 3 and 4 above, one-half (1/2) day is equivalent to three-and-a-half (3.5) hours.

To meet the requirements of a flexible in-service day, a total of six (6) hours is required. It is to be selected by the teacher with administration approval. Required training for supplemental contracts or education for credit shall not be approved under this provision. Staff is encouraged to attend in-service sessions to meet professional needs. However, any work outside of the approved calendar may be counted with administration approval. Teachers shall report flexible in-service hours by May 1. Summer flexible hours shall count toward meeting the requirement for the upcoming school year. Once the calendar is adopted, any modifications throughout the school year shall have the concurrence of the Association.

B. CALAMITY DAYS

When the school district or individual buildings are closed due to a calamity such as weather, power failures, utility problems, water shortage, or similar unavoidable problems, members of the bargaining unit are not required to report for duty and no deductions shall be made from members' pay. Makeup days for emergency school closings shall be scheduled when total hours of instructional time lost in any school year exceeds thirty (30) hours. These hours will reflect only days closed in their entirety (excluding any hours missed due to early dismissals or delayed starts.) Days of school beyond the 30 hour limit shall be scheduled for makeup as contingency days on the annual Board approved school year calendar. This article fully supersedes and replaces the minimums established in O.R.C. 3313.48.

C. SCHOOL DAY

The school day is no longer than seven (7) hours, which is inclusive of a thirty (30) minute continuous, duty-free uninterrupted lunch and an average of no less than forty-one (41) minutes of daily planning time and preparation period or time. In the event of a teachers meeting/emergency the day may be extended, on very short notice, to seven and one-half (7 1/2) hours. Daily planning time for full-time teachers assigned to grades K-5 shall include one block of at least thirty-five (35) consecutive minutes. It is the intention of the parties not to interrupt teacher planning time for reasons beyond those required for evaluation as described in Article 14-A and 14-B of this Master Agreement. However, if a teacher is required by administration to attend a meeting during their planning time for non-evaluation related reasons more than two (2) times in one month, the teacher will be paid the internal sub rate starting at the third instance of interrupted planning time. Teachers may also be required, with three (3) days' advance notice, to attend meetings outside of the school day to avoid interruption to their planning time, attendance for which teachers will be paid the internal sub rate. Such attendance will be excused in cases of extenuating circumstances. Starting with the 2025-2026 school year, the school day shall be no longer than seven hours and fifteen minutes, which is inclusive of a thirty-minute, continuous, duty-free uninterrupted lunch and an average of no less than forty-one (41) minutes of daily planning time and preparation period or time. In the event of a teachers meeting/emergency, the day may be extended, on very short notice, to seven hours and forty-five minutes. Daily planning time for full-time teachers assigned to grades K-5 shall include one (1) block of at least thirty-five (35) minutes.

1. The starting and ending times of the teachers' working day will be written by August 1, and any percentage increase over seven (7) hours automatically increases the salary by the same percentage. Starting with the 2025-2026 school year, the starting and ending times of the teachers' working day will be written by August 1 and any percentage increase over seven (7) hours and fifteen (15) minutes automatically increases the salary by the same percentage. This applies to an ongoing continuous workday.

2. Teacher assignments are made during the hours that children are expected in school. On occasions, teachers may be asked to supervise or have an assigned role at special events taking place before or after school hours, including such things as Open House, middle school orientation, 8th grade promotion, Educational Fair, Science Fair, Graduation, Freshman Orientation, Kindergarten Information Night, Kindergarten Screening, Fine Arts Night, Awards Ceremonies/Banquets, Family Reading/Math Nights, etc. Non-attendance will not be reason for disciplinary action. In such cases where teachers are asked to perform such additional duties, they shall be provided flexible time credit, as worked out in each building with the building administrator.

3. If possible, conferences should be arranged so that they do not conflict with teacher's instructional time. If that is not possible, release time will be provided.

D. PARENTAL COMMUNICATION

Teachers who wish to mail letters to parents shall provide the school secretary with a legible note. The school and school secretary shall be responsible for mailing.

E. TRAVEL TIME

Any staff required to travel between buildings for assignments shall be provided ten (10) minutes travel time, which would not overlap the thirty (30) minutes lunch or preparation time above.

F. EQUITABLE WORK

Teachers shall have equalized loads in their department or grade level as much as possible. Non-instructional duty periods (study hall, lunch duty, homeroom, etc.) shall be equitably rotated within each building. Teaching load and schedule for teachers in grades 6-12 will be considered when duty assignments are established.

G. EXTENDED DAYS

Any days worked beyond 184 in one school year shall be paid on a daily rate basis commensurate with the training and experience of the affected teacher. Kindergarten orientation will be collaboratively planned by the kindergarten teachers and building principal.

ARTICLE 21. REDUCTION IN FORCE

A. CAUSE(S)

When by reason of decreased enrollment of pupils, financial conditions, return to duty of regular teachers after leaves of absence, or suspension of schools or territorial changes affecting the District, the Board decides that it is necessary to reduce the number of teachers, it may, within policies governing the Southeast Local School District, make a reasonable reduction.

B. ATTRITION

The number of persons affected by a reduction in force will be kept to a minimum by not employing replacements for employees who die, retire, resign, or are terminated or non-renewed. The employment of replacements for some positions may be necessary in the event that employees in the system do not possess the necessary certification/licensure.

C. SUSPENSION OF CONTRACTS

1. Reductions under this procedure shall be accomplished through the suspension of a teacher's contract. The Superintendent shall notify the teacher and the Association in writing of his/her intention to recommend a contract suspension at least thirty (30) days prior to the Board meeting at which such recommendation is to be made. Such notice shall contain the reason for the recommendation.

2. The Treasurer shall notify the teacher in writing, within five (5) work days, of the Board action to suspend his/her contract.

D. NOTIFICATION

At least thirty (30) days prior to a reduction in force, the Board shall give written notice to the Association, through its President, of its intent to effect a reduction in force. Such notice shall contain the reason for the reduction in force and positions affected in each building.

E. ORDER OF REDUCTION shall be accomplished through the exclusive criteria of seniority and certification/licensure, in the order listed below.

1. Limited Contract teachers shall be reduced first, by using the following order:

   a. Certification/Licensure within the affected teaching field

   b. Comparable evaluations as defined in this Agreement

c. When evaluations are comparable, seniority in the District

2. Continuing Contract teachers may be reduced only after all Limited Contract teachers of the same certification/licensure. Such reduction in the Continuing Contract staff shall be according to Ohio Revised Code 3319.17, considering:

   a. Certification/Licensure in the affected teaching field

   b. Comparable evaluations as defined in this Agreement

   c. When evaluations are comparable, seniority in the District

3. The parties agree that the Evaluation Committee shall have the opportunity to develop and present recommendations to the negotiating teams regarding a comparability transition period for the transition from OTES 1.0 to OTES 2.0. Inclusion of a transition period if any, shall be by agreement of the parties that a transition period is needed.

F. PROCEDURE

1. On or before November 1 of each school year, the Superintendent shall provide the SELDTA President with a seniority list of all teachers in the school system in their areas of certification/licensure. Teachers shall be placed on all lists for which they are certified/licensed. As additional certification/licensure is obtained, the list shall automatically be updated.

2. Consistent with the provisions of Paragraph F.1., above, exceptions to preferences for retention based on seniority may be made when it is necessary to do so in order to comply with State and Federal laws relating to employment with the aforesaid Paragraph F.1.

3. Seniority shall be determined by the length of continuous service in the District. If two (2) or more teachers have the same length of continuous service, then seniority will be determined by:

   a. The date of the Board meeting at which the teacher was hired; and then by

   b. The date on which the teacher submitted a completed job application. If a tie still exists, the employees who share the same seniority date shall participate in a coin toss in the presence of the Superintendent and Association President. Length of continuous service will not be interrupted or affected by authorized Leaves of Absence. Unpaid Leaves of Absence shall not be included in the calculation of years of service in determination of seniority.

4. Teachers selected for RIF shall immediately be placed on a RIF List compiled from the seniority list provided for above. Teachers released shall not appear on this list.

5. The Board shall notify every affected teacher and the Association President of those teachers being released and the recall order. As each person is reemployed, the Board shall notify the Association.

6. A teacher whose contract was suspended because of staff reduction shall, if he/she desires, be placed on the substitute list.

G. RECALL

1. Any teacher unemployed as a result of staff reductions shall be recalled in reverse order of being released, provided the teacher is certified/licensed.
2. While there are previous teachers of the District who are unemployed as a result of a reduction in force, and who possess the proper certification/licensure to fill any vacancy which may arise, no new teacher(s) shall be hired.

3. The Board shall give written notice of recall by Registered or Certified Letter to the teacher at the last known address. It shall be the responsibility of each teacher to notify the Board Treasurer of any change of address.

4. Within twelve (12) work days of the certified mailing of the offer to return to employment, the teacher shall accept the position by replying in writing or by phone, or it shall be determined that he/she has declined the position. If unclaimed, the certified notice will be resent once. No new staff member shall be hired until all staff on recall who are certified/licensed have been offered an opportunity in writing to return to active employment in accordance with this Article. It is the teacher's responsibility to keep his/her address current with the treasurer's office.

5. Teachers returning to employment after a reduction in force shall resume their previous contract status, seniority, salary, and fringe benefits.

6. If a teacher declines an offer to return, or does not answer a request to return, said teacher shall be removed from the recall list and the Board shall have no further obligation to that teacher.

7. Continuing Contract teachers shall have unlimited recall rights. Limited Contract teachers, if not reinstated, shall remain on suspension for a period of no less than twenty-five (25) months from the effective date of the suspension. Upon expiration of the twenty-five (25) months, the teacher may, by Board action, be released from his/her contract.

ARTICLE 22. DEDUCTIONS

A. VOLUNTARY DEDUCTIONS

1. Certificated/Licensed personnel may request the following payroll deductions, upon completion of proper forms submitted to the Treasurer. There shall be a $1.00 minimum per pay per deduction beginning the first pay in October and running consecutively for 10, 18 or 26 pays.

    a. Tax Sheltered Annuities - 5% of the teaching staff must sign-up for a new company before it can be started. Changes in existing annuities accounts can be done at the beginning of any month.

    b. Supplemental Sick Pay Insurance

    c. SELDTA Approved Credit Union
    (The Treasurer will forward the total amount deducted to the Credit Union within two (2) working days of the deduction.)

    d. FCPE (Fund for Children and Public Education)

    e. United Way

    f. All Dues

B. PROFESSIONAL ASSOCIATION DUES

Deductions of Association dues shall be an exclusive right conferred upon SELDTA, as the recognized representative of the certified/licensed personnel, as defined in RECOGNITION contained herein.

1. Each member of SELDTA shall submit a payroll deduction form to the SELDTA Treasurer by the end of the first week of school. This payroll deduction form shall continue to be effective from year to year. The School District Treasurer shall have the form prior to making deductions.

    a. The deductions shall be made equally, except as necessary the last deduction may be adjusted accordingly, from each bi-weekly paycheck for eighteen (18) consecutive pays, commencing with the first pay in October.

    b. These deductions shall continue from year to year automatically unless authorization is revoked in writing to the District Treasurer and the SELDTA Treasurer. The Association shall forward to the Treasurer and to the employee, by October 1 of each year, the amount to be deducted for that year.

c. The Board Treasurer shall forward to the Association the total amount deducted, with a listing of any changes since the last deduction.

ARTICLE 23. PAYROLL

A. DISTRIBUTION OF PAY

If the pay day falls on a day that is not a regularly scheduled work day, the paychecks will be given the day before the pay day. If that date is not a regularly scheduled work day, then the checks will be mailed two (2) days before the pay day.

Employees hired on or after July 1, 2014 shall be required to receive their pay via direct deposit.

B. DISTRIBUTION AT SCHOOL

Each paycheck not mailed shall be placed in a sealed envelope prior to distribution to the school buildings.

C. FORMS

All employees will be required to complete the forms requested by the Treasurer prior to receiving the initial check at the beginning of each school year.

D. SUMMER PAY

During the summer, paychecks will be sent to one (1) address of the employee's choosing at Board expense.

E. LUMP SUM SUMMER PAY OPTION

Certificated/Licensed staff members may receive remaining paychecks from their yearly salary on the first pay in July, by making a request to the Board Treasurer in writing, by April 15. The amount of money due the employee will be paid in a lump sum, with the deductions for the lump sum determined by the number of checks regularly planned for summer distribution. However, this paycheck shall be distributed to the requestor upon certified completion of all assigned responsibilities.

This privilege shall, annually, be granted to up to ten percent (10%) of the staff on a first-come/first-served basis.

F. DOCKED DAYS FOR BOARD APPROVED LEAVES

Deductions from salary for days docked will be pro-rated one time per year over the remaining pay periods in a school year; if the deduction would exceed twenty-five percent (25%) of a paycheck, the teacher shall have the option to set up an alternative pay plan with the Board Treasurer. Dock days will only be approved in extenuating circumstances.

G. SALARY EXPERIENCE CREDIT

For teachers newly employed by the Southeast Local Schools, experience credit on the salary schedule will be granted as follows:

1. One year of credit for each year (120 days or more) on a teacher's contract in Southeast Local Schools not to exceed ten (10) years:

2. One year of credit for each year (120 days or more) on a teacher's contract in another Ohio public school not to exceed ten (10) years;

3. One year of credit for each year (eight (8) months or more) of active military duty, not to exceed five (5) years;

4. No credit is required to be granted for experience in non-public accredited schools, chartered schools or non-Ohio public schools, but the Board may, in its discretion, grant up to four years credit for such service.

Under no circumstances will the credit granted under this section exceed a total of 10 years credit on the salary schedule.

H. CREDIT UNION, ASSOCIATION DUES, AND ANNUITY DEDUCTIONS

Credit Union, Association dues, and annuity deductions from a teacher's paycheck shall be transferred to the proper recipient within two (2) working days. Said transfer of money is contingent upon the recipient having provided the Board Treasurer with the proper documents for the transfer.

I. ASSOCIATION TREASURER

Deductions for Association dues will be given to the Association Treasurer on pay day for which deductions are made.

J. SALARY TRAINING COLUMN ADVANCEMENT

Bargaining unit members who intend to advance to a higher training column on the salary schedule must notify the Treasurer's Office by submitting the appropriate form (found in Appendix Q) by June 15th prior to the school year for which

compensation will be credited. Official university transcripts must be on file no later than September 30th. Failure to provide documents by these deadlines will result in the negation of the salary schedule advancement in that school year.

ARTICLE 24. REGULAR SALARY

A. SOUTHEAST LOCAL 2020-2023 SALARY SCHEDULE

The base salary shall be:

2023-2024 4% ($36,368)
2024-2025 4% ($37,822)
2025-2026 4%, plus an additional $750 on the base ($40,085) for the 2025-2026 school year

Bargaining unit members shall receive a Longevity Increment of $500 upon reaching thirty (30) years of service with the District and each year thereafter. Bargaining unit members shall receive an additional $500 Longevity Increment upon reaching thirty-five (35) years of service and each year thereafter. Longevity increments shall be paid in the second payroll in May. In order to be eligible, the employee must work through April 30 of that school year.

B. ATHLETIC PASS

All bargaining unit members shall receive one (1) athletic pass for himself/herself, a spouse, and his/her school age children to all home events. Children must be accompanied by a parent who is a bargaining unit member in order to be admitted to athletic events with this pass.

C. STRS "PICK-UP" UTILIZING THE SALARY REDUCTION METHOD

The Southeast Local Board of Education agrees with the Southeast Local Teachers' Association to STRS "pick-up" utilizing the salary reduction method contributions to the State Teachers Retirement System paid upon behalf of the employees, at no cost to the Board, in the bargaining unit, under the following terms and conditions:

1. The amount to be "picked-up" on behalf of each employee shall be the then current rate of the employee's gross annual compensation. The employee's annual compensation shall be reduced, at no cost to the Board, by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.

2. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer "pick-up".

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

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

If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this Article of the Agreement shall be declared null and void.

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Step	BA	150 Hours	MA	MA+20
0	1.0950	1.1450	1.3050	1.3550
1	1.1450	1.1950	1.3550	1.4050
2	1.1950	1.2450	1.4050	1.4550
3	1.2450	1.2950	1.4550	1.5050
4	1.2950	1.3450	1.5050	1.5550
5	1.3350	1.3850	1.5450	1.5950
6	1.3850	1.4400	1.6000	1.6500
7	1.4400	1.4900	1.6500	1.7000
8	1.4900	1.5400	1.7000	1.7500
9	1.5300	1.5800	1.7400	1.7900
10	1.5800	1.6300	1.7900	1.8400
11	1.6300	1.6800	1.8400	1.8900
12	1.6800	1.7300	1.8900	1.9400
13	1.7200	1.7700	1.9300	1.9800
14	1.7600	1.8100	1.9700	2.0200
15	1.7950	1.8450	2.0050	2.0550
16	1.8250	1.8750	2.0350	2.0850
17	1.8250	1.8750	2.0350	2.0850
18	1.8550	1.9050	2.0650	2.1150
19	1.8550	1.9060	2.0650	2.1150
20	1.8550	1.9050	2.0650	2.1150
21	1.8750	1.9250	2.0850	2.1350
22	1.8750	1.9250	2.0850	2.1350
23	1.8750	1.9250	2.0850	2.1350
24	1.8950	1.9450	2.1050	2.1550
25	1.8950	1.9450	2.1050	2.1550
26	1.8950	1.9450	2.1050	2.1550
27	1.9150	1.9650	2.1250	2.1750
28	1.9150	1.9650	2.1250	2.1750
29	1.9150	1.9650	2.1250	2.1750
30	1.9350	1.9850	2.1450	2.1950
31	1.9350	1.9850	2.1450	2.1950
32	1.9350	1.9850	2.1450	2.1950
33	1.9850	2.0350	2.1950	2.2450

Base Salary 36,368
2023-2024

Step	BA	150 Hours	MA	MA+20
0	39,823	41,641	47,460	49,279
1	41,641	43,460	49,279	51,097
2	43,460	45,278	51,097	52,915
3	45,278	47,097	52,915	54,734
4	47,097	48,915	54,734	56,552
5	48,551	50,370	56,189	58,007
6	50,370	52,370	58,189	60,007
7	52,370	54,188	60,007	61,826
8	54,188	56,007	61,826	63,644
9	55,643	57,461	63,280	65,099
10	57,461	59,280	65,099	66,917
11	59,280	61,098	66,917	68,736
12	61,098	62,917	68,736	70,554
13	62,553	64,371	70,190	72,009
14	64,008	65,826	71,645	73,463
15	65,281	67,099	72,918	74,736
16	66,372	68,190	74,009	75,827
17	66,372	68,190	74,009	75,827
18	67,463	69,281	75,100	76,918
19	67,463	69,317	75,100	76,918
20	67,463	69,281	75,100	76,918
21	68,190	70,008	75,827	77,646
22	68,190	70,008	75,827	77,646
23	68,190	70,008	75,827	77,646
24	68,917	70,736	76,555	78,373
25	68,917	70,736	76,555	78,373
26	68,917	70,736	76,555	78,373
27	69,645	71,463	77,282	79,100
28	69,645	71,463	77,282	79,100
29	69,645	71,463	77,282	79,100
30	70,372	72,190	78,009	79,828
31	70,372	72,190	78,009	79,828
32	70,372	72,190	78,009	79,828
33	72,190	74,009	79,828	81,646

