1893-01
25-MED-01-0094
46449

Wed, 01/14/2026 03:17:21 PM SERB

WESTFALL

Negotiated Agreement between the Westfall Education Association and the Westfall Board of Education July 01, 2025 - June 30, 2028

Table of Contents

Page

ARTICLE I RECOGNITION 7
A. Recognition 7
B. Definitions 7
C. Member Dues 7
D. Joint Vocational Teachers 8
ARTICLE II RIGHTS 8
A. Management Rights 8
B. Association Rights 8
C. Individual Rights 11
D. Professionalism 12
ARTICLE III NEGOTIATIONS PROCEDURE 12
A. Purpose 12
B. Directing Requests 13
C. Negotiating Meetings 13
D. Representation 13
E. Procedure During Negotiations 13
F. Agreement 14
G. Impasse 14
H. Copies of Final Agreement 14
I. In-Term Bargaining 14
ARTICLE IV GRIEVANCE PROCEDURE 15
A. Definitions 15
B. Rights of the Grievant and the Association 15
C. Time Limits 15
D. Informal Procedure 16
E. Formal Procedure 16
F. Withdraw 17
ARTICLE V LEAVES OF ABSENCE 17
A. Sick Leave 17
B. Family Medical Leave Act 18

C. Non-Use Incentive Leave 19
D. Personal Leave 19
E. Assault Leave 19
F. Parental Leave 20
G. Paid Parental Leave 21
H. Professional Leave 21
I. Bereavement Leave 22
J. Court Leave 22
ARTICLE VI JOB SECURITY 22
A. Non-Renewals 22
B. Sequence of Contracts 23
C. Reduction in Force 24
D. Transfers 27
E. Acknowledgement of Section 3302.19 of the ORC 27
ARTICLE VII TERMS & CONDITIONS 27
A. Personnel Files 27
B. School Year and Calendar 28
C. School Day 31
D. Posting and Vacancies 31
E. Parental Complaint Procedure 32
F. Student Teacher Assignments 32
G. Faculty Passes 32
H. Resident Educator/Mentor Program 32
I. Work Environment 33
J. Payroll Deductions 33
K. Release Time 33
L. Planning Time 33
M. Parent-Teacher Conferences 34
N. Duties 34
O. Mileage Reimbursement 34
P. Class Load 35

Q. Job Sharing 35
R. Hybrid teaching 36
S. Professional Dress 36

ARTICLE VIII COMPENSATION 36
A. Salary 36
B. Insurance Fiscal Reports 36
C. Insurance 37
D. Severance Pay 38
E. Extended Time 38
F. Supplemental Salaries 38
G. Payroll Procedures 38
H. STRS Pick-Up 39
I. Personal Growth 39
J. Substituting 40
K. Health Insurance Opt-Out 40
L. 125 Plan 41
M. Tutor Rates 41
N. Evaluation Committees 41
O. Materials 42

ARTICLE IX EVALUATIONS 42
A. Observation/Evaluation 42
B. Definitions 42
C. Purpose 43
D. Application 43
E. Evaluators 43
F. Evaluation Committee 44
G. OTES Committee 44
H. Committee Composition 44
I. Committee Operation 45
J. Secretarial Support 45
K. Committee Authority 45

L. Orientation 46
M. Training 46
N. Teachers 47
O. Joint Evaluation Instrument Training 47
P. Schedule for Evaluation 47
Q. Criteria for Performance Assessment 47
R. Schedule for Observations 48
S. Observation Conference 48
T. Walkthroughs 49
U. Remediation of Deficiencies 49
V. Finalization of Evaluation 50
W. Professional Growth and Improvement Plans 51
ARTICLE X RE-EMPLOYMENT OF RETIRED TEACHERS 54
A. Procedure 54
ARTICLE XI EFFECTS OF CONTRACT 54
A. Effects of Contracts 54
B. Publication of Negotiated Contract 54
C. Severability 55
D. Duration 55

APPENDIX A Supplemental Assignments
APPENDIX B Supplemental Compensation Index
APPENDIX C Supplemental Salary Schedules
APPENDIX D Salary Schedule Index
APPENDIX E 2025-2028 Salary Schedule
APPENDIX F Westfall Local School Employee Leave
APPENDIX G Parental Leave
APPENDIX H Grievance Report
APPENDIX I Checklist-Westfall Teacher Evaluation System
APPENDIX J Self-Assessment Summary Tool
APPENDIX K Informal Observation
APPENDIX L Teacher Performance Evaluation Rubric

APPENDIX M Professional Growth Plan

APPENDIX N Improvement Plan

APPENDIX O Student Learning Objective (SLO) Template

APPENDIX P WTES Final Summative Rating for Teacher Effectiveness

APPENDIX Q Discussion Forum

APPENDIX R Sick Leave Pool Donation

APPENDIX S Mileage Reimbursement

APPENDIX T Substitute Pay for Regular Staff

APPENDIX U Local Professional Development Committee

APPENDIX V Code of Conduct

ARTICLE I
RECOGNITION

A. Recognition

1. The Westfall Local Board of Education hereinafter referred to as the Board recognizes the Westfall Education Association OEA/NEA hereinafter referred to as the Association, as the exclusive and sole bargaining agent for all classroom teachers, counselors and special teachers.
2. Substitutes
    a. Substitutes working in the absence of district employees, in the Westfall Local School District on a continuous basis in the same position for a period of sixty (60) or more days and those working on a continuous basis or a combination of days thereof for one hundred twenty (120) days or more may be members of the bargaining unit but shall be specifically excluded from the application of the contract renewal provisions of this Agreement and/or Sections 3319.11 and 3319.111 ORC.
    b. Substitute teachers thus working shall have no right to employment or reemployment in any subsequent year unless offered a regular contract of employment by the Board.
    c. Inclusion in the bargaining unit shall remain until the return to duty of the teacher, whose position the substitute was working to fill or the end of the current year, whichever shall come first.
3. Excluded from the bargaining unit shall be casual and day-to-day substitute teachers, non-certified employees, superintendent, principals, assistant principals, dean of students and all administrative and supervisory staff defined in Section 4117.01(F) ORC.

B. Definitions

1. Bargaining unit members shall mean any member of the bargaining unit, as defined in A(1) above.
2. Association shall mean the Westfall Education Association.
3. Administration shall mean the Superintendent, Treasurer, Directors, Principals, Assistant Principals, Dean of Students, all Westfall administrative and supervisory staff.
4. Board of Education and Board shall mean the Westfall Local Board of Education.
5. Days shall mean instructional days except legal holidays and the months of June and July, unless specified differently. This definition of days shall apply throughout this Agreement.

C. Member Dues

1. In accordance with the provisions of Section 4117.09(C) of the Ohio Revised Code, the Board shall deduct dues from the pay of new members of the bargaining unit from those who elect to become members of the Westfall

Education Association (except those who have been previously grandfathered from this deduction) and prorated dues from those who join the Association during the current school year.

2. Notice of the amount of the annual fees shall be transmitted by the Association to the Treasurer of the Board by **September 30th** of each year during the term of this Agreement for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Ohio Education Association.
3. The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the membership dues with respect to the former member, and the amount of the dues yet to be deducted shall be the annual dues less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination date of membership.
4. The Board further agrees to accompany each transmittal with a list of the names of the bargaining unit members for whom all such deductions were made, the period covered, and the amounts deducted.
5. The Association shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Board for the purpose of complying with this procedure.
6. The Association shall extend to the Board the right to designate its own counsel to assist in the defense in addition to allowing the Board the rights to waive indemnification by the Association at any time and provide its own defense.

D. Joint Vocational Teachers

1. The Association and the Board agree that state-approved Westfall vocational programs may be subcontracted to the Pickaway-Ross County Joint Vocational School.

ARTICLE II
RIGHTS

A. Management Rights

The Association recognizes the Board as the locally elected body charged by the Ohio Revised Code with the establishment of policies for public education in the Westfall Local School District and as the employer of all certificated personnel of the school system. The Board shall have all rights as provided under the laws of the State of Ohio and the United States.

B. Association Rights

The Association shall have the exclusive organizational rights listed in this Article.

1. Information Concerning Board Meetings
    a. Prior to each regular or special Board meeting, the Board shall provide the

Association with a copy of (1) the Board agenda which shall be emailed to each building representative at the same time the agenda is mailed to Board members (2) the approved minutes of the prior regular or any special meeting; (3) any final budget or appropriation resolution; and (4) a complete Treasurer's Report.

b. The Board shall give the Association a minimum of 24 hours advance notice of all regular and special Board meetings.
c. The Board shall allow upon the submission of a written request from the Association President to the Superintendent, up to ten (10) minutes, in addition to public participation to speak during the time reserved for public discussion, to speak during the time reserved for public discussion at regular Board meetings.
d. The Association shall be provided a copy of current Board policies. Any change or addition to these policies shall be given to the Association President. An updated copy shall also be posted on the district website.
e. The Board shall provide the Association with two (2) copies of the monthly reports provided by the Fiscal Agent. Such reports shall include all contributions to and disbursement from the Consortium Fund during the preceding calendar month.

2. Directory Information
   By **October 1** of each school year, the Board shall provide the Association with a list of the names, addresses, and building assignments for all bargaining unit employees.

   When possible, a list of retiring members shall be available to the Association President by **July 1**. A list of newly employed teachers shall be available to the Association President by **August 1**.

3. School Mail

   The Association may make use of the regular school mailboxes and e-mail system, provided that said use does not interfere with the Board's operational needs for the mailboxes or e-mail system.

4. Use of Bulletin Boards

   The Association may use bulletin boards in school offices and teachers' lounges for Association-related communication and notices provided that said use does not interfere with the Board's operational needs for the same.

5. General Teachers Meetings

   The Board shall allow the Association to address teachers up to ten (10) minutes

during the general teacher's meeting at the beginning of the school year.

6. Use of School Building
    a. The Association shall have the right to use the school building for Association meetings before or after the teacher workday.
    b. The Association will give the building principal at least 24 hours advance notice of their desire to use a particular building for a meeting so that provisions may be made for appropriate custodial security service.
    c. The Board will charge the Association only custodial overtime costs, if any, incurred as a result of Association meetings.

7. Use of School Equipment

    The Association may use school equipment including, but not limited to: telephones, school copiers, audio-visual equipment, fax machines and computers provided they are not being used or are not required for any school business or activity. When the Administration requires personal access codes for members using copying equipment, then everyone using copying equipment shall be required to use a personal access code. When the usage list is generated by the Administration, the Association shall also be provided access to the same usage list that shows all individual's names and the number of copies they made.

8. Transaction of Association Business

    Duly authorized representatives of the Association and its affiliates may transact Association business on school property at any time before or after the regular school day; or during the teacher's lunch and/or conference period; provided, however, that no such business shall be transacted on any class time, nor shall such Association business interfere with scheduled student-teacher, parent-teachers, or administrator-teacher conferences or other school functions or activities. Such transaction of Association business during a conference period shall in no way interfere with a teacher's need to prepare for classes. All visitors, including Association representatives must report to the building office during teaching hours before transacting such business and sign in.

9. Released Time for the Association

    Duly elected or designated representatives of the Westfall Education Association will be released from duty without loss of pay to attend official meetings of the National Education Association, Ohio Education Association, and Central Ohio Teachers Association. Such released days shall be limited to a cumulative total of four (4).

10. Discussion Forum
    a. A discussion forum shall be established with five (5) members appointed by the Board and five (5) members appointed by the Association. The purpose of such a forum shall be to constructively exchange ideas and information and to address concerns that have been presented to the Administration but have not been resolved at either the building or district level (Appendix Q). Co-chairpersons shall be elected by each group of appointees. Co-Chairpersons shall email members two weeks before each meeting to request any pending ideas that need to be discussed among the forum members.
    b. All items, which may be subsequently forwarded to the Discussion Forum, shall first be submitted to the appropriate administrator on the approved form for his/her possible disposition. Items on the Agenda for discussion shall be given to the Co-Chairpersons or their designee at least seven (7) days prior to a Discussion Forum meeting. Each item shall be written on the Discussion Forum form (Appendix Q).
    c. The Discussion Forum shall meet the months of September, October, December, February, and May. The September meeting shall be a planning meeting, i.e., purpose, setting meeting dates and selection of co-chairpersons. The Discussion Forum shall meet and discuss the best practices for the district. One additional meeting shall be set if requested by the Board or Association. Uniform notes shall be taken and distributed to all members and buildings.

11. Hiring process

    When hiring members of the association, The Board and its agents will include Association members during the hiring process of new employees for positions in the bargaining unit or hiring committees.

C. Individual Rights
    a. Neither the Board nor the Association shall unlawfully discriminate against bargaining unit personnel, including the application of this Agreement on any basis prohibited by applicable law.
    b. Nothing in this document shall prohibit any member of the bargaining unit from communicating his/her views to the Superintendent or the Board.
    c. Both the District and the Association desire a workplace that is free from all forms of illegal discrimination. Accordingly, both parties agree to support and work together to enforce the District's non-discrimination policy and eliminate illegal discrimination from the workplace.

    Non-Discrimination. In accordance with applicable federal and state law, neither party will discriminate against any employee based on age, sex, marital status, race, color, disability, religion, national origin, sexual orientation, political affiliation, union activity, or membership or non-membership in the

union. It is recognized, however, that in determining whether such discrimination has occurred, and/or in determining the type of accommodation, if any, which might be required in order to satisfy the applicable statutory obligation, the provisions of this Agreement are relevant considerations. Employees are encouraged to resolve informally any disagreement concerning any interpretation and application, as it relates to alleged discrimination by the District through discussions with Association representatives

D. Professionalism

All staff are professionals (Appendix V). Staff will speak respectfully, exercise professional code of conduct and ethics, as well as model professionalism at all school functions.

1. When a disciplinary procedure occurs, administration shall ensure that members reach a required standard-both in conduct and competence- while carrying out their assigned duties. Discipline is intended to be corrective.
2. Before a disciplinary procedure is invoked, the employee will be given the opportunity to discuss the occurrence with the immediate supervisor within five (5) calendar days about their professionalism. Any individuals affected by the occurrence shall be requested to submit a written report of their observation of the event.
3. An informal discussion between the member shall be carried out by the member's supervisor to ensure the member is informed of expectations. The member has the right to have representation. The member shall be
   a. Informed of the specific improvement that is needed (timekeeping, attendance, conduct, work standards)
   b. Given the opportunity to offer a valid explanation to the specific occurrence
   c. Able to create documentation with the supervisor within 30 days
   d. Jointly create an action plan to bring about the required improvement and
   e. Given a copy of documentation, signed by both supervisor and member.

ARTICLE III
NEGOTIATIONS PROCEDURE

A. Purpose

1. The purpose of negotiations is to reach agreement on issues submitted for negotiations by the parties.
2. The scope of negotiations shall be limited to wages, hours, terms and other conditions of employment, and the continuation, modification and deletion of a provision of this Master Agreement.
3. Negotiations for a successor agreement shall be in accordance with Ohio Revised Code, Chapter 4117, except as otherwise noted herein.

B. Directing Requests

1. A notice to negotiate may be submitted by the Board to the Association President or by the Association President to the Board President anytime after **Jan 1** and before **March 31** of the year the contract is set to expire. The initiating party shall send a copy of the notice to negotiate to SERB.
2. Within ten (10) calendar days after the notice to negotiate is received, the representatives of the Association and the Board will reach an agreement as to the time, location, and date of the meeting which shall be held within fifteen (15) days of the request, unless otherwise mutually agreed to by the parties.
3. At the initial session, the parties shall exchange their detailed written proposals. No new items shall be submitted thereafter except upon mutual agreement of the teams.

C. Negotiating Meetings

1. Meetings shall be closed to the public unless mutually agreed to.
2. All meetings shall be scheduled with no interruption of or resulting interference with school hours unless previously agreed to by both the Board and Association. If it becomes necessary to conduct negotiations during school hours, release time of up to four (4) days per negotiation representative shall be provided.
3. If negotiations begin after 6:00 p.m., negotiation representatives may choose to have release time the following day. The Association shall pay all costs of substitute teachers associated with any release time provided for in this paragraph.

D. Representation

1. The negotiation teams of the Board and the Association shall not have more than five (5) members plus one (1) observer, a majority of whom shall be employees or officials of the district. The observer shall not participate in discussions during negotiations.
2. Each party has the right to choose their representatives either from within or outside the school district and each party shall clothe their representatives with the power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

E. Procedure During Negotiations

1. Caucus
   The chairman of either group may recess his group for independent caucus at any time for a period of thirty (30) minutes or as otherwise mutually agreed.
2. Protocol
   No action to coerce or censor or penalize any negotiating participant shall be made or implied many member as a result of participation in the negotiation process.
3. Item Agreement
   As negotiated items receive tentative agreement, they shall be reduced to

writing and initiated by each party's chief negotiator.

4. Schedule of Meetings
   Before each negotiation session officially adjourns, the agenda, time, and place for the next session shall be mutually agreed upon by the chief negotiators.
5. Final Agreement
   No agreement shall be considered final until after ratification and approval by the Association membership and the Board of Education.
6. Press Releases
   Prior to impasse, no press releases shall be issued without mutual agreement of the parties.

F. Agreement

When agreement is reached on those matters being negotiated, the outcome shall be reduced to writing and submitted first to the Association and then to the Board for formal approval. Following the conclusion of negotiations, the Association and then to the Board for formal approval. Following the conclusion of negotiations, the Association shall have ten (10) days to take a ratification vote. Following the Association's ratification vote, the Board shall have ten (10) days to take its ratification vote.

G. Impasse

1. In the event negotiations are not completed within sixty (60) days following the initial exchange of proposals, either party may request mediation conducted by the Federal Mediation and Conciliation Service (FMCS). Upon such request by either party, the parties shall submit a joint written request to the FMCS to provide a mediator to facilitate bargaining. Mediation shall begin as soon as the mediator is available and shall continue until the expiration of the collective bargaining agreement, and, if the parties mutually agree, may continue thereafter. The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.
2. In the event there are costs/expenses, which may be incurred in securing and utilizing a mediator, such costs will be shared equally by the Board and the Association.

H. Copies of Final Agreement

There shall be three (3) signed copies of the final agreement. One copy shall be retained by the Board, one by the Association, and one shall be submitted to SERB within ten (10) days following the Association's ratification and the Board's ratification. The Association shall then distribute a copy of the final agreement to each member.

I. In-Term Bargaining

In the event in-term bargaining is agreed to, or if it is not agreed to but ordered by SERB and/or court of competent jurisdiction, after all appeals or times for appeal have been exhausted, said negotiations shall be governed in accordance with the provisions of this Article.

ARTICLE IV
GRIEVANCE PROCEDURE

A. Definitions
   1. "Board of Education" and "Board" shall mean the Westfall Local Board of Education.
   2. "Grievance" shall mean a complaint involving the alleged violation, misrepresentation or misapplication of the written provisions of the negotiated agreement between the Association and Board of Education (Appendix H).
   3. "Grievant" shall mean a teacher(s) of the Association initiating a claim.
   4. "Immediate Supervisor" shall mean that administrator having immediate supervisory responsibility over the grievant.
   5. "Teacher" shall mean a member of the bargaining unit.
   6. "Days" shall mean calendar days

B. Rights of the Grievant and the Association
   1. A grievant shall be accompanied at all times and at all steps of the grievance procedure by a representative of the Association.
   2. The purpose of these procedures is to secure, with the administrator having authority to resolve the grievance, equitable solutions to grievances.
   3. All parties agree that the grievances will be kept as confidential as is appropriate and processed as expeditiously as possible.

C. Time Limits
   1. In order that grievances may be processed as rapidly as possible, the number of days indicated at each level is maximum. Every effort will be made to expedite the procedures; however, the time limits may be extended in writing by mutual agreement of both parties. During Winter, Spring, or Summer breaks, absence of a grievant or applicable administrator will automatically provide a five (5) day extension.
   2. If the grievant does not file a grievance in writing within twenty (20) days, which may be extended to forty (40) days if the twenty (20) day period would end when school is not in session, of the occurrence of the act or condition on which the grievance is based, or the time from which the act or occurrence could reasonably be known, then the grievance shall be considered waived.
   3. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.
   4. All notices of hearings, dispositions of grievances, written grievances and appeals shall be in writing and hand delivered or mailed by certified mail, return receipt requested. The bargaining agent shall receive copies of all notices.
   5. Hearings held under this item 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.

D. Informal Procedure

A grievance shall first be presented to the Principal or immediate supervisor in an attempt to resolve the problem.

E. Formal Procedure

1. Step One: If the grievance is not resolved by the informal procedure, or if the grievant elects not to use the informal procedure, it may be pursued further by submitting a completed Grievance Report Form. A copy of this form shall be submitted by the grievant to the *immediate supervisor*. Within five (5) days of receipt of the Grievance Report Form, the immediate supervisor shall meet with the grievant. The immediate supervisor shall write a disposition of the grievance within three (3) days after such meeting by completing Step I of the Grievance Report Form and returning a copy to the grievant, Association and the Superintendent.
2. Step Two: If the grievant is not satisfied with the disposition of the grievance in Step I, the grievant shall complete the Grievance Report Form, Step II, and submit the same to the *Superintendent* within ten (10) days of the receipt of its disposition at Step I. Within ten (10) days of receipt of the grievance form, the Superintendent shall write his/her disposition of the grievance by completing his/her portion of Step II, forward a copy to the grievant, the Association and the immediate supervisor.
3. Step Three: If the grievant is not satisfied with the disposition of the grievance at Step II, the grievant (through the Association) may, within ten (10) days from the receipt of the Step II answer, request a hearing before the Board by completing Grievance Report Form, Step III and submitting it to the President of the Board. The hearing and answer to the grievance shall be done within thirty (30) days of the submission to this step.
4. Step Four: If the grievant is not satisfied with the disposition of the grievance at Step III, the grievant (through the Association) may, within ten (10) days from the receipt of the Step III answer, request a hearing before an *arbitrator* by completing Grievance Report Form, Step IV and submitting it to the Superintendent.

   Unless the parties select an arbitrator by mutual agreement, the request for arbitration shall be submitted to the American Arbitration Association (AAA) in writing with a copy forwarded to the Superintendent. If the parties mutually agree, they may also submit a request for arbitration to an arbitral body other than AAA, in which case this procedure shall apply to the selected arbitral body.

   The petition from AAA will provide both parties with a list of names from which an arbitrator will be selected by the Voluntary Rules of the AAA. Once the arbitrator has been selected, s/he shall conduct a hearing on the grievance in accordance with the rules and regulations of the AAA.

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 final and binding on the Board, the Association and the Grievant.
The Arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining contract or add to, detract from, or modify the language herein.

In the event a grievance is appealed to any arbitrator and the arbitrator determines that s/he has no authority or power on which to rule, it shall be referred back to the Association and the Board without decision or recommendation on its merits.

All expenses for the Arbitrator shall be shared equally by the Board and the Association.

F. Withdraw

A grievance may be withdrawn at any level without prejudice or record.

ARTICLE V
LEAVES OF ABSENCE

A. Sick Leave

1. The sick leave accumulated by an employee shall accumulate to 260 days. However, the maximum accumulation for Severance Pay/Retirement purposes shall be 240 days.
2. Sick leave will accumulate at the rate of one and one-fourth (1-1/4) days per month. Sick days may be used in increments of one-quarter (1/4) and one-half (1/2) days. Teacher(s) providing coverage shall be paid a total of one-quarter (1/4) of current county substitute daily rate.
3. A teacher may use sick leave for an absence due to personal illness, pregnancy, injury, exposure to contagious disease that could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family. Immediate family shall be defined as spouse, parent, children, grandchildren, stepchildren, brother, sister, corresponding in-laws, grandparents, and others living in the employee's household.
4. The teacher shall enter each absence into the District's attendance/absent management system as soon as possible and also contact the immediate supervisor. If requested by the administration, after three (3) consecutive sick leave days, the teacher shall also list the name of the attending physician, if medical attention was required, and the date(s) that s/he was consulted. This paragraph does not limit the Board's ability to request other information related to absences allowed by law.
5. When there is anticipation that an employee will use an excess of five (5) consecutive sick leave days, the employee shall inform the Superintendent/designee of the number of anticipated days to be used. If the

absence continues beyond ten (10) days for the reason of illness, the Board may request a verification statement from a physician. The employee shall give the Board three (3) days' notice prior to his/her return from sick leave. Members are not responsible for job description responsibilities during consecutive absences beyond ten (10) days of illness.

6. Sick Leave Pool – The sick leave pool open enrollment shall be from **October 1st** and remain open until **October 15th**.(Appendix R).
    a. At the time of the open enrollment, a staff member may allocate up to five (5) sick days to the sick leave pool by filling out the form (Appendix R).
    b. A staff member must voluntarily donate a minimum of one day to the sick leave pool, at least one (1) time during their employment in the District, in order to be eligible to use days from the pool.
    c. In the event a staff member exhausts his/her sick leave and any other available leave, the staff member may request sick leave days from the pool that have been voluntarily donated by staff members to the district sick leave pool.
    d. A staff member shall be permitted to use leave only in the event of serious or catastrophic illness and shall only be allowed thirty (30) days per school year. Requests for leave shall be submitted to the Superintendent or Treasurer.

The sick leave pool will not be available to employees outside the bargaining unit. In the event there is a question as to whether the illness is catastrophic, three Association representatives, the Superintendent and Treasurer shall meet to make a determination.

In no case shall this plan prevent or prolong a staff member's applying for and going on disability retirement. A request for donations shall be made only when use is anticipated.

7. Each teacher that is new to the teaching profession may request an advance of three (3) days of sick leave during the first month of their employment in the District if they do not have sick leave available to them when they begin employment at the District. These three (3) days shall constitute a part of the total days for which the teacher is eligible to earn during the contract year and shall be subsequently earned to avoid recoupment. Should a teacher leave employment before the advanced days are earned, the unearned amount will be withheld from the teacher's final paycheck.

