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Master Agreement

between the

Woodridge Education Association

and the

Woodridge Local School District
Board of Education

AUGUST 1, 2025-JULY 31, 2028

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ARTICLE I. RECOGNITION

A. The Woodridge Local School District Board of Education ("Board") recognizes the Woodridge Education Association ("Association"), an affiliate of the Ohio Education Association/National Education Association, as the sole and exclusive representative and negotiating agent for certificated personnel, including long-term substitutes, as defined in Ohio Revised Code Section 4117.01 (C).

B. Those excluded from the bargaining unit shall be limited to supervisory and management level employees, casual substitute teachers, teacher aides, noncertified employees, and other casual employees defined in Paragraph D below.

C. Supervisory and management level employees shall be defined as persons who by contract and certification are Superintendents, directors, principals, assistant principals, certified District supervisors, administrative coordinators, or any other certificated employees who have the authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees; to responsibly direct them; to adjust their grievances; or to effectively recommend such action if the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment, provided, however, that employees who are collegial coaches or teachers shall not be deemed supervisors, but shall be members of the bargaining unit.

D. "Casual employees" shall be defined as persons employed for intermittent periods of time. Substitute teachers who work more than sixty (60) consecutive days in the same assignment per school year shall not be considered casual employees, but shall be a part of the bargaining unit and considered a long term substitute.

E. Recognition of the Association as the sole and exclusive representative of members of the above-defined bargaining unit shall be for the term of this Agreement without challenge as provided for in Ohio Revised Code Chapter 4117 and will continue thereafter until and/or unless the Association's status as exclusive representative is altered pursuant to Ohio Revised Code Chapter 4117.

ARTICLE II. BARGAINING PROCEDURE

A. Requests for Negotiations

1. Requests for an initial meeting by either the Board or the Association shall be made in writing to the other party prior to March 1 of the year in which this Agreement expires. Acknowledgement of such requests shall be in writing. Prior to the first meeting between the negotiating teams, representatives for the Board and the Association may discuss the manner in which bargaining shall take place. Nothing

in this Agreement shall prevent the parties from selecting an alternative form of negotiations.

2. The party initiating the request is responsible for filing a Notice to Negotiate with the State Employment Relations Board.

B. Bargaining Team

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

C. Meetings

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

D. Scope of Bargaining

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

E. Exchange of Information

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

F. Caucus

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

G. Tentative Agreement

1. As items are agreed upon by the negotiating teams, they shall be initialed by the spokesperson for each team and dated. Such tentative agreements shall be in language which clearly expresses the entire contractual provision agreed to and

shall not require reference to other documents in order to arrive at an understanding of the tentative agreement.

2. When the negotiating teams have arrived at tentative agreement on all items at negotiations, the tentative agreements shall be reduced to a proposed contract which shall be initially submitted to the membership of the bargaining unit and recommended for ratification by the negotiating team. When the bargaining unit has ratified the agreement, the Association President, as well as the members of the negotiating team, shall sign the agreement and submit it to the Board. The Board shall be presented with the tentative agreement, and the negotiating team for the Board shall recommend the adoption and approval of the agreement. The Board shall act on the tentative agreement within twenty (20) calendar days of the ratification by the bargaining unit.

H. Disagreement

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

I. Miscellaneous

1. Negotiation Notes:

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

2. Submission of Issues:

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

3. Assistance

The parties may call upon professional and lay consultants to consider matters under discussion and to make suggestions. The costs of such consultants shall be borne by the parties requesting them. The party seeking to use the consultant shall

advise the chief negotiator for the other team of the identity of the consultant and the subject to be addressed, at least twenty-four (24) hours in advance of the consultant's appearance at a negotiation session.

J. Interim Negotiations

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

2. In the event that the bargaining issue(s) are not resolved within the prescribed time limitations, the parties agree to seek the assistance of the Federal Mediation and Conciliation Service (FMCS) or other mutually agreed upon mediation service.

3. If mediation does not resolve the issue(s) within fifteen (15) days after the start of mediation, the Association has the option to strike after providing notification as specified in Ohio Revised Code Chapter 4117, and this Agreement shall be considered expired.