Base Salary 37,823
2024-2025

Step	BA	150 Hours	MA	MA+20
0	41,416	43,307	49,359	51,250
1	43,307	45,198	51,250	53,141
2	45,198	47,089	53,141	55,032
3	47,089	48,980	55,032	56,923
4	48,980	50,872	56,923	58,814
5	50,493	52,384	58,436	60,327
6	52,384	54,465	60,516	62,407
7	54,465	56,356	62,407	64,299
8	56,356	58,247	64,299	66,190
9	57,869	59,760	65,812	67,703
10	59,760	61,651	67,703	69,594
11	61,651	63,542	69,594	71,485
12	63,542	65,433	71,485	73,376
13	65,055	66,946	72,998	74,889
14	66,568	68,459	74,511	76,402
15	67,892	69,783	75,835	77,726
16	69,026	70,918	76,969	78,860
17	69,026	70,918	76,969	78,860
18	70,161	72,052	78,104	79,995
19	70,161	72,090	78,104	79,995
20	70,161	72,052	78,104	79,995
21	70,918	72,809	78,860	80,752
22	70,918	72,809	78,860	80,752
23	70,918	72,809	78,860	80,752
24	71,674	73,565	79,617	81,508
25	71,674	73,565	79,617	81,508
26	71,674	73,565	79,617	81,508
27	72,431	74,322	80,373	82,264
28	72,431	74,322	80,373	82,264
29	72,431	74,322	80,373	82,264
30	73,187	75,078	81,130	83,021
31	73,187	75,078	81,130	83,021
32	73,187	75,078	81,130	83,021
33	75,078	76,969	83,021	84,912

Base Salary 40,086
2025-2026

Step	BA	150 Hours	MA	MA+20
0	43,894	45,898	52,312	54,316
1	45,898	47,902	54,316	56,320
2	47,902	49,907	56,320	58,325
3	49,907	51,911	58,325	60,329
4	51,911	53,915	60,329	62,333
5	53,514	55,519	61,932	63,937
6	55,519	57,723	64,137	66,141
7	57,723	59,728	66,141	68,146
8	59,728	61,732	68,146	70,150
9	61,331	63,335	69,749	71,753
10	63,335	65,340	71,753	73,758
11	65,340	67,344	73,758	75,762
12	67,344	69,348	75,762	77,766
13	68,947	70,952	77,365	79,370
14	70,551	72,555	78,969	80,973
15	71,954	73,958	80,372	82,376
16	73,156	75,161	81,574	83,579
17	73,156	75,161	81,574	83,579
18	74,359	76,363	82,777	84,781
19	74,359	76,403	82,777	84,781
20	74,359	76,363	82,777	84,781
21	75,161	77,165	83,579	85,583
22	75,161	77,165	83,579	85,583
23	75,161	77,165	83,579	85,583
24	75,962	77,967	84,380	86,385
25	75,962	77,967	84,380	86,385
26	75,962	77,967	84,380	86,385
27	76,764	78,768	85,182	87,186
28	76,764	78,768	85,182	87,186
29	76,764	78,768	85,182	87,186
30	77,566	79,570	85,984	87,988
31	77,566	79,570	85,984	87,988
32	77,566	79,570	85,984	87,988
33	79,570	81,574	87,988	89,992

ARTICLE 25. SUPPLEMENTAL PAY SCHEDULE

A. PERCENT OF BASE

17%
A. HEAD BOYS BASKETBALL (1)
B. HEAD FOOTBALL (1)
C. HEAD WRESTLING (1)
D. BAND DIRECTOR (1)
E. HEAD GIRLS BASKETBALL (1)

12%
A. HEAD BOYS BASEBALL
B. HEAD BOYS TRACK
C. HEAD GIRLS TRACK
D. HEAD GIRLS VOLLEYBALL
E. HEAD GIRLS SOFTBALL
F. ASSISTANT BOYS BASKETBALL
G. ASSISTANT FOOTBALL
H. ASSISTANT WRESTLING
I. ASSISTANT GIRLS BASKETBALL
J. HEAD BOYS SOCCER COACH
K. HEAD GIRLS SOCCER COACH
L. HEAD GIRLS BOWLING
M. HEAD GIRLS TENNIS

10%
A. ASSISTANT ATHLETIC DIRECTOR
B. ASSISTANT BASEBALL
C. ASSISTANT BOYS TRACK
D. ASSISTANT GIRLS TRACK
E. ASSISTANT GIRLS SOFTBALL
F. ASSISTANT GIRLS VOLLEYBALL
G. ASSISTANT BOYS SOCCER COACH
H. ASSISTANT GIRLS SOCCER COACH
I. YEARBOOK ADVISOR
J. DRAMA CLUB ADVISOR
K. JUNIOR CLASS ADVISOR
L. ASSISTANT BAND DIRECTOR
M. FFA ADVISOR

8%
A. HEAD BOYS GOLF
B. HEAD GIRLS GOLF
C. HEAD BOYS CROSS COUNTRY
D. HEAD GIRLS CROSS COUNTRY
E. CHORAL DIRECTOR
F. MIDDLE SCHOOL CHEERLEADING

6%
A. SENIOR CLASS ADVISOR
B. PEP CLUB
C. QUIZ BOWL/ACADEMIC CHALLENGE
D. HS STUDENT COUNCIL
E. DANCE LINE/MAJORETTE ADVISOR
F. LEAD MENTOR

5%
A. HEAD BASKETBALL CHEERLEADING ADVISOR
B. HEAD FOOTBALL CHEERLEADING ADVISOR
C. MIDDLE SCHOOL DRAMA
D. PROBATIONARY COACH

4%
A. SOPHOMORE CLASS ADVISORB.
B. FRESHMAN CLASS ADVISOR
C. ASSISTANT DRAMA ADVISOR
D. M.S. STUDENT COUNCIL
E. FCCLA
F. ESPANCAIS CLUB
G. MENTOR
H. ART CLUB - one each building (primary, intermediate, middle, high school)
I. H.S. SCIENCE CLUB ADVISOR
J. M.S. SCIENCE CLUB ADVISOR
K. NATIONAL HONOR SOCIETY
L. ASSISTANT FOOTBALL CHEERLEADING
M. ASSISTANT BASKETBALL CHEERLEADING
N. THINK TANK
O. LINK CREW
P. WEIGHT ROOM SUPERVISOR
R. ENGLISH CLUB (Grades 6-12)
S. MIDDLE SCHOOL BAND DIRECTOR
T. MIDDLE SCHOOL CHOIR DIRECTOR

3%
A. SADD
B. LPDC
C. K-5 CURRICULUM CLUBS (Options include reading, science, math, music, student council, recreation; first options for academics)
D. Math 24 (Grades 3-5)
E. Dynamic Dribblers
F. Fishing Club

2%
A. INTRAMURALS

OTHERS
A. HOME INSTRUCTOR/ TUTORING-- $18.00 per hour
B. INTERNAL SUBSTITUTING 0.00065 of BA-0 PER TEACHING PERIOD
C. AFTER-SCHOOL DETENTION SUPERVISOR - $18.00 PER HOUR

B. INTERNAL SUBSTITUTING

Teachers shall not be required to substitute or cover classes for absent teachers. However, those teachers who wish to do so shall be compensated at a rate of 0.00065 of the BA-0 base salary per class covered. Block scheduling coverage shall be considered two (2) class periods. Internal substitute pay will be given to teachers if the teacher wishes to forfeit a planning period during state mandated testing or any other event the teacher is asked to cover. This section does not

apply to teachers who make prearranged agreements among themselves who shall do so only with prior notice to the building administrator.

C. SUPPLEMENTALS BASED ON BA-0

Supplemental salaries shall be calculated on the "BA-0" step which is the base salary.

D. SUPPLEMENTAL ACTIVITY PAY INCREMENTS (HIRED PRIOR TO 7/1/00)

To calculate supplemental salary, multiply the given percentage by the BA-0 step base salary, and multiply that resulting figure by the given Index number commensurate with experience.

Years	Index	17%	12%	10%	8%	6%	5%	4%	3%	2%
0	1.00									
1	1.10									
2	1.20									
3	1.30									
4	1.40									
5	1.50									

E. SUPPLEMENTAL ACTIVITY PAY INCREMENTS (HIRED AFTER 7/1/00)

Effective with new hires after July 1, 2000, the following supplemental activity pay increment schedule will be in effect.

Years	Index
0-1	1.00
2-4	1.10
5-9	1.20
10 or more	1.35

F. COACHING EXPERIENCE

Experience as a coach within a sport in the Southeast Local School District will count as experience if moved to a different coaching position within a sport.

1. The number of years transferable from the assistant coach column to the head coach column shall be only the number of years necessary to ensure no decrease in salary or salary less than any of their assistants.

2. When a new coach is hired, any credit for years of experience outside of the Southeast Local Schools may be granted at the discretion of the Board.

G. AWARD MONEY

Teachers involved in student activities or performances where the students or groups involved receive monetary awards as a result of their level of performance shall use all such monies to purchase educational supplies/equipment or deposit the money into the group's student activity fund.

H. Bargaining unit members who initiate new clubs, sports, or other similar activities shall coach/advise such activities on a pilot basis for two (2) years. If, after the second year, student participation warrants continuation of the activity, the parties to this Agreement shall meet to negotiate whether to include the activity in the supplement list and, if so, the compensation for the position.

I. A teacher may hold up to six (6) supplemental positions in any single school year, unless no one else in the bargaining unit has applied for a given position. This provision does not apply to any teacher who held more than seven (7) supplemental positions during the 2016-2017 school year.

J. The number of probationary/assistant coaches hired in any sport shall be dependent upon student participation and supervision needs, as determined by the Superintendent on an annual basis.

K. In the event an administrator employed by the District also holds a supplemental contract as a head coach, that administrator shall not conduct teacher performance evaluations, as provided in Article 14, of any teacher who holds a supplemental contract as an assistant coach in the same sport as the administrator. In such circumstances, the Superintendent/Principal will assign a credentialed evaluator to the teacher/assistant coach with input from the teacher/assistant coach.

ARTICLE 26. INSURANCES

The effective date of the Major Medical Plan shall be September 1, 2020.

Refer to Appendix N for further specifics regarding the following insurances.

A. MAINTENANCE OF COVERAGE

The Board shall have the right to change insurance carriers during the term of this Agreement, provided that the level of coverage is maintained at or above current specifications. [*Durable Medical Equipment will include breast pumps.*]

B. CHANGING SINGLE COVERAGE TO FAMILY COVERAGE

It is the teacher's obligation to notify the Board, within thirty (30) calendar days, of any changes in single or family coverage

C. HOSPITALIZATION/MAJOR MEDICAL INSURANCE

1. Effective July 1, 2022, the Board shall pay ninety-one percent (91%) of the premium of Board-approved insurance for either Single or Family Plan, as selected by the teacher. If both a husband and wife are employed by the Board, the Board shall pay 100% of the premium of a Family Plan. Effective with the start of the 2024-2025 school year, the Board shall pay 90% of the premium of the Board approved insurance for either Single or Family Plan, as selected by the teacher. If both a husband and wife are employed by the Board, the Board shall pay 100% of the premium of the a Family Plan.

2. The in-network deductible shall be $300/$650 (out-of-pocket maximum $1,000/$1,500). The non-network deductible shall be $650/$1,300 (out-of-pocket maximum $2,000/$4,000).

D. LIFE INSURANCE

The Board shall pay the premium for $50,000 of Term Life Insurance. Any teacher age 70 or older shall not be eligible for this benefit.

E. PRESCRIPTION DRUG INSURANCE

1. Effective with the start of the 2019-2020 school year, the Board shall pay 93% of the premium for a Single or Family Prescription Drug Plan. Effective July 1, 2021, the Board shall pay ninety-two percent (92%) of the premium of Board-approved Single or Family Prescription Drug Plan, as selected by the teacher. Effective July 1, 2022, the Board shall pay ninety-one percent (91%) of the premium of Board-approved Single or Family Prescription Drug Plan, as selected by the teacher. If both a husband and wife are employed by the Board, the Board shall pay 100% of the premium of the Family Plan.

2. Prescription co-pays shall be $4.00 for generic drugs, $10.00 for formulary brand drugs and $25.00 for other brand drugs.

F. DENTAL INSURANCE

The Board shall pay the total premium payments for Dental Insurance coverage for Single or Family Plan, as selected by the employee. The Dental coverage shall be no less than that provided by the Benefit Services Plan in effect as of April 1, 1986.

Benefits to include orthodontia for all participants, including "Invisalign," and implants while maintaining the maximum benefits in the current contract provisions - $2,000.00 for Class I, II, III and maximum of $1,500.00 for orthodontia.

G. VISION INSURANCE

The Board shall provide Single or Family Vision Insurance. The Plan will be Benefit Services Plan A.

Effective July 1, 2020, the Vision Insurance Plan will include the following changes:

Vision examination (limited to 1 exam every 12 months):

100% up to $100.00

Spectacle Lenses (limited to 2 lenses every 12 months):

Single Vision Lenses	100% up to $100.00
Bifocal Lenses	100% up to $115.00
Trifocal Lenses	100% up to $130.00
Lenticular Lenses	100% up to $215.00

Frames (limited to 1 each 12 months):

100% up to $125.00

Contact Lenses (limited to 1 set each 12 months):

Elective	100% up to $125.00 (for all services)
Necessary	100% up to $325.00

H. HEALTH BENEFIT OPTION

1. Each eligible employee may elect not to participate in the District's insurance plans and will receive the following cash payments in lieu of coverage, provided, however, that each such employee electing not to participate in the insurance plans shall provide proof of coverage from elsewhere in order to be eligible for such option:

	Family	Single
Hospital and Major Medical	$1380.00	$530.00
Vision	$20.00	$20.00
Dental	$120.00	$120.00
Total	$1520.00	$670.00

a. Employees must make the decision to opt out of coverage during the

annual hospitalization enrollment period of September, and provide proof of other coverage along with their opt-out notice. Payment will be made on the first pay in November following the enrollment period, and will be passed through the district's Section 125 Plan, following verification of the appropriate legal steps required under said plan.

b. The following deductions will be made from the cash payment: federal and state taxes, and Medicare (if applicable).

c. Should an employee have, under the terms of the insurance plan, a legal status change during the year (12 months), or if the coverage obtained elsewhere is terminated, the employee will have the needed benefits reinstated by making written notification to the Treasurer of the District. The cash payment will be prorated and the employee will have to reimburse the board for any overpayment (gross amount).

d. A married couple, i.e., both spouses, employed by the Southeast Local Schools may participate in the opt-out provision in Section H of Article 26 by providing the required notice. In that event, a married couple will receive payment for a "single" opt-out and retain family health insurance benefits. The Board will continue to pay 100% of the premium for the married couple's family health insurance plan.

If a married couple, i.e., when both spouses employed by the Southeast Local Schools, elects to fully opt-out of health insurance benefits and health insurance coverage, the married couple may provide appropriate notice and receive one (1) "family" opt-out payment.

2. A Section 125 Plan will be established for all bargaining unit members who participate in the District's Insurance Plan.

I. INSURANCE STUDY COMMITTEE

The parties agree that providing appropriate health care coverage while containing and controlling health care costs is in the long term best interest of the Board and its employees. Therefore, there will be established an insurance study committee which shall be comprised of two (2) members of SELDTA, two (2) members of SSSPA, one (1) member of OAPSE, and two (2) members of the administration and/or Board. Bargaining unit members will be appointed by their respective Association president; administrators will be appointed by the Superintendent. This committee will meet a minimum of two times per year and will review the District's present insurance coverage in addition to obtaining available information regarding alternative concepts, products, plans, carriers, etc.

J. A two hundred twenty-five dollar ($225) stipend shall be paid to each bargaining unit member in the last pay in December of 2021 and 2022.

ARTICLE 27. SEVERANCE PAY

A. The Board will grant a teacher who is retiring, severance pay equal to the teacher's unused accumulated sick leave days at the teacher's per diem rate of pay, as determined by the employee's final step on the salary schedule divided by the number of contract days in the school year.

B. Payment of severance pay shall eliminate all accrued sick leave days.

C. The formula for calculating severance pay shall be:

YEARS IN SOUTHEAST LOCAL SCHOOL DISTRICT	
0 - 5 years	10% of Accumulated Sick Days
6 - 15 years	25% of Accumulated Sick Days
16 - UP years	30% of Accumulated Sick Days

Regardless of the percentage received, the maximum number of days payable under this provision is seventy-five (75) days.

D. PAYMENT AND DEFERRAL OF SEVERANCE

1. Retiring employees who are members of the bargaining unit that is represented by the Southeast Local District Teachers' Association (the "SELDTA") and who are covered by this collective bargaining agreement (the "CBA") between the Board and the SELDTA and who are eligible for the Severance Pay Deferral Program as defined below, shall have the total amount that otherwise would be payable to them as Severance Pay (as defined below) paid by the Employer into a non-elective Plan Contract that has been designated by the retiring Employee from the list of Board-approved vendors for that purpose (the "Designated Contract"). Payment of such amounts under this Section and the applicable section of the Southeast Local School District Section 403(b) Plan shall be in lieu of payment of such amounts directly to the retiring Employee; and no retiring Employee shall have the option of receiving payment of such amounts directly in cash.

2. The provisions of this Section are hereinafter referred to as the SELDTA Severance Pay Deferral Program. The terms of the SELDTA Severance Pay Deferral Program shall include the following:

   a. Participation in the SELDTA Severance Pay Deferral Program shall be mandatory for all "Covered Employees." A Covered Employee shall be any Employee who meets the following requirements:

      (1) The Employee retires on or after June 1, 2021 and thereby becomes entitled to "Severance Pay."

(2) The Employee's last day of employment is in or after the calendar year Employee attains (or will attain) age 55.

(3) The Employee has a Severance Payment to be paid by the Board of at least five thousand dollars ($5,000).

b. For purposes of the SELDTA Severance Pay Deferral Program, the term "Severance Pay" shall be as defined in Sections A and C of this Article.

c. The Employer Contribution made on the behalf of the Covered Employee under the SELDTA Severance Pay Deferral Program in each calendar year shall be in an amount equal to the lesser of:

(1) The total amount of the Covered Employee's Severance Pay.

(2) The maximum contribution amount allowable under the terms of this Plan, and Article 27 of this Master Agreement.

d. The required Employer Contribution under the SELDTA Severance Pay Deferral Program shall be made at the request of the employee but not later than January 31 of the year following retirement.

e. To the extent that the Employer Contribution under the SELDTA Severance Pay Deferral Program exceeds the maximum amount allowable under this Plan in the calendar year of payment, the excess amount shall be payable to the 403(b) Plan in January in subsequent calendar year(s), up to the maximum amount allowable under this Plan, for up to a maximum of two (2) calendar years after the calendar year of the Covered Employee's retirement; and if there is any remaining amount of Severance Pay, the excess amount shall be paid to the Covered Employee in cash.

f. The Designated Contract shall be a Plan Contract through a Board-approved vendor; provided, however, the Board shall continue to have authority to continue to approve or disapprove of Plan Providers. A Covered Employee under the SELDTA Severance Pay Deferral Program shall complete any enrollment forms or other forms the Covered Employee may be required to have the Employer Contribution under this Plan paid on his or her behalf to the Designated Contract; and unless and until the Covered Employee does so, no Employer Contribution of Severance Pay shall be made to the Designated Contract on behalf of the Covered Employee. Such designation must be made not later than thirty (30) calendar days of the employee's retirement date.

g. If a Covered Employee is entitled to have an Employer Contribution paid under the SELDTA Severance Pay Deferral Program and dies prior to such contribution being paid to the Designated Contract, an amount equal to the unpaid contribution shall nevertheless be paid in cash directly to the designated beneficiary of the Covered Employee; and if there is no designated beneficiary, it shall be paid to the estate of the deceased Covered Employee.

h. Any employee who is entitled to severance pay who is not a Covered Employee as defined in this Article will continue to be eligible for any and all severance payments in accordance with this Article. The employee may elect to defer such payments through a Designated Contract as otherwise described herein.