B. Family Medical Leave Act

Members of the bargaining unit employed for "at least 12 months by the employer from whom leave is requested and employed for at least 1,250 hours of service with that employer during the previous 12-month period" shall be eligible for leave under FMLA (The Family Medical Leave Act).

C. Non-Use Incentive Leave

Members employed to teach the total number of days required in accordance with Article VII B.1 of this Agreement, and who use no more than two (2) days of both sick leave and personal leave combined, shall be eligible to receive an amount equal to two times his/her per diem salary rate exclusive of supplemental salary or convert one (1) remaining personal day to sick leave. Payment to employees shall be the **second pay in June**. Members shall notify the Treasurer in writing by **May 15th** if they wish to convert one (1) day of personal leave to sick leave.

D. Personal Leave

1. Whenever possible, personal leave requests shall be submitted to the District attendance/absent management system site for approval by the Superintendent/Designee at least three (3) days in advance of taking personal leave. A personal leave request may be denied if greater than 15% of the teachers in any building are absent due to personal leave for any one (1) day. Such a limit will be applied on a first-come, first-serve basis. Emergencies will be exempted from this restriction.
2. Personal leave days shall not be cumulative from one year to the next.
3. Personal leave may not be taken to earn additional compensation or seek other work.
4. Members of the bargaining unit shall be granted three (3) days of unrestricted personal leave, which does not require a specific reason for the request but has certain limitations as to when it may be taken) with the following limitations:
    a. Upon approval of a submitted leave form to the superintendent/designee prior to leave, unrestricted personal leave may be taken on scheduled in-service days, parent-teacher conference days, to extend a holiday break, the first week of school or the last ten (10) days of the school year.
5. One additional unrestricted day shall be given annually to members in acknowledgement of completed Public School Works coursework

E. Assault Leave

1. Any member of the bargaining unit who is unable to perform his/her contract duties due to physical injury directly resulting from an assault while s/he is in the course of Board employment, while on duty, either on school grounds during school hours or where requested/required to be in attendance at a school function, shall be eligible to receive assault leave.
2. Assault leave shall initially be granted for ten (10) working days. An extension shall be granted following the submission of a statement from a licensed physician stating the nature of the injury and the anticipated duration.
3. To be eligible for assault leave, the employee shall submit to the Treasurer a signed statement indicating the nature of the injury, the date of its occurrence, the identity

of the person(s) causing the assault, if known, and the facts surrounding the assault. Assault leave will not be deducted from sick leave.

4. Full payment for assault leave, less worker's compensation, shall not exceed the member's per diem rate of pay and will not be approved for payment unless and until the requirements above are met. The employee who is assaulted shall file an incident report.
5. If the leave, according to the physician's statement in #2 above, is to be long term, the employee shall apply for worker's compensation and/or STRS disability retirement.

F. Parental Leave

1. Any employee who is pregnant or expecting the birth of a child and who desires to return to the employ of the Board subsequent to his/her pregnancy shall at his/her request and at his/her option on the conditions set forth below be granted a maternity leave of absence, without pay.
2. The employee shall notify the Superintendent of the pregnancy on the form (Appendix G). S/he shall also indicate the approximate beginning and ending dates of the requested maternity leave. The notification shall state the approximate date of the delivery.
3. The leave of absence shall be for a period of leave or the balance of the school year in which delivery occurs unless such leave is earlier terminated by a physician as hereinafter provided. If the employee elects to remain only on leave for the period, the employee shall be reinstated to the position vacated. By the conclusion of the sixth (6th) week of leave, the employee shall indicate whether s/he intends to return to work by the conclusion of the condition or remain out of work the duration of the school year. If the employee remains on leave beyond the requested period for child-rearing purposes, reinstatement shall be to the first available opening in the teacher's area of certification. Upon request of the employee, leave may be extended for one (1) additional school year.
4. Individuals on leave shall notify the Superintendent, by letter, of plans for the upcoming school year by **March 1** preceding that school year. If notification is not received on time, it will be assumed that the individual on leave does not wish to return to employment with the Board. If notification is received on time, the employee shall be placed in a position as of the beginning of the next school year or earlier by mutual agreement.
5. Upon the return from leave, the employee shall assume the same position on the salary schedule unless the employee has completed one hundred and twenty (120) days or more during the year in which leave was granted.
6. Parental leave runs concurrent with paid parental leave and FMLA leave.

G. Paid Parental Leave

1. If an employee has available sick leave, after the birth of an employee's child, the birth parent may use available sick leave during the first six (6) calendar weeks following a vaginal birth and the first eight (8) calendar weeks following a cesarean birth. The birth parent may use an additional two (2) consecutive weeks of available sick leave any time following birth for the first twelve (12) months and the non-birth parent may use two (2) consecutive weeks of available sick leave any time following birth for the first twelve (12) months. This shall run concurrent with the six (6) weeks of unpaid leave set forth in Section F (Parental Leave) and shall run concurrent with FMLA leave.
2. Upon adoption of a child, as verified in writing by the court order facilitating the adoption, a staff member may use available sick leave during the first two (2) calendar weeks following finalization of the adoption. This shall run concurrent with the six (6) weeks of unpaid leave set forth in Section F (Parental Leave) and shall run concurrent with FMLA leave.

H. Professional Leave

1. The Board shall provide the opportunity for staff members to develop and improve their skills beyond that which may be attained through their assigned duties. A maximum of three (3) days of Professional Leave may be granted to each teacher during the school year. One (1) day of Professional Leave may be granted to coaches for a clinic in their sport.
    a. In addition, at the request of the Administration, a maximum of three (3) additional days of professional leave may be granted to a teacher.
    b. During the first semester, no more than 75% of the District's professional leave budget shall be allocated for professional leave.
    c. In the event a professional leave is after the first semester but is approved before the end of the first semester, for allocation purposes, it would be counted as part of the first semester allocation (assuming that it did not exceed the 75% allocation). The remaining 25% is to be allocated after the first semester.
2. The teacher shall use Professional Leave to attend conferences, workshops, seminars and other such programs that will be of benefit to the teacher in the performance of his/her duties.
3. Request for Professional Leave shall be submitted on a completed Requisition form to the building principal and then to the Superintendent for approval or disapproval. This request for leave shall be submitted at least two (2) weeks in advance unless there are outstanding circumstances which should be discussed with the building principal.
4. Approved Professional Leave days shall be without loss of pay.
5. Requests for conventions outside the State of Ohio, and/or requests requiring more than two (2) days absence from school shall be submitted to the Superintendent at least fifteen (15) days prior to the time requested. The Superintendent may present the request to the Board for final approval.
6. The teacher on approved Professional Leave shall be reimbursed for 100% of the

registration fees. Approved leave for coaching clinics shall be exempt from this provision provided there are clinic funds in the athletic budget.

I. Bereavement Leave

Members of the bargaining unit shall be granted up to five (5) days of bereavement leave due to the death of an immediate family member; defined as spouse, parents, children, stepchildren, brother, sister, grandparent, grandchild, aunt, uncle, niece, nephew, cousin, corresponding in-laws, and others living in the employee's household. However, members of the bargaining unit will not be charged or penalized for using their five (5) days of bereavement leave due to the death of spouse, parents, children, stepchildren, brother, and/or sister. Bereavement leave is not consecutive if more than one family member passes at the same time, sick leave may be used in an unfortunate need for consecutive deaths.

J. Court Leave

Members of the bargaining unit shall be granted court leave, without loss of pay, when summoned from the court system in matters for which the member is not a party, limited to one day per summons.

ARTICLE VI
JOB SECURITY

A. Non-Renewals

1. The provisions of this article shall not apply to supplemental contracts.
2. During the employee's first year of employment, the employee shall have the right to a meeting with the Superintendent during which the Superintendent will discuss his/her decision for non-renewal.
3. During the employee's second year of employment with the district the employee shall be provided written reasons for non-renewal from the Superintendent/designee. Said reasons shall be based on the administrator's overall documented evaluation of the job performance. Said notice shall be given prior to Board action.
4. During the employee's third year of employment, a teacher recommended for non-renewal shall be given an opportunity to be heard by the Board prior to Board action. The employee shall furthermore retain the rights set forth in Sections 2 and 3 above. The employee has the right to representation.
5. After an employee has been employed by the district for five (5) or more years, said employee shall have the notice and hearing rights set forth in Sections II and Sections III, and if a member is not on an improvement plan, shall only be non-renewed after a probationary contract has been put into place for less than satisfactory performance.

B. Sequence of Contracts

1. Limited contracts issued after the effective date of this agreement to all bargaining unit members who do not qualify for a continuing contract shall have the following duration:

   First Contract: 1 year
   Second Contract: 1 year
   Third Contract: 1 year
   Fourth Contract: 2 year
   Fifth Contract: 2 year
   Sixth Contract: 3 year
   Seventh & thereafter: 3 year

2. Upon the recommendation of the Superintendent, the Board may issue a one (1) year probationary contract at the end of any contract sequence if:
   a. The Superintendent or designee notifies the teacher five (5) working days in advance of the regularly scheduled **April Board meeting** of his/her intent to issue a probationary contract with professional improvement goals attached to the same.
   b. The issuance of a probationary contract shall be based on less than satisfactory performance of contracted duties, as demonstrated by evaluations and informal observations.
   c. Upon the termination of the probationary contract period, the member of the bargaining unit must be advanced to the next contract sequence or notified of the Board's intent not to renew such contract pursuant to the terms of this Agreement.
   d. Such probationary contract shall be issued no more than once during the course of employment with the Westfall Local Schools.
3. To be considered for a continuing contract, bargaining unit members must provide written notice to the Office of the Superintendent upon completion of required coursework no later than **February 1st** of the upcoming school year during which the member seeks to have the Board approve a continuing contract. A teacher may apply for a continuing contract after meeting the statutory requirements as according to Ohio Revised Code 3319.08. Teachers who (a) have taught in the District for at least three of the last five years and otherwise meet the statutory requirements for continuing contracts or (b) have attained continuing contract status in another Ohio school district and have served two years in the District are eligible for continuing contracts in the District. A bargaining unit member may withdraw his/her request for a continuing contract at any time.
4. Those employed prior to the effective date of this contract will complete their current limited contract before being placed appropriately (based on experience) in the above sequence.
5. The Board and the Association intend this section of Article VI to supersede the non-renewal provisions of Section 3319.11 of the Ohio Revised Code with respect to any

matters addressed herein.

C. Reduction in Force

1. The Board may institute a reasonable reduction in force for financial reasons, by reason of a system-wide decreased enrollment of pupils, return to duty of regular teachers after leave of absence, or by reason of suspension of schools or territorial changes affecting the district or abolition of federal programs in accordance with Section 3319.17 of the Ohio Revised Code. Such reduction may not take place after **May 1**, unless the reduction in force is implemented the subsequent school year.
    a. Procedure
    Should it be deemed necessary by the Board to reduce the number of teaching positions, the Board shall proceed to suspend contracts for teachers who have been evaluated in accordance with the evaluation procedure within Article IX of this agreement. Suspension of contracts shall be recommended by Certification/Licensure area and an order based on the following:
        i. First, The number of persons affected by a layoff will be kept to a minimum by attrition; not employing a replacement for a bargaining unit member who dies, retires, resigns, or has limited contract non-renewal.
        ii. Second, where a layoff cannot be achieved through attrition, limited contract teachers shall be reduced first utilizing 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 shall prevail, the least senior limited contract in the affected teaching field the first to be suspended.
        iii. Third, should the necessary reduction of teaching positions exceed the number of limited contract teachers in the affected teaching field, only then shall continuing contract teachers be reduced utilizing 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 shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.
        iv. Using the exclusive criteria in this provision, the District will establish the order in which the members' contracts are suspended and will recall members in reverse order in accordance with the recall provisions of this Article.
        v. The seniority list will be compiled and presented to the Association President by **September 30th** of each year.

b. Comparable Evaluations
   i. The definition of the term "comparable," as applied to teacher evaluations included in this section, shall only be applicable after the evaluation system process within this negotiated agreement.
   ii. All teachers within the District shall be deemed to have comparable evaluations except as defined otherwise in this section.
   iii. In the event a teacher who has a summative rating is rated "ineffective" for two (2) consecutive years, such teacher shall no longer be considered comparable to the rest of the bargaining unit for purposes of a reduction in force. However, should such a teacher receive a summative rating above "ineffective" in any given year, such teacher shall be deemed comparable with the rest of the bargaining unit.
   iv. A transfer or change of position of any kind, including, but not limited to, any transfer to a non-primary area of Certification/Licensure, shall require an additional two (2) years of evaluation data before any determination that the teacher is non-comparable to the rest of the bargaining unit can be made.

c. Timelines
   i. When the Superintendent determines that a RIF is likely to occur, the Superintendent will notify the Association of such contemplated action at least thirty (30) days prior to any such action by the Board. The notice shall be in writing and will include the reason(s) for the RIF, a list of the positions to be reduced and the person(s) to be laid off, as well as the anticipated effective date of such layoff.
   ii. Within seven (7) days of receipt of such notice, the Association may request a meeting with the Superintendent and may present any information it feels is relevant to the contemplated action of the Board.
   iii. A bargaining unit member who is scheduled to be laid off shall be notified in writing of the intended contract suspension at least twenty-one (21) days prior to Board action.
   iv. No reductions in force for the following school year shall be implemented after the regularly scheduled **May Board meeting**. This shall be the only time a RIF shall be implemented.

d. Recall
   i. A bargaining unit member who has had his contract suspended in a layoff shall be entitled to recall through an offer of reinstatement during the period such member retains recall rights.
   ii. A continuing contract bargaining unit member shall retain recall rights indefinitely. A limited contract bargaining unit member shall retain recall rights for two (2) years from the effective date of layoff. Once a limited contract bargaining unit member's recall rights have expired, his/her contract with the Board shall be considered terminated.

iii. Recall shall be made by an offer of reinstatement to the most senior bargaining unit member holding certification/licensure in the field in which a position becomes available, giving preference to continuing contract teachers over limited contract teachers.
iv. A notice of reinstatement shall be made by certified United States mail, return receipt requested. To be eligible for an offer of reinstatement, the bargaining unit member must keep the Board informed of his/her current address and telephone number.
v. Each bargaining unit member shall be responsible for having all areas of certification/licensure on file with the Board.
vi. Rejection of an offer of reinstatement, failure to accept such an offer within three (3) weeks of postmark date of a certified letter, or the return of the offer by the postal department because of an incorrect address, or the failure of the bargaining unit member to pick it up shall result in a waiver of all rights under this Article.
vii. Should the Board decide to non-renew a suspended limited teaching contract of a bargaining unit member for reasons other than the reduction in force, such member will lose all reinstatement rights at the expiration of such contract. The notice of intent to recommend nonrenewal shall notify such member that s/he will lose all recall rights.
viii. A bargaining unit member who has been laid off will be placed on the Board's substitute rolls for the period such member retains recall rights.
ix. A bargaining unit member, who has been laid off and is certificated for the position available, will be considered for part-time positions that become available during the period such member retains recall rights.
x. A laid off bargaining unit member who either accepts or refuses substitution or a part-time job shall not waive recall rights under this Article. The Board shall cooperate with the Department of Job and Family Services Employment Services in cases of each suspended member.

e. Reinstatement
i. All benefits to which a bargaining unit member was entitled at the time of the suspension of his/her teaching contract will be restored to him/her upon his/her reinstatement. S/he will be placed on the proper step of the salary schedule for his/her current position according to his/her experience and education. A member of the bargaining unit will not receive salary increment credit for time spent on layoff.
ii. Where a bargaining unit member has had a multi-year limited teaching contract suspended prior to its expiration and s/he is reinstated prior to the expiration of such contract, s/he shall hold a limited teaching contract for the remainder of the term of that

contract.

iii. Where a bargaining unit member is suspended at the expiration of a limited teaching contract or where such contract expires during a suspension and the bargaining unit member is subsequently reinstated, such reinstatement shall be on the basis of a limited teaching contract for one year.

Therefore, the bargaining unit member will return to the contract schedule where they recently left off. The following RIF language shall remain in effect until three (3) years of data become available. Once three (3) years of data is available, the above language will become in effect.

D. Internal Transfers

1. Prior to a teacher being transferred, all currently employed certified/licensed teachers for said position will be solicited for their willingness to transfer. Once a current teacher expresses their willingness to transfer, seniority will not play a role in an administrator's decision to involuntarily transfer a teacher. An involuntary transfer is a transfer that is not voluntary on the employee's part.
2. A teacher being transferred, from one grade level or one building to another, shall be given the reasons for said transfer and an opportunity to meet with the Superintendent or designee prior to said transfer.
3. A teacher being transferred will only be placed in a position for which said teacher is certified/or licensed. Transfers or reassignments created in order to address fluctuations in enrollment shall be posted by **May 1** and filled pursuant to Article VII.
4. Transfers shall not be arbitrary or capricious. If a member considers the involuntary transfer to be arbitrary or capricious, the member shall meet with the Board to discuss the decision prior to the member requesting arbitration.

E. Acknowledgement of Section 3302.10 of the ORC

As required by Section 3302.10(P) of the ORC, the provisions of Section 3302.10 are incorporated into this Agreement by reference.

ARTICLE VII
TERMS & CONDITIONS

A. Personnel Files

1. Location and Maintenance

The official personnel file system for all employees shall be kept and administered by the Superintendent.

2. Contents of Personnel Files

The official personnel file shall contain the following, to the extent that such records are retained:

Application for employment
Confidential pre-employment references
Transcripts of training and education records
Copies of current, valid certificates and/or licenses
Copies of the evaluations of the employee performance made by the supervisory personnel
Employee response to the evaluation
Actions of Record

3. Access to the official personnel file shall be available during the regular office hours to the employee and/or his/her representative. The review of such personnel file shall be in the presence of the Superintendent or his/her designee. Neither the file nor any part thereof shall be removed from the Board of Education office.
4. Each member of the bargaining unit shall have the right to respond in writing to any material contained in the file which would be considered as detrimental to the personal or professional interest of such teacher, and have the response attached to the specific material.
5. Each member of the bargaining unit shall have the right to indicate those documents and/or other materials in his/her personnel file, which s/he believes to be obsolete, inappropriate, and/or inaccurate. The member shall have the right to request that the obsolete, inappropriate, and/or inaccurate materials be removed from the file and destroyed. Such a request shall be reviewed by the Superintendent. If the Superintendent does not agree to remove the materials, the member shall have the right to initiate a grievance.
6. When a member of the public requests access to a teacher personnel file, the Board shall provide the employee notice of said request and the review scheduled in manner which would provide the employee and his/her representative with an opportunity to be present during a review of the file to extent allowed by law.
7. A staff member may request, in writing, that minor disciplinary documents (i.e., verbal reprimands, some written reprimands) be removed from their personnel file after two (2) years, provided there have not been similar occurrences during that time. The Superintendent will review the request and the Superintendent's decision is final. A staff member may request, in writing, that major disciplinary documents be removed from the personnel file after five (5) years, provided there have not been similar occurrences during that time. The Superintendent will review the request and the Superintendent's decision is final.

B. School Year and Calendar
   1. The contract year for members of the bargaining unit shall be 184 days that shall include one (1) local in-service day; three (3) teacher directed work days; and three (3) two-hour early release days.
      a. The local in-service day allows the District to determine which activities are necessary to begin the school year.

b. The first teacher directed work day shall allow each teacher to determine which activities are necessary to begin the school year; the second teacher directed work day shall be the beginning of the third nine weeks; the third teacher directed work day is the last day of the school year.
    i. On the third teacher directed work day, districtwide teachers shall arrive by 7:30 AM. An appropriate administrator/designee will be available continuously beginning at 10:30 AM to check out teachers. Once a teacher has checked out in the manner specified by the building principal and submitted all necessary items, the teacher's contractual obligations to the school district shall be considered completed and fulfilled, then dismissed for the year. All checkouts will be completed no later than 2:50 PM.
c. Three (3) two-hour early release days shall be for teachers and students on the last scheduled students' school day before Pumpkin Show, winter break and summer break.

2. The Board shall provide members of the bargaining unit with an opportunity to vote on calendars, prepared in collaboration with the Superintendent and members who comprise the Discussion Forum, prior to Board action. No names and/or building identification shall be required on the vote. Educational packets shall be a part of the school calendar to make up for a loss of instructional hours according to Board policy.
3. Should school be called off due to inclement weather or unforeseen circumstances on a day that a teacher is scheduled for an approved professional development leave, that teacher will not be required to attend. The teacher shall also not be required to attend the professional development if his/her residential district is having inclement weather.
4. The Board agrees that when the District schedules a professional development day, the schedule shall begin no later than 8:00 a.m., include a 30 minute work free lunch and dismiss teachers no later than 3:00 p.m. When a District professional development day is scheduled during a two hour early release day, the schedule shall begin no later than 7:30 a.m. and dismiss teachers no later than 12:00 p.m., no 30 minute lunch shall be included.
5. If Kindergarten screenings are scheduled outside of the contractual day, teachers will be compensated for two (2) days extended time in order to perform these duties. The purpose of extended time is to relieve the teachers from their normal classroom duties. Table provide below:

Contract year, 184 days Professional Development days, directed by the district, shall be no more than quarterly	Daily work time	MS/HS: 7:10 - 2:30 ES: 8:30 - 3:50 ES bus release shall be 8:50am. MS/HS bus release shall be 7:20am. Student release from buses shall be communicated from

		Building Administration to the Transportation Director.
August One (1) Local Inservice Day Beginning of school year	Administrative directed	Time per agenda (Tentative: 8:00 – 3:00)
August First Staff Work Day Beginning of school year	Teacher directed	MS/HS: 7:10 – 2:30 ES: 8:30 – 3:50 (or adjusted due to extended time for an Open House
October Two-hour early release Last scheduled student's day before Pumpkin Show	Staff and students	MS/HS: 12:30 ES: 1:30
Second Quarter District Professional Development Day	District directed, when needed	8:00 – 3:00 lunch provided or 7:30 - 12:00 no lunch provided
November Wednesday before Thanksgiving **December** Two-hour early release Last scheduled student's day before Winter Break	Staff and students	P/T exchange/comp day MS/HS: 12:30 ES: 1:30
January Second Staff Work Day (beginning of 3rd 9-weeks)	Teacher directed	MS/HS: 7:10 – 2:30 ES: 8:30 – 3:50
Spring Good Friday, Monday after Easter Sunday Third Quarter District Professional Development Day	Staff and Students District directed, when needed	P/T exchange/Comp day 8:00 – 3:00 lunch provide or 7:30 - 12:00 no lunch provided
Summer Break Two-hour early release Last scheduled student's day	Staff and students	MS/HS: 12:30 ES: 1:30

Third Staff Work Day Last contract day of school year	Teacher directed and check-out process	7:30 – until check out time Check out time begins at 10:30 and ends no later than 2:50

C. School Day
1. The contractual day for members of the bargaining unit, inclusive of at least a duty free, thirty (30) minute lunch period and a forty (40) minute uninterrupted planning period, shall be seven (7) hours and twenty (20) minutes.
2. The Elementary teacher contract day shall begin at 8:30 and end at 3:50p.m. The student school day shall not be increased during the term of this contract.
3. The Middle and High school teacher contract day shall begin at 7:10 a.m. and end at 2:30 p.m.
4. Students shall not be dismissed from buses to enter the middle school or high school buildings earlier than 7:20am. Students shall not be dismissed from buses to enter the elementary building earlier than 8:50 am.
5. The hours set forth above shall not preclude the possibility of scheduling staff meetings that last beyond or occur prior to the regular workday. However, meetings shall not increase the work week by more than sixty (60) minutes per 2 weeks. Staff meetings shall not be scheduled during the weeks of parent/teacher conferences.
6. A delay or early release schedule shall be prepared and shared with staff by the first teacher work day. The elementary delay schedule shall mirror a typical school day (including music, art, library, physical education and technology).

D. Posting and Vacancies
1. All vacancies shall be posted on the school web page in addition to the following:
    a. All positions within the district shall be posted in each building for a period of ten (10) days except during the months of **June, July** and **August.** Vacancies occurring during this period of time shall be posted in the Central Office for five (5) calendar days and emailed to current staff in an email. Also, during the months of **June, July** and **August,** the Superintendent will use the member's intent sheet, which is completed each year during the month of **April** to contact members whenever a vacancy of expressed interest by the member becomes available.
2. Members expressing an interest in a specific district position will be interviewed and will be notified as to their status after all candidates have been interviewed and before the position has been filled.

3. When filling district vacancies, the Board shall consider the following criteria:
Individual qualifications
Instructional requirements
Experience

When the foregoing factors are substantially equal, preference shall be given to the applicant with the greatest seniority.

4. The Board shall first grant an interview, and fill vacancies from within the bargaining unit before determining that the district may fill a vacancy from outside of the district.

E. Parental Complaint Procedure
   1. When a complaint is made to the Board, or any of its members or administrators, by students' parents, or any other member of the public, concerning a teacher's conduct, or other activities that relate to the teacher's employment duties, and the concern is thought to be serious enough to become a matter of record, the teacher shall be informed of the stated concern by the appropriate administrator.
      a. First, the party shall be directed to resolve the concern with the teacher.
      b. Then, the party may have the opportunity to discuss the concern with the teacher and appropriate administrator.
      c. Finally, the appropriate administrator and teacher shall attempt to resolve the party's complaint informally.
   2. Should the complaining party still not be satisfied and bring the concern to the Board, the teacher shall be informed and have the right to provide the Board information concerning the issue. In no case shall such a complaint be grounds for action, reprimand or discipline against a teacher without the teacher having prior notice that would allow seven school days for the teacher to attempt to resolve the concern or provide information on the issue to the administration.

F. Student Teacher Assignments
   1. Only teachers who consent to participate are requested to serve as cooperating teachers in the Student-Teacher Program.
   2. If a stipend is provided by the universities for services rendered by the cooperating teacher, such stipend will be paid to the cooperating teacher.
   3. Should other forms of compensation be provided for such service, the cooperating teacher will have the first opportunity for the utilization of such compensation.