4. This procedure is intended by the parties to represent the mutually agreed dispute resolution procedure for interim negotiations and is intended to supersede the statutory procedure contained in Ohio Revised Code Section 4117.14.

ARTICLE III. GRIEVANCE PROCEDURE

A. Grievance Policy

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

B. Definitions

1. A grievance is a written complaint involving the alleged violation, misinterpretation, or misapplication of this Agreement.

2. A grievant is a member or group of members of the bargaining unit or the Association filing a grievance.

C. Timelines

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

D. Procedure

1. Level I

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

2. Level II

a. Within twenty (20) calendar days after the grievant knew or reasonably should have known of the event or condition which gives rise to the alleged grievance, the grievant shall file a written grievance with the Superintendent. The written grievance shall specify the name of the grievant, the date of the event which gives rise to the alleged grievance, the provisions of this Agreement which have been allegedly violated, misinterpreted, or misapplied, a brief statement of the nature of the grievance and the remedy sought by the grievant.

b. Within ten (10) calendar days after receipt of the written grievance by the Superintendent, the Superintendent shall meet with the grievant to discuss the content of the grievance.

c. The grievant may be represented at this meeting by a representative of his/her choice.

d. Within ten (10) calendar days after the meeting with the Superintendent, the Superintendent shall render a written decision on the grievance.

3. Level III

a. If the grievant is not satisfied with the disposition of his grievance at Level II, or if no decision has been rendered within ten (10) calendar days after meeting with the Superintendent, the grievant may file the written grievance with the Board within fifteen (15) days.

b. At the next regular Board meeting which occurs not less than three (3) calendar days after the receipt of the written grievance, the Board shall meet with the grievant in executive session to discuss the content of his/her grievance.

c. The grievant may be represented by a representative of his/her choice at the meeting with the Board.

d. Within ten (10) calendar days after the meeting with the grievant, the Board shall render its decision which shall be in writing and signed by the Board President.

4. Level IV

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

b. The grievant's demand for arbitration shall be made within ten (10) days following receipt of the disposition of the grievance at Level III. The grievant's demand for arbitration shall be made in writing to the Superintendent. Within ten (10) days following receipt by the Superintendent of the grievant's request for arbitration, the Board (or its designated representative) and the grievant shall mutually petition the American Arbitration Association (AAA) to provide both parties with a list of arbitrators. Arbitrators will be selected in accordance with the Voluntary Labor Arbitration Rules of the AAA.

c. Once the arbitrator has been selected, he/she shall proceed with the arbitration of the grievance in accordance with the Voluntary Labor Arbitration Rules of the AAA. The arbitrator shall have the authority to consider only a single grievance, or several grievances involving a common question of interpretation or application. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to the Association and the Board. The decision of the arbitrator shall be binding on the Board, the Association, and the grievant.

d. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Collective Bargaining Agreement, nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted to him/her, or to submit

observations or declarations of opinion, which are directly essential in reaching the determination.

e. The costs for arbitration, including the administrative fee, shall be shared equally by the Board and the Association.

E. Miscellaneous

1. The Association President shall receive prior notice of each meeting above Level I held to resolve a grievance formally filed. Decisions rendered at each formal level will be made in writing setting forth the decision and the reason(s) therefore, and will be transmitted promptly to all parties in interest, to the Association President, and the administrator involved.

2. Nothing contained herein will be construed as limiting the right of any bargaining unit member having a complaint or problem to discuss the matter informally with any appropriate member of the Administration, and having the complaint adjusted. The Association President shall be notified in writing of any such adjustment that occurs.

3. No records, documents, or communications concerning a grievance will be placed in a bargaining unit member's personnel file.

4. A grievant has the right to representation at all levels of the grievance procedure.

5. The parties shall schedule meetings and hearings at all levels of the grievance procedure so that the educational process will not be interrupted.