ARTICLE 28. LEAVES

Teachers returning to employment after any Board-approved leave shall resume their previous contract status, seniority, salary and fringe benefits. One hundred twenty (120) days of teaching within a school year will count as one (1) year of experience for movement on the salary schedule.

A. SICK LEAVE

Refer to the following sections of the state statutes (Ohio Revised Code) for clarification of definitions: 3319.141.

1. Amount of Days and Bonuses

All teachers shall be entitled to one and one-fourth (1-1/4) sick leave days for each month of service, or fifteen (15) days per school year, cumulative without limit. In each calendar year, if no sick days are used, said employee should receive a bonus/award.

a. Each full-time employee who completes a nine-week grading period without using any sick, unpaid or personal leave days shall be paid a bonus of Two Hundred Dollars ($200.00). An employee completing the entire school year without using any such leave would receive an additional Two Hundred Dollars ($200.00) bonus.

b. The bonuses above shall be paid for the entire year not later than the second pay after the end of the school year.

c. The conversion of unused personal leave to sick leave as provided in Section B, 6 of this Article shall not be utilized to qualify for the bonus(es) identified above.

d. The conversion of unused personal leave to sick leave as provided in Section B., 6., of this Article shall not be utilized to qualify for the bonus(es) identified above.

2. Advancement of Five Days

All teachers shall be entitled to an advancement of five (5) sick leave days, if the number of days used exceeds the number accumulated. So long as the teacher remains in the employment of the Board, the teacher is required to earn back any advanced sick leave days so no loss in pay results. Should the teacher leave the employment of the Board, be placed on unpaid leave of absence, or die, any remaining advanced sick leave days will be deducted from the final adjusted pay or estate.

3. Reasons for Use of Sick Leave

Sick leave days may be used for the following reasons:

a. Personal Illness or injury.

b. Exposure to contagious disease which could be communicated to others, as defined by the Ohio Department of Health.

c. Pregnancy.

d. Illness or injury in the teacher's immediate family.

e. Death in the teacher's immediate family is a valid reason for the use of the teacher's sick leave. The teacher is required to take into account all circumstances, such as distance to be traveled, closeness of relative, legal and financial responsibilities placed upon the teacher concerned; and shall be reasonable and prudent on the number of days used.

f. Immediate family includes spouse, child, mother, father, brother, sister, foster parent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, step-parent, foster children, stepchildren, father-in-law, mother-in-law, aunt, uncle, any resident in the teacher's home and any other listed in Board Policy. Only for the purpose of death in the employee's family, immediate family shall also include niece, nephew, first cousin, spouse's grandparent and, for one (1) day only, spouse's aunt or uncle. For purposes of bereavement, a bargaining unit member may utilize personal leave with less than three (3) days prior notice, when needed and without regard to the ten percent (10%) limitation as described in B, below.

4. Procedures for Use of Sick Leave

a. Calling Off

All teachers in the District will call one assigned number to report absence due to illness. These calls will be made prior to or the morning of the day of absence, and shall include:

(1) Name of Teacher;

(2) Building;

(3) Grade Level or Subject Area;

b. Following, or before an appropriate use of sick leave, bargaining unit members must file the use of such leave on the Employee Kiosk system, or other equivalent system in place to document employee leaves. Entry should be as timely as is reasonably possible to avoid any interruption of pay to the employee.

c. Use of Consistent Substitute
In cases where a regular teacher is going to be absent longer than three (3) consecutive days, the same substitute will be retained to teach that class, if at all possible. The rationale for this is that we recognize the need to provide continuity, consistency, and good programming for the students in the class. It is understood that the Affordable Care Act may impact the availability of substitutes.

d. Return to Work

After five (5) consecutive days of absence, a doctor's release to return to work may be required.

e. Instructions for Substitutes

Instructions for substitutes shall be the responsibility of the absent teacher.

5. Sick Leave Donation

a. The Purpose Sick Leave Donation is to provide sick days for a teacher who is experiencing personal catastrophic, serious illness or injury or catastrophic, serious illness or injury of a spouse, a child under age 22, or a child under age 22 for whom the bargaining unit member is the legal guardian who has exhausted his/her accumulated sick and personal leave days.

b. A teacher who is experiencing a catastrophic, serious personal or family illness may request donation of sick leave from members of the bargaining unit by submitting a written request to the Sick Leave Donation Committee. A certification to support the need for sick leave days and prognosis from the treating physician, along with the number of days requested, must accompany the request. The request should be submitted not less than fifteen (15) work days in advance of the anticipated need for donated days to allow for up to ten (10) days for processing by the payroll department.

c. The Sick Leave Donation Committee shall be composed as follows: the Superintendent or designee, the SELDTA President or designee, one (1) administrator appointed by the Superintendent and one (1) teacher appointed by the SELDTA President.

d. Upon receipt of a request for sick leave donation by a bargaining unit member, the Committee shall evaluate the request and approve or deny the request. A tie vote shall result in denial of the request. Decisions of the Sick Leave Donation Committee are final and not subject to the provisions of Article 3, Grievance Procedure.

e. If approved, the SELDTA President shall contact all bargaining unit members to request donations of sick leave days. A bargaining unit member may donate up to five (5) accumulated, unused sick leave days per approved request from the Sick Leave Donation Committee for donation of sick leave days. The SELDTA President shall notify the Treasurer, in writing, of the total number of days donated and from whom such donations were received.

f. Days paid from sick leave donations, which must be used consecutively, will be paid at one hundred percent (100%) of the recipient's daily rate of pay.

g. Once qualified to receive donated days, the maximum number of days a teacher may receive shall not exceed twenty (20).

h. Payment of sick leave under this provision will be made only for absences under a teacher's regular time schedule/regular duties (not supplemental contracts).

i. Days shall not be provided for absences due to normal pregnancies (natural or cesarean section). Utilization of donated days for complications arising from pregnancy or childbirth may be authorized by the Sick Leave Donation Committee.

j. Days may not be authorized for absences due to disabilities which qualify the member for workers' compensation benefits.

k. No more than forty (40) days shall be authorized for donation in any one (1) school year.

l. Donated days shall not count against a teacher's record of perfect attendance.

m. No teacher may donate days if such donation would reduce that teacher's accumulated, unused sick leave balance to ten (10) or fewer days. Donated days shall not be returned to the teacher making the donation.

B. PERSONAL LEAVE

1. Procedures for Use of Personal Leave

Teachers shall be granted three (3) days of personal leave. If due to extraordinary circumstances a three (3) school day notice is not possible, notification of the building principal and the substitute calling attendant must be done prior to use. Personal leave must be entered into Kiosk at least three (3) school days in advance of the date for use. Subject to the limitations below, no explanation need be given for use of personal leave.

2. Notice of Approval or Denial

All leave forms for personal leave entered into Kiosk at least one week in advance of the scheduled use shall be approved or denied and returned to the teacher prior to the date(s) requested for the leave.

3. Only 10% of Staff at a Time

No more than ten percent (10%) of the staff may be on personal leave any one (1) day. Under extreme and emergency situations, the Superintendent may waive this restriction.

4. Increments

Personal leave may be taken in one-half (1/2) day blocks, which is interpreted as meaning no less than one-half (1/2) of the school day.

5. Use Near Holiday or End of Year

Bargaining unit members must provide an explanation and obtain written approval from the Superintendent or his/her designee in order to use personal

leave the day prior to or the day after a school holiday or during the last ten (10) days school is in session.

6. Conversion to Sick Leave

Unused personal leave will be converted, on an equal basis (i.e., one-half (1/2) unused personal day equals one-half (1/2) accumulated sick leave day), to a bargaining unit member's accumulated sick leave total at the end of each school year.

C. MATERNITY LEAVE

1. DEFINITION

A maternity leave is absence from school, without pay, by a teacher who is pregnant or has already given birth.

If a member of the bargaining unit prefers, she may use accumulated sick leave during her pregnancy when her condition, as certified by the doctor, requires that she not work immediately following the birth of her child and/or during her recuperation.

The use of sick leave after the birth of a child is comparable to the use of sick leave for other medical reasons. Therefore, as soon as medical examination verifies that a teacher is medically able to come back to work, sick leave pay ends and maternity leave, without pay, shall become effective.

2. NOTIFICATION OF MATERNITY LEAVE

A teacher who desires a maternity leave shall notify the Superintendent at least thirty (30) calendar days in advance of the commencement of said leave, whenever possible. This notification shall be in writing, and shall indicate the anticipated date for commencement of said leave.

3. LENGTH OF MATERNITY LEAVE

A maternity leave shall be no longer than one (1) year. If an employee utilizes more than sixty (60) work days of maternity leave, the limitation related to Child Care Leave, as specified in Article 28., D., 3., shall apply.

4. TERMINATION OF MATERNITY LEAVE

Upon written request by the teacher to the Superintendent, a maternity leave of absence may be terminated at any time after the birth of the child under the following conditions:

a. Return to Work

Return to duties shall be guaranteed on the date requested by the teacher.

b. Insurance Coverage

All insurance coverage shall be continued for those who are on maternity leave, upon payment of the premium by the teacher to the Treasurer by the twenty-first (21st) day of each month.

D. CHILD CARE LEAVE

1. DEFINITION

A child care leave is absence from school, without pay, by a teacher (male or female) who is the parent of a natural-born or adopted preschool-age child.

2. NOTIFICATION OF CHILD CARE LEAVE

A teacher who desires a child care leave shall notify the Superintendent at least thirty (30) days in advance of the commencement of said leave, whenever possible. This notification shall be in writing, and shall indicate the actual date for commencement of said leave.

3. LENGTH OF CHILD CARE LEAVE

For child care leave taken during the first semester of a school year, the leave shall consist of a time period up to the remainder of that school year. For leave taken during the second semester of a school year, the leave shall consist of the remainder of the school year, and up to the entirety of the following school year. The leave may be taken once per child or adoption.

An employee may take child care leave twice during the duration of the employee's employment with the Board. A bargaining unit member on child care leave shall notify the Superintendent by April 1 of his/her intention to return to work the following year.

If an employee elects to use more than sixty (60) work days of maternity leave, child care leave shall be limited to the equivalent of one (1) semester/ninety (90) days. Any employee who, prior to July 1, 2017, has used child care leave shall be entitled to one (1) additional use of child care leave during the life of his/her employment with the Board.

4. TERMINATION OF CHILD CARE LEAVE

Upon written request by the teacher to the Superintendent, a child care leave of absence may be terminated at any time under the following conditions:

a. The reassignment of duties, in all cases of a child care leave, shall be in accordance with the recommendation of the Superintendent and the needs of the School District. No employee shall be assigned to a position for which the employee is not qualified.

b. Return to duties shall be guaranteed no later than the first work day of the school year following the date that the Superintendent has received the written request from the teacher.

c. All insurance coverage shall be continued for those who are on child care leave, upon payment of the premium by the teacher to the Treasurer by the twenty-first (21st) day of each month.

E. PATERNITY LEAVE

The Board shall grant five (5) days of leave per school year, chargeable to sick leave or personal leave, at the discretion of the member of the bargaining unit, to any member of the bargaining unit who fathers a child or adopts a child during the school year.

F. PROFESSIONAL CONFERENCE LEAVE

1. Three Days Professional Leave

It is hereby agreed that the teachers of Southeast Local Schools will have the right to request three (3) days professional leave, and it shall be granted as specified in the following statement:

a. It must be submitted in writing to the Superintendent for approval.

b. It must be submitted at least five (5) days in advance.

2. Notice of Approval or Denial

All leave forms for professional conference leave submitted to the central office at least one (1) week in advance of the scheduled use shall be approved or denied and returned to the teacher prior to the date(s) requested for the leave.

3. Teacher Requested Professional Leave

If a teacher requests professional leave to attend a conference or workshop and it is approved by the Superintendent, the following procedures will be used:

a. The teacher will be granted release time from classroom responsibility, with no loss in pay occurring.

b. The actual conference or workshop fee will be paid for by the Board.

c. Mileage will be reimbursed at the current federally approved amount. In situations where multiple employees are attending the workshop or conference, one driver will be reimbursed for every four participants. This restriction may be waived upon approval of the Superintendent or Treasurer due to special circumstances.

d. A daily sustenance fee for food and lodging will be paid up to the following amounts: Breakfast-$10; Lunch-$15; Dinner-$25; Lodgings-$75, when the professional development requires an overnight stay. Itemized receipts must be provided.

4. Administration Requested Professional Leave

If a teacher is requested by the Board or the Superintendent to attend a professional conference or workshop, the following procedures will be used:

a. The teacher will receive release time without loss of pay.

b. The conference or workshop fee will be paid for by the Board.

c. Mileage will be reimbursed at the current federally-approved amount. This rate shall apply for any Board-approved mileage.

d. Expenses for meals and lodging will be paid for by the Board.

5. OEA Convention

This leave may be used for the OEA Convention, for release time only, and the Board will not be held responsible for meals, lodging, or mileage.

G. COMPULSORY LEAVE

1. Definition and Release Time

Release time shall be granted for required appearances in court where the teacher is the defendant, plaintiff (except if you are a plaintiff against the School District), witness, or on jury duty. Witness fees and any other compensation received, if any, shall be forwarded to the Board within thirty (30) days of receipt by the employee, in order to get the regular pay for time released.

2. Remittance to the Board

Remittance to the Board shall be minus payment for lunch and mileage from-home-to-court-and-return, if not reimbursed by the court.

3. Return to Work

The employee will work any part of the day so long as there is at least one-half (1/2) of the school day remaining after subtracting travel time to school.

H. SABBATICAL LEAVE

1. Length of Sabbatical Leave

Any teacher who has completed five (5) consecutive years of teaching in the Southeast Local Schools may be granted a sabbatical leave, with one-half (1/2) pay, for professional improvement for one (1) quarter (12 weeks), and up to one (1) full school year (36 weeks).

2. Application for Sabbatical Leave

Application for sabbatical leave for professional study, research, or professional improvement, must be made at least sixty (60) days prior to the beginning of such requested leave. Applicant must be notified by the Board of the disposition within thirty (30) days of receipt of the request. The application for such sabbatical leave must be accompanied by an outline of the program of study or research to be pursued, or the proposals for the professional improvement.

a. Applications will be made to the Superintendent. The applicant will submit plans for the use of the sabbatical leave and will meet all other requirements as established by a sabbatical leave committee.

b. The Association President shall appoint three (3) members of the bargaining unit (one Elementary, one Middle, one High School) and the

Superintendent shall appoint three (3) administrators to serve on a sabbatical leave committee. The decision of the committee shall not be subject to Article 3, Grievance Procedure.

3. Expectations for Sabbatical Leave

Generally, it is intended that study and other proposals for improvement will include a full graduate load, and will lead to the completion of a degree in the member's field or area of professional service, if such degree (either undergraduate or graduate) is not already held. Application for leave for travel will outline in detail the scope and nature of the travel; will make provision for an itinerary covering a minimum of four (4) months or eight (8) months; will clearly show how such travel will contribute directly to improve classroom instruction, or to improve professional services by the member; and shall give reasons why such travel may not be accomplished when schools are not in session, or when the member is not on duty.

4. Frequency of Sabbatical Leave

Sabbatical leave for professional improvement will be granted only once to any employee. The number of teachers on sabbatical leave in the district in any one (1) year will be limited to one (1) or the equivalent of one (1) (i.e. 2 per semester; 1 per each semester).

5. Pay and Insurance

The amount of partial pay which an employee will receive while on leave, if approved under the provisions of this section, will equal one-half (1/2) his/her contract salary for the year, plus benefits effective in September; and will be paid every two (2) weeks. An employee shall not engage in employment with a public or private employer during the period of the sabbatical except that an employee may continue to be employed, to the same extent the employee held such employment in addition to his/her position in the district, prior to application for sabbatical leave. A hardship exception, if requested by the employee, will be considered by the Committee. In the event of a tie, the Superintendent will make the final determination.

6. Contract Status and Position

Upon his/her return from sabbatical leave, a member's salary and fringe benefits will be the same as he/she would have received had the period of his/her leave been spent in the Southeast Local School System; and he/she will be returned to the same position, if available, or one comparable to it at the same level.

7. Return to Service and Completion of Program

All members will, as a condition of approval for sabbatical leave for professional growth, sign a written agreement to return to service in the Southeast Local Schools for a period of at least three (3) years immediately following the satisfactory completion of the program for professional improvement within the specified period, or to refund to the Board all of the partial pay and cost of benefits received during the period of leave. The refund requirement will not apply in case of the death of the member while on leave; in cases of illness or injury, the obligation will be deferred until the member can resume his/her employment. Refund of pay and benefits received on leave may also be required, if the sabbatical leave committee judges that the member failed to complete the program of professional improvement, unless such failure was beyond the control of the member.

If the person terminates service before the end of the three (3) year minimum, a salary/benefits refund to the Board will be due, proportional to the amount of service not actually rendered.

8. Committee Recommendation and Board Decision

Any recommendation made by the committee on sabbatical leave (see 2.(b), above) would be given to the Superintendent, who would in turn make the recommendation to the Board. The Board then has the authority to make the final decision on granting the leave. In the case of a tie vote from the Committee, the request for sabbatical leave shall be submitted to the Board with no recommendation.

I. UNPAID LEAVES OF ABSENCE

1. DEFINITION

The Board provides certain leaves of absence for which members of the bargaining unit will not receive salary, release time, nor will the Board be required to pay into the STRS while the person is on leave.

2. GENERAL GUIDELINES

a. Notification shall be ten (10) days.

b. The leave cannot commence other than at the beginning of a grade period, excepting maternity, child care, or paternity leave.

c. These leaves do not permit teaching in another school district or institution.

d. Except in rare instances, leave will not be extended beyond the length stated.

e. Reinstatement Rights

The teacher on leave shall be entitled to reinstatement at the expiration of the leave to the same building and general level training assignment held immediately prior to the leave, unless shifts in pupil enrollment dictate otherwise or the job is combined or eliminated. The teacher's intent to return or not to return must be announced in writing to the Superintendent by June 1 for the beginning of a school year, by October 1 for the beginning of the second grade period, by January 1 for the beginning of the third grade period, or by March 1 for the beginning of the fourth grade period. This excludes maternity, paternity, and child care leave.

f. Rights While On Leave

Any staff member shall be entitled to request and receive the right to continue to be covered by insurance for all insurances, provided the staff member pays to the Board Treasurer, in advance each month, the full amount of the monthly group plan premium of such coverage. Any over-payment of premium shall be refunded to the staff member upon termination of leave.

g. Applicability

This leave will only be granted to those persons who at the time of the commencement of the leave will have completed at least one (1) school year of employment in Southeast Schools.

J. OTHER LEAVES

1. Upon the recommendation of the Superintendent, the Board may authorize leaves of absence for teachers when it deems such leaves to be reasonable and for good cause.

2. Leaves of absence shall be limited to a period not to exceed two (2) years, and shall be granted only after a written request and full study of each situation.

K. POLITICAL LEAVE

A teacher has the right to become a candidate for public office and to serve in said elective office, unless there is a specific legal prohibition. Leave for this purpose shall be granted by the Board upon request by the teacher.

L. PROFESSIONAL ASSOCIATION LEAVE

Upon the request of SELDTA, a member of the teaching staff elected to a state or national office of a bona fide professional organization will be granted a leave of absence for the time period he/she holds said position. The bona fide professional organization will be determined by the SELDTA President and the Superintendent.

M. FAMILY MEDICAL LEAVE

The provisions of the Family Medical Leave Act of 1993 will be followed where applicable.

N. ASSAULT LEAVE

1. Any employee who is assaulted while performing assigned duties shall be granted a paid leave of absence for the period so designated by the employee's physician. Assault shall be defined as injury or serious threat of injury inflicted upon an employee with or without a weapon.