G. Faculty Passes

All bargaining unit members shall utilize their staff ID badge to be admitted, free of charge, to extracurricular events sponsored by the Westfall schools, including but not limited to, athletic events.

H. Resident Educator/Mentor Program

The Board and the Association agree to the formation of a committee to study and make recommendations to the parties concerning resident educator/mentor program in the Westfall Local Schools. Such a committee shall be composed of three (3) members appointed by the Superintendent and three (3) members appointed by the WEA President.

Recommendations shall be presented to the parties' bargaining teams six (6) months prior

to the expiration of this agreement. Resident educator mentors and mentees shall receive equal pay - $674 per mentee.

I. Work Environment

1. Bargaining unit members shall be provided with a lunch area separate from the students.
2. A working copy machine shall be made available to bargaining unit members in each building to perform job-related tasks.
3. One working color printer and laminator shall be made available to bargaining unit members in each building to perform job-related tasks.
4. Each classroom shall have at least, but not limited to, a teacher desktop computer whiteboard, up to date student technology devices, document camera, bulletin board and functioning interactive display/smart board to complement instruction.
5. Members shall know the courses available to students, their teaching assignment and curriculum for the upcoming year by **August 01**.
6. When possible students' courses and schedules shall be established by the first teacher's work day of the school year.
7. Paper and laminating film shall be made available to teachers for the purpose of performing tasks.
8. Each employee shall be given key(s) to their assigned building(s) and classroom to perform their assigned duties. In the event the employee loses the key, the employee shall pay the cost to replace it.

J. Payroll Deductions

1. The Board shall provide payroll deduction for the Association's annual] dues. Each employee shall give written authorization to have Association dues deducted. Once an employee has given authorization, the deduction shall continue each year unless the employee gives notice of a change between **September 1st through 30th** each year.
2. The first paycheck deduction shall start the second pay in **October** and continue in equal installments in each of the remaining paychecks.
3. The Treasurer shall transmit the dues deductions to the Association within five (5) days of the payroll deduction.

K. Release Time

Bargaining unit members appointed and/or approved by the local Superintendent to serve on local Committees shall be given release time to arrive at the meeting at the appointed hour to perform their duties. Members serving on said committee shall be reimbursed mileage from their home school at the current mileage rate of the school district.

L. Planning Time

The below planning time provisions apply to a full day schedule. Planning time during delay

or early release schedules will be calculated accordingly.

1. Each full-time teacher shall be provided forty (40) minutes per day for uninterrupted planning or parent/guardian conference time.
2. Each full-time elementary teacher shall be provided forty (40) minute period per day during pupil contact time for uninterrupted planning and parent/guardian conference time.
3. If planning time of less than forty (40) minutes per day during pupil contact time is not provided because the teacher is requested to perform work by the building Principal, a timesheet shall be completed and approved for the loss of uninterrupted planning time.
4. A minimum of 200 minutes per week of planning and conference time will be provided during pupil contact time for full-time teachers.
5. Teachers assigned to a pre-school classroom shall instruct students four (4) days during the work week. In lieu of daily planning time, pre-school teachers will receive two hundred (200) minutes on the non-instructional day for planning, professional development, or meetings. In addition to a pre-school teacher's regular duties, pre-school teachers may be assigned other duties on the non-instructional day outside of their planning time. If a pre-school teacher is assigned other duties on a non-instructional day more than one time per month, the teacher will be compensated at the rate of thirty dollars ($30) per hour.

M. Parent-Teacher Conferences

Each semester six (6) hours are required for Parent-Teacher conferences. This time shall be exchanged for a compensation day on the **Wednesday before Thanksgiving** and the **Monday after Easter**. If a staff member is unable to attend scheduled conference time, the staff member shall have the opportunity of making up parent teacher conference time within a calendar week (face to face, virtual meeting, or phone), as determined by the building Principal. If a staff member utilizes sick or personal leave on a Parent-Teacher conference day, the staff member will be charged one-half (0.5) additional day of leave for each three (3) hours of conference time the staff member missed as a result of the leave.

N. Duties

1. Teachers will not be required to collect lunch money in the teacher's classroom. Teachers will not be assigned breakfast duty in the cafetorium. Additionally, the Board has committed to allow the teachers at each building to decide how they will supervise students that are eating breakfast.
2. Teachers shall have equitable duties during each scheduled instructional day.

O. Mileage Reimbursement

Mileage reimbursement will be granted per board policy (Appendix S).

P. Class Load

1. The Board will make every effort to equalize enrollments on an individual building basis and/or teacher pupil ratio.
2. Disbursing students, in their grade level, that need supportive instruction shall be discussed with the administrator and grade level team before the first day of instruction each school year.

Q. Job Sharing

Job Sharing shall be allowed in accordance with the following provisions:

1. Only two (2) teachers shall be allowed to share the same position.
2. Both teachers must be willing to take part in Job Sharing.
3. Those teachers interested in taking part in this program must notify their Building Principal, in writing, by **April 1** of each school year of their interest in the program. Said teachers must be properly certified to teach in the area involved.
4. Upon receipt of such notification by the Building Principal, s/he shall meet and discuss with the teachers their intent and help to develop a Job Sharing program. Then, the teachers must submit a written proposal to their building principal that details the responsibilities of each teacher in regards to curriculum, parent contact discipline and classroom management.
5. Each teacher involved in the Job Sharing shall substitute for the absent teaching partner on a pro rata basis, if possible. Both teachers shall attend parent teacher conferences, staff meetings and early release meetings as part of their contracted days.
6. If all of the above criteria are met, the Board shall grant the Job Sharing arrangement.
7. Teachers sharing jobs shall maintain all rights they are entitled to in accordance with the terms of this Agreement, provided that for the purpose of sick leave, personal leave, and assault leave days for teachers, sharing jobs shall be credited for and used as one-half days.
8. Continuation of the Job Sharing arrangement shall be reviewed by the administration on an annual basis. If the Board or if the involved teachers decide to dissolve the Job Sharing, the most senior member shall maintain the full-time job. The less senior person may bid on any opening for which the person is qualified. If no opening exists, the RIF procedure shall be implemented

R. Hybrid teaching
   1. During a hybrid school schedule, online teaching may be conducted by use of recorded lessons.
   2. Teachers shall be given adequate equipment and time to upload the daily recordings.
   3. Recordings of lessons will be posted on Google Classroom.
   4. Online students will be counted as part of a teacher's roster. Every effort will be made to minimize the number of students assigned to each teacher.

S. Professional Dress

Teachers shall be responsible for dressing in a professional, safe, and job-appropriate manner. The District believes in the professionalism of its staff. As such, the presentation of professional, safe, and job-appropriate dress shall not include the following: clothing (including pants) with holes, shorts*, pajama pants, tank tops/camisoles, sweat pants*. The superintendent and/or building administrator shall address all concerns as to the professional appearance of any teacher and this shall be done on an individual basis. This includes unprofessional clothing worn by a staff member that is not included in the list above.

* this shall not apply to staff members teaching physical education.

ARTICLE VIII
COMPENSATION

A. Salary
   1. The B.A. Step "0" salary shall be:

Base Salary for the 2025-2026 school year: $43,732
Base Salary for the 2026-2027 school year: $45,481
Base Salary for the 2027-2028 school year: $47,073

   2. Members shall move to another column on the salary schedule when qualified upon submitting official transcripts of credit and written notice to the Treasurer no later than **September 15** or **January 15**. Members submitting transcripts **September 15** will receive the new salary the entire contract year. Members submitting transcripts on **January 15** will receive the new salary only for the remainder of the contract year.
   3. Years of military service will be calculated as set forth in Ohio Revised Code Section 3317.13.

B. Insurance Fiscal Reports

The Board shall provide the Association with two copies of the monthly reports provided by the Fiscal Agent. Such reports shall include all contributions to and disbursements from the Consortium Fund during the preceding calendar month.

C. Insurance

1. Term Life Insurance will be provided for each member of the bargaining unit in the amount of $25,000 at no cost to the individual employee.
2. Effective **January 1, 2026**, the Board shall provide group hospitalization and major medical insurance through a PPO plan at a shared cost to both the Board and the employee for all full-time teachers and their eligible dependents. Effective **January 1, 2026**, spouses of covered employees who are eligible for other health insurance coverage through their employer are required to enroll for at least single coverage where such availability for coverage exists. Such spouses are not eligible for the District's health insurance. The District is currently a member of the Pickaway County Public Employee Benefits Consortium, but the Board reserves the right to change carriers at any time without agreement of the Association.
3. There is no pre-existing condition waiting period.
4. Any new employee to the district will be eligible for insurance the 1st of the month following the first day working by the employee. Employees will have 30 days to enroll in the insurance plan without proof of insurability, but subject to the 12 month pre- existing condition. If employee/dependents do not enroll within the 30 day period, they will be subject to the same conditions as previous employees cited in paragraph 3.
5. Health Care Premiums

The Board will pay 86% on both single and family plans

6. Tax Shelter Insurance
    a. The Board shall apply that part of the teacher's salary that is the teacher's participation in the monthly health benefits premium so as to tax shelter that participation. The Board shall comply with IRS and federal law requirements in doing so. The Board shall not charge any fee to employees that are related to this provision.
    b. Any adult dependent child on a family health insurance plan will be covered until the end of the month following his/her twenty-sixth birthday. A dependent is not eligible if they are employed and have access to their employer provided healthcare plan.
    c. Employees who retire are eligible for the coverage under this section only through the date of retirement.
7. Dental Insurance

The Board shall pay 100% of the premium for dental insurance. Coverage will meet or exceed the current levels of coverage the basics of which are set forth below:

Maximum Benefits each Calendar Year for Class I, II, and III Services -$1500.00
Lifetime Maximum for Orthodontic Services per Person- $1000.00
Individual Deductible-$25.00
Family Deductible - $50.00

Percentages of payment of reasonable and customary charges for covered dental

expenses:
Class I - 100%
Class II - 80%
Class 111 - 70%
Class IV - 50%

8. Insurance Committee

A committee comprised of six (6) members, consisting of three (3) members appointed by the Superintendent and three (3) members appointed by the Association will meet at least semi-annually to review insurance information and monitor rates. The Parties desire that future increases (after **January 1, 2026**) in insurance premiums not exceed twelve percent (12%). If in any year, the premium increase will exceed twelve percent (12%), the committee shall meet and recommend changes in the insurance plan(s) to reduce the premium increase to twelve percent (12%) or less. If the committee's proposal is not ratified/approved by the Association, the premium increase above twelve percent (12%) will be paid solely (100%) by the bargaining unit members covered by the insurance plan(s). If the committee's proposal is ratified/approved by the Association but not by the Board, the premium increase above twelve percent (12%) will be paid solely (100%) by the Board.

D. Severance Pay

1. For all retiring employees age 55 or older, in lieu of accumulated severance pay through payroll, the Board will make a contribution in an amount equal to the applicable WEA member's severance pay to the Westfall Local School District Employer 403(b) Plan
2. For any WEA member retiring under the age of 55, severance pay shall be paid through payroll, directly to the employee.
3. Severance pay is calculated according to the following schedule:

Using the number of years experience with the District Multiplier of .30 for a maximum of 72 days (Multiplier X accumulated sick leave) X individual per Diem = Severance pay

E. Extended Time

All extended time shall be at the individual bargaining unit members' per diem. Extended time is defined as any day(s) that is required beyond 184 contractual days.

F. Supplemental Salaries

All supplemental salaries shall be paid at the rate identified in Appendix A and Appendix B

G. Payroll Procedures

1. Paydays shall be every other Friday, for a total of 26 paydays for the school year. In 2019 or any year in which there are 53 Fridays, there will be no payday on the 53rd Friday of the year in order to maintain a 26 payday schedule. The deferment, when

this occurs, will take place in the month of July of the year affected.

2. If payday fails on a day the schools are closed, bargaining unit members shall be paid on the last workday preceding payday.
3. All employees shall be required to utilize electronic direct deposit.

H. STRS Pick-Up

1. The Board of Education of the Westfall Local School District herewith agrees with the Westfall Education Association, at no cost to the Board, to pick-up utilizing the salary reduction method contributions to the State Teachers Retirement System paid upon behalf of the bargaining unit members under the following terms and conditions:
    a. The amount to be picked up by the Board and paid on behalf of each member shall be that amount required to be contributed to STRS (as defined by the Ohio Revised Code) based upon the member's gross annual compensation. The member's annual compensation shall be reduced by the amount "picked-up" by the Board and shall be treated as deferred salary otherwise payable to such employee in cash before the STRS deduction and taxable by the Federal and State Governments.

I. Personal Growth

1. The plan for tuition reimbursement shall call for a fixed total amount of$45,000 for each school year to be set aside for tuition reimbursement. The fixed total amount shall be disbursed by semester hour submitted by members, not to exceed the cost of the course. Any part of the total fixed amount remaining after the reimbursement period shall not carry over and be added to subsequent years' available funds for tuition reimbursements.
2. Reimbursement shall be based upon semester hours, with a quarter hour worth two-thirds of a semester hour. From this fixed amount, the staff members taking courses to further their education shall be reimbursed at the rate of the cost of the course, members taking courses may be reimbursed up to a total of twelve (12) semester hours per year.
3. Intended course work shall be submitted to the Treasurer for reimbursement on the district intent form each year. Reimbursement shall be made within 60 days upon proof of payment by the individual.
4. To be reimbursed for courses taken, the staff member must be employed in the district at the time of reimbursement. No staff member may take courses for reimbursement prior to **June 1** of their first contract year in the district.
5. Staff members shall not be reimbursed for courses in which they received no credit. Staff members shall be reimbursed only for courses directly related to their teaching field or additional teacher certification or as approved by the LPDC (Appendix T).
6. To be sure that the courses qualify for reimbursement, the staff member should

have the prior approval of the LPDC. That is approval before registration or at the time of registration.

J. Substituting

1. The Administration agrees that every effort will be made to obtain substitutes for all teachers including special education, art, music, technology, and physical education teachers. Shortage of substitutes in the district shall not have an effect on a staff member attending professional development, sick leave, or personal leave.
    a. Members of the bargaining unit substituting during their planning and conference period or teaching a part or all of an absent teacher's class shall be reimbursed as follows (Appendix T):
        i. M.S. and H.S. members, who teach during their planning/conference period shall be reimbursed the tutor rate of $30.
        ii. Elementary members who absorb another teacher's class into theirs, will be paid the current county substitute rate.
2. High School study hall teachers with less than 72 students shall be excluded.

K. Health Insurance Opt-Out

1. Full time bargaining unit members who are currently insured under the health insurance plan provided in this Agreement, and who may be insured under another health insurance plan, may elect to opt-out of the Board-approved health insurance plan by completing the Application for Participation in Health Insurance Conservation Incentive Plan.
2. Eligible unit members electing to opt-out of the Board-approved health insurance plan shall receive an incentive payment in accordance with the following table: (The incentive payment will be prorated for employees who opt-out of the insurance program for less than the full contract year.)

Number of unit members opting out of insurance plan	Amount of incentive per member for single plan opt-out	Amount of incentive per member of family plan opt-out
Minimum of 6	$1,250.00	$2,500.00

When five(5) additional staff members opt-out of health insurance over the minimum number of optouts as of **September** 1, the Board will pay an additional $1,000 to each employee opting out, to be paid in **June**.

3. Involuntary Change In Insured Status

Any eligible unit member who elected to opt-out of the health insurance plan provided by this Agreement who involuntarily loses other insurance coverage through the unemployment of spouse, death of spouse, or divorce from spouse will be permitted to

re- enroll in the Board-approved health insurance plan(s). Notice of intent to enroll will be provided to the Treasurer not later than the third Monday of the month following a qualifying event with coverage to be effective the first day of the following month. The incentive payment will be pro-rated for employees who opt-out of the insurance program for less than the full contract year.

4. Voluntary Changes In Insured Status

Subject to provisions of paragraph 3 above, any unit member who elected to opt-out of the Board-approved health insurance plan provided in this Agreement may enroll in the Board-approved health insurance plan(s) during the next annual open enrollment period. Any such member shall notify the Treasurer that s/he intends to re-enroll in the Board-approved health insurance plan(s).

5. Reimbursement Date

Eligible members opting-out of the health insurance plan provided in this Agreement shall be reimbursed in accordance with the provisions of Section 2 above in two installments paid no later than the last pay in **December** and no later than the last pay in **June**.

L. 125 Plan

The Board shall make available to interested employees a Section 125 Plan for the tax sheltering of insurance premiums, a health care flexible spending program and a dependent care program. The district shall provide an in-service training on the use, benefits, and consequences of the Section 125 Plan on an annual basis.

M. Tutor Rates

1. Tutors are considered teachers that utilize their expertise to benefit student learning; including those that tutor before or after school hours or on weekends. This rate shall be paid at $30.00/hour.
2. Non-instructional duties of which includes, but are not limited to responsibilities beyond a teacher contract day, shall be paid at the rate of $27.00/hour.
3. Summer school/extended school year services shall be paid at $40.00/hour.

N. Committees

1. Committee members shall meet with building principals **September 01** of each year, to establish guidelines for committee responsibilities.
2. Committee members who are required to attend a committee meeting outside of the contractual work day will be paid $50.00 per meeting.
3. Any OTES or HQSD committee member who performs committee work outside of the contractual day will be paid at the non-instructional rate of $27.00/hour.
4. The LPDC shall determine its meeting schedule. Each LPDC teacher member will be paid a stipend of $90.00 per meeting attended (up to ten (10) meetings each school

year). The LPDC Committee members shall absorb the responsibilities of the chiar person.

O. Materials

Classroom materials shall be equitably budgeted with the building principal each school year. Each department may submit a budget to the building principal for consideration by **September 1** each year. The building principal's decision is final.

ARTICLE IX
EVALUATIONS
OTES 2.0 Handbook/Appendix I – P

A. Observation/Evaluation

Note: The language provided below applies to those teachers who are subject to the Ohio Teacher Evaluation System (OTES 2.0) per the requirements of sections 3319.111 and 3319.112 of the Ohio Revised Code.

B. Definitions

1. Evaluation Procedure: The procedural requirements set forth in this agreement to provide specificity to the statutory obligations established under sections of the Ohio Revised Code and to conform to the framework for the evaluation of teachers.
2. Ohio Teacher Evaluation System (OTES 2.0): The teacher evaluation system that is codified under sections 3319.111 and 3319.112 of the Ohio Revised Code.
3. 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.
4. Evaluation Factors: The multiple measures that are required by law to be used in the teacher evaluation procedure.
5. Teacher Performance: The assessment of a teacher's performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may be coded as "1 " indicating lowest performance to" 4" indicating highest performance.
6. Evaluation Rating: The final, summative evaluation level that is assigned to a teacher based on evaluations that are conducted pursuant to the terms of this agreement. The evaluation rating is assigned at the conclusion of the evaluation cycle. Each completed evaluation will result in the assignment of a teacher to one of the following evaluation ratings: Accomplished, Skilled, Developing or Ineffective.
7. Evaluation Cycle: The period of time for the completion of the evaluation procedure.

8. Evaluation Instrument: The process and forms used by the teacher's evaluator.
9. Ohio Teacher and Principal Evaluation Systems (eTPES): The method used by the District to electronically report to ODE aggregate final, summative teacher evaluation ratings. The District shall report the number of teachers for whom an evaluation was conducted and the number of teachers assigned to each evaluation rating.
   Note: The language provided in this article requires that a credentialed evaluator must be an employee of the District.
10. Evaluator must be a full-time, credentialed employee of the District, but will also include the Curriculum Director and Special Education Director.
11. Poorly Performing Teacher
    a. A teacher who is assigned an evaluation rating of Ineffective for three (3) consecutive years, or
    b. A teacher who receives an evaluation rating of Ineffective for two (2) of three (3) consecutive years, one of which must be the third year of the three (3) year period.

C. Purpose

The purpose of teacher and guidance counselor evaluations are:

1. To serve as a tool to advance professional development
2. To inform instruction
3. To assist teachers, guidance counselors and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

D. Application

The evaluation procedure contained in this agreement applies to the following employees of the District:

1. Staff working under a license issued under sections 3319.22, 3319.26, 3319.222, 3319.226, or 3319.301 of the Ohio Revised Code

E. Evaluators

1. An evaluator must be a full-time, credentialed employee of the District. The person who is responsible for assessing a teacher's performance shall be:
   a. The teacher's immediate supervisor for those teachers with an expected level of student growth or a below expected level of student growth on the student growth measure dimension of the evaluation procedure.
   b. An evaluator selected by the teacher for those teachers with an above expected level of student growth on the student growth measure dimension of the evaluation procedure.
   c. One supervisor shall be designated as the evaluating supervisor throughout

the entire evaluation process.

d. The evaluator shall not be a bargaining unit member. The supervisor must be employed under a full-time 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 credentialed as stated in Ohio law.
e. In assessing a teacher's performance, evaluators will not make judgments, or otherwise discriminate, on the basis of a teacher's age, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership or union activism, or any reason prohibited by applicable law.

2. Each evaluator must successfully complete state-mandated evaluator credential training and is required to pass a credentialing assessment.
3. The evaluators shall be given a WTES Handbook on the purpose, mechanics and dimensions of the evaluation procedure, emphasizing the importance of accuracy, potential Equal Employment Opportunity problems, and directions on how to relate performance assessments to the standards for the teaching profession.
4. WTES Handbook for evaluators will be supplemented by specific group evaluation instrument training to familiarize evaluators with the process and instrument to assess teacher performance.
5. Updates to WTES Handbook and group professional development shall occur on an annual basis.

F. Evaluation Committee

A committee composed of the President of the Association and three members of the Association appointed by the President, the Superintendent and two principals appointed by the Superintendent, and a member of the Board of Education shall meet to review the present evaluation procedure and forms and make recommendations to the Board and Association relative to any revisions. The Committee shall meet and make recommendations within ninety (90) days after the ratification of this contract.

G. OTES Committee

The Association and the Board agree to establish a standing joint Evaluation Development Committee for the purpose of establishing the policy, procedure and process, including the evaluation instrument, for the evaluation of teachers in the District and to regularly review the effectiveness of the policy, procedure and process, including the evaluation instrument, for the evaluation of teachers in the District.

H. Committee Composition

1. The OTES committee shall comprise of five (5) Association members appointed by the Association president and five (5) 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.

2. OTES and Committee members shall serve staggered terms of not more than 3 years.
3. Committee members shall be representative of elementary, middle school, secondary, and specialty areas (e.g., music, art, special education) and programs (e.g., career tech) within the District.

I. Committee Operation

1. The OTES committee shall be chaired jointly by a committee member from the Association and Superintendent or designee.
2. Members of the committee will receive ongoing training in all aspects of and OTES, the state adopted evaluation framework, and the standards for the teaching profession prior to beginning their work.
3. The committees will establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.
4. Each committee agenda will be developed jointly by the co-chairpersons of the committee.
5. At each meeting, the committees will select an individual to act as the official recording scribe for that meeting.
6. Members of each of the committees will receive release time for committee work and training.
7. Minutes of the OTES meetings will be distributed to committee members, Association President and District Superintendent within 14 days following meetings of the committee.
8. The OTES committee may establish subcommittees to assist with their work.
9. Sub-committees will be jointly appointed by the Superintendent/designee and the Association President/designee.
10. The committee shall be authorized to utilize 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

J. Secretarial Support

The District may provide secretarial support and assistance to the committee. Responsibilities may include note taking, copying, committee notification, communications, distribution of materials, storage of confidential records, and other duties as needed.

K. Committee Authority

1. The OTES committee shall be responsible for jointly developing, reviewing and recommending the policy, procedure and process, including the evaluation

instrument for teacher evaluation.

a. Committee shall be elected by the membership and co-chaired by the building principal, responsible for reviewing and approving student growth measures for teacher(s) evaluations.

2. The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.
3. 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 must 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.
4. Upon ratification of the negotiated agreement, the Board shall amend its evaluation policy to conform to the terms of this agreement.
5. 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 will 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.
6. In the event of legislative action by the Ohio General Assembly or other binding government authority 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.

L. Orientation

1. **In August** of each year, or in the case of a new teacher, within thirty (30) days of the first day worked, each teacher shall be notified in writing of the name and position of his or her evaluator.
2. A teacher newly employed, or one reassigned after the beginning of the work year, shall be notified by the evaluator of the evaluation procedures in effect. Such written notification shall be within two (2) weeks of the first day in a new assignment.

M. Training

1. Training on the teacher evaluation procedure will be provided, at Board expense, for all credentialed evaluators and all teachers prior to the implementation of the evaluation procedure.
2. Training on the teacher evaluation procedure, the District policy and procedures, and the current grading system shall occur in **August** annually and shall include the tools, processes, methodology, and the use of student growth measure data.

N. Teachers

1. Each teacher shall be given a WTES Handbook on the purpose, mechanics and dimensions of the evaluation procedure.
2. WTES Handbook will be supplemented by specific group evaluation instrument training to familiarize teachers on how the evaluation instrument is designed and how the evaluation instrument will be utilized.
3. WTES Handbook and group evaluation instrument training shall be presented to the teachers not later than **August**, or in the case of a new teacher, upon employment with the District.

O. Joint Evaluation Instrument Training

The Board shall provide joint training for administrators and teachers that ensure awareness of and an understanding of all processes, forms and tools used in the evaluation procedure.

P. Schedule for Evaluation

1. No teacher shall be evaluated more than once annually.
2. The evaluation shall be completed no later than the **first day of May**, and the teacher being evaluated shall receive a written report of the results of this evaluation, including the assigned evaluation rating, not later than the **tenth day of May**.
3. If the Board has entered into a limited contract or 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.

Q. Criteria for Performance Assessment

1. Teacher's performance shall be assessed based on the standards for the teaching profession and the criteria set forth in the evaluation instrument, Appendix L to this agreement.
2. No teacher shall be evaluated on his or her work performance except based on the observations of the teacher by the teacher's assigned evaluator and the walkthroughs that are set forth in this agreement.
3. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
4. No misleading, inaccurate, untimely or undocumented information may become part of a teacher's performance assessment. All results and conclusions of performance assessments must be documented and supported by evidence.
5. A teacher shall not be held responsible for the impact to student learning objectives

if teacher absence exceeds 30 consecutive school days.