6. An Association representative and up to two (2) necessary witnesses shall be accorded a reasonable amount of release time to attend hearings at Levels 1-3 of the grievance procedure if the hearing is scheduled during the workday. The attendance of the witnesses and their identities must be made known to the Administration prior to the scheduling of the meeting or hearing at Levels 1-3.

ARTICLE IV. ASSOCIATION RIGHTS

A. Use of Buildings

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

B. Building Visitation

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

C. Bulletin Boards

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

D. Use of Mailboxes

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

E. Board Meeting Notification

The Board will continue to provide the following information online:

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

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

3. The minutes of each Board meeting.

F. Association Announcements

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

G. Staff Directory

The District's Staff Directory is available to any bargaining unit member electronically. The District will also provide the following bargaining unit information, in an electronic format to the Association President no later than September 30 of each school year and within twenty (20) days of any change in information.

-Name
-Home address
-Personal email address
-Work site
-Grade level or assignment
-Seniority date
-Full time equivalent (FTE) status
-Whether on a limited or continuing contract
-Type of credential (e.g., provisional, professional, permanent)
-Whether the bargaining unit member is participating in payroll deduction of Association dues.

H. New Bargaining Unit Member Orientation

The District will provide an annual orientation for all newly hired bargaining unit members to take place within seven (7) calendar days of the first day of classes, except when no new bargaining unit members are starting employment that school year. Any members hired after the start of the school year will be provided an in-person orientation within twenty-one (21) calendar days of the date of hire, New members will be paid for time spent in an orientation held outside the employee's contract day and/or work year.

1. Scheduling

The District will give written notice to the Association President and Vice-President of the date, time, and location of all such orientations not less than ten (10) calendar days prior to any orientation meeting.

2. Association Time

The Association will be provided not less than sixty (60) uninterrupted minutes of time to communicate with bargaining unit members at each new member orientation. Such time will not occur at the end of the meeting day unless the Association requests, in writing, to be placed at the end of the agenda. All non-bargaining unit employees will excuse themselves during this portion of the orientation. Up to one (1) Association representative required by the Association to be present for this portion of the orientation will be released from other duties to participate without loss of pay or other benefit.

I. Public Information

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

J. Use of Equipment

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

K. Association Leave

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

L. Collaboration

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

I. Academic Distress

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

ARTICLE V. INDIVIDUAL RIGHTS

A. Personnel Files

1. The Bargaining unit members shall be permitted to review their personnel files, also referred to as their anecdotal records, except letters of reference or materials received prior to employment. Such review shall be done in the presence of the custodian of the records or his/her representative.

2. Bargaining unit members shall receive a copy of any and all items which are capable of being duplicated placed in their personnel files excluding routine payroll-related documents, letters of reference or materials received prior to employment. On request, the entire contents or any portion of such file, excluding letters of reference or materials received prior to employment, shall be duplicated and forwarded to the bargaining unit member provided the materials are capable of being duplicated and provided further that the Board will be obligated to provide such contents or any portion thereof only once. Requests for more than forty-five (45) pages may be subject to the usual and customary cost of reproduction.

3. Materials placed in a bargaining unit member's file after August 15, 1987, other than routine payroll-related documents, will be dated and signed by the person making the entry.

4. The official personnel file pertaining to the employment and performance of each bargaining unit member will be maintained at the offices of the Administration presently located at 4411 Quick Road.

5. Bargaining unit members shall be permitted to review their files as prescribed in Paragraph 1 above, by prior appointment or other mutually convenient arrangement with the custodian of the records, during the posted hours, holidays excluded, within two (2) working days after the request is made.

6. Should a public records request to examine a bargaining unit member's personnel file be made, the Superintendent or his/her designee will notify the member of the request by telephone and school e-mail and afford the member, if possible, an opportunity to be present when access is granted. The Superintendent or his/her designee shall be present whenever a non-employee is reviewing a member's personnel file.

B. Non-renewal and Discharge

1. The termination of a bargaining unit member's contract shall be in accordance with the provisions of the Ohio Revised Code Section 3319.16 and related provisions.