2. Before Assault Leave pay will be granted, the member shall furnish to the Superintendent a written, signed statement describing the circumstances and events surrounding the assault, names and addresses of witnesses (if known), and a description of the injuries sustained (or the threat thereof).

3. An employee who receives Assault Leave shall file, or cause to be filed, a police report, and the employee and Administration agree to take appropriate action.

4. Leave under this provision shall not exceed a maximum of thirty (30) days, unless extended at the Superintendent's discretion or at the direction of the employee's physician due to the seriousness of the injury. These days shall not be charged to Sick Leave or Personal Leave.

5. If Workers' Compensation benefits are granted, the monetary amount of these benefits shall be remitted to the Board.

ARTICLE 29. RESIDENT EDUCATOR PROGRAM

A. PURPOSE

The Resident Educator Program is a comprehensive two-year program for beginning teachers with appropriate mentoring and professional development designed to provide a professional pathway to continued professional learning that results in more effective educational practices and teacher excellence and which will be a Program administered and funded by the Southeast Local School District.

This program shall not replace the negotiated employee evaluation system.

B. DEFINITIONS

1. Resident Educator Program: A two-year program created by statute designed to provide newly licensed Ohio educators quality mentoring and guidance. Successful completion of the residency program is required to advance to a five-year professional educator license.

2. Mentor: A mentor is a teacher trained and assigned to provide professional support to a resident educator following the guidelines and protocols of the Resident Educator Program.

3. Resident Educator: A teacher employed under a two-year resident educator license.

4. Formative Assessment: Diagnostic assessment designed to yield information that will help teachers identify specific areas for skill enhancement. Formative assessment consists of collaboration among professionals to provide adequate feedback and assistance to support the growth of individual professional achievement.

C. Committee

1. Responsibilities

   a. collaborate in the administration of the program, including selection and assignment of mentors;

   b. provide for the training of mentors and resident educators;

   c. review the program's effectiveness;

   d. address/solve, mentor/mentee concerns, issues, problems;

   e. comply with ODE and statutory requirements;

2. Committee Makeup

   a. This committee will include three (3) SELDTA members who are practicing teachers appointed by the Association President and at least one (1), but not more than two (2) administrators who are appointed by the Superintendent.

b. Association Committee members shall be trained mentors whose term of office shall not exceed three (3) years. Terms shall be staggered. The number of terms a Committee member may serve shall not be more than two (2) consecutively.

c. The Lead Mentor shall be the Committee Chairperson.

d. All members shall attend all Resident Educator Committee meetings to the greatest extent possible.

e. Committee members shall be provided release time two (2) times per school year to attend Committee meetings. The Committee may choose to meet a third time, if necessary.

f. Application forms for Mentor positions will be made available to all bargaining unit members.

D. MENTORS

1. Qualifications

a. The Mentor must have a minimum of five (5) years of teaching experience in the district and at least two (2) years in the level or area assigned (i.e. elementary, middle school, special education, etc.) and shall be a classroom teacher.

b. The Mentor must be trained to act as a mentor through the Ohio Department of Education Instructional Mentoring program.

c. Bargaining unit members shall be provided the opportunity to be trained as a mentor upon request.

2. Selections

Selections shall be made by the Resident Educator Committee not later than September 15 or within twenty (20) days of hire for a teacher hired after the start of the school year. A Mentor shall be assigned to a Resident Educator with certification/licensure in the same grade level or subject area. Should no Mentor be available in the same area of certification/licensure, the Committee may assign a Mentor from the grade level or subject area most closely related to that of the resident educator. Teachers with Master Teacher designation shall be encouraged to be trained and serve as Mentors.

3. Training

Mentors shall be provided with the following:

a. An orientation to mentoring responsibilities by the Lead Mentor;

b. State required mentor training;

4. Responsibilities

a. The Mentor shall carry out the Resident Educator Program in conjunction with the Resident Educator as developed by the Ohio Department of Education for the entirety of the length of the mentoring period required by the ODE, except as otherwise provided for herein.

b. Consult with and otherwise assist the assigned Resident Educator on a regular basis within the instructional day.

c. The mentor shall not have a formal evaluative role. The mentor's role is to support the growth of the resident educator as an instructional mentor through formative assessment tools.

d. The Mentor will use educationally appropriate tools, methods, and protocols to support the resident educator.

e. No assessment, information, documentation, or conclusion made by a Mentor shall be used in the evaluation of a resident educator.

5. Release Time

a. Each Mentor shall be granted release time for direct mentoring activities. Release time shall be provided as mutually agreed upon with the building principal.

b. Each Mentor shall be granted release time to attend committee meetings, necessary training and to perform the required committee work.

6. Lead Mentor

a. The Lead Mentor must be a trained mentor.

b. In addition to duties described elsewhere, the Lead Mentor shall be responsible for implementing the Resident Educator Program administered by the Mahoning County ESC.

c. While efforts will be made to avoid assigning the Lead Mentor a Resident Educator, if such assignment is necessary, the Lead Mentor

shall receive compensation for both the Lead Mentor position and the Mentor position.

E. PROTECTIONS AND RESTRICTIONS

1. Any or all materials jointly developed by Mentee/Mentor shall not be developed or utilized as a remediation program.

2. All good faith efforts shall be made to ensure that each Mentor is assigned only one (1) Resident Educator, however, the maximum number of Resident Educators a Mentor may have is two (2) per year. This shall not prevent program-driven group mentoring situations.

3. Other than a notation to the effect that a teacher served as a Mentor, the teacher's activities as a Mentor shall not be part of that staff member's evaluation or affect such evaluation in any manner.

4. No Resident Educator shall be required to remain in a resident educator program after advancing to a professional educator license.

5. In the event that the District does not comply with the Resident Educator Program the bargaining unit member who is participating in the program shall not be disciplined and/or adversely affected due to the action(s) and/or inaction(s) of the District.

6. Mentors shall not participate in the evaluation of any resident educator or be requested or directed to make any recommendation regarding the continued employment of the teacher or to divulge information from any written documentation or confidential Mentor/Mentee discussions. Any violation of this tenet by the Mentor shall constitute grounds for immediate removal from the role of Mentor. Further all mentor/mentee documentation, conversations, notes, and other information created through the RE Program shall be considered confidential material, and no participant in the program shall be requested or required to provide this material, except as otherwise required by the ODE or as may be covered by Ohio law.

7. If efforts by the Committee to resolve issues, problems, and/or concerns that may exist are not successful, either the Mentor or the Resident Educator may exercise the option to have a new Mentor assigned. In such cases, the compensation for the mentor(s) shall be pro-rated. No prejudice on the evaluation is to be given regarding such a change.

8. All members of the Committee, Mentors, and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law. Further, Mentors shall communicate directly with the Resident Educators and shall not discuss/report the performance and

progress of the Resident Educator with any administrator, assessor, or other teacher.

9. Resident Educators shall be provided all due process provisions allowed by the Master Agreement and the Ohio Revised Code.

F. COMPENSATION

1. In addition to the mutually agreed upon released time, each Mentor ~~Teacher~~ shall be paid pursuant to a supplemental contract in accordance with the provisions of Article 25 for each Resident Educator.

2. The District will pay all training fees required for mentors to receive the mandatory ODE State mentor training, and any required updated training following initial mentor certification.

3. The Lead Mentor shall be paid pursuant to a supplemental contract in accordance with the provisions of Article 25.

G. RESIDENT EDUCATOR

1. Each Resident Educator shall be given an initial orientation on the following matters:

   a. The pupils and community to be served;

   b. School policies, procedures, and routines consistent with this Agreement;

   c. Courses of study, competency-based education programs, and responsibilities for lesson plans consistent with this Agreement;

   d. The layout of the facilities of the assigned school building(s);

   e. The nature of the Resident Educator Program which will be provided; and,

   f. Additional information a Resident Educator may need to be adequately prepared for a specific assignment.

2. Each Resident Educator shall be provided with the following:

   a. Assistance in acquiring knowledge of the school curriculum, responsibilities for implementing that curriculum, and the instructional resources available for such implementation;

b. Assistance with the management tasks identified as especially difficult for beginning teachers;

c. Assistance in the improvement of instructional skills and classroom management; and

d. The opportunity to consult/observe other teachers both within and outside of the District.

e. The Resident Educator shall be provided release time for the purpose of observing classes, meetings with his/her Mentor, attending recommended workshops, assessment preparation, etc., coordinated with the Building Principal/Immediate Supervisor. Such time is in addition to any additional Professional Leave requested and approved pursuant to this Agreement.

f. The Resident Educator is not required to complete an IPDP or to utilize the LPDC process.

g. All reasonable efforts will be made by the Administration to assign an equitable workload/schedule to a Resident Educator.

H. PROGRAM REVIEW/REVISIONS

1. Committee - Mentors and Resident Educators may meet as a group with the Resident Educator Committee prior to the end of each school year to assess and evaluate the program. Recommendations may be submitted in the form of a written report to the Association and the Superintendent not later than May 1.

2. Association/Board - If such recommendations are presented, Association and Board representatives may meet to discuss the recommendations prior to the next school year

ARTICLE 30. PROFESSIONAL DEVELOPMENT COMMITTEE

A. ONE COMMITTEE

There shall be one Local Professional Development Committee ("LPDC") for the Southeast Local School District.

B. COMMITTEE COMPOSITION

The committee shall consist of three bargaining unit members chosen by the Association, and two administrators, chosen by the Superintendent. When reviewing

a plan for a district's administrator, the committee shall consist of two administrators and one teacher.

C. APPEALS PROCESS

The Appeals Process shall consist of two steps:

Step one - Reconsideration by the LPDC.
Step two - A final decision will be made by the local appeals board.

This appeals board shall be made up of one (1) certified/licensed person chosen by the LPDC, one (1) certified/licensed person chosen by the individual, and one (1) certified/licensed person chosen by the two previously chosen persons. The decision of this board shall be final pursuant to O.R.C. Section 3319.22.

D. TERMS OF OFFICE

1. There shall be a chairperson elected by the majority vote of the LPDC. The chairperson shall be elected for a two (2) year term running from September to September.

2. There shall be a secretary elected by majority vote of the LPDC. The Secretary shall be elected for a one (1) year term running September to September.

3. The bargaining unit members shall serve three (3) year staggered terms running September to September.

E. VACANCIES

1. If an administrative position vacancy exists, it shall be filled by the Board.
2. If a bargaining unit vacancy exists, it shall be filled by the Association.

F. REMOVAL

The procedure and basis for removal of a member of the LPDC shall be left to the LPDC to determine.

G. TRAINING

Each LPDC member shall also participate in professional development designed to prepare him/her for the role within the LPDC. This professional development may be legitimately used by the LPDC member as part of his/her own Individual Professional Development Plan. The content and scope of the training shall be determined by the LPDC, and the District.

H. MEETINGS

The LPDC shall meet at least six times per year. Other meetings may be called as necessary.

I. GRIEVANCES

Nothing in this Article is grievable under the terms of Article 3 of this Agreement.

ARTICLE 31. MASTER TEACHER COMMITTEE

The Southeast Local Board of Education and the Southeast Local District Teachers' Association shall form a Master Teacher Committee ("Committee"), which shall be responsible for overseeing and verifying candidate eligibility and using state designated forms to properly process candidates. The Committee will approve only those who meet the eligibility standards set forth by the Ohio Department of Education.

The Committee shall consist of one (1) administrator and four (4) teachers. The administrator shall be appointed by the Superintendent and the teachers by the Association President. The Association President shall invite National Board Certified Teachers and/or current Master Teachers to participate on the Committee. All teacher members of the Committee shall serve a 2-year term. The Committee Chairperson, who shall not be an administrator, will be responsible for attending and facilitating Committee meetings, maintaining and storing required records (including meeting notes), receiving candidate applications, preparing candidate applications for blind readings, notifying applicants of Committee decisions, and submitting required information to the EMIS Coordinator. The Committee, at its sole discretion, may choose to delegate some of its responsibilities to the Mahoning Co. ESC.

Two (2) teacher members of the Committee will be responsible for scoring each application. If the two (2) assigned Committee member teachers disagree regarding the recommendation of an applicant, then a third teacher on the Committee will read and score the application. A majority vote of the assigned teacher members will determine the applicant's eligibility.

The Committee will inform each applicant of its decision in writing, including his/her final score. If the applicant disagrees with the Committee's determination, s/he may appeal the decision to the Superintendent. The applicant cannot appeal the scoring of his/her application by the Committee. The appeal must be submitted to the Superintendent within thirty (30) calendar days of the Committee's notification. Upon receipt of an appeal, the Superintendent will hold an appeal meeting. This meeting shall be held within sixty (60) calendar days from receipt of the written appeal. The Superintendent will render his/her final determination within fifteen (15) calendar days. No decision will be subject to the grievance procedure under Article 3.

When a member receives the Master Teacher designation, s/he is entitled to elect either

an Eight Hundred Dollar ($800.00) payment or six (6) CEU's in the year that the designation is earned.

The Committee shall meet as necessary to process the applications received. The Committee Chairperson will receive an annual stipend of $200.00. Each Teacher Committee member will receive fifty dollars ($50.00) per application scored.

ARTICLE 32. ASSOCIATION RIGHTS

The following rights shall be provided exclusively to the Association:

A. GENERAL ASSOCIATION RIGHTS

1. SELDTA Spokesperson on Board Agenda

   So that the Association, through a designated spokesperson, shall have the right, at all regularly scheduled or special meetings of the Board, to speak to any issue which might affect members of the bargaining unit. The Board meeting agenda shall have a place on the agenda to recognize the Association.

2. Presentations to the Board

   The Association shall have an opportunity to make a presentation to the Board, when requested through the Superintendent.

3. Access to Board Policy
   Each building library shall contain a copy of Board Policy. The SELDTA President shall receive a copy of Board Policy and shall be notified of changes within two (2) weeks of Board actions. A copy of Board Policy will be maintained on the District's web site.

4. Documents for SELDTA President

   The following documents shall be provided to the Association President on a timely and routine basis prior to the School Board meeting: the Board agenda, Board minutes, financial statements and any such materials publicly distributed at a Board meeting.

5. Documents from State or Federal Agencies

   The Association President shall be provided, at no cost, with one (1) copy of all documents prepared by the Board of Education or received by the Board from State or Federal Agencies regarding finances, instructional programs, staffing, or otherwise may relate to benefits and conditions of employment of bargaining unit members, that are matters of public record.

6. Participation in Initial Orientation of New Teachers

The Association or its representatives shall have up to ninety (90) minutes for its presentation at annual initial orientation for new teachers, so long as the Association continues to be recognized as the sole and exclusive representative of the professional teacher staff, and any organization competing for such representation shall be excluded from the new teacher orientation.

7. Notification of New Teachers

Names, contact information with consent of the new employee, and assignments of newly-employed teaching staff shall be provided to the Association after Board approval of their hire, and within five (5) days of Association request.

8. State or National Offices

A teacher elected to a state or national office of a bona fide professional organization is eligible for a leave of absence, without pay, under provisions listed in the leave section of this Contract.

9. OEA Convention

Leave will be granted for the State Association Convention and is listed under professional conference leave.

10. Use of School Buildings and Facilities

The Association, or any committee thereof, shall have the right to use school buildings and facilities without charge for professional meetings at times when a custodian is normally on duty. At other times, the Association may use the buildings according to regulations established by the Board, with no rental charge except reimbursement to the Board for custodial wages.

11. SELDTA Meetings During School Time

The Board agrees that the Association shall have the right to meet during school time for a maximum of two (2) meetings per year, to be conducted on days when students are not attending classes with the exception of waiver days. Each of these meetings shall be no longer than one and one-half (1 1/2) hours, and shall be first arranged with the Superintendent at least ten (10) working days prior to such meeting. All other general meetings shall be conducted after school hours at such times as not to interfere with job responsibilities.

12. Association Release Time

The Board, recognizing the importance of a well-informed teaching staff and an active representative Association of the certificated staff, does, therefore, grant nine (9) days of release time, fourteen (14) during the year of negotiations, from teaching duties for the Association President or other designated representatives of the certificated/licensed staff, with approval of the Association President. Minimum use will be in one-half (1/2) day blocks. A minimum of five (5) working days' advance notice to the principal and the Superintendent shall be given. If Association Release Time is utilized for an off-campus event or activity, the location shall be reported to the Superintendent.

13. Release Time for Association President

The Association President and his/her administrator and the Superintendent shall collaboratively schedule release time for the Association President in addition to the Association leave above.

B. ASSOCIATION BUILDING RIGHTS

1. Bulletin Boards

The Association will have the use of bulletin boards in the teacher lounges.

2. Public Address System

The Association will have the use of the public address system, before or after the students' day, for brief announcements concerning Association business pending approval of the building principal and the Association.

3. Announcements at Faculty Meetings

The Association will have the right to make announcements at the end of faculty meetings, with the approval of the building principal.

4. School-Owned Equipment

The Association, or any committee thereof, shall have the right to use the following school-owned equipment, without charge, when not in use for instructional purposes: copy machines, duplicating equipment, audio-visual equipment, printers, projectors, computers and network. Use of such equipment off school premises must be approved in advance by the principal or other person in charge of the equipment. The Association shall reimburse the Board for supplies used, and shall assume the financial responsibility for loss or damage to said equipment while in use by the Association.

5. Communication with Members

The Association or its representatives may communicate with individual teachers during the individual teacher's preparation period or lunch. The conduct of such business shall be such as not to interfere with instruction. If the representative is from outside the campus, then that representative shall check in with the principal's office upon entering the building.

6. Internal Mail System

The Association may use the internal mail system of the school and place Association communications in the mailboxes provided each teacher in the system.

ARTICLE 33. EFFECTS OF THE AGREEMENT

A. All rules, regulations, practices, and procedures which have been established to effectuate the Master Contract shall not be modified or discontinued without mutual consent of the parties.

The parties shall remain obligated to mid-term bargaining on any mandatory subjects of bargaining not already contained in this contract, and which were not addressed in bargaining. If, during the term of this Contract, there is a change in any applicable State or Federal Law, or rule or regulation adopted by the State Department of Education, which requires the Board of Education to develop policies that change terms or conditions of employment, then the parties will meet to negotiate the affected terms or conditions within thirty (30) days. If any provisions of this Contract shall be found to be contrary to law, after all appeals and/or timelines for appeal have been exhausted, then that provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect for the term of this Contract.

B. Within thirty (30) days after this Master Contract is signed, copies shall be printed and distributed to all certified/licensed personnel in accordance with Article 2, Negotiations, Section C., 4. Certificated/licensed personnel hired thereafter shall also receive a copy. Any subsequent revisions or amendments shall also be printed and distributed to all bargaining unit members. The expense of such printings shall be borne equally by the Board and the Association.

ARTICLE 34. SUPREMACY OF THE AGREEMENT

This agreement shall prevail over conflicting provisions of State Law, except for those provisions so delineated in Ohio Revised Code 4117.

ARTICLE 35. ATTENDANCE INCENTIVES

A. The Board and SELDTA are jointly committed to improving and enhancing staff

attendance. In furtherance of that goal, the parties will discuss the importance and benefits of good attendance with teachers during new teacher orientation.

B. Any teacher who achieves perfect attendance, *i.e.*, no use of sick leave throughout a school year, shall be awarded a preferred parking place for the following school year. The conversion of unused personal leave to sick leave shall not be utilized to qualify for this benefit.

C. For a teacher who, at the time of calculation of severance as specified in Article 27, has at least Two Hundred Fifty-one (251) days of accumulated, unused sick leave days, he/she will be provided an additional severance payment equal to Fifteen Dollars ($15.00) per day for each of accumulated, unused sick leave between two hundred fifty-one (251) days and four hundred fifty (450) days.

ARTICLE 36. DISTRICT LABOR-MANAGEMENT COMMITTEE (NEW)

A. The Board and the Association hereby agree to establish a District Labor-Management Committee (DLMC) to confer on issues of mutual concern.