6. In implementing performance assessments, the District shall conduct assessments so as to observe the legal and constitutional rights of teachers, and no teacher performance information shall be completed by electronic devices without the knowledge of the teacher.

R. Schedule for Observations

1. A minimum of two (2) formal observations shall be conducted to support each performance assessment, unless the teacher's previous year evaluation has a Skilled or Accomplished summative rating.
    a. The first formal observation, beginning **September 30th** and completed by **January 15th**;
    b. The second formal observation completed by **April 15th** shall last a minimum of thirty (30) minutes. There shall be at least three (3) weeks between formal observations.
    c. If, after the second formal observation, a teacher's performance is found ineffective to the extent that adverse personnel action may result, a minimum of one additional observation shall be conducted.
2. A teacher with Skilled summative rating from the previous year will receive one Informal Observation and a post conference for two (2) consecutive years after earning the summative Skilled rating.

3. A teacher with Accomplished summative rating from the previous year will receive one Informal Observation and a post conference for three (3) consecutive years after earning the summative Accomplished rating.

S. Observation Conference

1. All formal observations shall be preceded by a meeting, at least 1 full school day prior, between the evaluator and the teacher in order for the teacher to explain plans and objectives for the work situation to be observed. The meeting shall be scheduled at least five (5) days in advance in order for the teacher to prepare.
2. A post-observation conference shall be held within five (5) days after each formal observation and shall be used to inform the teacher if observed instructional practices are aligned with the expectations that are identified in the teacher's professional growth or improvement plan. Where warranted, due to work demands on either the teacher or the evaluator or unusual circumstances, the evaluator and teacher will come to a mutual agreement to allow for a brief extension of the time period for the post observation conference.
3. A teacher may request a formal observation at any time in addition to those required by this procedure.

T. Walkthroughs

1. A walkthrough is a formative written assessment piece that focuses on one or more of the following components:
    a. Evidence of planning
    b. Lesson delivery
    c. Differentiation
    d. Resources
    e. Classroom environment
    f. Student engagement
    g. Assessment
    h. Professionalism
2. Prior notification shall be given prior to each walkthrough to identify the focus of the walkthrough.
3. The walkthrough shall be, at most, 15 consecutive minutes.
4. Online feedback shall occur no later than 24 hours after the walkthrough.
    a. The teacher shall be provided a copy of the walkthrough form, including all scripted and anecdotal documents relative to the walkthrough.
    b. No more than 2 walkthroughs shall be included in each evaluation cycle.
    c. Walkthroughs can be requested by teachers in addition to employer initiated walkthroughs; the walkthrough form must be used to ensure all aspects of the teacher performance are evidence based; it can be used for professional development purposes in lieu of summative evaluation.

U. Remediation of Deficiencies

1. Formal observations and walkthroughs resulting in the identification of performance deficiencies shall be addressed during the post-observation conference or the formal debriefing following a walkthrough. All deficiencies identified by the evaluator shall be compiled and reported in writing and a copy of the written report shall be provided to the teacher at the post-observation conference or formal debriefing.
2. The evaluator involved shall make recommendations and otherwise assist the teacher for the purpose of remediation of identified deficiencies.
3. The evaluator and teacher shall develop a plan for remediation of identified deficiencies and such plan shall be reduced to writing and provided to the teacher.
4. The remediation plan, as outlined in this section, shall detail:
    a. Performance issues documented as deficient
    b. Specific performance expectations
    c. The allocation of financial and other resources and assistance to be provided by the District to support professional development of the teacher
    d. Sufficient, specific timelines, not less than six(6) weeks, as to allow for the remediation of identified deficiencies.
    e. The provision for a trained teacher mentor/coach as appropriate. The

mentor/coach will be provided release time to allow for meetings/observations with the teacher under a remediation plan.

5. If a remediation plan is developed prior to **March 1**, those identified deficiencies shall be reevaluated as part of the performance assessment process for the remainder of the school year. A remediation plan for deficiencies that are successfully remediated during the remainder of the school plan shall be deemed completed.
6. Other observed deficiencies regarding failure to adhere to reasonable work rules and other documented deficiencies not noted during the formal observations or walkthroughs must be put in writing and provided to the teacher within three (3) contract days after the observed deficiency occurs. The evaluator shall provide, in writing, to a teacher any plan for remediation of identified deficiencies and shall include a reasonable time period for said remediation.

V. Finalization of Evaluation

1. Written Report
    a. Before the evaluation cycle is final, and not later than **May 10**, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.
2. Completion of Evaluation Cycle
    a. The summative evaluation of a teacher shall be based upon student growth measures resulting from assessments that were administered in the previous school year and performance that is assessed during the walkthroughs and formal observations that are conducted for the current school year. The evaluation shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report. The evaluation report shall be completed by **May 10**, signed by both parties, and sent to the superintendent.
    b. The Board shall evaluate each teacher assigned an evaluation rating of Skilled on the teacher's most recent evaluation conducted under this article once every two school years. In that case, the two (2) year 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
    c. The Board shall evaluate each teacher assigned an evaluation rating of Accomplished on the teacher's most recent evaluation conducted under this article once every three school years. In that case, the three (3) year

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.

3. Response to Evaluation

The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.

W. Professional Growth and Improvement Plans

1. Teachers with above expected levels of student growth shall develop a professional growth plan and may choose their credentialed evaluators for the evaluation cycle as set forth in this agreement.
2. Teachers with expected levels of student growth shall develop a professional growth plan collaboratively with the credentialed evaluators and will have input on their credentialed evaluators for the evaluation cycle as set forth in this agreement.
3. Teachers with below expected levels· of student growth shall develop an improvement plan with their credentialed evaluators. The Administration will assign the credentialed evaluator for the evaluation cycle and approve the improvement plan as set forth in this agreement.
    a. 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 the teacher mentor or another mutually agreed upon teacher of the District to facilitate further discussion between the teacher and the evaluator.
    b. For the purposes of this agreement, professional growth and improvement plans shall be based on the overall student growth measure level, and not for individual subjects or classes taught.
4. Professional growth and improvement plans for a school year shall be developed not later than **May 15th** of the prior school year.
5. Professional growth and improvement plans shall describe the specific performance expectations, resources and assistance to be provided.
6. The Board shall provide for professional development 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.
    a. A professional improvement plan is a clearly articulated assistance program for a teacher whose student growth measure dimension of the evaluation is below the expected level of student growth. For the purposes of this agreement, improvement plans shall be based on the overall student growth measure level, and not for individual subjects or classes taught.
    b. The professional improvement plan shall include:
        - Specific performance expectations, resources and assistance to be provided;
        - Timelines for its completion; and
        - Monetary, time, material, and human resources

7. Mentor Teacher (Coach) for Teachers on an Improvement Plan
    a. The District will provide teachers under an improvement plan with a trained mentor teacher (coach) who is not the credentialed evaluator. The mentor teacher will be provided release time to allow for meetings and/or observations with the teacher.
    b. Role and Qualifications of the Mentor Teacher
        i. The mentor teacher must have five (5) consecutive years of teaching experience in the district with one of the following: a) continuing contract status or b) five (5) year professional license.
        ii. The mentor teacher must be trained to act as a mentor through the ODE Instructional Mentoring Program.
        iii. The mentor teacher may be assigned to teachers with the same area of certification/license.
            - The mentor teacher must have an evaluation that demonstrates the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.
            - The mentor teacher does not have a formal evaluation role. The mentor's role is to support the growth of the educator as an instructional mentor through formative assessment tools.
    c. Release Time
        i. Each mentor teacher shall be granted release time for direct mentoring activities. Release time shall be separate from any other release time covered under this agreement and shall be coordinated by the building administrator.
    d. Protections
        i. Other than a notation to the effect that a teacher served as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of that staff member's evaluation.
        ii. A mentor teacher shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.
        iii. No mentor teacher shall be requested or directed to divulge information from the written documentation, or confidential mentor/mentee discussions.
        iv. All interaction, written or oral, between the mentor teacher and the teacher shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the mentoring teacher shall constitute grounds for immediate removal from his or her role as mentor teacher.
        v. At any time, the mentor teacher or the teacher may exercise the option to have a new mentor teacher assigned to the teacher. No specifics shall be given as basis for the exercise of this option and said change shall occur without prejudice or judgment to either the

mentor teacher or the teacher. This option may be exercised 2 times by the mentor teacher or the teacher.

e. Due Process
   i. Teachers who disagree with the level of student growth, the rating of performance and/or the summative, or overall evaluation rating, shall be allowed to request a different evaluator and such request shall be honored by the District.
   ii. A teacher shall be entitled to Union representation at any conference held during this
   iii. procedure in which the teacher will be advised of an impending adverse personnel action.
   iv. Failure by the District to adhere to any timeline or condition established in this agreement shall render the evaluation, including the summative rating, void and shall automatically require re-employment of the teacher under a continuing contract, if eligible, or an appropriate limited contract if the teacher is not eligible for a continuing contract
   v. Any violation of either procedural or substantive due process shall automatically require re-employment of the teacher under a continuing contract, if eligible, or an appropriate limited contract if the teacher is not eligible for a continuing contract.

f. Miscellaneous:
   i. 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 years of data have been collected and three evaluation cycles have been completed. Value-added and other student growth measure data derived from assessments taken in one school year shall be combined with performance ratings that are assigned in the next school year to assign a summative evaluation rating.
   ii. The first year of collected data for the evaluation procedure shall be derived from value-added and other student growth measure scores from assessments taken in the school year following the effective date of this agreement. The first evaluation cycle shall be completed by the **first day of May** of the second school year following the effective date of this agreement. An evaluation cycle shall not be completed until all teachers have been provided a written report of the results of the evaluation.
   iii. Until three years of data have been collected and three evaluation cycles have been completed, all decisions concerning the retention, promotion, removal, reduction or recall of any teacher shall continue to be governed by the terms set forth in this agreement.
   iv. The evaluation procedure shall not be used for any decision concerning the assignment, re-assignment or transfer of any teacher.

v. Three-year data and evaluation period resets whenever there is a change in a teacher's teaching assignment (e.g., building, grade level and/or subject matter).

ARTICLE X
RE-EMPLOYMENT OF RETIRED TEACHERS

A. Procedure

On occasion, the Board may find it desirable to re-employ a retired teacher. Therefore, the following procedure shall govern such re-employment:

Except as expressly modified herein, re-employed retirees may be members of the bargaining unit represented by the Westfall Education Association and shall be entitled to all terms, conditions, rights and benefits of the collective bargaining Agreement between the Association and the Board.

1. When the Board re-employs a retired teacher, the re-employed retiree shall be placed at Step 0 on the salary schedule.
2. The District will provide health insurance coverage only if STRS rules so require.
3. Re-employed retirees shall not be eligible to severance pay as outlined in Article III, paragraph 0, upon leaving the Westfall Local School District.
4. Re-employed retirees shall be placed on one-year limited regular teaching contracts that are automatically non-renewed. Re-employed retirees shall not be eligible for a continuing contract and have no rights or seniority if a reduction in force occurs.
5. The provisions of this Article and such salary, health care and contract matters will not be grievable under the grievance procedures of Article IV, nor through any claim or action filed before the State Employment Relations Board (SERB) or any court of law.
6. Retirees will be provided with a copy of this Article and asked to execute a release of claims against the Board and Association regarding the provisions of this Article
7. This Article shall supersede R.C. Sections 3317.13, 3317.14, 3319.11, 3319.111 and all other laws inconsistent with the Article.

ARTICLE XI
EFFECTS OF CONTRACT

A. Effects of Contracts

Any contract between the Board and an individual teacher shall be expressly subject to the terms and conditions of the agreement.

B. Publication of Negotiated Contract

The terms of this Agreement shall be published at shared expense under the direction of the Association and shall be distributed to each member of the bargaining unit and one

shall be placed in each building.

C. Severability

If any provision of this Agreement or any application of this Agreement to the Board, the Administration, or the Association is found to be unlawful, then such provision or application shall not be deemed valid, but all other provisions shall continue in full force and effect.

D. Duration

This Agreement shall be effective upon ratification by both parties. This Agreement shall continue in full force and effect through **June 30, 2028**.

In witness whereof, the parties have caused this Agreement to be executed on the 24 day of July, 2025.

Westfall Education Association

President, Katie Wynkoop

Vice President, Talea McGinnis

Westfall Local Schools Board of Education

Superintendent, Jason Fife

Treasurer, Joe Patote

Board President, Mark Ruff

APPENDIX A
SUPPLEMENTAL ASSIGNMENTS

The following extra-curricular assignments will carry increments based on the Class to which each duty is assigned. The experience level is defined as experience in the field or in the sport to which the teacher is assigned. Experience credit for up to 6 years outside the Westfall School District may be granted.

CLASS I
H.S. Head Football Coach- include summer practice
H.S. Head Basketball Coach (Boys)- includes Holiday practice
H.S. Head Basketball Coach (Girls)- includes Holiday practice
District Athletic Trainer (times the number of seasons per year)
District E-Rate Coordinator

CLASS II
H.S. Ass't. Football Coach (Max. 5 each) includes summer practice
H.S. Cross Country
H.S. Reserve Boys Basketball includes Holiday practice
H.S. Head Varsity Soccer (Girls)
H.S. Head Varsity Soccer (Boys)
H.S. Reserve Girls Basketball Coach - includes Holiday practice
H.S. Head Baseball Coach
H.S. Head Track Coach (Boys)
H.S. Head Track Coach (Girls)
H.S. Head Softball Coach (Girls)
H.S. Head Volleyball Coach
H.S. Head Golf Coach (Boys)
H.S. Head Golf Coach (Girls)
H.S. Head Wrestling Coach
H.S. Swing Choir Director
H.S./M.S. Musical Director
H.S. Ass't Basketball Coach- Girls
H.S. Ass't Basketball Coach- Boys
H.S. Bowling Coach – Boys and Girls
Future Problem Solvers (FPS) Advisor

CLASS III
H.S. Ass't. Boys Track Coach
H.S. Ass't. Girls Track Coach
H.S. Reserve Baseball Coach
H.S. Ass't Baseball Coach
H.S. Reserve Volleyball
H.S. Reserve Softball Coach

H.S. Ass't Softball Coach
H.S. Ass't Golf Coach
H.S. Freshman Volleyball Coach with full schedule and preseason practice
H.S. Reserve Wrestling Coach
H.S. Freshman Basketball Coach-Girls
H.S. Freshman Basketball Coach- Boys
M.S Football Coaches (4) includes summer practice
M.S 8th grade Boys Basketball Coach
M.S 7th Grade Boys Basketball Coach
M.S 8th grade Girls Basketball Coach
M.S. 7th Grade Girls Basketball Coach
M.S. Boys Track Coach
M.S. Girls Track Coach
M.S. Athletic Director
M.S. 8th grade Volleyball Coach
M.S. 7th grade Volleyball Coach
M.S. Golf
M.S. Cross Country
M.S. Wrestling
Assistant Girls Soccer Coach
Assistant Boys Soccer Coach
7th and 8th grade Co-ed Soccer
Assistant Wrestling Coach (Max 2)
H.S. eSports Coach (two each Fall and Spring)
H.S. Conditioning Supv (four separate contracts: Fall, Wi, Spr, Su)
High School Yearbook Advisor

CLASS IV
Jr. Sr. Prom Advisor(s)- includes fundraising
H.S. Technical/Orchestra Director
H.S. Freshman Volleyball Coach (reduced schedule)
National Honor Society Advisor
Flag Advisor (Step 3 max.)
M.S. Yearbook Advisor- Spring
Marching Band Assistant

CLASS V
HS Musical Choreographer
Cheerleader Advisor- Varsity Football
Cheerleader Advisor - Varsity Basketball
Cheerleader Advisor - Reserve Football
Cheerleader Advisor - Reserve Basketball
Cheerleader Advisor -Freshman Basketball
H.S Newspaper Advisor

H.S. Student Council Advisor
M.S. Student Council
In the Know Advisor
Band Camp Advisor
Mock Trial Advisor
8th Grade Washington, DC Advisor
Science Olympia
Math Counts
Art Club

CLASS VI
Cheerleader Advisor- M.S. Football
Cheerleader Advisor- 8th Grade Basketball
Cheerleader Advisor - 7th Grade Basketball
Home Game Manager Basketball (1)
Home Game Manager Football (1)- includes pre-sale of tickets and reserve seating
E.S. Student Council Advisor

CLASS VII
M.S. Newspaper Advisor (3) issues

CLASS VIII
UTILITY - To be assigned by Administrators , on a temporary basis.
The Board of Education reserves the right to fill or not fill any supplemental position. A supplemental contract committee shall be composed of the Superintendent, Treasurer, one Board member, one President of the Association, one coach, one association member who holds a supplemental contract and one Association member who is a non-coach. The Athletic Director(s) shall be a non-voting member of the committee. The committee shall consider any proposed changes and additions to the Supplemental contracts and/or placement in a class. The recommendation of the committee shall be presented to the Board, and the Board will either approve or reject the recommendation.

APPENDIX B
SUPPLEMENTAL COMPENSATION INDEX
2025

STEPS	INDEX	INDEX	INDEX	INDEX
0	0.100	0.060	0.040	0.030
1	0.110	0.065	0.045	0.035
2	0.120	0.070	0.050	0.040
3	0.130	0.080	0.055	0.0455
4	0.140	0.090	0.060	0.050
5	0.150	0.100	0.070	0.055
6	0.160	0.110	0.080	0.060
STEPS	INDEX	INDEX	INDEX	INDEX
0	0.020	0.015	0.010	0.005
1	0.025	0.020	0.015	0.006
2	0.030	0.025	0.020	0.006
3	0.035	0.030	0.025	0.0065
4	0.035	0.030	0.025	0.0065
5	0.035	0.030	0.025	0.0065
6	0.035	0.030	0.025	0.0065

APPENDIX B
SUPPLEMENTAL COMPENSATION INDEX
2026

STEPS	INDEX	INDEX	INDEX	INDEX
0	0.100	0.060	0.040	0.030
1	0.110	0.065	0.045	0.035
2	0.120	0.070	0.050	0.040
3	0.130	0.080	0.055	0.045
4	0.140	0.090	0.060	0.050
5	0.150	0.100	0.070	0.055
6	0.160	0.110	0.080	0.060

STEPS	INDEX	INDEX	INDEX	INDEX
0	0.020	0.015	0.010	0.005
1	0.025	0.020	0.015	0.006
2	0.030	0.025	0.020	0.006
3	0.035	0.030	0.025	0.0065
4	0.035	0.030	0.025	0.0065
5	0.035	0.030	0.025	0.0065
6	0.035	0.030	0.025	0.0065

APPENDIX B
SUPPLEMENTAL COMPENSATION INDEX
2027

STEPS	INDEX	INDEX	INDEX	INDEX
0	0.100	0.060	0.040	0.030
1	0.110	0.065	0.045	0.035
2	0.120	0.070	0.050	0.040
3	0.130	0.080	0.055	0.045
4	0.140	0.090	0.060	0.050
5	0.150	0.100	0.070	0.055
6	0.160	0.110	0.080	0.060
STEPS	INDEX	INDEX	INDEX	INDEX
0	0.020	0.015	0.010	0.005
1	0.025	0.020	0.015	0.006
2	0.030	0.025	0.020	0.006
3	0.035	0.030	0.025	0.0065
4	0.035	0.030	0.025	0.0065
5	0.035	0.030	0.025	0.0065
6	0.035	0.030	0.025	0.0065

APPENDIX C
SUPPLEMENTAL COMPENSATION
2025

STEPS	CLASS I	CLASS II	CLASS III	CLASS IV
0	4373	2624	1749	1312
1	4811	2843	1968	1531
2	5248	3061	2187	1749
3	5685	3499	2405	1968
4	6211	3936	2624	2187
5	6560	4373	3061	2405
6	6997	4811	3499	2624

STEPS	CLASS V	CLASS VI	CLASS VII	CLASS VIII
0	875	656	437	219
1	1093	875	656	241
2	1312	1093	875	262
3	1531	1312	1093	284
4	1531	1312	1093	284
5	1531	1312	1093	284
6	1531	1312	1093	284

APPENDIX C
SUPPLEMENTAL COMPENSATION
2026

STEPS	CLASS I	CLASS II	CLASS III	CLASS IV
0	4548	2729	1819	1364
1	5003	2956	2047	1592
2	5458	3184	2274	1819
3	5913	3638	2501	2047
4	6367	4093	2729	2274
5	6822	4548	3184	2501
6	7277	5003	3638	2729

STEPS	CLASS V	CLASS VI	CLASS VII	CLASS VIII
0	910	682	455	227
1	1137	910	682	250
2	1364	1137	910	273
3	1592	1364	1137	296
4	1592	1364	1137	296
5	1592	1364	1137	296
6	1592	1364	1137	296

APPENDIX C
SUPPLEMENTAL COMPENSATION
2027

STEPS	CLASS I	CLASS II	CLASS III	CLASS IV
0	4707	2824	1883	1412
1	5178	3060	2118	1648
2	5649	3295	2354	1883
3	6119	3766	2589	2118
4	6590	4237	2824	2354
5	7061	4707	3295	2589
6	7532	5178	3766	2824

STEPS	CLASS V	CLASS VI	CLASS VII	CLASS VIII
0	941	706	471	235
1	1177	941	706	259
2	1412	1177	941	282
3	1648	1412	1177	306
4	1648	1412	1177	306
5	1648	1412	1177	306
6	1648	1412	1177	306

APPENDIX D
SALARY INDEX
2025

	BA	BA +150	MA	MA +12	MA +25
	Index	Index	Index	Index	Index
0	1.000	1.050	1.100	1.125	1.150
1	1.045	1.100	1.155	1.180	1.205
2	1.090	1.150	1.210	1.235	1.260
3	1.135	1.200	1.265	1.290	1.315
4	1.180	1.250	1.320	1.345	1.370
5	1.225	1.300	1.375	1.400	1.425
6	1.270	1.350	1.430	1.455	1.480
7	1.315	1.400	1.485	1.510	1.535
8	1.360	1.450	1.540	1.565	1.590
9	1.405	1.500	1.595	1.620	1.645
10	1.450	1.550	1.650	1.675	1.700
11	1.495	1.600	1.705	1.730	1.755
12	1.540	1.650	1.760	1.785	1.810
13	1.585	1.700	1.815	1.840	1.865
14	1.630	1.750	1.870	1.895	1.920
15	1.675	1.800	1.925	1.950	1.975
20	1.72	1.850	1.980	2.005	2.030
25	1.77	1.900	2.030	2.060	2.080
30	1.815	1.950	2.085	2.115	2.135

APPENDIX D
SALARY INDEX
2026

[redacted]	BA	[redacted]	BA +150	[redacted]	MA	[redacted]	MA +12	[redacted]	MA +25
	Index		Index		Index		Index		Index
0	1.000		1.050		1.100		1.125		1.150
1	1.045		1.100		1.155		1.180		1.205
2	1.090		1.150		1.210		1.235		1.260
3	1.135		1.200		1.265		1.290		1.315
4	1.180		1.250		1.320		1.345		1.370
5	1.225		1.300		1.375		1.400		1.425
6	1.270		1.350		1.430		1.455		1.480
7	1.315		1.400		1.485		1.510		1.535
8	1.360		1.450		1.540		1.565		1.590
9	1.405		1.500		1.595		1.620		1.645
10	1.450		1.550		1.650		1.675		1.700
11	1.495		1.600		1.705		1.730		1.755
12	1.540		1.650		1.760		1.785		1.810
13	1.585		1.700		1.815		1.840		1.865
14	1.630		1.750		1.870		1.895		1.920
15	1.675		1.800		1.925		1.950		1.975
20	1.72		1.850		1.980		2.005		2.030
25	1.77		1.900		2.030		2.060		2.080
30	1.815		1.950		2.085		2.115		2.135

APPENDIX D
SALARY INDEX
2027

[redacted]	BA Index	[redacted]	BA +150 Index	[redacted]	MA Index	[redacted]	MA +12 Index	[redacted]	MA +25 Index
0	1.000		1.050		1.100		1.125		1.150
1	1.045		1.100		1.155		1.180		1.205
2	1.090		1.150		1.210		1.235		1.260
3	1.135		1.200		1.265		1.290		1.315
4	1.180		1.250		1.320		1.345		1.370
5	1.225		1.300		1.375		1.400		1.425
6	1.270		1.350		1.430		1.455		1.480
7	1.315		1.400		1.485		1.510		1.535
8	1.360		1.450		1.540		1.565		1.590
9	1.405		1.500		1.595		1.620		1.645
10	1.450		1.550		1.650		1.675		1.700
11	1.495		1.600		1.705		1.730		1.755
12	1.540		1.650		1.760		1.785		1.810
13	1.585		1.700		1.815		1.840		1.865
14	1.630		1.750		1.870		1.895		1.920
15	1.675		1.800		1.925		1.950		1.975
20	1.72		1.850		1.980		2.005		2.030
25	1.77		1.900		2.030		2.060		2.080
30	1.815		1.950		2.085		2.115		2.135

APPENDIX E
SALARY SCHEDULE
2025

4.0% INCREASE

[redacted]	BA	[redacted]	BA +150	[redacted]	MA	[redacted]	MA +12	[redacted]	MA +25
0	43,732		45,919		48,105		49,199		50,292
1	45,700		48,105		50,510		51,604		52,697
2	47,668		50,292		52,916		54,009		55,102
3	49,636		52,748		55,321		56,414		57,508
4	51,604		54,665		57,726		58,820		59,913
5	53,572		56,852		60,132		61,225		62,318
6	55,540		59,038		62,537		63,630		64,723
7	57,508		61,225		64,942		66,035		67,129
8	59,476		63,411		67,347		68,441		69,534
9	61,443		65,598		69,753		70,846		71,939
10	63,411		67,785		72,158		73,251		74,344
11	65,379		69,971		74,563		75,656		76,750
12	67,347		72,158		76,968		78,062		79,155
13	69,315		74,344		79,374		80,467		81,560
14	71,283		76,531		81,779		82,872		83,965
15	73,251		78,718		84,184		85,277		86,371
20	75,219		80,904		86,589		87,683		88,776
25	77,406		83,091		88,776		90,088		90,963
30	79,374		85,277		91,181		92,493		93,368

APPENDIX E
SALARY SCHEDULE
2026

4.0% INCREASE

	BA	BA +150	MA	MA +12	MA +25
0	45,481	47,755	50,029	51,166	52,303
1	47,528	50,029	52,531	53,668	54,805
2	49,574	52,303	55,032	56,169	57,306
3	51,621	54,577	57,533	58,670	59,808
4	53,668	56,851	60,035	61,172	62,309
5	55,714	59,125	62,526	63,673	64,810
6	57,761	61,399	65,038	66,175	67,312
7	59,808	63,673	67,539	68,676	69,813
8	61,854	65,947	70,041	71,178	72,315
9	63,901	68,222	72,542	73,679	74,816
10	65,947	70,496	75,044	76,181	77,318
11	67,994	72,770	77,545	78,682	79,819
12	70,041	75,044	80,047	81,184	82,321
13	72,087	77,318	82,548	83,685	84,822
14	74,134	79,592	85,049	86,186	87,324
15	76,181	81,866	87,551	88,688	89,825
20	78,227	84,140	90,052	91,189	92,326
25	80,501	86,414	92,326	93,691	94,600
30	82,548	88,688	94,828	96,192	97,102

APPENDIX E
SALARY SCHEDULE
2027

3.5% INCREASE

[redacted]	BA	[redacted]	BA +150	[redacted]	MA	[redacted]	MA +12	[redacted]	MA +25
0	47,073		49,427		51,780		52,957		54,134
1	49,171		51,780		54,369		55,546		56,723
2	51,310		54,134		56,958		58,135		59,312
3	53,428		56,488		59,547		60,724		61,901
4	55,546		58,841		62,136		63,313		64,490
5	57,664		61,195		64,725		65,902		67,079
6	59,783		63,549		67,314		68,491		69,668
7	61,901		65,902		69,903		71,080		72,257
8	64,019		68,256		72,492		73,669		74,846
9	66,138		70,610		75,081		76,258		77,435
10	68,256		72,963		77,670		78,847		80,024
11	70,374		75,317		80,259		81,436		82,613
12	72,492		77,670		82,848		84,025		85,202
13	74,611		80,024		85,437		86,614		87,791
14	76,729		82,378		88,027		89,203		90,380
15	78,847		84,731		90,616		91,792		92,969
20	80,966		87,085		93,205		94,381		95,558
25	83,319		89,439		95,558		96,970		97,912
30	85,437		91,792		98,147		99,559		100,501

APPENDIX F
WESTFALL LOCAL SCHOOL DISTRICT
EMPLOYEE LEAVE FORM

Each staff member who is absent from duties must complete this form and give it to the PRINCIPAL OR SUPERVISOR. The Principal/Supervisor will sign, keep a copy, and send a copy to the Treasurer/Superintendent. A copy will also be provided to the staff member.