2. If the Superintendent intends to recommend the non-renewal of a limited teaching contract following the first or second year of employment in the District, the Superintendent shall give the bargaining unit member notice when he/she intends to make the recommendation to the Board. The evaluation of the bargaining unit member shall be in accordance with Article XI. This provision supersedes the provisions of Ohio Revised Code Section 3319.11.

3. Beginning the third year of employment, the non-renewal of a limited contract of a bargaining unit member shall be in accordance with the provisions of Ohio Revised Code Section 3319.11. The evaluation of the bargaining unit member shall be in accordance with Article XI.

4. Written notice of non-renewal shall be given to a bargaining unit member on or before June 1 of the year in which the bargaining unit member's limited contract expires.

5. In the event a member is called to a disciplinary conference or a meeting where the member reasonably believes discipline may result, the bargaining unit member

may be accompanied by a representative. Such right to representation shall not unduly delay the convening of a disciplinary conference.

6. No bargaining unit member may be disciplined without just cause.

C. Protection of Bargaining Unit Members

1. Reasonable physical force may be used by a bargaining unit member to protect himself/herself or another bargaining unit member and/or student from possible injury or to restrain a disruptive student consistent with Ohio law on student restraint and seclusion. Appropriate training will be offered to all bargaining unit members at District expense.

2. Bargaining unit members will immediately report all such instances, as well as cases of alleged assault upon themselves while in the course of their employment, to the principal or immediate supervisor, in writing, giving in detail the circumstances thereof.

D. Professional Meetings and Conferences

1. Bargaining unit members are encouraged to attend professional meetings that contribute to the improvement of the educational program. Subject to the approval of the Superintendent, each bargaining unit member shall have the opportunity to attend such meetings as a representative of the District. In order to regulate attendance at these meetings, certain procedures must be observed as required by the Administration.

2. Subject to approval by the Superintendent, elected delegates, not to exceed two (2) in number, to the OEA delegate assemblies may be granted leave to attend these assemblies. Approval shall not be unreasonably withheld. The leave cannot exceed a total of three (3) days for each delegate. Where such delegates are replaced by substitute teachers, the cost thereof shall be equally shared by the Association and the Board. Bargaining unit members will submit anticipated absence requests to the Superintendent as soon as the delegates are selected.

E. Labor-Management Committee

1. A Labor-Management Committee (LMC) shall be established as an aid to the communication between the parties to this Agreement. The functions of the committee shall be to confer on all matters of concern, to keep both parties informed of changes and developments, to confer over potential problems in order to keep such matters from becoming major in scope. The membership of this committee shall be the Superintendent**,** (his/her designee), the Association President and the Association Vice President.

2. The LMC shall be scheduled to meet the third Thursday of each month (September through May) but may be canceled if there is no reason to meet.

F. No Reprisals

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

ARTICLE VI. LEAVE PROVISIONS

A. Sick Leave

1. Sick leave shall be earned by all full-time bargaining unit members on the basis of one and one-fourth (1 1/4) days per month of employment. Bargaining unit members shall be entitled to accumulate fifteen (15) days of sick leave per year. Part-time bargaining unit members shall be credited with a pro rata amount of sick leave proportioned to the amount of time employed each day; this provision supersedes Ohio Revised Code Section 3319.141 as to part-time employees.

2. Unused sick leave is cumulative without limit.

3. Bargaining unit members who exhaust their sick leave or new bargaining unit members who have not accumulated enough sick leave shall be advanced five (5) days per year as long as the days can be earned back by the end of that school year (school year for this purpose means September through August). At the discretion of the Board, a bargaining unit member may be advanced additional sick leave days. So long as the bargaining unit member remains in the employment of the Board, the bargaining unit member is required to earn back any advanced Sick Leave days so no loss in pay results. Should the bargaining unit member leave the employment of the Board, be placed on unpaid Leave of Absence, or die, any remaining advanced sick days will be deducted from the final adjusted pay or estate.

4. Sick leave may be used for absence due to illness, injuries, exposure to contagious disease, pregnancy, adoption, and an illness or death in the bargaining unit member's immediate family. If medical attention is required, the bargaining unit member shall provide the name and address of the attending physician and the dates on which he/she consulted with the physician, if requested.