B. The purpose of the Labor-Management Relations Committee shall be to aid in communications between the Board and SELDTA and to resolve issues that may arise to promote a positive working relationship. Its procedures shall consist of informal discussions aimed at clarifying issues and a problem-solving approach where needed. The discussions held by this Labor-Management Relations Committee shall not be construed as negotiations.

C. The DLMC shall consist of representatives of both the Association and the Board. The Superintendent shall designate up to four (4) members of the Administration to serve on the DLMC. The Association President shall designate up to four (4) representatives to serve on the DLMC. The Superintendent or his/her designee and the Association President or his/her designee shall chair the Committee on alternate meetings.

D. Unless otherwise agreed upon by the Committee, the DLMC shall meet once per quarter for up to ninety (90) minutes at a mutually agreed time. Every effort will be made by the parties to schedule the meeting during the workday, but if the meetings are not held during the workday, Association participants shall be paid the Internal Substitute Rate. An agenda shall be developed based on submissions by both parties. Agendas shall not include more than two matters per side, except by mutual agreement, not including following up on items from previous meetings.

E. Minutes shall be taken of the meeting. The parties shall be responsible for preparing and distributing the minutes to participants on a rotating basis.

ARTICLE 37. REHIRE OF PREVIOUSLY RETIRED TEACHERS (NEW)

A. The Board may offer re-employment to teachers who retire from the District under the following conditions:

1. The retire-rehire may be hired for any vacant position for which they are certified/licensed, subject to the recommendation of the superintendent and Board approval.

2. Employees considering retirement may request a meeting with the Superintendent to discuss whether a retire-rehire opportunity may exist. The answer of the Superintendent from this discussion will be given in writing to the employee on or before March 1.

3. The retire-rehire will be employed under a one-year limited contract that automatically expires at the end of the school year without notice of nonrenewal and without compliance with ORC 3319.11 and 3319.111. Such contract may be renewed for successive one-year contracts upon Board approval, and any such renewal contracts shall also automatically expire at the end of the school year without notice of nonrenewal and without compliance with ORC 3319.11 and 3319.111. The parties expressly agree that this provision supersedes and replaces ORC 3319.11 and 3319.111.

4. Retire-rehire contracts may be terminated upon sixty (60) day written notice to the employee. The parties expressly agree that this provision supersedes and replaces ORC 3319.16.

5. Retirees will have no rights under the transfer and vacancy provisions of this Contract except as described in this Article.

6. Retirees shall be paid at Step 10 of the Bachelor's column. Retire-rehire teachers shall not be eligible for advances on the salary scale for either years of service or education. It is the intent of the parties to specifically supersede ORC 3317.13 and 3317.14.

7. If the retire-rehire is not eligible to participate in the STRS health insurance program, he or she may participate in the District's health, vision and dental insurance single employee programs provided they pay the applicable single employee premium share for the respective plans. The retire-rehire may purchase the family plan through the District by paying the difference between the single and family plan premium. The retire-rehire may also participate in the District's life insurance programs at their own expense. All payments for insurance will be made through payroll deduction.

8. Sick Leave shall commence at zero (0) days and retire-rehires shall earn sick leave in accordance with the terms of Article 28 (LEAVES).

9. Retire-rehires are not eligible for severance pay for accumulated Sick Leave and may not participate in any future retirement incentive programs.

10. Subject to these provisions, retire-rehires are part of the bargaining unit.

11. The parties expressly agree and fully intend this Article to supersede and take precedent over any inconsistent and/or contrary provisions of the Ohio Revised Code, the Ohio Administrative Code, Federal laws and regulations, and any other provisions of the Negotiated Agreement.

ARTICLE 38. DURATION

A. This Master Agreement, and the appendices attached hereto, constitutes the whole agreement between the Southeast Board of Education and the Southeast Local District Teachers Association, and shall become effective June 30, 2023 and shall remain in full force and effect through June 29, 2026. All parties concur that these are the working conditions and all parties will abide by these conditions.

B. This Master Agreement shall be effective from 12:01 a.m. on the 30th of June, 2023, and shall continue in full force and effect through Midnight, June 29, 2026.

C. IN WITNESS THEREOF, the parties have caused this Master Agreement to be executed on the day and year first mentioned above.

SIGNATURES ON NEXT PAGE

SIGNATURES TO THE AGREEMENT

FOR THE BOARD:

BOARD PRESIDENT

10.9.2023
DATE

Robert C. Quinn
SUPERINTENDENT

10/9/23
DATE

FOR THE ASSOCIATION:

Laura M. Leonard
ASSOCIATION PRESIDENT

10/9/23
DATE

Tera L. McKenzie
NEGOTIATIONS CHAIRPERSON

10-9-23
DATE

UNISERVE CONSULTANT

DATE

This agreement and Appendices were accepted by the Southeast Board of Education at the meeting of: September 5, 2023

STATEMENT OF INTENTIONS

It is the intent to use bargaining unit members in conjunction with any district-operated or controlled online academy. Further, it is not the intent to use any such online academy to reduce the size of the bargaining unit.

MEMORANDUM OF UNDERSTANDING

As a continued pilot program, applicable to the 2020-2021 school year, the parties agree the Administration will, after the close of the five (5) day posting period, advise all SELDTA bargaining unit members of any supplemental positions for whom no bargaining unit member has applied. When such position is thereafter posted to individuals outside the bargaining unit, a bargaining unit member may apply and may be considered, without preference, but will compete for the position on the same basis as any external candidate. The Superintendent and the Association President will evaluate the effectiveness of this option at the end of the 2020-2021 school year and, by mutual agreement, will agree to continue or discontinue the pilot program. Only in this second round of external posting shall administrators in the district be eligible to apply for supplemental positions.

APPENDIX A

Grievance # ___-___/___

SOUTHEAST LOCAL SCHOOL DISTRICT

GRIEVANCE FORM

LEVEL ___

Name _____ Building _____

Alleged violations, misinterpretations, or misapplications of Contract _____, Policy _____, Rule or Regulation _____.

STATEMENT OF GRIEVANCE (include the pertinent provisions of Contract, Policy, Rule or Regulation, and be concise)

_____

_____

REMEDY REQUESTED

_____

_____

_____ _____

Signature of Aggrieved Date

DISPOSITION RENDERED

_____

_____

_____ _____

Signature of Person Rendering Disposition Date

(Attach additional pages, if needed for completion of any section.)

APPENDIX B

SOUTHEAST LOCAL SCHOOL DISTRICT
Professional Staff Tuition Reimbursement Request Form

Name: _____ Building: _____
Date of Request: _____

Name of Course(s):

_____
_____
Number of hours taken (Graduate):

_____ Semester ____ Quarter Cost: $_____

Number of hours taken (Under Graduate):

_____ Semester ____ Quarter Cost: $_____
University:_____

_____
Signature of Staff Member

Attach information showing the COST OF THE CLASS, PROOF OF PAYMENT AND PROOF OF COMPLETION.
****

Superintendent's Approval:_____

Office of the Treasurer:

Proof of Course Completion:
(Transcript/gradecard)_____
Dollar Amount Due: _____

Date Paid: _____

Self-Assessment Summary Tool

The **Ohio Standards for School Counselors** define expectations for Ohio's school counselors based on what is known about the skills and practices of effective school counselors. The standards can be used as a guide for school counselors as they self-assess their professional effectiveness to identify their strengths and areas for additional professional growth.

One way for school counselors to self-assess is to respond to focused, guiding questions related to effective practices. This self-assessment tool offers both essential questions and statements for response.

The school counselor should consider each of the statements below and choose the response that most accurately represents performance.

Standard One Essential Question(s): Have I engaged in collaborative planning within my school for a comprehensive school counseling program plan?

I possess the knowledge and skills to design a comprehensive and proactive school counseling program.	0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost Fully	5 Completely
I collaborate to design the school counseling program.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I take leadership in identifying resources for the school counseling program.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
The school counseling program aligns with the school's goals and mission.	0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost Fully	5 Completely

Standard Two Essential Question(s): Do I effectively provide direct services to meet the academic, college/career and social/emotional development needs of my students?

Curriculum Development: I possess the knowledge and skills to develop an effective school counseling core curriculum.	0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost Fully	5 Completely
Individual Student Planning: I work directly with students to support their academic progress and goals	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
Individual Student Planning: I work directly with students to develop their college and career-related knowledge, skills and pathways	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
Individual Student Planning: I work directly with students to support their social/emotional development skills and mindsets	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
Responsive Services: I develop appropriate interventions for students as needed.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always

Standard Three Essential Question(s): Do I effectively make connections, build partnerships, consult and seek solutions, and provide referrals to meet my students' academic, career/college and social/emotional development needs?

I partner with school personnel and parents/guardians to achieve common goals for student success.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I coordinate school and community resources and provide referrals as needed to support students and promote their success.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always

Standard Four Essential Question(s): Do I use data to plan, implement and continually improve my practice?

I monitor student performance and progress.	0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost Fully	5 Completely
I monitor the effectiveness of the school counseling program.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I use data to recommend changes and adjustments to the comprehensive school counseling program, specific practices and/or school policies and procedures to foster student success.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always

Standard Five Essential Question(s): Do I effectively advocate on behalf of students and the role of the school counseling program in creating a positive environment and meeting the needs of the whole child?

I serve as a leader.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I foster a school environment that is inclusive of, responsive to, and safe for its diverse members.	0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost Fully	5 Completely
I advocate on behalf of students.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I advocate for my profession and the role that school counselors play in fostering student success and well-being.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always

Standard Six Essential Question(s): Do I demonstrate professionalism, model ethics and seek continuous professional learning?

I seek ongoing, relevant and high-quality professional learning and growth.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I adhere to ethical standards and legal and professional codes.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I demonstrate professionalism in my field.	0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost Fully	5 Completely

Informal Observation: Open-Ended Form

School Counselor Name: **Activity Observed:** **Date:**

Evaluator Name: **Time Information Observation Begins:** **Time Information Observation Ends:**

Directions: This form serves as a record of an informal walkthrough by the school counselor's evaluator. The evaluator will likely not observe all areas of the performance rubric in one informal observation. This record, along with additional information and formal observations, will be used to inform the summative evaluation of the school counselor.

TIMES	OBSERVATIONS

Evaluator Summary Comments:

Evaluator Signature ☐ **Photocopy to School Counselor**

5/12/2016

Pre-Observation Planning and Post-Observation Resource Questions

The following sample questions are intended to guide thinking and conversation. All questions will not apply to all observations. The purpose of the pre-observation conference and post-observation conference is to promote communication, understanding and reflection of professional practices.

Pre-Observation

- What are your goals for the school counseling program?
- What do you want to accomplish for the observation?
- How will you know if you accomplish your goals for the observation?
- How will your actions support the overall plan for the school counseling program?
- What could I observe you doing on a typical day?
- What is the rationale and context for what I will observe?
- What made you choose this particular activity?
- How will you prepare for the activity?
- What prior knowledge does the participant need to have for this activity?
- How can you get immediate feedback to make sure the participants understand the most important parts of your presentation?
- Discuss ways you meet the needs of students through individual planning.
- How will you help students develop skills for personal or social success?
- What collaboration might you have with colleagues in preparation for the observation?
- What might be some strategies for collaboration with colleagues inside and outside of your department?
- What outcome are you focused on?
- How do you plan to help students develop skills for academic success, career development, personal or social success?
- What data do you plan to collect that monitor's student progress?
- How will you know that students demonstrate positive outcomes as a result of your work with them?

Post-Observation

- What do you feel was the strongest point of the observation? Why?
- To what extent do you think you accomplished your goals for the observation? How do you analyze and reflect on your work? In reflecting on this observation, what feedback would you give yourself?
- What would you do differently for the next observation in an attempt to accomplish your goals?
- How has monitoring data help improve student outcomes?
- After the observation, what will be your next steps?
- What would you most like to improve?
- What are some thoughts about providing responsive services to meet student needs?
- Discuss ways you could meet the needs of students through systems support.
- Discuss ways in which you can advocate for different groups of students.
- How can I as the evaluator help you reach your goals for the program?

Post Conference Planning

The goal for the conference leader is to cognitively coach the school counselor through the use of reflective questions. Record three reflective questions you would ask the counselor that align with the are of reinforcement.

1.
2.
3.

Record three reflective questions you would ask the counselor that align with the area of refinement.

1.
2.
3.

Four Key Elements of the Post-Conference

1. Introduction/Greeting/Establish Length:
   - Review conference process
   - General impression question: "How do you think the activity went?"

2. Reinforcing the School Counselor:
   - Identify an area of reinforcement (ONLY one area)
   - Ask self-analysis question
   - Provide evidence from notes

3. Refining the School Counselor's Skill:
   - Identify an area of refinement (ONLY one area)
   - Ask self-analysis question
   - Provide evidence from notes
   - Give a recommendation for future practice

Present evidence and rating connected to the rubric

5/12/2016

School Counselor Evaluation Rubric

The ***School Counselor Evaluation Rubric*** is intended to be scored holistically. This means the evaluator will assess which level provides the best *overall* description of the school counselor. The evaluator is to consider evidence gathered during the pre-observation conferences the observation, the post-observation conference, and informal observations of school counselor activities (if applicable) when completing the rubric.

Standard One: Comprehensive School Counseling Program Plan - School counselors collaboratively envision a plan for a comprehensive school counseling program that is developmental, preventative, responsive and in alignment with the school's goals and mission.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor cannot articulate components of a comprehensive school counseling program.	The school counselor articulates all components of a comprehensive school counseling program.	The school counselor articulates all components of a comprehensive school counseling program, reflects on future program needs and works to design a plan of implementation.	The school counselor implements all components of a comprehensive school counseling program and frequently reflects on future program development.
	The school counselor does not collaborate with key stakeholders to set the goals, priorities and implementation strategies when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders on a limited basis to set goals, priorities and implementation strategies that partially align to the school's goals and mission when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders to set the goals, priorities and implementation strategies that align to the school's goals and mission when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders to set the goals, priorities and implementation strategies that align to the school's goals and mission when a comprehensive school counseling program is being designed and suggests enhancements and adjustments for program based on needs and results.
	The school counselor identifies no resources to implement the program.	The school counselor identifies resources needed to partially implement the program.	The school counselor identifies resources to fully implement the program.	The school counselor utilizes resources to fully implement the program from an innovative or diverse set of partners.
Evidence				

Standard Two: Direct Services for Academic, Career and Social/Emotional Development - School counselors develop a curriculum, offer individual student planning and deliver responsive services to assist students in developing and applying knowledge, skills and mindsets for academic, career and social/emotional development.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor lacks knowledge of academic program and/or does not deliver counseling, activities and/or experiences that support students' academic progress and goals. The school counselor does not deliver developmentally appropriate counseling, activities, and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources. The school counselor does not deliver counseling, activities, and/or experiences that promote student well-being.	The school counselor uses knowledge of the academic program to plan and deliver counseling, activities and/or experiences that support students' academic progress and goals. The school counselor inconsistently or ineffectively provides developmentally appropriate counseling, activities, and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources. The school counselor attempts to deliver counseling, activities and/or experiences that promote student well-being with limited success.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' academic progress and goals and makes adjustments as needed. The school counselor plans and delivers effective comprehensive counseling, activities, and/or experiences to support students' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed. The school counselor consistently delivers counseling, activities and/or experiences that promote students' social/emotional development and well-being.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to support students' academic progress and goals and makes adjustments as needed. The school counselor plans and delivers effective comprehensive counseling, activities, and/or experiences to enhance students' and parents/guardians' awareness of Ohio-specific college, career and education options and resources makes adjustments as needed. The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to promote students' social-emotional development and well-being and makes adjustments as needed.
Evidence				

Standard Three: Indirect Services: Partnerships and Referrals - School counselors collaborate and consult with school personnel, parents/guardians, community partners and agencies/organizations to coordinate support for all students.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor provides no information to parents/guardians and school personnel for students' academic, career and social-emotional development. The school counselor does not coordinate school and community resources to support students and promote their success. The school counselor does not make referrals on behalf of students to parent/guardians or school personnel to appropriate mentors, professionals, agencies and services.	The school counselor provides relevant information upon request to parents/guardians and school personnel for students' academic, career and social-emotional development. The school counselor attempts to coordinate school and community resources to support students and promote their success, but has limited success. The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services only upon request.	The school counselor provides relevant information on a regular basis through collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development. The school counselor coordinates school and community resources to support students and promote their success. The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.	The school counselor provides relevant information on a regular basis and initiates collaboration with parent/guardians and school personnel for students' academic, career and social-emotional development. The school counselor coordinates school and community resources, and positively influences the types of services the partners provide to support students and promote their success. The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services and follows up within the guidelines of confidentiality when appropriate.
Evidence				

Standard Four: Evaluation and Data - School counselors collaboratively engage in a cycle of continuous improvement using data to identify needs, plans and implement programs, evaluate impact and adjust accordingly.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not monitor student performance and progress.	The school counselor does limited monitoring of individual and group student performance and progress data to identify gaps and develops some appropriate interventions to enhance or improve student success.	The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success.	The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success, and fosters student self-monitoring.
	The school counselor does not monitor effectiveness of the program.	The school counselor uses some data with minimal effectiveness to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	The school counselor effectively uses data to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	The school counselor uses comprehensive data to conduct regular program monitoring, assesses implementation and effectiveness, and collaborates with stakeholders to make adjustments for program improvement accordingly.
Evidence				

Standard Five: Leadership and Advocacy - School Counselors lead school efforts and advocate for policies and practices that support an equitable, safe and inclusive and positive learning environment for all students.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not attempt to establish professional relationships within the school through communication, teamwork and collaboration.	The school counselor attempts to establish professional relationships within the school through communication, teamwork and collaboration with limited success.	The school counselor establishes and maintains professional relationships within and outside of the school through communication, teamwork and collaboration.	The school counselor establishes and strengthens strategic professional relationships within and outside of the school through communication, teamwork and collaboration.
	The school counselor does not advocate for nor responds to the needs of diverse populations.	The school counselor attempts to respond to the needs of diverse populations and has demonstrated progress in promoting an inclusive, responsive and safe school environment for its diverse members.	The school counselor effectively advocates for and responds to the needs of diverse populations, resulting in a positive impact on practices that promotes an inclusive, responsive and safe school environment for its diverse members.	The school counselor effectively advocates for practices within and outside of the school community and proactively addresses the changing needs of diverse populations resulting in a positive impact that promotes an inclusive, responsive and safe school environment for its diverse members.
	The school counselor is unable to identify community, environmental and institutional factors that enhance or impede development and does not advocate for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impeded development but does not advocate for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development and advocates for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development and collaborates with stakeholders to advocate for programs, policies and practices that ensure equity of opportunity for all students
	The school counselor does not promote the program or the role of the school counselor in achieving the school's mission and student success.	The school counselor occasionally promotes the program and is beginning to articulate the role of the school counselor in achieving the school's mission and student success.	The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school's mission and student success.	The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school's mission and student success, and contributes to the advancement of the school counseling profession.