I certify that I was absent from work on the dates indicated below for reasons as indicated.

PRINT NAME:_____

DATE OF ABSENCE	SUBSTITUTE
1. _____	1. _____
2. _____	2. _____
3. _____	3. _____

REASON FOR ABSENCE: (Please check appropriate leave. See the WEA Negotiated Agreement for rules and stipulations).

SICK LEAVE

_____ Personal Illness

_____ Illness in Family

_____ Personal Leave (total of 3)

_____ Professional Leave – Two Weeks Advanced Notice (Title/Type):_____

_____ Mileage Reimbursement Request (P.O. Attached):_____

_____ MapQuest (Documentation Attached)

_____ Other Leave (Explanation):_____

_____ _____

Employee Signature Principal/Supervisor Signature

_____ _____ _____

Date Approved Disapproved

APPENDIX G
PARENTAL LEAVE FORM*

(To be filed with the Superintendent, 60 days prior to the anticipated commencement of leave)

NAME:_____

SCHOOL:_____

POSITION:_____

Check one of the following:

_____ I wish to take leave for reasons of maternity. I wish to remain out for the period of disability.

_____ I wish to take leave for reasons of child-rearing. I wish to remain out of work for the duration of this school year. I understand that I am entitled to return to a position similar to the position vacated, but not necessarily the position vacated

Anticipated date of delivery is:_____

Approximate ending date of Leave:_____

Teachers should notify the Superintendent as soon as possible of the precise dates of each of the above in writing. Teachers are reminded to review the Master Contract between the Board and the Association relative to notification dates, insurance benefits, etc.

_____

Signature of Teacher Date

_____

Signature of Superintendent Date

*Complete in duplicate – one-copy to be retained by the Superintendent, one copy to be retained to the teacher

APPENDIX H
GRIEVANCE REPORT

Grievance # _____

SUBMIT TO PRINCIPAL IN TRIPLICATE_____

BUILDING_____

ASSIGNMENT_____

NAME OF GRIEVANT_____

DATE FILED_____

STEP I

A. Date Cause of Grievance occurred:_____

B. Statement of Grievance:_____

1. Specific Section(s) of the agreement alleged to be violated, misrepresented, or misapplied.

   _____

2. Relief Sought:_____

Signature:_____ Date:_____

C. Disposition by Principal:_____

Signature:_____ Date:_____

STEP II

A. Position of Grievant:_____

B. Date Received by Superintendent or Designee:_____

C. Disposition by Superintendent or Designee:_____

Signature: _____ Date: _____

STEP III

A. Position of Grievant:_____

B. Date Received by Board of Education or Designee:_____

C. Disposition of Board of Education or Designee:_____

Signature: _____ Date: _____

STEP IV (ARBITRATION)

A. Position of Grievant:_____

Signature: _____ Date: _____

A grievance may be withdrawn at any level without prejudice or record.

Westfall Local Schools
OTES Handbook

Table of Contents

Acknowledgements.....3

Ohio Teacher Evaluation System Framework.....4

Professional Growth Plan or Improvement Plan.....5

Ohio Teacher Evaluation System 2.0 Model: Definition of Teacher Effectiveness...

Ohio Teacher Evaluation System 2.0 Model: Organization.....7

Assessment of Teacher Performance.....11

Combining Measures to Determine a Final Holistic Rating.....14

Timelines.....18

Teacher Checklist.....20

Evaluator Checklist.....21

Links to Teacher Evaluation Forms and Examples.....22

Acknowledgements

Jason Fife- Superintendent

OTES Team Members
Elementary Members
Lisa Lightle- Kindergarten Teacher
Joy Sharrett- Title One Reading Intervention
Marci Wippel- Second Grade Teacher
Abby Woods- Second Grade Teacher

Middle School Members
Jerry Mathewson – Social Studies Teacher
Kathy Fuller- Visual Arts Teacher

High School Members
Heather Hook- Ninth Grade English Teacher
Kate Schoonover- Tenth Grade English Teacher

District Administrators
Dana Ortman – High School Principal
Rachel Scior – Middle School Principal
Matt Pentiuk – Middle School Assistant Principal
Amanda Patterson – Elementary School Principal
Lesley Wolfe – Elementary School Assistant Principal
Amy Fox – Director of Student Services

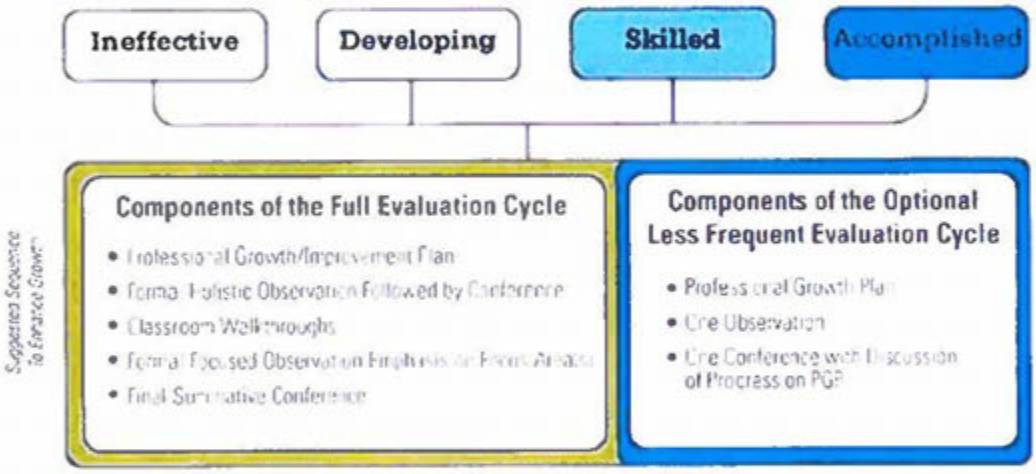
OTES 2.0 Facilitator
Amy Fox – Director of Student Services

WEA Representative
Katelyn Wynkoop

Ohio Teacher Evaluation System (OTES 2.0) Framework*

The State Board of Education values the importance of promoting educator professional growth that leads to improved instructional performance and student learning. OTES 2.0 is a professional growth model and is intended to be used to continually assist educators in enhancing teacher performance. An effective professional growth model considers a teacher's instructional strengths, while supporting identified areas for improvement according to the profile of each educator. This process is to be collaborative, ongoing and supportive of the professional growth of the teacher.

Each teacher will be evaluated according to Ohio Revised Code and the ***Ohio Teacher Evaluation Framework,*** which is aligned with the ***Ohio Standards for the Teaching Profession*** adopted under state law. Using multiple factors set forth in the Framework, the teacher's Final Holistic Rating will be based upon a combination of informal and formal observations and supporting evidence using the ***Teacher Performance Evaluation Rubric.***



Essential Components

Essential components of the full evaluation consist of a Professional Growth Plan or Improvement Plan, two required conferences, two formal observations of at least 30 minutes each and at least two classroom walkthroughs. See details below:

- One Formal Holistic Observation, followed by a conference:
- Walkthroughs – *with an emphasis on identified focus area(s) when applicable*;
- One Formal Focused Observation – *with an emphasis on identified focus area(s)*; and
- One Summative Conference.

Professional Growth and Improvement Plans

Either a Professional Growth Plan or an Improvement Plan will be developed annually. Each plan will be:

- Based upon the results of the evaluation; and
- Aligned to any existing school district or building improvement plan.

The local board of education may elect to evaluate less frequently each teacher rated Accomplished on the teacher's most recent evaluation once every three years, provided the teacher submits a self-directed Professional Growth Plan (PGP) to the evaluator, and the evaluator determines the teacher is making progress on that plan. The Professional Growth Plan shall focus on the most recent evaluation and observations. Less frequent evaluations must include one observation and one conference.

- *Teachers with ratings of Accomplished may choose their credentialed evaluator/or the evaluation cycle.*

The local board of education may evaluate less frequently each teacher rated Skilled on the teacher's most recent evaluation once every two years, provided the teacher and evaluator jointly develop a Professional Growth Plan (PGP) for the teacher, and the evaluator determines the teacher is making progress on that plan. The Professional Growth Plan shall focus on the most recent evaluation and observations. Less frequent evaluations must include one observation and one conference.

- A teacher with a final holistic rating of Skilled may have input on the selection of their credentialed evaluator for the evaluation cycle.
- A teacher with a final holistic rating of Developing will develop a Professional Growth Plan (PGP) that is guided by the assigned credentialed evaluator
- A teacher with a final holistic rating of ineffective will be placed on an Improvement Plan developed by the assigned credentialed evaluator

High-Quality Student Data to Inform Instruction and Enhance Practice

Choosing and using high-quality student data (HQSD) to guide instructional decisions and meet student learning needs is key in making sound instructional decisions for students. The teacher evaluation will use at least two measures of district determined high-quality student data to provide evidence of student learning attributable to the teacher being evaluated. When applicable to the grade level, or subject area taught by a teacher, HQSD shall include the value-added progress dimension and the teacher shall use at least one other measure of HQSD to demonstrate student learning. HQSD may be used as evidence in any component of the evaluation where applicable.

It is recognized there are many types of data that can be used to support student learning, and the data include much more than just test scores. These types of data and their uses are important and shall continue to be used to guide instruction and address the needs of the whole child but may not meet the definition of high-quality student data for the purpose of teacher evaluation.

The HQSD instrument must be reviewed by locally determined education experts to meet all of the following:

- Align to learning standards
- Measure what is intended to be measured
- Be attributable to a specific teacher for course(s) and grade level(s) taught
- Demonstrate evidence of student learning (achievement and/or growth)
- Follow protocols for administration and scoring
- Provide trustworthy results
- Not offend or be driven by bias
- Must use the data generated from the high-quality student data instrument by
- Critically reflect upon and analyze available data, using the information as part of an ongoing cycle of support for student learning
- Consider student learning needs and styles, identify the strengths and weaknesses of an entire class, as well as individual students
- Inform instruction and adapt instruction to meet student need based upon the information gained from the data analysis
- Measure student learning (achievement and/or growth) and progress towards achieving state and local goals

Teachers will use HQSD instrument options listed below. Teachers will utilize the two which most appropriately apply to their grade, subject, or course. If Value- Added is available for a teacher, it MUST be

used as one of the chosen measures. For example, an 8th grade math teacher will use Value-Added and another option of their choice. An elementary art teacher may use an approved quarterly pre/post assessment and an approved course rubric throughout the year.

1. Value-Added
2. iReady
3. PS ELA or Kindergarten KRA
4. NWEA MAP (5th and 8th grade Science)
5. Dibels or other locally approved vendor
6. Approved short cycle pre/post tests (Voyager Passport)
   - Measures shall but more often than semester
7. Approved course rubric I portfolio (art, music, performance classes, electives)

Westfall Local Schools will be using the following process for teachers who do not have Value- Added data linked here: HQSD Process
Links to other HQSD resources:

- Battelle Fine Arts Assessments
- Arts Assessment for Learning:
- Performance Assessments for the Arts
- Ohio Vendor Approved
- Sample Benchmark Assessments

Additional Requirements

Teachers must be provided with a written report of the results of their evaluation.

Additionally, at the local level, the board of education will include in its evaluation policy procedures for using the evaluation results for retention and promotion decisions and removal of poorly performing teachers. Seniority will not be the basis for teacher retention decisions, except when deciding between teachers who have comparable evaluations.

The local board of education will provide for the allocation of financial resources to support professional development for all teachers. The local board of education will also ensure that poorly performing teachers are provided with professional development to accelerate and continue teacher growth.
LEGAL REFS. ORC 3319.111; 3319.112

Definition of Teacher Effectiveness

After extensive research, Ohio education practitioners developed the definition of teacher effectiveness found below. The Ohio Standards for the Teaching Profession also use this definition. Research supports the direct connection between effective teaching and student learning. Inherent in this definition is the expectation that all students will demonstrate learning (growth and/or achievement) based on HQSD measures.

Ohio Standards for the Teaching Profession state effective teachers

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

These characteristics are demonstrated in the Teacher Performance Evaluation Rubric.

Ohio Teacher Evaluation System 2.0 Model: Organization

The Ohio Teacher Evaluation System 2.0 Model is designed to support implementation of the State Board of Education approved teacher evaluation system. This document includes required components and best practices to help schools and districts as they support individual professional growth. The Ohio Teacher Evaluation System 2.0 is a professional growth model designed to help educators continually improve their performance. This process is to be collaborative, ongoing and support teachers' professional growth.
This model is organized according to best practices in teacher evaluation

- Implementing the OTES 2.0 Model: Professional Growth Plan or Improvement Plan
- Implementing the OTES 2.0 Model: Assessment of Teacher Performance
- Implementing the OTES 2.0 Model: Observation Process
- Implementing the OTES 2.0 Model: Use of High-Quality Student Data
- Using Evidence to Inform Performance Rating
- Assessment of Teacher Performance: Appendix A - Teacher Performance Evaluation Rubric
- Implementing the OTES 2.0 Model: Appendix B - District-Level Decisions: Best Practice Implementation
- Suggested Forms to be used

Professional Growth Plan or Improvement Plan

A teacher's Professional Growth Plan or Improvement Plan is based on the Final Holistic Rating from the most recent evaluation and observations. However, districts have discretion to place any teacher on an Improvement Plan at any time based on deficiencies in any individual component of the evaluation system. The notice requirements for being placed on an Improvement Plan, the components of the plan and the implementation process for the plan may be subject to the terms of a collective bargaining agreement.
PGP Directions

Selection of Appropriate Plan

Annually, each teacher must develop either a Professional Growth Plan or Improvement Plan.
This plan must be:

- Based on the results of the evaluation available in the current district (see Figure 1); and
- Aligned to any school district and/or building improvement plan(s).

A teacher who is new to the profession or district develops a Professional Growth Plan collaboratively with the evaluator.
A teacher with a Final Holistic Rating of Accomplished develops a self-directed Professional Growth Plan annually.
A teacher with a Final Holistic Rating of Skilled develops a Professional Growth Plan annually, working jointly with the evaluator.
A teacher with a Final Holistic Rating of Developing develops a Professional Growth Plan annually, guided by the evaluator.
A teacher with a Final Holistic Rating of Ineffective will be placed on an Improvement Plan developed by the evaluator.

Professional Conversations and Progress Checks

Each year, as a teacher and evaluator work together through the evaluation process, several conferences take place. This creates opportunities for professional conversation or direction about performance, goals and progress, and needed support. The evaluator and teacher shall discuss opportunities for professional development to address needs that become evident in the evaluation process. To strengthen teacher professional practice, the Professional Growth Plan or Improvement Plan must be an integral part of the evaluation process. These plans shall be reviewed regularly and updated as necessary, based on collaborative conversations between the evaluator and teacher.

Establishing Goals

The Ohio Teacher Evaluation System 2.0 goal-setting process is a way for teachers to enhance or improve specific aspects of teaching. Clear professional goals identify the focus and direction for improving practice and make a direct impact on student learning. Meaningful goals help teachers attain higher levels of performance and effectiveness. The Professional Growth Plan (PGP) shall focus on only one or two goals.

To make a positive impact on instruction and achievement, goals must be:

- An accurate assessment of teacher performance and student learning needs.
- Developed using multiple data sources, including self-assessment based on the standards,
- high-quality student learning data, and identified focus area(s).
- Aligned to any school district and/or building improvement plan(s)
- Aligned to the vision and mission of any plan(s)
- Measurable with evidence of progress toward the one or two goals
    - Evidence may be qualitative, quantitative or both.

During the PGP process, conversations related to PGP shall occur during any pre, post, or final summative conferences. However, the evaluator or the teacher may also request additional meetings to develop the PGP.

Reflective practice is a way for teachers to consider what they know and are able to do, thereby identifying areas of strength and those for further development. Districts may decide which of the following tools help their teachers engage in the reflection and self-assessment processes. Schools can use parts or all of the three tools below, which also appear on the Ohio Department of Education website: OTES 2.0 Using the Standards for the Teaching Profession for Self-Assessment-At broader scope, this guidance will help teachers begin reflecting on their practice, knowledge and skills related to the Ohio Standards for the Teaching Profession. OTES Rubric The document poses questions to probe teachers' strengths and potentials for growth in each standard area.

- Ohio Continuum of Teacher Development: A Resource Tool for Educators-Teachers may want to reflect more deeply on their practices using this tool. The Ohio Continuum of Teacher Development Link to Page is designed to support educators as they develop the skills and knowledge they need to offer the highest-quality education to Ohio students. The continuum is based on the Ohio Standards for the Teaching Profession and describes teachers' development throughout their careers. The document includes a column for recording supporting evidence.
- Self-Assessment Summary Tool-Finally, after teachers have used one or both of the above tools, they can use the Self-Assessment Summary Tool to identify areas of strength and growth, think about sources of evidence, and establish priorities to enhance practice overall. After teachers establish these priorities, they shall use them to help develop goals for the Professional Growth Plan and to guide them and their evaluators in the identification of focus area(s).

Analysis Of Available Data In The Self-Assessment Process

Effective teachers regularly review evidence of their students' learning to assess their current performance against a set of learning goals. Examining student work gives teachers opportunities to assess the impact of their teaching on student progress, identify specific learning needs and consider how to adjust instruction

accordingly. It is important for teachers to examine a range of data types and sources to ensure they have a comprehensive understanding of what their students know and can do. This supports teachers in designing and implementing appropriate learning activities that foster students' growth over time. Teachers shall examine a variety of sources to create a comprehensive picture of the students they teach. They must analyze at least two sources of high-quality student data, then use that data to support student learning and enhance instructional practices. It is recognized that teachers can use many kinds of data to support student learning.

- Demographic data about students and their schools and districts. This could include age ranges, socioeconomic status, attendance or graduation rates;
- Student learning needs, academic performance and progress; and
- Perception data drawn from students, parents or a school working conditions survey.

To gather data, teachers and district personnel may consult

- District and building Ohio School Report Cards
- Education Management Information System reports for a class or class period;
- Test data
- Other data sources as needed or available

Progress On The Professional Growth Plan

During the PGP process, conversations related to PGP shall occur during any pre, post, or final summative conferences. However, the evaluator or teacher may also request additional meetings to develop the PGP.

The local board of education may evaluate less frequently each teacher who received a rating of Accomplished or Skilled on the most recent evaluation, so long as the teacher submits a Professional Growth Plan that focuses on areas identified in the observations and evaluation and the evaluator determines the teacher is making progress on the plan. In any year the teacher is not fully evaluated, the evaluation must include one formal or informal observation, whichever the district determines, and one conference that includes a discussion of the teacher's progress on the plan.

Improvement Plan

The Ohio Teacher Evaluation System 2.0 calls for an educator who has a Final Holistic Rating of Ineffective to be placed on a written Improvement Plan. However, districts have discretion to place any teacher on an Improvement Plan at any time based on any individual deficiency in the evaluation system. The notice requirements for being placed on an Improvement Plan, the components of the plan and the implementation process for the plan may be subject to the terms of a collective bargaining agreement. The purpose of an Improvement Plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If the teacher does not take the corrective actions within the time specified in the Improvement Plan, the evaluator may make a recommendation either to dismiss the teacher or continue the plan.

When an administrator initiates an Improvement Plan, he or she must:

- Identify, in writing, the specific area(s) for improvement, aligned to the Ohio Standards for the Teaching Profession;
- Specify, in writing, the level of performance the teacher is expected to reach and a reasonable timeframe to correct the deficiencies;
- Develop and implement a written plan for improvement that will be initiated immediately and include available resources and assistance;
- Determine additional education or professional development the teacher needs to improve in the identified area(s); and
- Gather evidence of progress or lack of progress

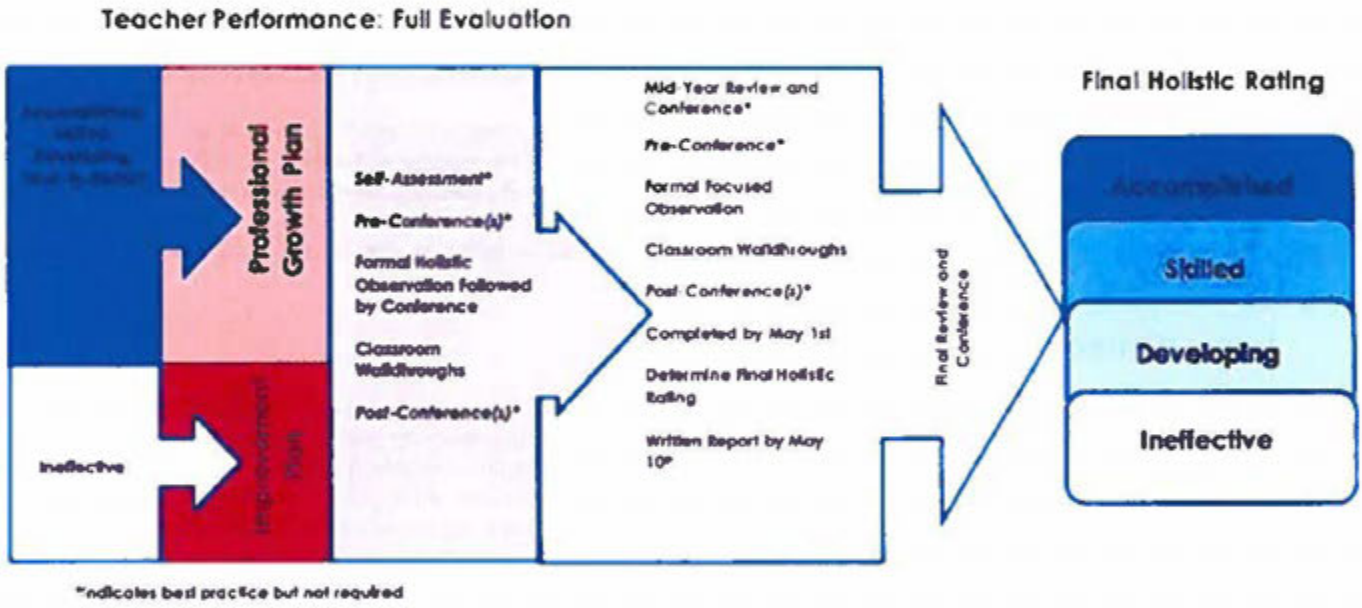
An evaluator must reassess the educator's performance in accordance with the written plan. This reassessment will include multiple performance observations. When the reassessment is completed, when

the evaluator has documented an acceptable level of performance improvement, the teacher shall transition to a Professional Growth Plan. When the teacher's performance remains Ineffective, the administrator shall reinstate the Improvement Plan with additional recommendations for improvement or take the necessary steps to recommend dismissal.