5. Illness in the immediate family is interpreted to include parent, parent-in-law, spouse, child, stepchild, or any dependent (if allowed as a state or federal exemption) residing in the bargaining unit member's household.

6. Death in the immediate family is interpreted to include all of the above plus grandparent, grandparent-in-law, grandchild, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, niece, and nephew or any other person who held a close relationship to the bargaining unit member similar to a member of the immediate family.

B. Family and Medical Leave

1. An eligible bargaining unit member may take up to twelve (12) weeks of leave in a 12-month period under the federal Family and Medical Leave Act. The 12 month period will be from August 1 through July 31. Leave will be granted for the reasons stated in, and in accordance with, the provisions of the FMLA. The legally mandated notice to employees, which summarizes the basic rights of employees and employers under the FMLA, will be continuously posted and also available for viewing on the District's website.

2. Application for leave under FMLA must be made thirty (30) days in advance, except in cases of emergency.

3. Nothing in this Section shall prevent a bargaining unit member from choosing to use a paid leave as described in other Sections of this Article.

4. Only bargaining unit members who have worked at least one (1) year for the District and at least 1100 hours for the employer over the last 12-month period are eligible for family and medical leave.

5. Intermittent Leave

a. Leave for either 1) the birth, adoption or fostering of a child where the child is placed with the bargaining unit member, or 2) the care for a newborn, adopted or foster child within one year of the child's arrival may not be taken intermittently or on a reduced leave schedule, unless the bargaining unit member and the Board agree otherwise.

b. Leave for other reasons may be taken intermittently or on a reduced leave schedule when medically necessary.

c. If a bargaining unit member requests leave for either of the reasons in 5.a. or 5.b. based on planned medical treatment and the bargaining unit member would be on leave for greater than 20% of the total number of working

days in the period in which the leave would extend, the bargaining unit member must elect either to:

1) Take continuous leave for the entire treatment period; or

2) Transfer temporarily to an available alternative position offered by the District for which the bargaining unit member is qualified, and that has equivalent pay and benefits and better accommodates the recurring periods of leave than the bargaining unit member's regular teaching position.

d. Rules applicable to leaves near the conclusion of an academic term:

1) Leave more than five (5) weeks prior to end of term -- if the bargaining unit member begins leave more than five (5) weeks prior to the end of the academic term, the Board may require the individual to continue taking leave until the end of such term, if

(a) The leave is of at least three (3) weeks duration, and

(b) The return to employment would occur during the three (3) week period before the end of such term.

2) Leave less than five (5) weeks prior to end of term -- if the bargaining unit member begins leave for the reasons in 1.a. or 1.b. during the period that commences five (5) weeks prior to the end of the academic term, the Board may require the bargaining unit member to continue taking leave until the end of such term, if

(a) The leave is of greater than two weeks duration, and

(b) The return to employment would occur during the two week period before the end of such term.

3) Leave less than three (3) weeks prior to end of term -- if the bargaining unit member begins leave for reasons in 1.a. or 1.b. during the period that commences three (3) weeks prior to the end of the academic term and the duration of the leave is greater than five (5) working days, the Board may require the bargaining unit member to continue to take leave until the end of such term.

e. The term "reduced leave schedule" is defined as a leave schedule that reduces the usual number of hours per workweek, or hours per workday, of a bargaining unit member.

6. Bargaining Unit Member's Duties

a. Notice

- If leave is taken for either of the reasons in 5.a. or 5.b. and the leave is foreseeable based on the expected birth or placement, the bargaining unit member must provide the Superintendent with not less than 30 days' notice, before the date the leave is to begin, unless the date of the birth or placement requires leave to begin in less than 30 days, in which case the bargaining unit member must provide such notice as is practicable.