Standard Five: Leadership and Advocacy - School Counselors lead school efforts and advocate for policies and practices that support an equitable, safe and inclusive and positive learning environment for all students.	
Evidence	

Standard Six: Professional Responsibility, Knowledge and Growth - School Counselors adhere to the ethical standards of the profession, engage in ongoing professional learning and refine their work through reflective analysis.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not adhere to the American School Counselor Association and other relevant ethical standards for school counselors nor the relevant federal, state and local codes and policies.	The school counselor has limited adherence to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies.	The school counselor adheres to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies.	The school counselor adheres to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies. The counselor also helps colleagues access and interpret codes and policies and understand implications.
	The school counselor does not engage in self-reflection of practice, review data to set goals for improvement or participate in professional learning.	The school counselor engages in limited self-reflection of practice, reviews minimal data ineffectively to set goals for improvement and participates in professional learning to meet some goals, enhance skills and stay current on professional issues.	The school counselor engages in thoughtful self-reflection of practice, reviews data to set goals for improvement and participates in professional learning to meet goals, enhance skills and stay current on professional issues.	The school counselor engages in thoughtful and ongoing self-reflection of practice; consistently reviews data to set and monitor goals for improvement; and participates in professional learning to meet goals, enhance skills and stay current on professional issues, educating others on learnings when appropriate.
	The school counselor does not attend professional meetings nor belong to organizations at the local, state or national level.	The school counselor attends professional meetings and/or belongs to organizations at the local, state or national level.	The school counselor actively participates in both professional meetings and organizations at the local state or national levels.	The school counselor coordinates, facilitates and/or provides leadership in professional meetings and organizations at the local, state or national level.
Evidence				

Metric(s) of Student Outcomes - School counselors demonstrate an ability to produce positive student outcomes using pre-determined metrics.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not collect data nor demonstrate a positive change in students' knowledge, behavior or skills.	The school counselor collects data but cannot demonstrate a positive change in students' knowledge, behavior or skills.	The school counselor clearly demonstrates a positive change in students' knowledge, behavior or skills within at least one student domain.	The school counselor clearly demonstrates a positive change in students' knowledge, behavior or skills within at three student domains.
Evidence				

Final Summative Rating of School Counselor Effectiveness

Once you determine a rating for each of the rubric areas, based on the available evidence from multiple interactions, look at the larger picture of performances across all areas of the rubric. Although all areas are important for effective school counseling practice, you may find it appropriate to more strongly weight patterns of behavior in one area over another. The key point is that the evaluator should consider no one area in isolation, but should analyze each in relation to all other areas of performance. Determine which of the four performance levels is most appropriate for the school counselor based on this holistic process.

Rubric Areas	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
Standard 1: Comprehensive School Counseling Program Plan				
Standard 2: Direct Services for Academic, Career and Social/Emotional Development				
Standard 3: Indirect Services: Partnerships and Referrals				
Standard 4: Evaluation and Data				
Standard 5: Leadership and Advocacy				
Standard 6: Professional Responsibility Knowledge and Growth				
Metrics of Student Outcomes				
Area of reinforcement:		*Area of refinement:*		
Final Summative (Overall) Rating	**INEFFECTIVE**	**DEVELOPING**	**SKILLED**	**ACCOMPLISHED**

☐ Check here if Improvement Plan has been recommended.

School Counselor Signature _____ **Date** _____

Evaluator Signature _____ **Date** _____

5/12/2016

Ohio School Counselor Evaluation System

Professional Growth Plan

On an annual basis, a school counselor will develop two goals for professional growth and development; one in relation to the six standard areas, and the second in relation to the Metric of Student Outcomes area. Professional development should be individualized to meet the needs of the school counselor and specifically relate to the identified areas of refinement as identified in the school counselor's evaluation. The development of the plan can be informed by self-assessment, previous evaluation results, or other relevant data that will assist the school counselor in setting appropriate goals for professional growth. The evaluator should recommend professional development opportunities and support the school counselor by providing resources (e.g., time, financial).

School Counselor Name: Evaluator Name: ☐ Self-Directed ☐ Collaborative

Goal One	*Choose the **Standard(s)** aligned to the goal. These are addressed by the evaluator as appropriate for this school counselor.*			
	☐ Comprehensive School Counseling Program Plan ☐ Direct Services for Academic, Career and Social/Emotional Development ☐ Indirect Services		☐ Evaluation and Data ☐ Leadership and Advocacy ☐ Professional Responsibility, Knowledge & Growth	
	Goal Statement Demonstrating Performance on Standards	Action Steps & Resources to Achieve Goal	Evidence Indicators	Dates Discussed
Goal Two	*Choose the domain(s) aligned to the Metric of Students Outcomes goal.*			
	☐ Academic ☐ College/Career ☐ Social/Emotional			
	Goal Statement Demonstrating Ability to Produce Positive Student Outcomes	Action Steps & Resources to Achieve Goal	Evidence Indicators	Dates Discussed
	Comments:			

School Counselor: _____ Evaluator: _____ Date: _____

5/12/2016

Improvement Plan

Written improvement plans are to be developed when a school counselor receives an overall Ineffective rating. In addition, districts have discretion to place a school counselor on an improvement plan at any time based on deficiencies in any individual component of the evaluation system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within a time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

School Counselor Name: Date of Improvement Plan Conference:
School Year: Building:

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

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

Section 2: Desired Level of Performance - List Specific measurable goals to improve performance. Indicate what each goal will measure.

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

Improvement Plan (continued)

Section 3: Specific Plan of Action

Describe in detail specific plans of action that the school counselor must take to improve his or her performance. Indicate the sources of evidence that the evaluator will use to document completion of the improvement plan.	
Actions to be Taken	Sources of Evidence that Will Be Examined

Section 4: Assistance and Professional Development

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

Dates for this Improvement Plan to Be Evaluated:

School Counselor's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

5/12/2016

Southeast Local Schools
Librarian/Media Specialist Evaluation Report

Librarian's Name _____ **School** _____ **Grade / Age Levels** _____
Evaluator's Name _____ **School Year** _____ **Evaluation Conference Date** _____

Instructions: Please rate the librarian's performance on any of the criteria for which you have appropriate data. Refrain from scoring in areas for which you do not have data. FAILURE TO MEET A STANDARD REQUIRES A PLAN OF ASSISTANCE.

1. **Planning and Organization**
   - 1a. Establishes goals for the library
   - 1b. Implements / maintains processes for selecting, processing, and inventorying materials
   - 1c. Establishes appropriate schedules for teachers and students
   - 1d. Completes reports accurately and on schedule
   - 1e. Maintains suitable budget and accounting procedures

	Meets or Exceeds Standards	Meets Standards w/ Suggestions	Does Not Meet Standards	N/A
1A				
1B				
1C				
1D				
1E				

2. **Library Skills**
   - 2a. Maintains print and non-print material in good condition that is supportive of curriculum
   - 2b. Provides an organized and welcoming environment
   - 2c. Provides fair and effective supervision of assistants and volunteers
   - 2d. Maintains written circulation policies and procedures
   - 2e. Incorporates computer assisted instruction

	Meets or Exceeds Standards	Meets Standards w/ Suggestions	Does Not Meet Standards	N/A
2A				
2B				
2C				
2D				
2E				

3. **Instructional Leadership**
   - 3a. Demonstrates knowledge of the curriculum
   - 3b. Assists classroom teachers in obtaining supportive materials
   - 3c. Develops / maintains / improves instructional program of the library
   - 3d. Carries out procedures for orientation and supervision of the library

	Meets or Exceeds Standards	Meets Standards w/ Suggestions	Does Not Meet Standards	N/A
3A				
3B				
3C				
3D				

4. **School and Community**
   - 4a. Promotes positive relationships between the school and parents / community
   - 4b. Conducts orientation program for all students
   - 4c. Coordinates and maintains a volunteer program in the library, as appropriate
   - 4d. Maintains good relationships with faculty, parents, and students

	Meets or Exceeds Standards	Meets Standards w/ Suggestion	Does Not Meet Standards	N/A
4A				
4B				
4C				
4D				

5. **Professional Responsibilities** (Can be demonstrated / observed at times outside of the formal observation)

   A. **Professionalism**
   - A1. Relates to colleagues, parents, students, and others in an ethical and professional manner
   - A2. Works to establish and maintain open lines of Communication with students, parents, and colleagues concerning both the academic and behavioral progress of students
   - A3. Resolves student and parent concerns and problems in a constructive manner
   - A4. Maintains a professional demeanor and appearance
   - A5. Follows adopted policies, regulations, and guidelines
   - A6. Maintains accurate and appropriate record keeping

	Meets or Exceeds Standards	Meets Standards w/ Suggestions	Does Not Meet Standards	N/A
A1				
A2				
A3				
A4				
A5				
A6				

   B. **Cooperates and Collaborates With Other Professionals For Student Benefit**
   - B1. Cooperates with staff and administration to accomplish the school mission, goals, programs, and activities
   - B2. Aligns goals/standards across classrooms/grade level
   - B3. Collaborates with colleagues to share teaching insights, enhance students' learning or address specific problems
   - B4. Demonstrates willingness to share in school related activities that promote positive public relations

	Meets or Exceeds Standards	Meets Standards w/ Suggestions	Does Not Meet Standards	N/A
A1				
A2				
A3				
A4				

ADDITIONAL COMMENTS:

Recommendation for Reemployment (Limited Contracts)
____Reemploy ____Reemploy with Reservation ____Not Recommended for Reemployment

Librarian/Media Specialist's Signature _____ **Date** _____

Observer's Signature _____ **Date** _____

Southeast Local Schools
Librarian/Media Specialist Observation

Librarian's Name _____ School _____ Grade / Age Levels _____

Evaluator's Name _____ School Year _____ Evaluation Conference Date _____

Instructions: Please rate the librarian's performance on any of the criteria for which you have appropriate data. Refrain from scoring in areas for which you do not have data. FAILURE TO MEET A STANDARD REQUIRES A PLAN OF ASSISTANCE.

1. Planning and Organization — COMMENTS
   - ☐ 1a. Establishes goals for the library
   - ☐ 1b. Implements / maintains processes for selecting, processing, and inventorying materials
   - ☐ 1c. Establishes appropriate schedules for teachers and students
   - ☐ 1d. Completes reports accurately and on schedule
   - ☐ 1e. Maintains suitable budget and accounting procedures
2. Library Skills
   - ☐ 2a. Maintains print and non-print material in good condition that is supportive of curriculum
   - ☐ 2b. Provides an organized and welcoming environment
   - ☐ 2c. Provides fair and effective supervision of assistants and volunteers
   - ☐ 2d. Maintains written circulation policies and procedures
   - ☐ 2e. Incorporates computer assisted instruction
3. Instructional Leadership
   - ☐ 3a. Demonstrates knowledge of the curriculum
   - ☐ 3b. Assists classroom teachers in obtaining supportive materials
   - ☐ 3c. Develops / maintains / improves instructional program of the library
   - ☐ 3d. Carries out procedures for orientation and supervision of the library
4. School and Community
   - ☐ 4a. Promotes positive relationships between the school and parents / community
   - ☐ 4b. Conducts orientation program for all students
   - ☐ 4c. Coordinates and maintains a volunteer program in the library, as appropriate
   - ☐ 4d. Maintains good relationships with faculty, parents, and students
5. Professional Responsibilities (Can be demonstrated / observed at times outside of the formal observation)
   A. Professionalism
      - ☐ A1. Relates to colleagues, parents, students, and others in an ethical and professional manner
      - ☐ A2. Works to establish and maintain open lines of communication with students, parents, and colleagues concerning both the academic and behavioral progress of students
      - ☐ A3. Resolves student and parent concerns and problems in a constructive manner
      - ☐ A4. Maintains a professional demeanor and appearance
      - ☐ A5. Follows adopted policies, regulations, and guidelines
      - ☐ A6. Maintains accurate and appropriate record keeping

   B. Cooperates and Collaborates With Other Professionals For Student Benefit
      - ☐ B1. Cooperates with staff and administration to accomplish the school mission, goals, programs, and activities
      - ☐ B2. Aligns goals/standards across classrooms/grade level

❑ B3. Collaborates with colleagues to share teaching insights, enhance students' learning or address specific problems

❑ B4. Demonstrates willingness to share in school related activities that promote positive public relations

ADDITIONAL COMMENTS:

Librarian/Media Specialist's Signature _____ Date _____

Observer's Signature _____ Date _____

Southeast Local Schools

Speech / Language Pathologist Evaluation Report

Therapist's Name _____ **School** _____ **Grade / Age Level** _____

Evaluator's Name _____ **School Year** _____ **Evaluation Conference Date** _____

Instructions: Please rate the therapist's performance on any of the criteria for which you have appropriate data. Refrain from scoring in areas for which you do not have data. FAILURE TO MEET A STANDARD REQUIRES A PLAN OF ASSISTANCE.

1. Planning and Preparation
   - 1a. Demonstrates knowledge of content and pedagogy
   - 1b. Demonstrates knowledge of students
   - 1c. Selects instructional goals based upon diagnostic information and test data
   - 1d. Designs coherent instruction
   - 1e. Assesses student learning

	Meets or Exceeds Standards	Meets Standards w/ Suggestions	Does Not Meet Standards	N/A
1A				
1B				
1C				
1D				
1E				

2. The Classroom Environment
   - 2a. Creates an environment of respect and rapport
   - 2b. Establishes a culture of learning
   - 2c. Manages classroom procedures
   - 2d. Manages student behavior
   - 2e. Organizes physical space

	Meets or Exceeds Standards	Meets Standards w/ Suggestions	Does Not Meet Standards	N/A
2A				
2B				
2C				
2D				
2E				

3. Instruction
   - 3a. Communicates clearly and accurately
   - 3b. Uses questioning and discussion techniques
   - 3c. Engages students in learning
   - 3d. Provides feedback to students
   - 3e. Demonstrates flexibility and responsiveness
   - 3f. Uses appropriate multi-sensory cues and prompts

	Meets or Exceeds Standards	Meets Standards w/ Suggestions	Does Not Meet Standards	N/A
3A				
3B				
3C				
3D				
3E				
3F				

4. Professional Responsibilities (Can be demonstrated / observed at times outside of the formal observation)

   A. Professionalism
   - A1. Relates to colleagues, parents, students, and others in an ethical and professional manner
   - A2. Works to establish and maintain open lines of communication with students, parents, and colleagues concerning both the academic and behavioral progress of students
   - A3. Resolves student and parent concerns and problems in a constructive manner
   - A4. Maintains a professional demeanor and appearance
   - A5. Follows adopted policies, regulations, and guidelines
   - A6. Maintains accurate and appropriate record keeping

	Meets or Exceeds Standards	Meets Standards w/ Suggestions	Does Nc
A1			
A2			
A3			
A4			
A5			
A6			

   B. Cooperates and Collaborates With Other Professionals For Student Benefit
   - B1. Cooperates with staff and administration to accomplish the school mission, goals, programs, and activities
   - B2. Aligns goals/standards across classrooms/grade level
   - B3. Collaborates with colleagues to share teaching insights, enhance students' learning or address specific problems
   - B4. Demonstrates willingness to share in school related activities that promote positive public relations

	Meets or Exceeds Standards	Meets Standards w/ Suggestions	Does Not Meet Standards	N/A
A1				
A2				
A3				
A4				

ADDITIONAL COMMENTS:

Recommendation for Reemployment (Limited Contracts)

____Reemploy ____Reemploy with Reservation ____Not Recommended for Reemployment

Speech / Language Pathologist's Signature _____ Date _____

Observer's Signature _____ Date _____

Southeast Local Schools
Speech / Language Pathologist Observation Form

Therapist's Name _____ **School** _____ **Grade / Age Level** _____

Evaluator's Name _____ **School Year** _____ **Evaluation Conference Date** _____

Instructions: Please rate the therapist's performance on any of the criteria for which you have appropriate data. Refrain from scoring in areas for which you do not have data. FAILURE TO MEET A STANDARD REQUIRES A PLAN OF ASSISTANCE

1. Planning and Preparation

COMMENTS

- ☐ 1a. Demonstrates knowledge of content and pedagogy
- ☐ 1b. Demonstrates knowledge of students
- ☐ 1c. Selects instructional goals based upon diagnostic information and test data
- ☐ 1d. Designs coherent instruction
- ☐ 1e. Assesses student learning

2. The Classroom Environment

- ☐ 2a. Creates an environment of respect and rapport
- ☐ 2b. Establishes a culture of learning
- ☐ 2c. Manages classroom procedures
- ☐ 2d. Manages student behavior
- ☐ 2e. Organizes physical space

3. Instruction

- ☐ 3a. Communicates clearly and accurately
- ☐ 3b. Uses questioning and discussion techniques
- ☐ 3c. Engages students in learning
- ☐ 3d. Provides feedback to students
- ☐ 3e. Demonstrates flexibility and responsiveness
- ☐ 3f. Uses appropriate multi-sensory cues and prompts

4. Professional Responsibilities (Can be demonstrated / observed at times outside of the formal observation)

A. Professionalism

- ☐ A1. Relates to colleagues, parents, students, and others in an ethical and professional manner
- ☐ A2. Works to establish and maintain open lines of communication with students, parents, and colleagues concerning both the academic and behavioral progress of students
- ☐ A3. Resolves student and parent concerns and problems in a constructive manner
- ☐ A4. Maintains a professional demeanor and appearance
- ☐ A5. Follows adopted policies, regulations, and guidelines
- ☐ A6. Maintains accurate and appropriate record keeping

B. Cooperates and Collaborates With Other Professionals For Student Benefit

- ☐ B1. Cooperates with staff and administration to accomplish the school mission, goals, programs, and activities
- ☐ B2. Aligns goals/standards across classrooms/grade level
- ☐ B3. Collaborates with colleagues to share teaching insights, enhance students' learning or address specific problems
- ☐ B4. Demonstrates willingness to share in school related activities that promote positive public relations

ADDITIONAL COMMENTS:

Speech / Language Pathologist's Signature _____ Date_____

Observer's Signature_____ Date_____

APPENDIX I

BOARD OF EDUCATION
JOB EVALUATION FORM

Position: School Nurse

Reports to: Superintendent

Description: Provides overall leadership and coordination of the district health care services. Includes clinical assessments of students and staff; offers clinical nursing care services, as appropriate; secures and administers student medications; maintenance and review of student health care records, including immunization compliance.

NOTE: The below lists are not ranked in order of importance

Essential Functions:	**Needs Improvement (See comments below)**	**Meets or Exceeds Expectations**
Conduct state required screenings such as hearing and vision, and make referrals as appropriate	( )	( )
Maintain up-to-date health records for students	( )	( )
Assume responsibility for injured or ill students	( )	( )
Act as health consultant for teachers, students, curriculum, and school	( )	( )
Act as liaison between school district and the medical community	( )	( )
Authorize exclusion and re-admission of students in connection with infectious and contagious diseases	( )	( )
Dispense medication or delegate according to Ohio Revised Code with appropriate training, demonstrations, supervision, and evaluation	( )	( )
Must be available for emergencies in the K-12 building	( )	( )
Assist in disease control programs by enforcing local and state immunization laws, screening for lice and other communicable diseases	( )	( )
Assist with individual health care plans for students with special health care needs, and in-service staff as needed	( )	( )
Act as consultant to promote disease prevention and healthy lifestyles for students, staff and parents	( )	( )
Provide leadership for school and community health issues	( )	( )
Act as student advocate	( )	( )
Keep records and emergency contact information updated	( )	( )
Assist the administration in implementing all procedures and rules governing student life and conduct	( )	( )
Observe ethics of the nursing profession; exhibit professional behavior, emotional stability and sound judgment, and maintain confidentiality	( )	( )
Identify nursing tasks appropriate to delegate in the individual situation, and provide procedural guidelines for orientation and training, return demonstration and documentation, schedule for supervision, and ongoing evaluation	( )	( )
Provide staff with necessary student health information on an "as needed" to know basis, e.g., health alert list	( )	( )
Report all cases of child abuse and neglect to the proper authorities	( )	( )
Make contacts with the public with tact and diplomacy	( )	( )

Maintain respect at all times for confidential information, e.g., medical records, prescription medicine, 504s, IEPs	( )	( )
Interact in a positive manner with staff, students, and parents	( )	( )
Promote good public relations	( )	( )
Attend meetings and in-services as required	( )	( )
Ensure safety of students	( )	( )
Participate in local and state seminars	( )	( )
Purchase all necessary medical supplies, materials and equipment for the district	( )	( )

Comments:

Other Duties and Responsibilities:	**Needs Improvement (See comments below)**	**Meets or Exceeds Expectations**
Refer students in need of medical and dental care to the proper local agency	( )	( )
Provide individual and group health counseling to students as needed	( )	( )
Coordinate dental health program and screenings	( )	( )
Serve as a role model for students	( )	( )
Schedule bloodborne pathogens in-services for district	( )	( )

Comments:

Qualifications:	**Needs Improvement (See comments below)**	**Meets or Exceeds Expectations**
Bachelor's degree or equivalent from a four-year college or university	( )	( )
One to four years related experience	( )	( )
R.N. licensed by the Ohio Board of Nursing	( )	( )
Licensed School Nurse	( )	( )
Certification in CPR	( )	( )

Comments:

Required Knowledge, Skills and Abilities:	Needs Improvement (See comments below)	Meets or Exceeds Expectations
Ability to work effectively with others	( )	( )
Ability to communicate ideas and directives clearly and effectively both orally and in writing	( )	( )
Effective, active listening skills	( )	( )
Organizational and problem-solving skills	( )	( )
Nursing procedures as covered by Ohio Revised Code 4723.28 and national standards of school nursing practice	( )	( )
Ability to work effectively with others	( )	( )
General operating knowledge of computers and related software	( )	( )

Comments:

Goals for next evaluation period:

Employees Comments:

DATE_____ EVALUATOR _____

DATE_____ EMPLOYEE _____

APPENDIX J

Southeast Local Schools: Pre-Conference Questions

It is understood that the evaluator shall select in advance and notify the teacher of not more than four (4) of the following questions which the teacher should be prepared to discuss at the pre-conference.