Assessment of Teacher Performance

All teachers, at all stages of their careers, will be assessed on their expertise and performance in the classroom and school settings. A teacher who has a Final Holistic Rating of **Accomplished** may choose the credentialed evaluator. A teacher with a Final Holistic Rating of **Skilled** may have input in selecting the credentialed evaluator. A teacher with a Final Holistic Rating of **Developing** or **Ineffective will** be assigned a credentialed evaluator. A credentialed evaluator is one who holds a state-approved ***Ohio Teacher Evaluation System* 2.0** credential and the following:

- Holds the proper certification or licensure to be an evaluator; *or*
- Has been designated as an evaluator by the local board of education.



FINAL March 27, 2020

Ohio Department of Education

The Formal Observation Process: Best Practice Implementation

Observations of teaching provide important evidence for assessing a teacher's performance and effectiveness. As an evaluator observes a teacher engaging students in learning, the evaluator can collect valuable evidence on multiple levels. Ongoing communication and collaboration between the evaluator and teacher during the formal observation process help foster a supportive, productive professional relationship that leads to professional growth and development Based on best practices, the formal observation process consists of preconferences, classroom observations and walkthroughs, and post-conferences.

Special Note:
Full cycle - pre-conference is required first round, optional for second round for employee
Off cycle – pre-conference is optional for employee

Pre-Conference: Planning And Observation Of Classroom Teaching And Learning

At the pre-conference, the evaluator and teacher discuss what the evaluator will observe during the classroom visit The teacher shares important information about the characteristics of the learners and learning environment as well as the lesson objectives and how student learning will be assessed. The pre-conference gives the teacher an opportunity to identify areas in which s/he would like feedback during the classroom observation. The pre-conference gives the teacher an opportunity to provide evidence of student learning that may not be visible during the observations. This conversation takes place during a formal meeting, and the evaluator shall keep a record of the date_ After the pre-conference, best practice calls for scheduling a formal observation to observe the lesson discussed.

The purpose of the pre-conference is to provide the evaluator and teacher an opportunity to discuss

- Date of lesson
- Lesson or unit objective(s)
- Prior learning experiences of the students
- Characteristics of the learners and learning environment
- Instructional strategies the teacher will use to meet the lesson objective(s)
- Student activities and materials
- Differentiation based on students' needs
- Assessment data to be collected to demonstrate student learning/ high-quality student data.

Formal Holistic Observation Followed By A Conference

A formal observation consists of an evaluator visiting during one class period or viewing a class lesson. The evaluator shall observe an entire class period or lesson or for a minimum of 30 minutes. The evaluator must announce formal observations. During the classroom observation, the evaluator documents specific information related to teaching and learning. The evaluator then will analyze each observation using the Teacher Performance Evaluation Rubric. The evaluator writes a narrative summary to document each formal observation. Formal observations will not include videotaping or sound recordings except with the written permission of the teacher. Teachers who are fully evaluated will receive a minimum of two formal observations. Teachers who are being considered for nonrenewal and have a limited or extended limited contract will receive a minimum of three formal observations.

The first formal observation consists of the evaluator documenting all observed areas on the rubric as well as information collected through the pre-conference. A conference between the teacher and evaluator will occur after the Formal Holistic Observation to determine the identified area(s) of focus. The focus may be area(s) of strength, area(s) for improvement, or both. Teachers with a Final Holistic Rating of Accomplished will select their own focus area(s). Teachers with a Final Holistic Rating of Skilled will select focus area(s) in collaboration with their evaluator. Teachers with a Final Holistic Rating of Developing will receive guidance from their evaluator to determine focus area(s). Evaluators will select the focus area(s) for teachers with a Final Holistic Rating of Ineffective.

Special Note:
Full cycle – pre-conference is required first round, optional for second round for the employee (full and off)
Off cycle - pre-conference is optional for employee

Formal Focused Observation-With An Emphasis On Identified Focus Area(s)

The second formal observation will be a focused one that may occur later in the school year. It must be announced. A Formal Focused Observation is at least 30 minutes in length and emphasizes the focus area(s) identified after the earlier Formal Holistic Observation. Its purpose is to ensure the teacher receives the support necessary for growth in the focus area(s). While evaluators must collect sufficient evidence related to the identified focus area(s), they also must document sufficient evidence to support a Final Holistic Rating at the end of the evaluation cycle.

Classroom Walkthroughs/Informal Observations-With An Emphasis On Identified Focus Areas(s)

Teachers who are fully evaluated will receive at least two classroom walkthroughs. These may be announced or unannounced. Classroom walkthroughs are informal observations of less than 30 minutes with an emphasis on identified focus area(s) when applicable. The focus may be area(s) of strength, area(s) for improvement, or both.
Note that during walkthroughs and the Formal Focused Observation, evaluators arc not limited to collecting evidence on the identified focus area(s). Evaluators must ensure they have sufficient evidence to provide a Final Holistic Rating at the end of the evaluation cycle.

Post-Conference: Reflection

The post-conference is designed to support teacher reflection. It also provides feedback to the teacher on the observed lesson and coaching opp01tunities for the evaluator to identify strategies and resources for the teacher to incorporate to increase effectiveness. Following the lesson, the teacher reflects to determine if students met the learning outcome(s). The evaluator makes recommendations and commendations that may become part of the teacher's evaluation. The evaluator and teacher collaborate to make recommendations on the teacher's Professional Growth Plan or Improvement Plan. In general, the post-conference discussion between the evaluator and teacher shall focus on the identified area(s) of support. At this conference, the teacher may bring additional evidence from the observed lesson for the evaluator to consider before determining a Final Holistic Rating. Other key elements of the post-conference are determining area(s) of focus and discussing progress on the focus area(s).

Combining Measures to Determine a Final Holistic Rating

A teacher evaluation system calls for ongoing collaboration and honest conversation between teachers and evaluators. The foundation of such a system is the transparent, collaborative gathering and sharing of evidence that informs the teacher performance rating. Teacher practices are observable in the classroom. The Ohio Teacher Evaluation System 2.0 describes opportunities for the teacher and evaluator to discuss evidence, build a common understanding of a teacher's current practice and identify areas for future growth. Regular check-ins also help the evaluator manage the responsibilities of gathering and organizing evidence with the teacher. These check-ins encourage evaluators to document teacher practices as they occur.

The Teacher Performance Evaluation Rubric is to be used to promote educator professional growth that leads to improved instructional performance. Using a growth model when evaluating teachers is essential to improving the quality of instruction that students receive. Such a model recognizes the teacher's instructional strengths, while identifying and supporting improvement where needed. When completing the performance rubric, evaluators are not expected to gather evidence on all indicators for each observation cycle. Teachers

should, but are not required to, bring additional evidence to address all indicators for each observation cycle. However, for teachers on the full evaluation cycle, evaluators shall make sure they have gathered sufficient evidence before the end of the evaluation cycle to provide ratings for each component. This helps evaluators determine the Final Holistic Rating.

Teacher performance is to be scored holistically. This means evaluators will assess which performance level provides the best overall description of the teacher's practice. The evaluator is to consider evidence gathered during any pre-conferences, the formal observations, the post-conference(s), classroom walkthroughs, and evidence of practice and professionalism. Districts that choose to evaluate teachers rated Accomplished or Skilled on a less frequent evaluation cycle will conduct an observation and a conference that must include a discussion of progress on the teacher's Professional Growth Plan.

Review of the Teacher Performance Evaluation Rubric

The Teacher Performance Evaluation Rubric describes teacher performance in three organizational areas

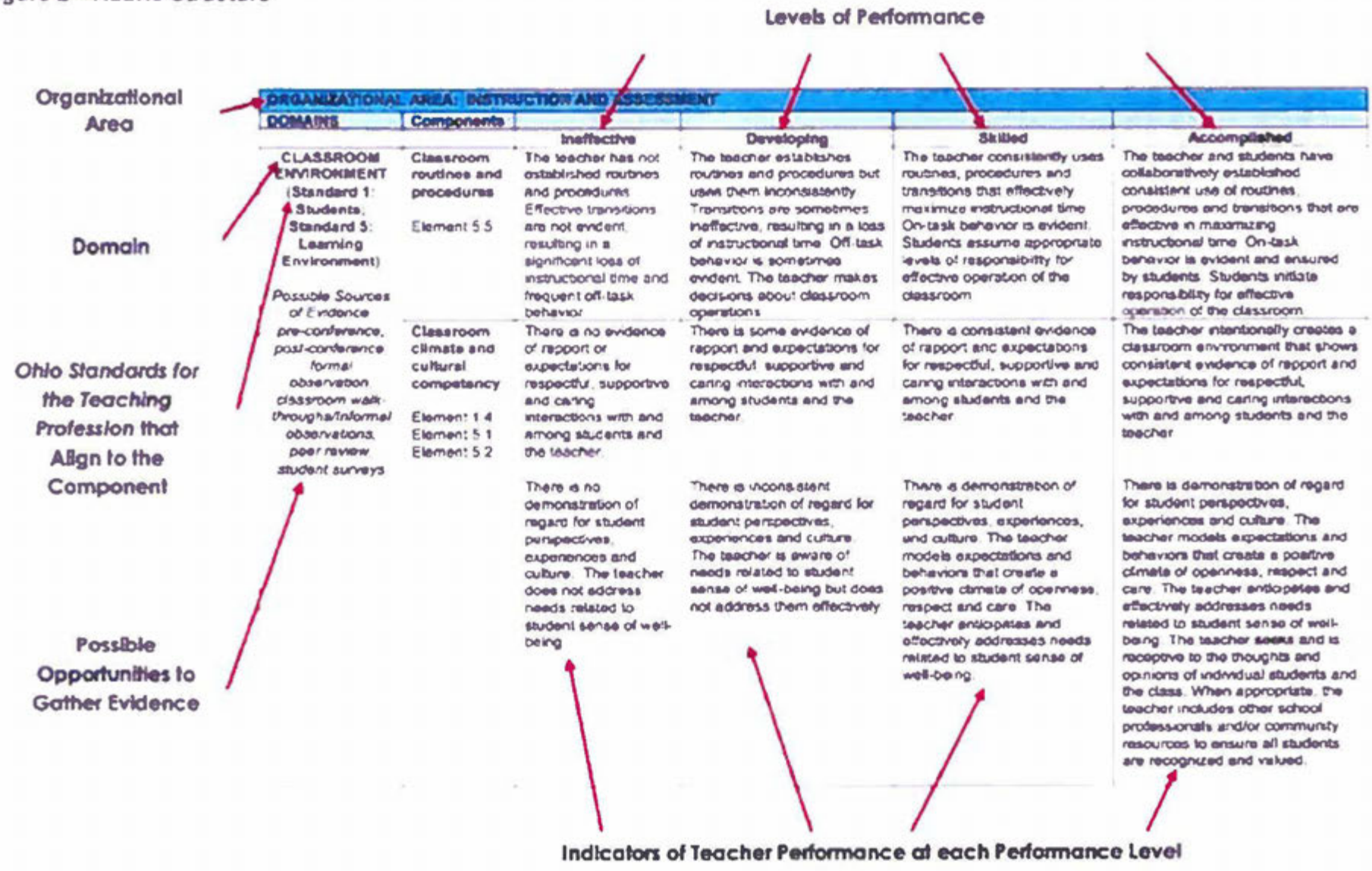
- Instructional Planning;
- Instruction and Assessment
- Professionalism

The rubric also looks at teacher performance through six domains of teacher practice

- Focus for Leaming
- Knowledge of Students
- Lesson Delivery
- Classroom Environment
- Assessment of Student Learning
- Professional Responsibilities

These organizational areas and domains align with the Ohio Standards for the Teaching Profession. The rubric allows evaluators complete comprehensive reviews of teacher practices and interactions in and outside the classroom. The rubric also allows evaluators to consider patterns of evidence and performance trends throughout the school year. The rubric contains detailed descriptions of practice at four performance levels - Ineffective, Developing, Skilled and Accomplished- and offers guidance on likely sources of evidence related to performance in each domain (see Figure 2).

Figure 2—Rubric Structure



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-through/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. Off-task behavior is sometimes evident. The teacher makes decisions about classroom operations.	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.
	Classroom climate and cultural competency Element: 1.4 Element: 5.1 Element: 5.2	There is no evidence of rapport or expectations for respectful, supportive and caring interactions with and among students and the teacher. 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 some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. 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 consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. 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 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. 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.

Defining the Performance Ratings

In accordance with Ohio Revised Code 3319.112, the rubric describes four levels of teacher performance for each component within the six rubric domains. Each performance rating can also be described in more general terms as a holistic rating of teacher performance:

Figure 3—Defining the Four Performance Ratings

Ineffective:	Developing:	Skilled:	Accomplished:
This rating indicates the teacher fails to demonstrate minimum performance expectations. A rating of **Ineffective** indicates the teacher consistently fails to demonstrate competency. The teacher is not effectively meeting the needs of his or her students. The teacher requires immediate assistance through ongoing intensive support.	This rating indicates the teacher is working to utilize his or her growing knowledge and skills. A rating of **Developing** indicates the teacher demonstrates competency in some of the teaching standards but needs improvement in others. The teacher attempts to meet the needs of the whole group. The Developing teacher is in the process of refining his or her skills and abilities. The teacher strives to improve his or her instructional and professional practice. The teacher may be making progress, but performance requires ongoing professional support for necessary growth to occur.	This rating is the rigorous and expected performance level. A rating of **Skilled** indicates the teacher consistently meets expectations for performance and fully demonstrates competency in most of the teaching standards. The teacher addresses the needs of groups of students. The Skilled teacher integrates knowledge, skills and abilities needed for effective classroom instruction. The teacher consistently strives to improve his or her instructional and professional practice. The Skilled teacher demonstrates purposefulness, flexibility and consistency.	This rating is the highest level of achievement. A rating of **Accomplished** indicates the teacher consistently meets expectations for performance and fully demonstrates competency in most or all of the teaching standards. The teacher addresses the needs of individual students. The Accomplished teacher uses a strong foundation of knowledge, skills and abilities to innovate and enhance their classroom, building and potentially the profession. The teacher consistently strives to improve his or her instructional and professional practice and contributes to the school, building or district through the development and support of colleagues. The Accomplished teacher is a leader who empowers and influences others.

Using Evidence to Inform Final Holistic Rating

STEP 1: GATHER EVIDENCE ON TEACHER PERFORMANCE TO BEGIN THE FINAL HOLISTIC RATING PROCESS

Evidence of performance comes in many forms. Formal observations and walkthroughs, scheduled conferences, informal interactions, lesson plans, student work, correspondence with families and feedback from other sources all count as evidence of teacher practice. All evidence collected must be factual and documented.

The evaluator should jot down notes after interactions with the teacher and save key artifacts, such as a typical lesson plan or evidence shared by the teacher. Use quotes or paraphrasing when possible. The evaluator must capture enough detail to describe, accurately but succinctly, the event, interaction or behavior factually, without judgment or opinion. The evaluator will share evidence with a teacher throughout the year so the educator can use the information to change practice.

Tip: Review all evidence of a teacher's performance for the year before issuing an end-of-year rating. Write adequate detail about the early interactions to jog your memory and keep you grounded in facts.

Next, the evaluator will group the evidence collected from his or her time in the classroom, conferences and everyday interactions with the teacher into the six domains of performance described in the ***Teacher Performance Evaluation Rubric***. The evaluator will record the evidence beneath the relevant component on the rubric, as indicated in Figure 4, so it is organized automatically for future analysis. While in some cases the evaluator might not collect evidence for every indicator within a component, by the end of the evaluation cycle, the evaluator must gather enough evidence to rate each component and substantiate an overall rating for each domain.

Tip: Update notes on the rubric regularly while gathering evidence so all the evidence is organized in one place as the year progresses.

Figure 3—Example of Evidence Collection Form

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* **FOCUS FOR LEARNING** *(continued)*	**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				
	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 connection 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 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				

Next, the evaluator shall compare the evidence and patterns to the indicators. The evaluator will start by rereading all the indicators for the Skilled performance level in a component and consider whether the evidence exemplifies this level of performance. Whether it does or does not, the evaluator then looks at the Accomplished and Developing indicators to decide if either of them better aligns with the available evidence. If the Developing indicators appear to be an appropriate match to much of the evidence, the evaluator also shall read the Ineffective indicators carefully to consider whether a significant portion of the evidence matches this level. Then, the evaluator will select the performance level that best describes the preponderance of evidence for this component. The evaluator will repeat this process for each component.

STEP 2: ISSUE A PERFORMANCE RATING FOR EACH DOMAIN
When determining the overall rating for a domain, the evaluator shall consider the patterns evident across the components within a domain.

The evaluator will reread all the evidence for a domain and consider which performance level best matches the evidence collected.

STEP 3: ISSUE THE END-OF-YEAR FINAL HOLISTIC RATING
Once the evaluator determines a rating for each domain based on evidence from multiple interactions, s/he will look at the larger picture of performance across all domains. Although all domains are important in effective teacher practice, it may be appropriate to prioritize patterns of behavior in a certain domain when reviewing the evidence and domain ratings. For example, knowledge of how a teacher performs in a specific classroom context may demonstrate that a teacher's pattern of Skilled Behavior in the Lesson Delivery and Classroom Environment domains overshadows weaker performance in other areas. Additionally, some lost instructional time observed during a classroom visit may be due to the teacher's intense attention to individual student needs. This downplays the significance of evidence related to lost instructional time. The key point is that an evaluator shall not consider one performance area in isolation but shall analyze it in relation to all other areas of performance. It is important for the evaluator to consider the preponderance of evidence collected throughout the evaluation cycle to assist in the determination of the Final Holistic Rating.

It is particularly important to consider trends in a teacher's performance over time. Was the teacher consistent in his or her practice? Did he or she improve, or did the teacher decline in performance in one or more areas? If a pattern of evidence in a domain displays a trend of behavior or practice, the evaluator may consider emphasizing the improvement or decline in this area.

The evaluator shall flag any instance of an Ineffective rating while preparing to issue the Final Holistic Rating. While the evaluator shall examine the evidence of ineffective behavior in the context of all evidence collected for the teacher, the evaluator also shall consider there are minimum competency thresholds for each of the six domains in the Teacher Performance Evaluation Rubric. A serious deficiency in one domain may carry more weight than positive ratings in other domains. An evaluator shall rely on professional judgment, supported by the evidence, to decide if this evidence of ineffective practice provides grounds for issuing a final Ineffective Holistic Rating, considering the impact of the deficiency on the teacher's classroom, colleagues and whole school.

The evaluator will complete the performance rating process by documenting the Final Holistic Rating per the local bargaining agreement and share the findings with the teacher. In the discussion with the teacher or written summary, the evaluator shall highlight evidence that provides representative examples of the Final Holistic Rating. The evaluator shall use pieces of evidence that illustrate specific practices in the identified focus area(s). Finally, the evaluator shall give succinct, targeted feedback on next steps that will promote the educator's professional growth and lead to enhanced instructional practices.

Full Cycle Observation Timeline

Evaluation Notification Form	By September 1
Self Assessment Summary Tool	By October 1
Professional Growth Plan	By October 1
HQSD Verification Form	By October 1
Round One Observation	By end of January
Round Two Observation	By April 15
Round Three Observation (If Necessary)	By May 1

Teachers not performing at the desired level will be required to complete an Improvement Plan

Notification Before Observation	Two Week Notification of Observation

Pre-Observation Meeting	Within 48 hours of the observation
Observation	Not less than 30 minutes

Reflection and Evidence Tool Area of Refinement and Reinforcement	Within 5 days of observation
Post-Observation Conference	Within 5 days of observation

Walkthroughs

Walkthroughs May Occur	Unannounced, but general notice given to identify focus areas
Number of Walkthroughs Per School Year	Two
Length of Walkthrough	10-15 minutes
Teachers receive a copy of completed Walkthrough Form	Within 24 Hours
Teacher to Sign Walkthrough Form and Return	Within 48 Hours

Off Cycle Evaluation Timeline

Evaluation Notification Form	By September 1
Self Assessment Summary Tool	By October 1
Professional Growth Plan	By October 1
HQSD Verification Form	By October 1
Off Cycle Evaluation Completed	By May 1

Teacher OTES 2.0 Checklists

- ☐ Complete Self Assessment Summary Tool
- ☐ Complete Professional Growth Plan by October 1st
- ☐ Complete HQSD Verification Form by October 1st

Full Evaluation Cycle
First Round completed by end of January
Second Round completed by April 15

- ☐ Schedule Preconference
- ☐ Schedule Observation
- ☐ Post Conference Walkthroughs

Full Evaluation Cycle

- ☐ Schedule Observation
- ☐ Post Conference

Both Full and Off Cycle - Collect data related to the rubric to share with your evaluator during conferences.

OTES 2.0 Evaluator Checklist

Professional Growth Plans

- ☐ Meet with teachers
- ☐ Guide or jointly develop growth plans with teachers who are rated Skilled or Developing

Ensure that HQSD Forms are uploaded into OhioES

- ☐ Review these forms prior to observations and conferences

Full Cycle Evaluations:

- ☐ Complete Round One by end of January
  - ☐ Preconference
  - ☐ Observation
  - ☐ Post Conference
  - ☐ Walkthrough
- ☐ Complete Round Two by April 15
  - ☐ Preconference
  - ☐ Observation

- ☐ Post Conference
- ☐ Walkthrough

Off Cycle Evaluations

- ☐ Complete by the end of April
  - ☐ Observation
  - ☐ Conference

Ensure all evaluations are completed and signed off in OhioES by May 10th

Links to Teacher Evaluation Forms

Instructions to OhioES
Rubric
Teaching Standards
Self-Assessment Tool
Professional Growth Plan
PGP Directions
PGP Example #1
PGP Example #2
Post Conference Form/Questions
HQSD Verification Guidance
HQSD Verification Form
Sample Walkthrough/Informal Observation Form
Final Holistic Rating Full Cycle
Final Holistic Rating Carry Forward

Pre-Conference Planning

Ohio Teacher Evaluation System 2.0

Sample Pre-Conference Questions to Guide a Coaching Conversation

The questions provided are intended to guide thinking and conversation; every question DOES NOT need to be answered and may not be relevant to every observation.

INSTRUCTIONAL PLANNING

FOCUS FOR LEARNING

- What content will students know and understand? What skills will they demonstrate?
- How has high-quality student data been utilized to set developmentally appropriate goals for student learning?
- What connections does this lesson make to previous and future learning, to other disciplines, to real life and/or possible careers?
- How do the activities, assessments and resources align with student needs, school and district priorities, and Ohio's Learning Standards?

KNOWLEDGE OF STUDENTS

- What should the evaluator know about the student population?
- How was it determined that this is a developmentally appropriate learning activity?
- How does this lesson connect to students' experiences and/or culture?

INSTRUCTION AND ASSESSMENT

LESSON DELIVERY

- How will the goals for learning be communicated to students?
- What questioning techniques will be used to check for understanding and encourage higher-level thinking?
- What collaborative and whole class instructional strategies will be used to engage all students?
- How will feedback be used to support student learning?
- What opportunities for student choice about learning paths and/or ways to demonstrate learning will be offered?

CLASSROOM ENVIRONMENT

- How do you demonstrate regard for student perspectives, experiences and culture?
- How do you ensure interactions are respectful and supportive?
- How are students involved in establishing and maintaining classroom routines and procedures?

ASSESSMENT OF STUDENT LEARNING

- How will you check for student understanding during the lesson?
- What potential learning obstacles might students encounter?
- What different methods of assessment are used in this lesson?
- How will you use assessment data to inform your next steps?
- What evidence does high-quality student data provide about student learning?

PROFESSIONALISM

PROFESSIONAL RESPONSIBILITIES

- Discuss ways you reflect on and analyze your teaching.
- How do you collaborate with colleagues to improve student learning and instructional practice?
- How do you promote two-way communication with students? With families?

March 2025

Ohio State Board of Education

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				
	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 experiences. The teacher plans lessons that use the input and contributions of families, colleagues and/or other professionals to

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
					understand each student's prior knowledge while supporting the student's development.
	Evidence				
	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.
	Evidence				
KNOWLEDGE OF STUDENTS (Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication)	**Planning instruction for the whole child** Element 1.2 Element 1.4 Element 1.5 Element 4.2 Element 4.4	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

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys	Element 6.4				instructional plan draws upon input from school professionals and outside resources
	Evidence				

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	The teacher gives students substantive, specific and	The teacher gives students substantive, specific and timely feedback to support individual

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
			limited and may not always support student learning.	timely feedback to support their learning.	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.
	Evidence				
	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				
LESSON DELIVERY *(continued)*	**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 resources are differentiated to

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
		instructional strategies or resources.			make the lesson accessible and challenging for all students, while supporting the various learning needs of individual students.
	Evidence				

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				
	Classroom climate and cultural competency Element 1.4 Element 5.1 Element 5.2	There is no evidence of rapport or expectations for respectful, supportive and caring interactions with and among students and the teacher. 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 some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is inconsistent demonstration of regard for student perspectives, experiences and culture. The teacher is aware of needs related to student	There is consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a	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. 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

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
			sense of well-being but does not address them effectively.	positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being.	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				
ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment) *Possible Sources of Evidence: pre-conference, formal observation, classroom walk-throughs/informal observations, assessments, student portfolios, post-conference*	**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 meet student needs. The teacher does not share evidence of student learning with students.	The teacher makes limited use of varied assessments. The teacher attempts to analyze data and modify instruction, though the modifications do not meet student needs. The teacher shares evidence of student learning with students.	The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher analyzes patterns to measure 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.	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, 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				

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	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				

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and 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*	**Communication and collaboration with families** Element 6.1 Element 6.2	The teacher does not communicate with students and families.	The teacher inconsistently or unsuccessfully uses communication and engagement strategies with students and families. These do not contribute adequately to student learning, well-being and development.	The teacher uses effective and appropriate communication and engagement strategies with students and families, resulting in partnerships that contribute to student learning, well-being and development.	The teacher uses multiple effective and appropriate communication and engagement strategies with individual students and families. These ongoing strategies promote two-way communication, active participation and partnerships that contribute to each student's learning, well-being and development.
	Evidence				
	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				

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	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 school, district or state level.
	Evidence				
	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				

Walkthroughs/Informal Observations: Overview and Resources Ohio Teacher Evaluation System 2.0

Walkthrough: General Form

Teacher Name:

Grade(s) and Subject Area(s): **Date:**

Evaluator Name:

Time Walkthrough Begins: **Time Walkthrough Ends:**

Directions: This form serves as a record of a walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation, nor is this an exhaustive list of evidence that may be observed. This record, along with records of additional informal observations, will be used to inform the holistic evaluation of the teacher.