- If leave is taken for either of the reasons in 5.c. or 5.d. and the leave is foreseeable based on planned medical treatment, the bargaining unit member must:

  1) Make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the Board; and

  2) Provide the employer with not less than 30 days' notice, before the date the leave is to begin, unless the date of the treatment requires leave to begin in less than 30 days in which case the bargaining unit member must provide such notice as is practicable.

b. Certification

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

This certificate must state:

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

2) The probable duration of the condition;

3) The appropriate medical facts within the knowledge of the health care provider regarding the condition;

4) For leave to care for a son, daughter, spouse or parent with a serious health condition, a statement that the bargaining unit member is needed to care for the son, daughter, spouse or parent and an estimate of the amount of time that such bargaining unit member is needed to care for the son, daughter, spouse or parent;

5) For leave to recover from a serious health condition, a statement that the bargaining unit member is unable to perform the functions of his/her position; and

6) In the case of certification for intermittent leave for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment.

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

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

c. Subsequent Recertification

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

d. If a bargaining unit member takes leave, the bargaining unit member must present to the Board, prior to resuming work, certification from the bargaining unit member's health care provider stating that the bargaining unit member is able to resume his/her duties.

e. During his/her leave, a bargaining unit member is required to report periodically to the Board his/her status and when he/she intends to return to work.

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

7. Board's Duties

a. Maintenance of health benefits: The Board will maintain the bargaining unit member's coverage under its "group plan" during the duration of the leave at the level and under the conditions coverage would have been provided if the bargaining unit member had continued in employment continuously for the duration of such leave.

b. Restoration of Position -- On return from leave, the Board will:

1) Restore the bargaining unit member to the position(s) he held when the leave commenced; or

2) Restore the bargaining unit member to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

3) Determination of appropriate assignment will be made on the basis of established Board policies and the collective bargaining agreement.

c. No loss of benefits: The bargaining unit member will not lose any employment benefits accrued prior to the date on which the leave commenced. The term "employment benefits" includes all benefits provided or made available to the bargaining unit member by the board, including group life insurance, health insurance, and sick leave.

d. If both spouses are working for the Board, their total leave in any 12 month period will be limited to 12 weeks, if the leave is taken to care for a newborn, adopted or foster child, or to care for a sick parent for either of the reasons in 1.a. or 1.b.

8. Substitution of Paid Leave

a. A bargaining unit member must substitute any of his/her accrued personal leave or sick leave for leave provided for any part of the 12-week period of such leave.

b. If the bargaining unit member has not accrued adequate paid leave to encompass the entire 12-week period of leave taken under this Section, the additional weeks of leave necessary to attain the 12 work weeks of leave will be taken without compensation.

C. Parental Leave

1. Pregnancy Leave

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

After birth of the child, the member will be granted four (4) weeks of paid pregnancy leave. The member may then use sick leave following the immediately succeeding four (4) weeks of paid pregnancy leave - two (2) calendar weeks for a regular delivery or four (4) calendar weeks for a Caesarian delivery without certification of a pregnancy related disability. The use of sick leave for this purpose after such eight (8) week period, requires submission of a doctor's certification, dated within the pregnancy leave period, that the disability exists and precludes the member from working. This provision does not preclude a member from using sick leave in accordance with the terms of Article VI, Section A of this Agreement. The four (4) weeks paid pregnancy leave referenced in C(1) shall be paid out of the sick leave bank (Article VI(I)). If no days are available in the sick leave bank, paid pregnancy leave shall not be paid.

2. Maternity/Adoption

Maternity leave, without pay, shall be granted at the request of the bargaining unit member for the balance of the semester in which the doctor releases the bargaining unit member to return to work.

A member who adopts a child(ren) shall be granted four (4) weeks of adoption leave at the request of the bargaining unit member. The member may then use two (2) weeks of sick leave during the immediately succeeding four (4) weeks of paid adoption leave. Adoption leave shall not exceed six (6) weeks per adoption, to be taken consecutively and commenced within the first two weeks after receipt of the child. Appropriate documentation confirming the date the child is received will be submitted to the building principal. For purposes of this provision, the adoption of multiple children at the same time constitutes a single adoption. The four (4) weeks of paid adoption leave referenced in C(2) shall be paid out of the sick leave bank (Article VI(I)). If no days are available in the sick leave bank, paid adoption leave shall not be paid.