1. What is the focus for the lesson and why is it important? (Focus for Learning – Standard 4)
2. What skills will they demonstrate by the end of the lesson? (Assessment – Standard 3)
3. What Common Core/state standards are you teaching?
4. What does the pre-assessment data indicate about student needs and how did you incorporate that information in your planning? (Content – Standards 1 and 2: Prior Knowledge – Standard 4; Assessment – Standard 3)
5. What prior knowledge do students need to have to be successful? (Knowledge of Students – Standard 1)
6. Is there any information you need to share about particular students? (Knowledge of Students – Standard 1)
7. How will the goals be communicated to students? (Lesson Delivery – Standards 2 and 4)
8. What instructional strategies and methods will you use to address the need of all learners? (Differentiation – Standards 1 and 4)
9. How will you promote independent learning and problem solving? (Lesson Delivery – Standards 2 and 4)
10. What resources/technology will be used during the lesson? (Lesson Delivery – Standards 2 and 4)
11. How will you check for understanding? (Assessment – Standard 3)
12. What specific products or demonstrations will assess learning of all goals? (Assessment – Standard 3)

Self-Assessment Summary Tool

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

Name _____

Date _____

Standard		Strengths	Areas for Growth	Priorities (Check 2)
Standard 1: Students	• Knowledge of how students learn and of student development • Understanding of what students know and are able to do • High expectations for all students • Respect for all students • Identification, instruction and intervention for special populations			
Standard 2: Content	• Knowledge of content • Use of content- specific instructional strategies to teach concepts and skills • Knowledge of school and district curriculum priorities and Ohio academic content standards • Relationship of knowledge within the discipline to other content areas • Connection of content to life experiences and career opportunities			
Standard 3: Assessment	• Knowledge of assessment types • Use of varied diagnostic, formative and summative assessments • Analysis of data to monitor student progress and to plan, differentiate, and modify instruction • Communication of results • Inclusion of student self-assessment and goal-setting			
Standard 4: Instruction	• Alignment to school and district priorities and Ohio academic content standards • Use of student information to plan and deliver instruction • Communication of clear learning goals • Application of knowledge of how students learn to instructional design and delivery • Differentiation of instruction to support learning needs of all students • Use of activities to promote independence and problem-solving • Use of varied resources to support learner needs			
Standard 5: Learning Environment	• Fair and equitable treatment of all students • Creation of a safe learning environment • Use of strategies to motivate students to work productively and assume responsibility for learning • Creation of learning situations for independent and collaborative work • Maintenance an environment that is conducive to learning for all students			

Standard		Strengths	Areas for Growth	Priorities (Check 2)
Standard 6: Collaboration & Communication	• Clear and effective communication • Shared responsibility with parents/caregivers to support student learning • Collaboration with other teachers, administrators, school and district staff • Collaboration with local community agencies			
Standard 7: Professional Responsibility and Growth	• Understanding of and adherence to professional ethics, policies and legal codes • Engagement in continuous, purposeful professional development • Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement			

Teacher Performance Evaluation Rubric

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

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING

Domains	Components	Ineffective	Developing	Skilled	Accomplished
FOCUS FOR LEARNING (Standard 1: Students, Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction) *Possible Sources of Evidence: pre-conference, artifacts, portfolios, analysis of student data, lesson plans, student surveys, common assessments*	**Use of High-Quality Student Data** Element 1.1 Element 1.2 Element 1.3 Element 3.3	The teacher does not use high-quality student data to develop measurable and developmentally appropriate student growth goal(s).	The teacher uses one source of high-quality student data and attempts to analyze patterns to develop measurable and developmentally appropriate student growth goal(s). The analysis may be incomplete or inaccurate.	The teacher thoroughly and correctly analyzes patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s).	The teacher thoroughly and correctly analyzes trends and patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s). The teacher plans for the facilitation of developmentally appropriate student data collection and strategies to assist in student goal setting and progress monitoring.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Connections to prior and future learning Element 1.2 Element 2.1 Element 2.2 Element 2.4 Element 2.5	The teacher plans lessons that demonstrate no connections to student prior learning or future learning.	The teacher plans lessons that attempt to make connections with student prior learning or future learning. These connections are not clear.	The teacher plans lessons that intentionally make clear and coherent connections with student prior learning and future learning and includes strategies that communicate the connections to students.	The teacher plans lessons that intentionally make clear and coherent connections with student prior and future learning and includes strategies that communicate the connections to students - among lesson content, other disciplines and/or real-world

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
					experiences. The teacher plans lessons that use the input and contributions of families, colleagues and/or other professionals to understand each student's prior knowledge while supporting the student's development.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Connections to state standards and district priorities Element 2.3 Element 4.1 Element 4.7	The teacher's instructional plan does not reference Ohio's Learning Standards.	The teacher's instructional plan references Ohio's Learning Standards, but goals and activities do not align with student needs, school and district priorities or the standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards. The teacher participates in studying and evaluating advances in content and/or provides input on school and district curriculum.

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
KNOWLEDGE OF STUDENTS (Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys*	**Planning instruction for the whole child** Element 1.2 Element 1.4 Element 1.5 Element 4.2 Element 4.4 Element 6.4	The teacher's instructional plan makes no connections to and the teacher is not familiar with student experiences, culture, developmental characteristics or backgrounds.	The teacher's instructional plan makes minimal connections to student experiences, culture, developmental characteristics or student backgrounds.	The teacher's instructional plan reflects connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, talents, backgrounds, skills, language proficiency and interests.	The teacher's instructional plan reflects consistent connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, individual talents, backgrounds, skills, language proficiency and interests. The instructional plan draws upon input from school professionals and outside resources.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
LESSON DELIVERY (Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction, Standard 5: Learning Environment, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review*	**Communication with students** Element 2.2 Element 4.3 Element 4.6 Element 6.1	The teacher does not communicate learning goals and expectations for mastery and does not model exemplary performance to students. Students cannot discern learning goals. Differentiated learning goals are not used.	The teacher inconsistently communicates learning goals, expectations for mastery and models of exemplary performance to students. There is limited use of differentiated learning goals.	The teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to students.	The teacher is consistent and effective in communicating differentiated learning goals (such as needs based, interest based, strength based), expectations for mastery and models of exemplary performance to students through multiple communication techniques.
		The teacher does not demonstrate content knowledge by using content-specific, developmentally appropriate language or content-specific strategies. There is no student engagement.	The teacher demonstrates some content knowledge by using limited content-specific, developmentally appropriate language and limited content-specific strategies. Students demonstrate little engagement in the lesson.	The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques check for understanding and encourage higher-level thinking.	The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques engage students in higher-level and creative thinking and stimulate student-to-student interactions.
		The teacher does not give students feedback.	Feedback to students is general, occasional or limited and may not always support student learning.	The teacher gives students substantive, specific and timely feedback to support their learning.	The teacher gives students substantive, specific and timely feedback to support individual student learning. The teacher gives students opportunities to engage in self-assessment, provide feedback to each other and reflect on their own strengths and challenges.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
LESSON DELIVERY *(continued)*	**Evidence**	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Monitoring student understanding Element 3.2 Element 3.3	The teacher fails to monitor and address student confusion and misconceptions.	The teacher inconsistently monitors or incorrectly addresses student confusion and misconceptions.	The teacher consistently monitors and addresses common student confusion and misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.	The teacher consistently monitors, addresses, articulates and anticipates individual student confusion or misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Student-centered learning Element 3.5 Element 4.5 Element 4.6 Element 5.3 Element 5.4	Learning is entirely teacher directed. Students are not participating in learning activities. There are no opportunities for student choice about what will be learned and how learning will be demonstrated. There is no evidence of differentiated	Learning is primarily teacher directed. Students participate in whole class learning activities. There are few opportunities for student choice about what will be learned and how learning will be demonstrated. The teacher uses limited differentiated instructional strategies or resources.	Learning is a balance between teacher-directed instruction and student-directed interaction as students apply their knowledge and skills as developmentally appropriate. The teacher effectively combines collaborative and whole class learning opportunities to maximize student learning. Teacher gives opportunities for student choice about student learning paths or ways to demonstrate their learning. Teacher uses differentiated instructional strategies and resources for groups of students.	Learning is primarily self-directed with the teacher in the role of facilitator encouraging students to apply their knowledge and skills as developmentally appropriate. The teacher encourages students to persist in the learning tasks. The teacher effectively combines independent, collaborative and whole class learning opportunities to maximize student learning. Teacher routinely promotes opportunities for students to actively take part in developing goals toward mastery, and students are responsible for deciding how to demonstrate their learning. Instructional strategies, pacing and

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
		instructional strategies or resources.			resources are differentiated to make the lesson accessible and challenging for all students, while supporting the various learning needs of individual students.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment) *Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review, student surveys*	**Classroom routines and procedures** Element 5.5	The teacher has not established routines and procedures. Effective transitions are not evident, resulting in a significant loss of instructional time and frequent off-task behavior.	The teacher establishes routines and procedures but uses them inconsistently. Transitions are sometimes ineffective, resulting in a loss of instructional time. Off-task behavior is sometimes evident. The teacher makes decisions about classroom operations.	The teacher consistently uses routines, procedures and transitions that effectively maximize instructional time. On-task behavior is evident. Students assume appropriate levels of responsibility for effective operation of the classroom.	The teacher and students have collaboratively established consistent use of routines, procedures and transitions that are effective in maximizing instructional time. On-task behavior is evident and ensured by students. Students initiate responsibility for effective operation of the classroom.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Classroom climate and cultural competency Element 1.4 Element 5.1	There is no evidence of rapport or expectations for respectful, supportive and caring interactions with and among students and the teacher.	There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher.	There is consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher.	The teacher intentionally creates a classroom environment that shows consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	Element 5.2	There is no demonstration of regard for student perspectives, experiences and culture. The teacher does not address needs related to student sense of well-being.	There is inconsistent demonstration of regard for student perspectives, experiences and culture. The teacher is aware of needs related to student sense of well-being but does not address them effectively.	There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being.	There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being. The teacher seeks and is receptive to the thoughts and opinions of individual students and the class. When appropriate, the teacher includes other school professionals and/or community resources to ensure all students are recognized and valued.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment) *Possible Sources of Evidence: pre-conference, formal observation,*	**Use of assessments** Element 3.1 Element 3.2 Element 3.3 Element 3.4	The teacher does not use varied assessments. The teacher fails to analyze data and makes little or no attempt to modify instruction to	The teacher makes limited use of varied assessments. The teacher attempts to analyze data and modify instruction, though the	The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher analyzes patterns to measure	The teacher intentionally and strategically selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher offers differentiated assessment choices to meet the full range of student needs. The teacher analyzes data trends and patterns to measure targeted student learning,

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
classroom walk-throughs/informal observations, assessments, student portfolios, post-conference		meet student needs. The teacher does not share evidence of student learning with students.	modifications do not meet student needs. The teacher shares evidence of student learning with students.	targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet the needs of groups of students. The teacher shares evidence of student learning with parents and students to plan instruction to meet student needs.	anticipate learning obstacles, modify instruction and differentiate to meet individual student needs. The teacher shares evidence of student learning with colleagues, parents and students to collaboratively plan instruction to meet individual student needs.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Evidence of student learning Element 1.3	The teacher's assessment data demonstrates no evidence of growth and/or achievement over time for most students.	The teacher uses one source of high-quality student data to demonstrate clear evidence of appropriate growth and/or achievement over time for some students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of expected growth and/or achievement for most students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of above expected growth and/or achievement for most students.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and	**Communication and collaboration with families** Element 6.1	The teacher does not communicate with students and families.	The teacher inconsistently or unsuccessfully uses communication and engagement strategies with students and families. These	The teacher uses effective and appropriate communication and engagement strategies with students and families,	The teacher uses multiple effective and appropriate communication and engagement strategies with individual students and families. These

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
Communication, Standard 7: Professional Responsibility and Growth) *Possible Sources of Evidence: Professional Growth Plan or Improvement Plan, pre-conference, post-conference, artifacts, self-assessment, peer review*	Element 6.2		do not contribute adequately to student learning, well-being and development.	resulting in partnerships that contribute to student learning, well-being and development.	ongoing strategies promote two-way communication, active participation and partnerships that contribute to each student's learning, well-being and development.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Communication and collaboration with colleagues Element 6.3	The teacher does not communicate and/or collaborate with colleagues.	The teacher inconsistently or unsuccessfully communicates and/or collaborates with colleagues, resulting in limited improvement of professional practice.	The teacher effectively communicates and collaborates with colleagues to examine instructional practice and analyze patterns in student work and student data to identify and implement targeted strategies for improving professional practice.	The teacher initiates effective communication and collaboration with colleagues outside the classroom, resulting in improvements in student learning, individual practice, school practice and/or the teaching profession.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	District policies and professional responsibilities Element 7.1	The teacher demonstrates a lack of understanding and regard for district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates minimal understanding of district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators. The teacher exemplifies effective leadership characteristics beyond the classroom. The teacher helps shape policy at the

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
					school, district or state level.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Professional learning Element 7.2 Element 7.3	The teacher sets short-term and long-term professional goals but fails to monitor progress or take action to meet the goals.	The teacher sets and monitors short-term and long-term professional goals but fails to take appropriate action to meet the goals.	The teacher sets short-term and long-term professional goals and monitors progress in meeting them based on self-reflection and data analysis. The teacher takes appropriate action to meet the goals.	The teacher consistently pursues best practices and sets, monitors and reflects on progress toward meeting short-term and long-term professional goals based on data analysis to improve student learning. The teacher takes appropriate action to meet the goals. The teacher collaborates with colleagues and others to share best practices.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

Professional Growth Plan

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

☐ **Self-Directed**

☐ **Collaborative** Teacher Evaluator

Annual Focus These are addressed by the evaluator as appropriate for this teacher.	**Date** Record dates when discussed	**Areas for Professional Growth** **supports needed, resources, professional development** Comments during conference with teacher and evaluator are made appropriate to the needs of the teacher.
***Goal 1**: Student Achievement/Outcomes for Students* *Goal Statement:* *Evidence Indicators:*		
***Goal 2** : Teacher Performance on the Ohio Standards for the Teaching Profession* *Goal Statement:* *Evidence Indicators:*		

Evaluator Signature **Date** **Teacher Signature** **Date**

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

Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____

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

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

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

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

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

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

Improvement Plan (continued)

Section 3: Specific Plan of Action

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

Section 4: Assistance and Professional Development

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

Date for this Improvement Plan to Be Evaluated:

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

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

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

☐ Improvement is demonstrated and performance standards are met to a satisfactory level of performance*

☐ The Improvement Plan should continue for time specified: _____

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

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

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

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

Post Conference Planning

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

  1.

  2.

  3.

- Record 3 reflective questions you would ask the teacher aligned to the area of refinement.

  1.

  2.

  3.

Four Key Elements of the Instructional Post-Conference

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

1. Introduction/Greeting/Establish Length
   - Review Conference Process
   - General Impression Question

   - "How do you think the lesson went?"
2. Reinforcing the Teacher
   - Identify an area of Reinforcement (ONLY one area)_____
   - Ask Self-Analysis Question
   - Provide evidence from notes

3. Refining the Teacher's Skill:
    - Identify an area of Refinement (ONLY one area)_____
    - Ask Self-Analysis Question
    - Provide evidence from notes
    - Give a recommendation for future practice

4. Present evidence and rating connected to the rubric

Classroom Walkthroughs / Informal Observation

An informal observation/ classroom walkthrough is a:

- Tool to inform evaluation that provides the opportunity to gather evidence of instruction over a series of short classroom visits;
- Process for giving targeted evidenced-based feedback to teachers; and
- Means for principals to visit classrooms more frequently and more purposefully.

An informal observation/ classroom walkthrough is not a(n):

- Formal observation;
- "Gotcha" opportunity for supervisors or evaluators;
- Isolated event; or
- Shortcut to the observation protocol required as part of the teacher evaluation process.

Classroom walkthroughs/ Informal observations, as part of the teacher evaluation system, may be general in nature or focused on observing a specific aspect of teacher performance. Summary data collected through a series of walkthroughs along with evidence documented through formal observations will come together to inform the teachers' summative performance rating: *ineffective, developing, skilled or accomplished*.

Guidelines for Informal Classroom Observations

Informally Observe All Teachers

All teachers benefit from informal classroom observations. Informal observations should last from 15 to20 minutes; therefore, conduct only as many observations in a day as you can follow up with on either the same or next day. Teachers need and deserve some type of immediate feedback.

Informally Observe As Often As You Can

The principal's presence in the classroom sends a positive message to teachers: *the principal cares*. Including informal classroom observation as a school-wide initiative requires consistency and frequency. Find times in the day to observe teachers at varying times of the day: *for most teachers, what occurs in the morning is much different than what occurs in the afternoon.*

Focusing on One or Two Areas

Although there may be no predetermined focus established (because of no pre-conference), find a focus based on the instruction, events or discussions that are occurring in the classroom. A focus may also occur based upon past conferences and the need for follow up observations.

Make Time to Follow Up

Follow-up communication to informal classroom observations is a critical component. Follow-up will often be in writing but the evaluator should extend to the teacher an invitation to discuss any comments provided face-to-face. The evaluator may also offer resources to help teachers refine their practice.

Teacher Driven Observations

While it is recognized that evaluators have many demands on their time, encouraging teachers to identify instructional periods for the evaluator to observe can be a means for the evaluator to collect evidence related to a specific focus the teacher and evaluator may be working on.

Types of Data

Data collected as evidence of teacher practice may be quantitative, qualitative, or a combination of both. Quantitative data includes frequencies, distributions and other counts or tallies. For example the observer could use a checklist to tally how many questions were asked of children in the front row or children who had their hands raised versus not. The evaluator might also chart the types of questions asked (higher versus lower levels). Qualitative data can include scripted notes detailing patterns of activities, vocabulary used, and events observed. In both cases accuracy is essential to ensure the credibility of the process and the evaluator.

Informal Observation: General Form (Walkthrough)

The walkthrough shall consist of at least 5 consecutive minutes but no more than 15 minutes in duration. However, for teachers in "off-years," the walkthrough form can be used for the 1 required observation and such walkthrough can be done for 30 minutes.