EVALUATOR OBSERVATIONS

☐ Teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals	☐ Communication strategies and questioning techniques check for understanding and encourage higher-level thinking
☐ Instructional time is used effectively	☐ Information is presented in multiple formats
☐ Teacher combines collaborative and whole class learning opportunities	☐ Routines, procedures and transitions are consistent, effective and maximize instructional time
☐ Rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher are evident	☐ Feedback is substantive, specific, timely and supports student learning
☐ Lesson makes clear and coherent connections with student prior learning and future learning	☐ Teacher selects, develops and uses multiple assessments
☐ Teacher demonstrates content knowledge and uses content-specific language and strategies to engage students	☐ Teacher uses differentiated instructional strategies and resources for groups of students
☐ Other	☐ Other

Identified Focus Area(s) and Aligned Evidence, If Applicable:

Evaluator Summary Comments:

Evaluator Signature: ☐ **Photocopy to Teacher**

Walkthroughs/Informal Observations: Overview and Resources
Ohio Teacher Evaluation System 2.0

Walkthrough: Open-Ended Form

Teacher Name:

Grade(s) and Subject Area(s): **Date:**

Evaluator Name:

Time Walkthrough Begins: **Time Walkthrough Ends:**

OBSERVATIONS

Evaluator Summary Comments:

Evaluator Signature: ☐ Photocopy to Teacher

Professional Growth Plan

The Professional Growth Plan helps the teacher identify areas of professional development that will enable the teacher to enhance practice. The teacher is accountable for implementing and completing the plan. The plan must align to any district and/or building improvement plan(s). The Professional Growth Plan is developed annually. It is to be reviewed regularly and updated as necessary based on collaborative conversations between the evaluator and the teacher.

The Professional Growth Plan should reflect the evidence available and focus on the most recent evaluation and observations. The Professional Growth Plan should be individualized to the needs of the teacher. The school or district should provide for professional development opportunities and support the teacher by providing resources (e.g., time, financial). The Professional Growth Plan must be clear and comprehensive. It is aligned to the most recent evaluation results and proposes a sequence of appropriate activities leading to progress toward the goals.

Teacher Name

Evaluator Name

- ☐ Self-Directed (Accomplished)
- ☐ Jointly Developed (Skilled)
- ☐ Evaluator Guided (Developing)

Choose the **Domain(s)** aligned to the goal(s)

- ☐ Focus for Learning
- ☐ Knowledge of Students
- ☐ Lesson Delivery
- ☐ Classroom Environment
- ☐ Assessment of Student Learning
- ☐ Professional Responsibilities

Goal Statement(s) Demonstrating Performance on ***Ohio Standards for the Teaching Profession***	Action Steps & Resources to Achieve Goal(s)	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)	Dates Discussed

Describe the alignment to district and/or building improvement plan(s)

Comments:

Teacher's Signature:

Date of Signature:

Evaluator's Signature:

Date of Signature:

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

Improvement Plan

Teacher Name		Grade Level and Subject
School Year	Building	Date of Improvement Plan Conference

A written Improvement Plan is to be developed when an educator has a Final Holistic Rating of **Ineffective**. However, districts have discretion to place any teacher on an Improvement Plan at any time based on deficiencies in any individual component of the evaluation system. The notice requirements for being placed on an Improvement Plan, the components of the plan and the implementation process for the plan may be subject to the terms of a collective bargaining agreement.

The purpose of the Improvement Plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If the teacher does not take corrective actions in the timeline specified in the Improvement Plan, the evaluator may recommend the teacher be dismissed or continue working under the plan.

Section 1. Improvement Statement: List specific area(s) for improvement related to the ***Ohio Standards for the Teaching Profession***. Attach documentation.

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

Section 2. Desired Level of Performance: List specific goal(s) to improve performance. Indicate what will be measured for each goal.

List Goal Statement(s) Indicating Performance on ***Ohio Standards for the Teaching Profession***	Beginning Date	Ending Date	Level of Performance: Specifically Describe Successful Improvement Target(s)

Section 3. Specific Plan of Action: Describe in detail specific actions the teacher must take to improve performance. Indicate the sources of evidence the evaluator will use to document the completion of the Improvement Plan.

Actions to be Taken	Qualitative or Quantitative Measurable Indicators. Evidence Indicating Progress on the Goal(s)

Section 4. Assistance and Professional Development: Describe in detail specific supports that will be provided as well as opportunities for professional development.

Section 5. Alignment to District and/or Building Improvement Plan(s): Describe the alignment to district and/or building improvement plan(s).

Comments:

Date for Improvement Plan to be evaluated

Teacher's Signature: Signature Date:

Evaluator's Signature: Signature Date:

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

Improvement Plan: Evaluation of Plan

Teacher Name		Grade Level and Subject
School Year	**Building**	**Date of Improvement Plan Conference**

The Improvement Plan will be evaluated at the end of the time specified in the plan. Outcomes from the Improvement Plan will be one of the following.

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

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

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

Teacher's Signature: Signature Date:

Evaluator's Signature: Signature Date:

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

High-Quality Student Data Frequently Asked Questions

1. **Who is responsible for reviewing and approving local measures of high-quality student data (HQSD)?**
   The High-Quality Student Data Guidance Tool states, "The high-quality student data instrument used must be rigorously reviewed by locally determined experts in the field of education..." It is a local decision.

2. **How does a school or district determine which teachers are required to have two measures of high-quality student data?**
   If a teacher is being evaluated using the Ohio Teacher Evaluation System (OTES) 2.0, that teacher is required to use two measures of high-quality student data. According to Ohio law, the requirements for a teacher to be evaluated using OTES 2.0 are below:
   - The teacher is employed under a teaching license and
   - The teacher spends at least 50 percent of the time employed providing instruction to students.

3. **Are teachers on the less frequent evaluation cycle required to have two measures of high-quality student data?**
   Yes, teachers on the less frequent evaluation cycle must utilize two measures of high-quality student data.

4. **Must teachers have two measures of HQSD for each course they instruct?**
   No, teachers are required to use a minimum of two measures of HQSD within the evaluation process.

5. **Do the HQSD instruments have to provide data for all students the teacher instructs?**
   No, teachers have multiple options when it comes to the focus of the HQSD instruments. For example, HQSD might focus on
   - a particular content area if multiple content areas are taught,
   - a particular strand or skill set within a content area or
   - a particular subgroup of students.

6. **Is there a minimum number of students teachers must instruct in order to be required to have two measures of HQSD?**
   All teachers who meet the criteria to be evaluated under OTES 2.0 must have two measures of HQSD regardless of the number of students instructed.

7. **Is there a minimum length of instruction that an HQSD measure must be based on?**
   No, there is no identified length of instruction. However, teachers should consider whether the length of instruction covered by the HQSD measure is sufficient to clearly demonstrate an impact on student learning.

8. **At what point during the school year should HQSD instruments be administered?**
   This is a local decision. HQSD instruments may be used to measure student growth and/or achievement. As such, they can be administered when it is most appropriate. Educators should consider the evaluation cycle timeline when deciding when to administer the HQSD measures. Evaluations must be completed by **May 1**. Therefore, teachers should allow sufficient time to analyze and use the data in the manner prescribed on the HQSD Guidance Tool. Additionally, if teachers are using a vendor assessment, they should follow the administration guidelines provided by the vendor.

9. **If a school administers an assessment that is on ODE's Approved Vendor List for HQSD, must the instrument be used as a measure of HQSD?**
   No, the selection and approval of HQSD instruments is a local decision; therefore, districts may decide whether these assessments will be used as measures of HQSD. Assessments that are on ODE's Approved Vendor List have been vetted by the Department and meet HQSD criteria.

10. **Can educators use vendor assessments that are not on ODE's Approved Vendor List as HQSD measures?**
    The selection and approval of HQSD instruments is a local decision. As such, vendor assessments that are not on ODE's Approved Vendor List may be used as measures of HQSD provided they are vetted and approved by the school or district to ensure they meet the criteria identified on the HQSD Guidance Tool.

11. **Can teachers use current teacher-created or district-created assessments as measures of HQSD?**
    Schools and districts may approve the use of locally created assessments as measures of HQSD *provided the measures have been vetted* to ensure they meet the criteria identified on the HOSD Guidance Tool.

12. **The OTES 2.0 Framework states, "The teacher evaluation will use at least two measures of district-determined high-quality student data to provide evidence of student learning attributable to the teacher being evaluated." Can one instrument provide both measures of HQSD?**
    It is possible for one instrument to provide both measures of HQSD. This would be a local decision as to if one data set can provide multiple measures that can be used as HQSD. However, teachers have a multitude of data to consider when making decisions about student learning and improving instructional practice. As such, teachers are encouraged to consider using two separate instruments to get a broader picture of their students.

13. **A teacher planned to use her value-added report as one of her two required pieces of HQSD. However, she did not receive a value-added report due to lack of data points. Does this teacher still need a second measure of HQSD to replace the value-added?**
    Yes, a teacher who meets the criteria to be evaluated under OTES 2.0 is required to have two measures of HQSD. Reminder, some teachers, such as intervention specialists, may not receive a value-added report every year and should plan accordingly.

14. **If a teacher has a change of position, must the value-added from the prior year's grade level and subject taught be used as one of the two measures of HQSD?**
    This is a local decision. The OTES 2.0 Framework states, "When applicable to the grade level or subject area taught by a teacher, HQSD shall include the value-added progress dimension, and the teacher shall use at least one other measure of HQSD to demonstrate student learning."

15. **The OTES 2.0 Framework describes four ways teachers must use the data generated by the HQSD instruments. Are teachers required to use the data from both HQSD instruments in each of the four ways listed on the HQSD Guidance Tool?**
    Yes, teachers should be able to demonstrate they have used the data from both HQSD instruments in each of the four ways identified on the HQSD Guidance Tool.

Using High-Quality Student Data to Inform Instruction and Enhance Practice

Choosing and using high-quality student data (HQSD) to guide instructional decisions and meet student learning needs is key in making sound instructional decisions for students. The teacher evaluation will use at least two measures of district-determined high-quality student data to **provide evidence of student learning attributable to the teacher** being evaluated. When applicable to the grade level or subject area taught by a teacher, HQSD shall include the value-added progress dimension and the teacher shall use at least one other measure of HQSD to demonstrate student learning. HQSD may be used as evidence in any component of the evaluation where applicable.*

It is recognized that there are many types of data that can be used to support student learning, and the data include much more than just test scores. *Those types of data and their uses are important and should continue to be used to guide instruction and address the needs of the whole child but may not meet the definition of high-quality student data for the purpose of teacher evaluation.*

The high-quality student data instrument used must be rigorously reviewed by locally determined experts in the field of education to meet all of the following criteria:

- Align to learning standards
- Measure what is intended to be measured
- Be attributable to a specific teacher for course(s) and grade level(s) taught
- Demonstrate evidence of student learning (achievement and/or growth)
- Follow protocols for administration and scoring
- Provide trustworthy results
- Not offend or be driven by bias

AND

The teacher must use the data generated from the high-quality student data instrument by:

- Critically reflecting upon and analyzing available data, using the information as part of an ongoing cycle of support for student learning
- Considering student learning needs and styles, identifying the strengths and weaknesses of an entire class as well as individual students
- Informing instruction, adapting instruction to meet student need based upon the information gained from the data analysis
- Measuring student learning (achievement and/or growth) and progress towards achieving state/local standards

* LEGAL REFS. ORC 3319.111; 3319.112

APPENDIX Q
DISCUSSION FORUM FORM

Date: _____

Building: _____

Concern: _____

_____

_____

_____

_____

_____

_____

_____

_____
Signature of Association Representative

_____
Signature of Administrative

Date item was brought before the Discussion Forum: _____

Action Taken: _____

_____

_____

_____

APPENDIX R
SICK LEAVE POOL DONATION FORM

Name of Bargaining Unit Member:_____

Building:_____

Number of Days to be Donated:_____

Signature:_____

APPENDIX S
WESTFALL LOCAL SCHOOL DISTRICT
MILEAGE REIMBURSEMENT FORM

Each staff member who is absent from duties must enter their absence into the AESOP program and be approved by the building PRINCIPAL OR SUPERVISOR. When mileage reimbursement applies according to the terms of the Board policy, the Principal/Supervisor will sign this form, keep a copy, and send a copy to the Treasurer/Superintendent and the staff member.

I certify that I was absent from work on the dates indicated below for education purposes.

PRINT
NAME:_____

_____ Mileage Reimbursement Request (P.O. Attached):

_____ MapQuest (Documentation Attached)

Employee Signature_____

Principal/Supervisor Signature_____

Date_____ Approved_____ Disapproved_____

_____

Superintendent's Signature Date

*complete and submit requisition on Westfall SCView

APPENDIX T
WESTFALL LOCAL SCHOOL DISTRICT
SUBSTITUTE PAY FOR REGULAR STAFF MEMBERS

1. The Board of Education recognizes that upon occasion a staff member may be asked to waiver his/her planning/counseling period to assume the responsibility of teaching or supervising students of another teacher in lieu of a substitute teacher or monitor. A staff member may agree to take charge of a group of students in addition to his/her regular assignment in lieu of a substitute teacher or monitor. In addition, any teacher who is assigned an absent teacher's students in addition to his/her regular classroom shall receive pay in accordance with this provision.

2. Such service shall be requested by the principal or his/her assistant after reasonable. effort has been made to obtain a substitute. Such requested assistance shall be made on a rotating basis throughout the staff related to availability.

3. Payment for such requested service shall be made to the staff member per the negotiated agreement.

4. It shall be the responsibility of the staff member to report such service for payment on the proper form to the Board of Education offices by the 1st of the month following said service.

To be completed by staff member, initialed by the principal and sent to the District Office.

This is to certify that I have been asked to take charge of a group of students during my planning or counseling time, or have been requested to take charge of a group of students in addition to my regular assignment in lieu of a substitute teacher or monitor.

Date	Teacher or Monitor Replace	Period of Time Interval	Principals Initials

I understand that I must submit this form by the first of the month as required in paragraph 4 above to receive payment for the services rendered on the above date.

Date Submitted

Staff Member's Signature

Social Security Number

10/99

APPENDIX U

Westfall Local Schools

Local Professional Development Committee

Guidelines for Plan of Operation

Philosophy

As indicated in our Mission statement, the Westfall Local Schools, in partnership with student, parents, teachers, and community will provide quality educational service that nurture academic, social, and civic skills enabling student to become productive, life-long learners.

With those goals in mind, the Westfall Local Schools are dedicated lo excellence in education, student achievement, and high quality profess10oal development.

We believe that professional development should be strongly linked to student learning and teacher intellectual development and should balance individual priorities with school and district needs.

Purpose

The purpose of the Westfall Local Professional Development committee (LPDC) is to improve our professional development program and to effectively tie that professional development to the area of licensure/certification. It will be the responsibility of the LPDC to determine whether course work continuing education units (CEU's), or equivalent other activities (EOA ·s) meet the requirements of the standards

Westfall LPDC Times

In 1996, the General Assembly passed Senate Bill 230, authorizing the establishment of Local Professional Development committees (LPDC's). Such committees were to be established in every school district and chartered nonpublic school by ***September, 1998****.*

The Westfall Local LPDC members presented the Professional Development Guidelines at the district in-service meeting on ***May 11, 1998****. Each staff member received a folder which included this timeline, guidelines, CEU forms, and Individual Professional Development Plan forms.*

Beginning with the 2003-2004 School Year:

- Any certificated staff member who is issued a new license/certificate or renewal will be required to fill out a new IPDP; which will remain in force for the life of the license/certificate or until an amendment is filed.

- Certificated staff, upon renewal of a license/certificate, must submit a new IPDP within 45 days.

- If a license/certificate is issued between **June 1 and August 31**, IPDP's must be submitted by the first fall meeting of the LPDC.

- New Staff - must submit IPDP and copies of credentials to the LPDC by the first scheduled meeting in the fall. If coming from another district, they must submit an "Approval Verification Form" from that district and the IPDP approved by the former district of employment.

- Any IPDP approved at a former district of employment will be accepted. Following first renewal of license/certificate, the individual will then fall under the Westfall LPDC guidelines.

- ❖ Classes taken after 1ssuance of license/certificate, but before a new IPDP, may be approved. Credit may be granted by the LPDC if coursework meets the duly approved IPDP submitted by the established deadline.

- ❖ Amendments to IPDP's should be filed with the LPDC before the beginning of any coursework.

Standards

The Westfall Local School LPDC has established the following local professional development standards and acceptable activities according to which the individual Professional Plan should be written and will be approved.

A. All professional growth activities will relate to the Westfall Local Schools Strategic Plan goals and strategies.

B. All professional development wil1 address the needs of our licensed/certified staff, students, the school and the district.

C. The staff member will address how the plan enhances personal, classroom building, and district goals. The staff member will provide sufficient documentation.

D. One CEU equals ten (10) contact hours or, in the case of equivalent other activities described below, recommended twenty independent hours.

E. Acceptable Activities:
   1) Graduate/undergraduate coursework completed through an accredited college or university.
   2) District curriculum driven activities and workshops approved by the LPDC (approved for CEU 's or EOA 's).
   3) Workshops sponsored by educational/professional organizations.

F. Activities that need to be approved by the LPDC **before inception**.

Examples of Equivalent Activities (if completion or planning is done outside the school day)

- Self directed study learns, authorship, presenters, additional research to enhance skills, mentoring.
- The LPDC, strategic planning committees, curriculum committees, discipline committees, artist-in-residence planning, grant writing, math expo, literacy nights, career days, or visiting authors.

Membership: Composition - Selection - Terms of Office

A. One (1) LPDC for the entire school district.

B. Teacher Representation

1) Five (5) LPDC teacher representatives

a. High School (1)

b. Middle School (1)

c. Elementary (3)

1. Primary Grade Teacher
2. Intermediate Grade Teacher
3. One Teacher At Large

2) Terms – Elections

The term of office for teacher representatives serving on the LPDC shall be two (2) years. The Terms shall be staggered.

Teacher representatives shall be elected in the spring by the general membership, with three (3) teacher representatives elected during even numbered years and two (2) teacher representatives elected during odd numbered years.

3) Teacher Vacancies

In the case of teacher vacancies, the WEA Executive Committee will meet to fill the vacancy. The first choice will be the runner-up of the previous year's election for the building where the vacancy occurred. The second choice will be to give notice to the building for a person to volunteer to fill the vacancy. If more than one person volunteers, there will be another general election to fill the vacancy. Persons filling vacancies will serve out the remainder of the term for the vacated position

C. Administrative Members

Three (3) administrative representatives shall be appointed to the LPDC by the District Superintendent.

D. Quorum for the Official Business

The quorum to act upon official business of the Westfall LPDC shall be five (5) members.

Appeals Process

An appeals process is available for any Individual Professional Development Plan (IPDP), or section of the plan, not approved by the LPDC.

A. *Reconsideration -*
If an educator disagrees with the LPDC's decision, the educator may make an appeal for reconsideration to the LPDC. This appeal shall be made in writing within five business days of the denial of the plan or section of the plan.

B. *Third Party Review -*
If, after the reconsideration process has taken place, the LPDC and the educator are still unable to come to agreement, an appeal team shall review the decision. The Appeal Team will consist of three non-LPDC teachers chosen by the Westfall Education Association and two non-LPDC administrators appointed by the Superintendent. The Appeal team will hear or read the appeal and decide according to the Individual Professional Development Plan criteria. The educator shall be informed of the decision of the Appeals Team within five business days from receiving the appeal.

Conversion Chart

CONTACT HOURS	C.E.U.	SEMESTER HOURS
10	1	1/3
20	2	2/3
30	3	1
40	4	1 1/3
50	5	1 2/3
60	6	2
70	7	2 1/3
80	8	2 2/3
90	9	3
100	10	3 1/3
110	11	3 2/3
120	12	4
130	13	4 1/3
140	14	4 2/3
150	15	5
160	16	5 1/3
170	17	5 2/3
180	18	6

Note: 1 contact hour = 0.1 C.E.U; 10 contact hours = 1.0 C.E.U.

Time earned for professional development may be combined* when renewing a 5 year license as long as it equals the required 6 semester hours.

**If you are working towards a salary step increase, you may move to another column on the salary schedule when qualified upon submitting official transcripts of credit showing semester hours. Please refer to the WEA Negotiated Agreement, Article VIII COMPENSATION, Section A. Salary 2. for complete details.*

Contact Hour/CEU Documentation Sheet

List the current PD activities you are using for your renewal in chronological order. Record and calculate the hours/CEU's. Be sure to consult the conversion chart to see how the hours equate to the required 6 semester hours. Attach this completed documentation sheet on top of your original certificates organized chronologically before submitting them to the LPDC.

Name:_____ Date:_____

Professional Development Activity	Date(s)	Contact Hours	CEU's (10 hours = 1 CEU)
TOTAL			

Westfall Local School District Local Professional Development Committee
Individual Professional Development Plan
(IPDP)

Educator's Name: Date Submitted:

Building: Assignment:

List ALL Certificates/Licenses currently held and attach copies.

CERTIFICATE/LICENSE NUMBER	TYPE (i.e. 5 yr., 8 yr., permit)	LICENSE AREA(S)	ISSUE DATE	EXPIRATION DATE

GOAL STATEMENTS WITH PROPOSED ACTIVITIES - Attach additional sheets as needed.	NUMBER OF ANTICIPATED CLOCK HOURS
	SIX (6)
	SEMESTER HRS.
	OR
	EQUIVALENT

APPLICANT'S SIGNATURE _____ DATE _____

LPDC CHAIR SIGNATURE _____ DATE _____

Licensure Code of Professional Conduct for Ohio Educators



Adopted September 17, 2019, State Board of Education

Ohio | Department of Education

Licensure Code of Professional Conduct for Ohio Educators

Table of Contents

Introduction 3

Professional Behavior 4

Professional Relationships with Students 5

Accurate Reporting 6

Criminal Acts 7

Confidentiality 8

Use, Possession, or Unlawful Distribution of Alcohol, Drugs and Tobacco 9

Financial Management and Improper Compensation for Personal Gain 10

Commitment to Contract 11

Appropriate and Responsible Use of Technology 12

Disciplinary Procedure 13

Disciplinary Actions 14

Professional Behavior 14

Professional Relationships with Students 14

Accurate Reporting 14

Criminal Acts 15

Confidentiality 15

Use, Possession, or Unlawful Distribution of Alcohol, Drugs and Tobacco 15

Financial Management and Improper Compensation for Personal Gain 16

Commitment to Contract 16

Appropriate and Responsible Use of Technology 16

Introduction

Educators are entrusted by the public with the responsibility of providing a high-quality education to each student. Through various roles, these professionals devote themselves to providing a safe and nurturing environment in which all students can learn. In alignment with the Standards for Ohio Educators and Ohio's Learning Standards, Ohio's educators strive for excellence through the high expectations they hold for themselves and their students. The professional conduct of every educator affects attitudes toward the profession. Educators are trustees of the profession and share with the broader community the responsibility of providing high-quality public education. Educators recognize the need to balance the demands of the profession by caring for their own physical and emotional well-being in order to successfully carry out their professional responsibilities.

Aware of the importance of maintaining the confidence and trust of students, parents, colleagues and the public, Ohio educators maintain the highest degree of professional conduct for themselves and their peers. Ohio educators are all individuals applying for a credential or individuals credentialed by the State Board of Education, and the Licensure Code of Professional Conduct for Ohio Educators serves as the basis for decisions on issues pertaining to licensure that are consistent with applicable law. It provides a guide for conduct in situations that have professional implications for all individuals, such as teachers, principals, superintendents, educational aides, coaches, substitute teachers and others credentialed by the State Board of Education.

Ohio is nationally known as a state that produces high-quality educators and recognizes that its 250,000 practicing educators hold the fundamental beliefs defined in the following nine principles:

1. Educators behave in a professional manner, realizing that one's actions reflect directly on the status and substance of the profession.
2. Educators maintain a professional relationship with all students at all times, both in and out of the classroom.
3. Educators accurately report information required by the local board of education or governing board, state education agency, federal agency or state or federal law.
4. Educators adhere to federal, state and local laws and statutes regarding criminal activity.
5. Educators comply with state and federal laws related to maintaining confidential information.
6. Educators serve as positive role models and do not use, possess or unlawfully distribute illegal or unauthorized drugs.
7. Educators ensure school property, public funds or fees paid by students or the community are used in the best interest of students and not for personal gain.
8. Educators fulfill all the terms and obligations in their employment contracts.
9. Educators use technology in a responsible manner and safeguard the electronic devices and data entrusted to them.

As education is a public trust, the Ohio Department of Education pursues allegations of unprofessional conduct. The Department recognizes that an accusation of misconduct is not conclusive proof that the educator engaged in conduct unbecoming. By law, educators are entitled to all due process rights, with each circumstance considered on a case-by-case basis to determine appropriate action. Not all referrals or investigations result in disciplinary action. The Licensure Code of Professional Conduct for Ohio Educators includes the presumptive range of applicable disciplinary actions involving any individual credentialed by the State Board of Education.

1. Professional Behavior

Educators shall behave as professionals, realizing their actions directly reflect on the status and substance of the education profession.

An educator serves as a positive role model to both students and adults and is responsible for preserving the dignity and integrity of the teaching profession and for practicing the profession according to the highest ethical standards.