The following conditions shall apply when applying for unpaid parental leave:

a. Requests for maternity leave shall be filed with the Superintendent's office at least eight (8) weeks prior to the beginning of the requested leave if possible.

b. Adoption leave shall extend through the remainder of the school contract year in which the adoption occurs, or for a shorter period if requested.

3. Paternity

Four (4) weeks of paid paternity leave, shall be granted at the request of a bargaining unit member who has fathered or adopted a child in accordance with the provisions of 2.a. and 2.b. The member may then use two (2) weeks of sick leave during the immediately succeeding four (4) weeks of paid paternity leave. The four (4) weeks of paid paternity leave referenced in C(3) shall be paid out of the sick leave bank (Article VI(I)). If no days are available in the sick leave bank, paid paternity leave shall not be paid.

4. The Administration will make reasonable efforts to return the bargaining unit member to a comparable assignment to that held before going on maternity leave, without pay. A returning bargaining unit member shall not be entitled to advancement on the salary schedule years of experience for the period of the leave, if bargaining unit member's paid time is less than one hundred twenty (120) days nor shall any sick leave accrue during that time.

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

D. Personal Leave

1. Three (3) days of unrestricted personal leave shall be granted to each employee each year. Such leave shall be non-cumulative. Any employee who does not use three (3) days of personal leave in any school year will have the option to have the unused days added to his/her sick leave accumulation or any unused personal days in a school year will be rolled over to the next school year. No more than four (4) personal days shall be accumulated in any one school year. Unused personal day(s) unable to be rolled over due to maximum accumulation shall be added to the sick leave accumulation.

2. Except in extenuating circumstances, no more than five (5) staff members in a building for whom a substitute must be hired will be permitted to be absent on a given day for personal leave or professional leave. Applications for personal leave or professional leave will be considered on a first come, first served basis.

3. Except in extenuating circumstances, personal leave shall not be used on the first or last five (5) days of school, before or after or to extend a vacation or holiday, or on consecutive days. Examples of extenuating circumstances include, but are not limited to: weddings of family members or close friends, funerals of family members or close friends not covered by sick leave; graduation exercises in which the employee or a family member is participating involving the employee, employee's child or grandchild; college orientation/program involving the employee's child or grandchild; attendance at a school program; required court appearance; religious observance that is recognized by the employee's faith.

4. Abuse of the personal leave provision may result in discipline.

5. Personal leave will not be taken without forty-eight (48) hours prior notice except in an emergency. In case of an emergency the Superintendent or his/her designee can give verbal approval of a leave request.

6. The Superintendent or his/her designee may authorize additional absences for justifiable reasons. The reasons shall be stated in writing and submitted on the District's "Request for Pay Deduct" form. If approved by the Superintendent (or designee), the employee is responsible for entering the absence into the District's attendance reporting system (currently AESOP).

7. For purposes of this Article the following are considered holidays or vacation periods: Labor Day, Thanksgiving Day, Christmas Day to New Year's Day, Martin Luther King Day, Presidents Day, Spring Break, Good Friday/Easter Monday, and Memorial Day.

8. Personal leave cannot be used by a member to work another job.

E. Leave for Professional Improvement

1. In accordance with the Ohio Revised Code Section 3319.131, bargaining unit members with a minimum of five (5) years of experience in the District will be permitted to improve their professional status through further study in accredited institutions for a period of one (1) school year (July through June). While on professional leave, the bargaining unit member shall receive a salary in the amount which represents the difference between his/her gross salary and that of his/her replacement provided the replacement bargaining unit member's salary is lower. Every reasonable effort will be made to notify the bargaining unit member of the anticipated amount of partial salary on or before July 15.

2. Bargaining unit members, not to exceed two (2) in any one (1) year, will be selected on a seniority basis, the plan for professional growth, and the availability of a replacement.

3. Upon his/her return, the bargaining unit member shall be restored to his/her former position, if possible, or to a position of at least comparable nature of status and seniority. The bargaining unit member must agree to return to the District and teach a minimum of two (2) years and sign a contract to that effect. A signed agreement, including a cognovits note, shall stipulate that the failure of the bargaining unit member to provide such service shall result in his/her obligation to reimburse the District for the salary paid him/her during the professional leave.