Teacher Name: ____ **Grade(s)/Subject Area(s):** ____ **Date:** ____

Evaluator Name: _____ **Time Walkthrough Begins:** ____ **Time Walkthrough Ends:** ____

Directions: This form serves as a record of an informal walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation. This record, along with records of additional informal observations, will be used to inform the summative evaluation of the teacher.

EVALUATOR OBSERVATIONS	
☐ Instruction is developmentally appropriate	☐ Lesson content is linked to previous and future learning
☐ Learning outcomes and goals are clearly communicated to students	☐ Classroom learning environment is safe and conducive to learning
☐ Varied instructional tools and strategies reflect student needs and learning objectives	☐ Teacher provides students with timely and responsive feedback
☐ Content presented is accurate and grade appropriate	☐ Instructional time is used effectively
☐ Teacher connects lesson to real-life applications	☐ Routines support learning goals and activities
☐ Instruction and lesson activities are accessible and challenging for students	☐ Multiple methods of assessment of student learning are utilized to guide instruction
☐ Other:	☐ Other:

Evaluator Summary Comments:

Recommendations for Focus of Informal Observations:

Evaluator Signature: _____ ☐ **Photocopy to Teacher**

Informal Observation: General Form (Walkthrough)

The walkthrough shall consist of at least 5 consecutive minutes but no more than 15 minutes in duration. However, for teachers in "off-years," the walkthrough form can be used for the 1 required observation and such walkthrough can be done for 30 minutes.

Teacher Name: _____ Grade(s)/Subject Area(s): _____ Date: _____

Evaluator Name: _____ Time Walkthrough Begins: _____ Time Walk-through Ends: _____

Directions: This form serves as a record of an informal walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation. This record, along with records of additional informal observations, will be used to inform the summative evaluation of the teacher.

EVALUATOR OBSERVATION	
Observed	***Not Observed***
_____ Instruction is developmentally appropriate. _____ Learning outcomes and goals are clearly communicated to students. _____ Varied instructional tools and strategies reflect student needs and learning objective. _____ Content presented is accurate and grade appropriate. _____ Teacher connects lesson to real-life applications. _____ Instruction and lesson activities are accessible and challenging for students. _____ Lesson content is linked to previous and future learning. _____ Classroom learning environment is safe and conducive to learning. _____ Teacher provides students with timely and responsive feedback. _____ Instructional time is used effectively. _____ Routines support learning goals and activities. _____ Multiple methods of assessment of student learning are utilized to guide instruction.	_____ Instruction is developmentally appropriate. _____ Learning outcomes and goals are clearly communicated to students. _____ Varied instructional tools and strategies reflect student needs and learning objective. _____ Content presented is accurate and grade appropriate. _____ Teacher connects lesson to real-life applications. _____ Instruction and lesson activities are accessible and challenging for students. _____ Lesson content is linked to previous and future learning. _____ Classroom learning environment is safe and conducive to learning. _____ Teacher provides students with timely and responsive feedback. _____ Instructional time is used effectively. _____ Routines support learning goals and activities. _____ Multiple methods of assessment of student learning are utilized to guide instruction.

Evaluator's Summary Comments:

Recommendations for Focus of Informal Observations:

Evaluator's Signature Date Teacher's Signature Date

#EachChildOurFuture

Final Holistic Rating of Teacher Effectiveness—Full Evaluation

	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
Formal Holistic Observation (followed by conference)	☐	☐	☐	☐
Formal Focused Observation Focus Area(s): ☐Focus for Learning ☐Knowledge of Students ☐Lesson Delivery ☐Classroom Environment ☐Assessment of Student Learning ☐Professional Responsibilities	☐	☐	☐	☐
Professional Growth Plan (or Improvement Plan) Goal(s): (Goal prepopulates from the earlier entry)				
Evaluator Comments:				
Teacher Comments:				
Final Holistic (Overall) Rating	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

☐Check here if Improvement Plan has been recommended.

Teacher Signature _____ **Date** _____

Evaluator Signature _____ **Date** _____

Ohio Department of Education

Final Holistic Rating of Teacher Effectiveness—Accomplished or Skilled Carry Forward

Professional Growth Plan Goal(s) Alignment:	Dates:	
Mark Domain Area(s): ☐Focus for Learning ☐Knowledge of Students ☐Lesson Delivery ☐Classroom Environment ☐Assessment of Student Learning ☐Professional Responsibilities **Focus Area(s) Comments:**	Date of Observation: Date of Conference: **Comments:**	
Professional Growth Plan Goal(s):	(Goal(s) prepopulate from previous entry)	
Progress on Professional Growth Plan Goal:	☐Progress Made (By checking this box, the teacher will continue with rating as per schedule until time for a full evaluation cycle.)	☐Insufficient Progress Made (By checking this box, the teacher will automatically be placed on a full evaluation cycle the following school year.)
Evaluator Comments:		
Teacher Comments:		

Final Holistic (Overall) Rating: Pre-Populated in OhioES Portal • Carry forward from previous rating	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

☐End of Cycle (Full evaluation required in the next school year)

☐Check here if Improvement Plan has been recommended.

Teacher Signature _____ **Date** _____

Evaluator Signature _____ **Date** _____

APPENDIX L

SOUTHEAST LOCAL SCHOOLS

ANALYSIS
FOR
PROFESSIONAL IMPROVEMENT

TEACHER'S NAME_____

GRADE LEVEL OR AREA OF SPECIALIZATION_____

1ST OBSERVATION DATE_____

2ND OBSERVATION DATE_____

1ST EVALUATION CONFERENCE DATE_____

1ST OBSERVATION DATE_____

2ND OBSERVATION DATE_____

2ND EVALUATION CONFERENCE DATE_____

YEARS OF EXPERIENCE_____

DEGREE_____

CONTRACT: LIMITED CONTINUING

Southeast Local Schools
Plan of Assistance for Improvement

Name _____ Limited _____

School _____ Continuing _____

Assignment _____

Plan Initiated _____ Plan Completed _____

You are being placed on the plan of Assistance for Improvement because of unsatisfactory performance as specified in the deficiencies outlined below. This plan is designed to help you correct these deficiencies. Upon successful completion of the plan, you will be returned to the regular evaluation cycle. If the program is not successfully completed, your future employment in the District may be jeopardized.

I. DESCRIPTION OF DEFICIENCY (specific standards/job description elements)

II. SUPERVISOR'S EXPECTATIONS (how things should look after the deficiency is corrected)

III. RECOMMENDED PLAN TO CORRECT DEFICIENCY

IV. CRITERIA TO BE USED FOR MEASURING CORRECTION

V. ASSISTANCE AND RESOURCES TO BE PROVIDED (if appropriate)

VI. MONITORING PROCEDURES (to be decided cooperatively by the evaluator and the licensed / certified employee)

My signature indicates that this program has been discussed with me. I understand my signature does not necessarily indicate agreement and that I may respond to all issues raised in this plan.

_____ _____
Teacher's Signature Date

_____ _____
Supervisor's Signature Date

Southeast Local Schools Grandfathered Employee Benefit Plan

SCHEDULE OF BENEFITS
COMPREHENSVIE MAJOR MEDICAL BENEFITS

Precertification Review: Precertification review is required for all inpatient Hospital confinements. For elective stays, certification is required at least 24 hours prior to admission. For emergency admissions, certification is required within 48 hours following admission.

Please Note: If preadmission Hospital certification is not utilized, your benefits under the Plan will be reduced by an additional $500.00 Deductible, which will be separate and will not accumulate toward the maximum out of pocket amount.

All Benefits will be based upon Allowed Amount

Annual Maximum Amount Payable per Individual.....Unlimited
(with the exception of Licensed Massotherapy and Laser Eye Surgery as shown in the Covered Services)

Network (PPO Network Providers)

Calendar Year Deductible:
Per Individual.....$300.00
Per Family.....$650.00

Then: all eligible charges will be paid at 80% until the maximum out-of-pocket amount has been satisfied.

With: 100% payment on eligible charges thereafter for that individual for the remainder of that calendar year

Maximum Out-of-Pocket Expense Per Calendar Year (including the Deductible):
Per Individual.....$1,000.00
Per Family.....$1,500.00

Non-Network (Non-PPO Network Providers)

Calendar Year Deductible:
Per Individual.....$650.00
Per Family.....$1,300.00

Then: all eligible charges will be paid at 60% until the maximum out-of-pocket amount has been satisfied.

With: 100% payment on eligible charges thereafter for that individual for the remainder of that calendar year

Maximum Out-of-Pocket Expense Per Calendar Year (including the Deductible):
Per Individual.....$2,000.00
Per Family.....$4,000.00

NOTE: All out-of-area PPO Network Provider referrals and emergencies are considered PPO Network Provider claims.

Deductible and Out-of-Pockets Cross Apply

Southeast Local Schools — Grandfathered Employee Benefit Plan Covered Services Subject to Deductible unless otherwise stated:	Percentage Payable Network	 Non-Network
Maximum Daily Room Charge (in Hospital)	80%	60%
Private Room Rate (The Hospital's average semi-private room rate)	80%	60%
Special Care Unit (ICU & CCU)	80%	60%
Inpatient Miscellaneous Charges	80%	60%
Inpatient Physicians Visits	80%	60%
Preadmission Testing (Deductible does not apply in-Network)	100%	60%
Diagnostic X-ray and Lab	80%	60%
Consultation Expenses	80%	60%
Surgical Expense Benefits	80%	60%
Second Surgical Opinion (Deductible does not apply in-Network)	100%	60%
Outpatient Surgery	80%	60%
Durable Medical Equipment **(includes Breast Pump)**	80%	60%
Anesthesia	80%	60%
Maternity Benefits	80%	60%
Ambulance Services	80%	60%
Emergency Accident Treatment (Deductible does not apply) (Care received within 90 days as long as initial treatment is received within 72 hours of accident) Deductible waived with Hospital admission	100% to 300.00 then Deductible and 80%	100% to 300.00 then Deductible and 60%
Emergency Illness Treatment	80%	60%
Urgent Care	80%	60%
Primary Care Physician Office Visits (including OB/GYN)		
First 3 visits per PCP per Calendar Year per individual (Deductible does not apply in-Network)	100%	60%
For any additional Calendar Year visits (Deductible does not apply in-Network)	$10.00 Copay then 80%	60%
Specialist Office Visit		
First 3 visits per Specialist per Calendar Year per individual (Deductible does not apply in-Network)	100%	60%
For any additional Calendar Year visits (Deductible does not apply in-Network)	$20.00 Copay then 80%	60%

Dental Benefits

Note: Dental Benefits are stand-alone, HIPPA-excepted benefits.

All benefits will be based upon Dental Allowed Amount

Calendar Year Maximum (per individual, Class I, II and III) $2,000.00

Orthodontic Lifetime Maximum (per individual) ..... $1,500.00 per participant
(Dependent children up to age 19)

Calendar Year Deductible (Class II, III, and IV):
- Per individual $25.00
- Per family $50.00

Percentages Payable:
- I. Preventive Services ..... 100%, not subject to Deductible
- II. Basic Services ..... 80%, subject to Deductible
- III. Major Services (including implants) ..... 80%, subject to Deductible
- IV. Orthodontic Services ..... 60%, subject to Deductible (Including "Invisalign")

Sealants for Children under Age 14:
- Pre-molars 100%

VISION CONVERAGE SCHEDULE OF BENEFITS

Note: Vision Benefits are stand alone, HIPPA-excepted benefits

All benefits will be based upon Vision Allowed Amount

Vision Examination (Limited to 1 exam every 12 months) ..... 100% up to $100.00 per year

Spectacle Lenses (limited to 2 lenses every 12 months)
- Single Visions Lenses ..... 100% up to $100.00
- Bifocal Lenses ..... 100% up to $115.00
- Trifocal Lenses ..... 100% up to $130.00
- Lenticular Lenses ..... 100% up to $215.00

Frames (Limited to 1 each 12 months) ..... 100% up to $125.00

Contact Lenses (Limited to 1 set each 12 months):
- Elective ..... 100% up to $125.00 for all services
- Necessary ..... 100% to $325.00

IMPORTANT: The maximum amount for a single lens is 50% of the maximum amount payable for a pair of lenses.

A patient can get 1 pair of glasses and contacts within the same 12 month period.

Laser Eye Surgery is covered un the Medical Plan, payable as shown in the Schedule of Benefits.

APPENDIX O

NON-ATHLETIC SUPPLEMENTAL EVALUATION FORM
Southeast Local School District

Employee: _____Position:_____

Date___/___/___

Signature:_____

Number of years in this assignment:_____ Number of years in the District:_____

The pre-conference for this evaluation will take place before your assignment begins. Items that apply or do not apply to your assignment will be determined during this pre-conference.

Key for evaluation columns:
M means meets or exceeds expectations.
DN means does not meet expectations.
NA means does not apply to the responsibilities of this supplemental assignment.

EXPECTATIONS:

M	DN		NA
		1. Cooperates with the administration in regard to submitting yearly reports, budgets, and information relative to the supplemental.	
		2. Promotes, recognizes and encourages participation in this supplemental (ie: announcements, school website, media).	
		3. Understands and follows rules and regulations set forth by all governing agencies: Board of Education and any competition sponsors.	
		4. Provides proper supervision and administration of meetings, club events and/or event locations.	
		5. Is prompt in meeting with organization participants for practices, meetings and/or events.	
		6. Is accountable for the care of equipment/supplies (including issue, inventory, and storage).	
		7. Requests building use and transportation use in a timely fashion.	
		8. Carries out the overall intention of the supplemental.	

Note: An evaluation will be conducted by June 1 for non-athletic supplemental contracts.

____To be recommended for continued assignment

____ To be recommended for conditional reassignment of the supplemental position providing attached stipulations as listed are met

____To be recommended for not continuing the supplemental assignment

The signature below only reflects that this document has been received and should not be construed as agreement.

_____ _____

Evaluator's Signature (Athletic Director, Principal, Asst. Principal) Date

_____ _____

Signature of Supplemental Holder Date

APPENDIX P

COACH EVALUATION FORM
Southeast Local Schools

COACH_____ SCHOOL_____
DATE_____
ASSIGNMENT _____SEASON_____

Number of years Coaching in this Assignment_____
Number of years Coaching in this District_____

This evaluation form is intended to comply with the philosophy, purposes, goals, objectives and procedures of Southeast Local Schools for the evaluation of supplemental contract recipients. Each item should be completed and an explanation of suggestions for improvement should be included in any section which does not meet expectations.

Code: M - Meets or Exceeds Expectations
DN - Does Not Meet Expectations
NA - Not Applicable

PROFESSIONAL AND PERSONAL RELATIONSHIPS:

M DN NA

___ ___ ___ 1. Cooperates with the athletic director in regard to submitting participant lists, parent permission and physical slips, year-end reports, budget, and program information relative to the sport.

___ ___ ___ 2. Is appropriately dressed at the practices and games.

___ ___ ___ 3. Participates in a reasonable number of professional and inservice meetings.

___ ___ ___ 4. Develops sound public relations: cooperative with newspaper, radio, TV.

___ ___ ___ 5. Understands and follows rules and regulations set forth by all governing agencies: OHSAA, Board of Education, and the league/conference.

___ ___ ___ 6. Participates in banquets, award nights, pep assemblies.

___ ___ ___ 7. Communicates with colleges to aid and assist players.

___ ___ ___ 8. Maintains proper sideline conduct at games toward players, officials, other workers, and spectators.

___ ___ ___ 9. Develops good rapport with other teachers, coaches, and administrators.

___ ___ ___ 10. Works cooperatively with assistant coaches in developing a multifaceted program.

___ ___ ___ 11. Promotes all sports in our program as well as his/her own in attempting to foster school spirit.

___ ___ ___ 12. Uses tact and diplomacy in dealing with parents and spectators.

___ ___ ___ 13. Develops and maintains a cooperative relationship with the booster club.

___ ___ ___ 14. Appropriately subordinates coaching duties to teaching responsibilities.

COACHING PERFORMANCE:

M DN NA

___ ___ ___ 1. Develops respect by example in appearance, manners, behavior, language and interest.

___ ___ ___ 2. Provides proper supervision and administration of locker room, training room and practice area.

___ ___ ___ 3. Is well versed and knowledgeable in matters pertaining to the sport.

___ ___ ___ 4. Has team discipline and control.

___ ___ ___ 5. Develops a well-organized practice schedule which utilizes his/her staff.

___ ___ ___ 6. Provides for individual as well as group instruction.

___ ___ ___ 7. Assists members of his/her coaching staff to develop better coaching techniques and/or skills.

___ ___ ___ 8. Develops integrity within the coaching staffs and among fellow coaches.

___ ___ ___ 9. Is fair, understanding, tolerant, sympathetic, and patient with team members.

___ ___ ___ 10. Is prompt in meeting team for practices and games.

___ ___ ___ 11. Shows an interest in athletes in off-season activities and classroom efforts.

___ ___ ___ 12. Provides leadership and attitudes that produce positive efforts by participants.

___ ___ ___ 13. Knows the medical aspects of his position including first aid, injury policies, working with trainer, and/or family physician.

___ ___ ___ 14. Delegates authority with responsibility while remaining accountable for such delegations.

___ ___ ___ 15. Uses ethical means of motivation and emphasizes values of competitive athletics, acceptable personal behavior and decision making.

RELATED COACHING RESPONSIBILITIES:

M DN NA

___ ___ ___ 1. Is concerned about the care of equipment, including issue, inventory and storage.

___ ___ ___ 2. Is cooperative in sharing facilities.

___ ___ ___ 3. Shows self-control and poise in all areas related to coaching responsibilities.

___ ___ ___ 4. Keeps athletic director informed about unusual events.

___ ___ ___ 5. Is cooperative in helping the booster club and other organizations in their projects which in turn relate to your athletic program.

___ ___ ___ 6. Encourages all potential athletes to participate in his/her sport provided they aren't in another sport at the same time during that particular season.

STRENGTHS:_____

_____

_____

_____

_____

_____

_____

NEEDED IMPROVEMENT:_____

_____

_____

_____

_____

_____

_____

GENERAL EVALUATION OF THE COACH'S PERFORMANCE IN THIS ASSIGNMENT:

_____ Needs Improvement _____ Meets Expectations

EVALUATOR COMMENTS:_____

_____

_____

_____

_____

_____

_____

RECOMMENDATIONS:_____

_____

_____

_____

_____

_____

COACH COMMENTS/REBUTTAL:_____

_____

_____

_____

_____

_____

Note: An evaluation will be conducted within two weeks of the end of the season/obligation.

____To be recommended for continued assignment

____ To be recommended for conditional reassignment of the supplemental position providing attached stipulations as listed are met

____To be recommended for not continuing the supplemental assignment

Signature indicates knowledge of evaluation and not necessarily concurrence.

_____ _____

Evaluator's Signature (Athletic Director, Principal, Asst. Principal) Date

_____ _____

Signature of Coach Date

APPENDIX Q

SOUTHEAST LOCAL SCHOOL DISTRICT
SALARY SCHEDULE ADVANCEMENT NOTIFICATION

Name: _____ Date:_____
(Please Print)

I am hereby requesting advancement on the salary effective the _____ school year to:

___ 150 hour ___Masters ___Masters +20

I understand in order to be eligible for the advance this notification must be on file with the Superintendent's office by June 15. I must also submit an original copy of my final transcripts to the Superintendent's office by September 30. (As per Article 23 J)

___ I am attaching an original copy of my final transcripts.

___ I do not have my final transcripts at this time. I will deliver original copies of my final transcripts by September 30.

_____
Signature

***Note: It is the employee's responsibility to confirm that required transcripts have been received by the Superintendent's office prior to the deadline.**