Conduct unbecoming to the profession includes, but is not limited to, the following actions:

a) Failing to adhere to the Licensure Code of Professional Conduct for Ohio Educators.

b) Assisting another in committing an act of conduct unbecoming, as described in the Licensure Code of Professional Conduct for Ohio Educators.

c) Having a continuing physical or mental inability, incapacity or addiction that significantly impacts the educator's ability to carry out his or her professional responsibilities and renders the educator incapable of safely maintaining the care, custody and control of students.

d) Committing any violation of state or federal laws, statutes or rules although the conduct may not have resulted in a criminal charge, indictment, prosecution or conviction. (Except as noted in Principle 6b), this does not include traffic violations.)

e) Disparaging a colleague, peer, or other school personnel while working in a professional setting (teaching, coaching, supervising or conferencing) on the basis of race or ethnicity, socioeconomic status, gender, national origin, sexual orientation, political or religious affiliation, physical characteristics, age, disability or English language proficiency.

f) Harassing, intimidating, or retaliating against a colleague, peer, or other school personnel.

g) Sexually harassing any student, minor or adult in the school community.

h) Failing to complete a criminal background check, as required by state or federal law.

i) Violating local, state or federal procedures related to the security of standardized tests, test supplies or resources.

j) Negligently failing to verify, prior to hiring, recommending for employment, or issuing payment, except as permitted by law, that an educator possesses the appropriate credential type for the educator's position (for example, the appropriate credential type means a teacher must possess a teaching credential, principal a principal credential, superintendent a superintendent credential, etc.).

k) Accepting or holding employment that requires the educator to engage in activities or duties outside the scope of the educator's credential type.

l) Being disciplined by another state educational entity or other professional licensing board or entity for unethical conduct.

m) Committing an act of academic dishonesty (for example, plagiarism, falsification, fabrication, sabotage, or cheating in an academic setting).

n) Engaging in nepotism, as prohibited by local, state, or federal law.

The disciplinary actions for violations of Principle 1 can be found on page 13.

2. Professional Relationships with Students

Educators shall maintain a professional relationship with all students at all times, both in and out of the classroom.

An educator's responsibility includes nurturing the intellectual, physical, emotional, social and civic potential of all students and providing a safe environment free from harassment, intimidation and criminal activity. An educator creates, supports and maintains an appropriate learning environment for all students and fulfills the roles of trusted confidant, mentor and advocate for students' rights while maintaining appropriate professional, emotional and social boundaries. An educator must serve as a champion against child abuse and be cognizant of student behaviors that suggest abuse or neglect.

Conduct unbecoming includes, but is not limited to, the following actions:

a) Committing any act of sexual abuse of a student or minor or engaging in inappropriate sexual conduct with a student or minor.

b) Committing an act of cruelty to children or an act of child endangerment (for example, physical, psychological, or emotional abuse).

c) Soliciting, encouraging, engaging or consummating an inappropriate relationship with any student, minor, or individual who was a student in the preceding twelve months.

d) Engaging in grooming a student or minor (befriending and establishing an emotional connection with a student or minor or a student's or minor's family to lower the student's or minor's inhibitions for the purpose of an inappropriate emotional, romantic or sexual relationship).

e) Disparaging a student on the basis of race or ethnicity, socioeconomic status, gender, national origin, sexual orientation, political or religious affiliation, physical characteristics, academic or athletic performance, disability or English language proficiency.

f) Using inappropriate language, gestures or signs at any school-related activity (such as racial slurs, or biased, lewd or lascivious expressions).

g) Provoking an altercation with or between students or engaging in a physical altercation with students that is not for the purpose of ensuring the health, safety, and welfare of students.

h) Failing to provide appropriate supervision of students, within the scope of the educator's official capacity, which risks the health, safety and welfare of students or others in the school community.

i) Knowingly contributing to or failing to intervene in the harassment, intimidation, or bullying of a student.

The disciplinary actions for violations of Principle 2 can be found on page 13

3. Accurate Reporting

Educators shall accurately report information required by the local board of education or governing board, state education agency, federal agency or state or federal law.

An educator communicates appropriate representation of facts concerning qualifications for professional practice, student information, school board policy and other educational matters. An educator must notify the superintendent or designee, of any conduct by a licensed educator that substantially impairs his or her ability to function professionally or is detrimental to the health, safety and welfare of students. It is not considered conduct unbecoming for an educator to, in good faith, notify a superintendent as required by this principle and said educator shall not be the subject of retaliation.

Conduct unbecoming includes, but is not limited to, the following actions:

a) Falsifying, intentionally misrepresenting, willfully omitting or being negligent in reporting information submitted to federal, state and other governmental agencies including, but not limited to, staff, student, district, and financial data and information submitted in the course of an official inquiry or investigation.

b) Falsifying, intentionally misrepresenting, willfully omitting or being negligent in reporting professional qualifications, criminal history, discipline of a professional license or credential, college or professional development credit and/or degrees, academic awards and employment history when applying for employment and/or licensure or when recommending an individual for employment, promotion or licensure.

c) Falsifying, intentionally misrepresenting, willfully omitting or being negligent in reporting reasons for absences or leaves.

d) Falsifying, intentionally misrepresenting, willfully omitting or being negligent in reporting information regarding the evaluation of students and/or personnel.

e) Knowingly failing to notify the superintendent or designee upon becoming aware that an educator's ability to function in his or her position has been substantially impaired or of any conduct that is detrimental to the health, safety and welfare of students.

f) Intentionally failing to make a mandated report of any violation of state or federal law.

g) Directing, instructing, assisting or requesting another to commit an act described in Principle 3 of the Licensure Code of Professional Conduct for Ohio Educators.

The disciplinary actions for violations of Principle 3 can be found on page 13

4. Criminal Acts

Educators shall adhere to federal, state and local laws and statutes.

An educator shall not engage in criminal activity as evidenced by a criminal conviction, guilty plea, finding of guilt, or participation in a court-ordered diversion or treatment in lieu of conviction program.

Conduct unbecoming includes, but is not limited to, the following actions:

a) A criminal offense that is an offense of violence, theft, drug abuse, or sexually-oriented offense as defined in Ohio Administrative Rule 3301-20-01 (for example, murder, rape, drug trafficking, kidnapping, robbery, felonious assault).

b) A criminal offense that requires an educator to meet the rehabilitation standards, as defined in Ohio Administrative Code Rule 3301-20-01 (for example, assault, passing bad checks, fraud, domestic violence, possession of drugs).

c) Conveying or possessing a deadly weapon or dangerous ordnance in a school safety zone, on school premises or at a school-related activity, unless authorized by state or federal law.

d) A criminal offense that is not identified as an absolute bar offense or offense requiring rehabilitation pursuant to Ohio Administrative Code Rule 3301-20-01 and the offense involves a student, minor, school district, or school personnel.

e) A criminal offense that is not identified as an absolute bar offense or offense requiring rehabilitation pursuant to Ohio Administrative Code Rule 3301-20-01 and the offense does not involve a student, minor, school district, or school personnel. (Except as noted in Principle 6(b), this does not include traffic violations.)

The disciplinary actions for violations of Principle 4 can be found on page 14

5. Confidentiality

Educators shall comply with local, state and federal laws related to maintaining confidential information

An educator is entrusted with information that could be misused to embarrass or damage a student's reputation or relationship with others. Therefore, the educator has the responsibility to keep information about students confidential unless disclosure serves professional purposes, affects the health, safety, and welfare of students and others, is required by law, or parental permission has been given. An educator maintains the security of confidential information, such as academic and disciplinary records, testing materials, personal confidences, photographs, health and medical information, family status and/or income.

Conduct unbecoming includes, but is not limited to, the following actions:

a) Willfully or knowingly violating any student confidentiality required by federal or state laws, including publishing, providing access to, or altering confidential student information on district or public websites such as grades, personal information, photographs, disciplinary actions, or individualized educational programs (IEPs) without parental consent or consent of students 18 years of age and older.

b) Using confidential student, family, or school-related information in a non-professional way (for example, gossip, malicious talk or disparagement).

c) Violating local, state, or federal procedures or laws related to the confidentiality of standardized tests, test supplies, or resources.

The disciplinary actions for violations of Principle 5 can be found on page 14

6. Use, Possession, or Unlawful Distribution of Alcohol, Drugs and Tobacco

Educators shall not use, possess or unlawfully distribute illegal or unauthorized drugs. Educators shall not use alcohol during any school activity involving students, minors or underage persons. Educators shall not use tobacco during any school activity except in designated areas. Educators shall not furnish, provide or encourage students or underage persons to use, possess or unlawfully distribute alcohol, tobacco, or illegal or unauthorized drugs.

As a positive role model, an educator is entrusted with protecting the health, safety, and welfare of students at any school event. The use of alcohol or illegal or unauthorized drugs causes impairment of professional judgment that may potentially harm others. A professional educator must refrain from the illegal use of tobacco on any school grounds or at any school activity.

Conduct unbecoming includes, but is not limited to, the following actions:

a) Being under the influence of, possessing, using or consuming illegal or unauthorized drugs.

b) Engaging in habitual or excessive abuse of alcohol, as demonstrated by two or more alcohol-related convictions within a five-year span or a severe alcohol-related conviction (for example, a high blood alcohol content, significant injury or property damage, or incidents involving minors).

c) Being on school premises in an official capacity (for example, teaching, coaching, supervising, or conferencing) or at any school activity involving students, minors or underage persons while under the influence, possessing, or consuming alcoholic beverages.

d) Furnishing or providing tobacco, alcohol or illegal or unauthorized drugs to any student, minor, or underage person.

e) Being on school premises or at any school activity involving students, minors or underage persons while using tobacco except in a designated area.

f) Promoting the use of steroids, stimulants, or nutritional supplements to accelerate physical growth or contribute to the control of weight loss or weight gain to enhance physical performance.

The disciplinary actions for violations of Principle 6 can be found on page 14

7. Financial Management and Improper Compensation for Personal Gain

Educators shall ensure all school funds and accounts are managed in a responsible and transparent manner. Educators shall ensure school property, public funds or fees paid by students or the community are not used for personal gain. Educators shall not make decisions based upon gifts, gratuities, favors or the socioeconomic status of parents, family members, community members or businesses.

An educator is entrusted with public funds and school property in the course of performing job duties and maintains a high level of honesty, accuracy and accountability to ensure institutional privileges are not used for personal gain. An educator maintains integrity with students, colleagues, parents, families, the community or businesses when accepting gifts, gratuities, or favors. To avoid bias or prejudice, an educator needs to ensure decisions made about students or school policy are not negatively influenced by the socioeconomic status of parents, family members, community members or businesses.

Conduct unbecoming includes, but is not limited to, the following actions:

a) Using public school property or public funds for personal use not in accordance with local, state or federal laws.

b) Soliciting students or parents of students to purchase equipment, supplies, or services or to participate in activities that financially benefit the educator without notifying the superintendent or designee and/or not in accordance with local board policy.

c) Accepting gifts from vendors or potential vendors for personal use or gain exceeding $25 in value.

d) Tutoring students in one's district for profit without notifying the superintendent or designee and/or not in accordance with local board policy.

e) Coaching and/or promoting athletic or artistic camps, off-season leagues, etc., in one's district for profit without notifying the superintendent or designee and/or not in accordance with local board policy.

f) Failing to transparently and responsibly account for and manage any and all school-related funds in accordance with local board policies and local, state, or federal laws, including rules, opinions, and bulletins promulgated by the Ohio Auditor of State or the Ohio Ethics Commission.

g) Failing to account for funds related to school activities collected from students, parents, family members, community members, staff or peers in accordance with local board policy.

h) Co-mingling public or school-related funds with personal funds or checking accounts.

i) Submitting fraudulent requests for reimbursement of expenses.

j) Failing to pay a finding for recovery issued by the Ohio Auditor of State.

The disciplinary actions for violations of Principle 7 can be found on page 14

8. Commitment to Contract

Educators shall fulfill all of the terms and obligations detailed in their employment contract with the local board of education, public educational agency, or community school for the duration of the contract.

An educator knows and understands the rights and responsibilities as outlined in the employment contract and adheres to the terms and conditions of the agreement by fulfilling responsibilities and duties required of the position.

Conduct unbecoming includes, but is not limited to, the following actions:

a) Abandoning the contractual agreement for professional services without the consent of the board of education or designee, according to Ohio Revised Code 3319.15, or without the consent of the community school's governing authority or operator, according to Ohio Revised Code 3314.103.

b) Willfully refusing to perform services and duties required by the contract, except as outlined in Ohio Revised Code Chapter 4117.

c) Violating or interfering with due process as outlined in the contractual agreement.

The disciplinary actions for violations of Principle 8 can be found on page 15.

9. Appropriate and Responsible Use of Technology

Educators shall always use technology, electronic communications, and social media in a responsible and professional manner and appropriately safeguard the unauthorized use or access to electronic devices and data entrusted to them.

An educator responsibly creates, uses, consumes, distributes, and protects information and data across all technologies. Educators shall maintain appropriate boundaries with colleagues, students, and the school community when using technology and electronic communications. While maintaining their constitutional rights, educators recognize that when using technology, the words they choose and the content of their statements can reflect negatively on their positions, schools, and the profession.

Conduct unbecoming includes, but is not limited to, the following actions:

a) Negligently failing to prevent others from unauthorized use of professional electronic devices to access improper or inappropriate material or confidential data.

b) Negligently failing to prevent students from unauthorized use of the educator's personal electronic devices to access improper or inappropriate material or confidential data.

c) Accessing inappropriate, non-school-related material on a school owned device not in accordance with local board policy.

d) Presenting inappropriate, non-school-related media to students.

e) Using technology, social media, or other electronic communications to promote inappropriate communications with students (for example, excessively, for non-educational purposes or requesting students or minors to conceal communication).

f) Knowingly failing to report and/or address instances of electronic or online harassment, bullying, or intimidation of a student.

g) Knowingly failing to appropriately intervene when made aware of inappropriate or illegal images or material involving students or minors in electronic forms.

h) Using technology, social media or other electronic communications to host, post, or distribute improper or inappropriate material that could reasonably be accessed by the school community (includes, but is not limited to, pornography, obscene material, promotion of drug use or underage consumption of alcohol, promotion of violence, disparagement of students, and disparagement based upon gender, gender identity, race, sex, ethnicity, sexual orientation, disability, military status, or religion).

i) Using school technology to run, manage, or promote a personal business venture.

The disciplinary actions for violations of Principle 9 can be found on page 15

Disciplinary Procedure

DUE PROCESS

The State Board of Education has the authority to suspend, limit, revoke or deny licenses; issue a letter of admonishment; or enter into a consent agreement with an applicant or licensed educator to administer the educator discipline process in accordance with Chapter 33 and Chapter 119 of the Ohio Revised Code and Chapter 3301 of the Ohio Administrative Code.

When an educator is reported to the Ohio Department of Education for an allegation of unprofessional conduct made by a principal, parent, teacher, student, superintendent or community member, the Department will determine whether the State Board of Education has jurisdiction to investigate the matter pursuant to Section 3319.311 of the Ohio Revised Code.

If it is determined an investigation is warranted, a thorough investigation would be conducted pursuant to Section 3319.311 of the Ohio Revised Code at which time **all mitigating circumstances will be fully examined to determine whether the allegation can be substantiated.** If an allegation is reported and turns out to be a **false** allegation or unsubstantiated, all information obtained in the case file will be sealed two years after the investigation is concluded in accordance with Section 3319.311 of the Ohio Revised Code.

If the results of an investigation warrant initiating an action under Section 3319.31 of the Ohio Revised Code, **an educator is entitled to all due process rights** afforded pursuant to Chapter 33 and Chapter 119 of the Ohio Revised Code and Chapter 3301 of the Ohio Administrative Code.

DISCIPLINARY GUIDELINES

Upon a determination that the results of an investigation warrant the State Board of Education to impose a disciplinary action pursuant to Section 3319.31 of the Ohio Revised Code, the State Board may impose an appropriate penalty within the presumptive range on a **case-by-case basis**, as set forth in these disciplinary guidelines, unless the aggravating and mitigating factors in an individual case warrant a penalty outside the presumptive range.

The range of disciplinary actions are presumptions and may include a letter of admonishment, consent agreement, limitation of a license, suspension of a license, revocation of a license, or denial of a license. The terms "suspension," "revocation," and "denial" shall mean any length of suspension, revocation or denial, including permanent revocation or permanent denial. A license may be suspended or limited pursuant to a consent agreement or State Board resolution. A complete explanation of the types of disciplinary actions can be accessed on the Ohio Department of Education's website, education.ohio.gov, search keywords *disciplinary actions*.

The State Board may determine that a penalty outside the range of the disciplinary guidelines is more appropriate in an individual case based upon aggravating and mitigating factors as outlined in Sections 3301-73-21 (A) (B) and Section 3301-20-01 (F) of the Ohio Administrative Code, or any other factors the State Board, district or educational entity, or superintendent consider relevant. Further, the State Board may determine not to impose a disciplinary action involving an educator's licensure or application for licensure based upon conduct being a minor violation or a local school district or educational entity appropriately addressing the violation of the Licensure Code of Professional Conduct for Ohio Educators at the district or building level.

The *Licensure Code of Professional Conduct for Ohio Educators* applies to all individuals licensed by the Ohio Department of Education. The presumptive ranges are only applicable for disciplinary actions involving an educator's licensure or application for licensure. The presumptive ranges are not applicable for any discipline imposed at the local level. Possible discipline at the local level must follow all local contractual provisions including, but not limited to, due process, progressive discipline, and just cause. However, an educator who violates one or more of the principles may be subject to discipline at both the state and local levels.

Following are the disciplinary actions, including a presumptive range of penalties that shall apply to violations of the *Licensure Code of Professional Conduct for Ohio Educators*.

DISCIPLINARY ACTIONS

1. Professional Behavior

Educators shall behave as professionals realizing that their actions directly reflect on the status and substance of the education profession.

If an educator violates Principle 1, the presumption for the appropriate range of disciplinary action is the following:

I. Suspension (one day to one year) of a license depending upon the violation of the testing procedure.
II. Suspension of a license until the educator comes into compliance with the required background checks.
III. Letter of admonishment up to revocation/denial of a license for other acts unbecoming to the professional conduct of educators.

2. Professional Relationships with Students

Educators shall maintain a professional relationship with all students at all times, both in and out of the classroom.

If an educator violates Principle 2, the presumption for the appropriate range of disciplinary action is the following:

I. Revocation/denial of a license for sexual/physical abuse;
II. Suspension (one day to five years) of a license up to revocation/denial of a license for psychological or emotional abuse or for soliciting, encouraging, engaging or consummating an inappropriate written, verbal, psychological, emotional or physical relationship with a student or minor;
III. Suspension (one day to five years) of a license for disparagement, inappropriate language, physical altercations, inappropriate supervision or harassment.

3. Accurate Reporting

Educators shall accurately report information required by the local board of education or governing board, state education agency, federal agency or state or federal law.

If an educator violates Principle 3, the presumption for the appropriate range of disciplinary action is the following:

I. Suspension (one day to three years) of a license for falsifying, intentionally misrepresenting, willfully omitting, or being negligent in reporting criminal history, discipline of a professional license or credential, academic awards or employment history.
II. Suspension (three years to five years) of a license up to revocation/denial of a license for falsifying, intentionally misrepresenting, willfully omitting, or being negligent in reporting professional qualifications, or college or professional development credit and/or degrees.
III. Suspension (one day to five years) of a license for all other violations of this principle.

4. Criminal Acts

Educators shall adhere to federal, state and local laws and statutes.

If an educator violates Principle 4, the presumption for the appropriate range of disciplinary action is the following:

I. Revocation/denial of a license for a criminal offense that is an offense of violence, theft offense, drug abuse offense or sexually oriented offense, as defined in Ohio Administrative Code Rule 3301-20-01;
II. Revocation/denial of a license for a criminal offense involving the school community or where the victim is a student or minor;
III Suspension (one day to five years) of a license up to revocation/denial of a license for all other felony criminal acts;
IV. Letter of admonishment up to revocation/denial of a license for all other misdemeanor criminal acts (for example, disorderly conduct, trespassing, assault, passing bad checks, fraud, domestic violence, possession of drugs)

5. Confidentiality

Educators shall comply with local, state and federal laws related to maintaining confidential information.

If an educator violates Principle 5, the presumption for the appropriate range of disciplinary action is suspension (one day to two years) of a license.

6. Use, Possession, or Unlawful Distribution of Alcohol, Drugs and Tobacco

Educators shall not use, possess or unlawfully distribute illegal or unauthorized drugs. Educators shall not use alcohol during any school activity involving students, minors or underage persons. Educators shall not use tobacco during any school activity except in designated areas. Educators shall not furnish, provide or encourage students or underage persons to use, possess or unlawfully distribute alcohol, tobacco, or illegal or unauthorized drugs

If an educator violates Principle 6, the presumption for the appropriate range of disciplinary action is the following:

I. Suspension (one year to five years) of a license up to revocation/denial of a license for violations dealing with students, minors, or underage persons or school activities;
II. Suspension (one day to five years) of a license for misuses unrelated to students, minors, or underage persons or school activities.

7. Financial Management and Improper Compensation for Personal Gain

Educators shall ensure all school funds and accounts are managed in a responsible and transparent manner. Educators shall ensure school property, public funds or fees paid by students or the community are not used for personal gain. Educators shall not make decisions based upon gifts, gratuities, favors or the socioeconomic status of parents, family members, community members or businesses.

If an educator violates Principle 7, the presumption for the appropriate range of disciplinary action is the following:

I. Suspension (two years to five years) up to revocation/denial of a license for theft of school property or school funds;
II. Letter of admonishment up to suspension (one day to one year) of a license for using one's position for personal gain;
III. Suspension (one day to five years) up to revocation/denial of a license for all other violations of this principle.

8. Commitment to Contract

Educators shall fulfill all of the terms and obligations detailed in their employment contract with the local board of education, public educational agency, or community school for the duration of the contract.

If an educator violates Principle 8, the presumption for the appropriate range of disciplinary action is a letter of admonishment up to suspension (one day to one year) of a license.

9. Appropriate and Responsible Use of Technology

Educators shall always use technology, electronic communications, and social media in a responsible and professional manner and appropriately safeguard the unauthorized use or access to electronic devices and data entrusted to them.

If an educator violates Principle 9, the presumption for the appropriate range of disciplinary action is the following:

I. Letter of admonishment up to suspension (one day to five years) of a license for negligence in failing to prevent others from unauthorized access of professional devices and students from unauthorized access of personal devices, accessing inappropriate, non-school-related material on school-owned devices, and use of school technology to run, manage, or promote a personal business;
II. Suspension (one day to five years) of a license up to revocation/denial of a license for presenting inappropriate, non-school-related media to students and for violations involving the use of technology to host, post, or distribute inappropriate material;
III. Suspension (one year to five years) of a license up to revocation/denial of a license for violations involving use of technology for promoting and/or engaging in inappropriate communication with students;
IV. Suspension (one day to five years) of a license for failing to report or address instances of electronic or online harassment, bullying, or intimidation of a student, or failing to appropriately intervene when made aware of inappropriate or illegal materials involving students or minors appearing in electronic form.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Agreement") is made by and between the Westfall Education Association ("Association") and the Westfall Local School District Board of Education ("Board"), collectively, "the parties."

WHEREAS, the Board and the Association are parties to a collective bargaining agreement ("CBA") with a term of July 1, 2025-June 30, 2028;

WHEREAS, as part of the new CBA, the parties are transitioning from a high deductible HSA health plan to a PPO health plan, effective January 1, 2026;

WHEREAS, the parties have discussed the remaining twenty-five percent (25%) HSA payment due in September 2025 under the 2022-2025 collective bargaining agreement and wish to memorialize their agreement through the terms of this Memorandum of Understanding;

NOW, THEREFORE, the parties agree as follows:

1. In September 2025, the Board shall make the final HSA contribution for eligible employees enrolled in the District's high deductible HSA plan as follows:
    a. Family plan $800
    b. Single Plan $400.
2. The Association waives any right to file a grievance or an unfair labor practice complaining of the facts and events that gave rise to this Agreement. This Agreement shall not affect the interpretation of the CBA, is based on the particular circumstances of this case and will not be used against the Association or Board of Education as past practice or precedent.
3. This Agreement shall remain in effect until the HSA payments set forth herein are made by the Board.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, and with full understanding of said terms, the parties hereby voluntarily agree to be bound by this Agreement upon its effective date. This Agreement will become effective on the date it is signed and approved by the parties.

FOR THE ASSOCIATION

Kaster Uejkop

7/24/25

Date

FOR THE BOARD

7/24/25

Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Agreement") is made by and between the Westfall Education Association ("Association") and the Westfall Local School District Board of Education ("Board"), collectively, "the parties."

WHEREAS, the Board and the Association are parties to a collective bargaining agreement ("CBA") with a term of July 1, 2025-June 30, 2028;

WHEREAS, as part of the new CBA, the parties agreed to establish a pilot program for the 2025-2026 school year to provide pre-school teachers with thirty (30) minutes of uninterrupted lunch;

WHEREAS, the parties wish to memorialize their agreement through the terms of this Memorandum of Understanding;

NOW, THEREFORE, the parties agree as follows:

1. A pilot program will be established during the 2025-2026 school year to award thirty (30) minutes of uninterrupted lunch to pre-school teachers each day during the 2025-2026 school year. This MOU will remain in place for the 2025-2026 school year. The Parties may renew this MOU for additional one (1) year periods or the term of the CBA upon the signed written agreement of the Superintendent and the Association President.

2. The Association waives any right to file a grievance or an unfair labor practice complaining of the facts and events that gave rise to this Agreement. This Agreement shall not affect the interpretation of the CBA, is based on the particular circumstances of this case and will not be used against the Association or Board of Education as past practice or precedent.

3. This Agreement shall remain in effect for the 2025-2026 school year only, unless renewed for additional periods as set forth in Section 1.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, and with full understanding of said terms, the parties hereby voluntarily agree to be bound by this Agreement upon its effective date. This Agreement will become effective on the date it is signed and approved by the parties.

FOR THE ASSOCIATION

Kaitlyn Wynkoop

7/24/25

Date

FOR THE BOARD

7/24/25

Date