4. An application with the plan for professional growth must be approved and on file in the Office of the Superintendent by February 1 of the school year preceding the leave. All applications will be acted on by March 15. A committee to make the selection shall be composed of two (2) administrators and two (2) bargaining unit members selected by the Association.

5. At the conclusion of the leave, the bargaining unit member shall provide evidence that the plan was followed.

F. Jury/Subpoena Duty

1. When a jury summons is received, the Superintendent shall be notified promptly. If necessary, a satisfactory replacement will be secured.

2. If a bargaining unit member is subpoenaed to testify on behalf of the Board or in a proceeding where he/she is to testify regarding an issue that involves a student matter and/or the teacher's professional responsibilities or enforcement of this Agreement, the bargaining unit member will not be required to use personal leave for that involuntary absence. In the case of a subpoena in a matter to enforce the Collective Bargaining Agreement, the Association is limited to six (6) days (taken in ½ day increments) per year.

3. If any bargaining unit member serves as a juror, the compensation he/she receives for his/her service shall be retained by the bargaining unit member.

G. Assault Leave

1. The Board will provide up to a maximum of six (6) months' assault leave (up to ten (10) school days for a mental disability) to a bargaining unit member who is absent due to physical or mental disability resulting from an assault by a student or parent which occurs in the course of a member's Board employment. The member will be maintained on full pay status during the period of such absence under the following provisions:

   a. The member who has been assaulted must furnish a written signed statement on forms provided by the Board to justify use of assault leave.

b. Medical attention is required, and a certificate from a licensed physician stating the nature of the disability and its duration shall be provided before assault leave can be approved for payment.

2. Falsification of either a written signed statement or a physician's certificate shall be grounds for suspension or termination of employment.

3. Assault leave granted under this provision shall not be charged as sick leave or other leave.

4. If the member is disabled by the assault for longer than the duration originally stated by the physician in paragraph 1.b., the Superintendent may approve an extension of assault leave and may require a second medical opinion to substantiate such leave extension.

5. If a member's absence resulting from assault is covered by Workers' Compensation, the Board shall provide the additional compensation that will provide the member with the same income he/she was receiving at the time of his/her assault. In the event a delayed award by Workers' Compensation results in total combined payment to the bargaining unit member which results in an amount equal to more than the unit member's normal per diem rate, the excess payment will be returned to the Board.

6. The member shall furnish a written signed statement on forms provided by the Board and shall file charges against the assailant(s).

7. Any exception to the above must be approved by the Superintendent.

H. Return from Leave Procedure

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

2. During the second semester of a school year, a bargaining unit member who is on a leave of absence that will extend beyond March 31 shall inform the Superintendent by March 31, in writing, if he/she intends to return to work during the balance of that semester or the beginning of the next school year. Once the intention has been communicated to the Superintendent, a modification will require the Superintendent’s approval.

3. If a bargaining unit member does not inform the Superintendent by March 31 of when he/she intends to return, the Board shall send a letter by certified mail, return receipt requested, to the teacher and a copy to the Association President informing him/her that it considers the lack of notice to be a voluntary resignation of employment by the bargaining unit member, effective at the first regular meeting in May unless a notice of intent to return is received. This provision shall supersede the provisions of the Ohio Revised Code Sections 3319.08, 3319.11, 3319.15, and 3319.16 to the extent those statutes address voluntary resignation from employment and continued employment.

I. Sick Leave Bank

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

Enrollment periods, shall be during the month of September of each school year. New bargaining unit members hired after the school year has commenced will have four (4) weeks to enroll.

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

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

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

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

The SBC shall review and approve or deny all applications to the Sick Leave Bank.
The SBC shall be responsible for reporting data concerning the Sick Leave Bank to the Treasurer.

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

Decisions of the SBC are final.

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

The SBC shall operate in conformity with the law.

General Procedures:

1. An application for an allotment from the Sick Leave Bank will be accepted only from those individuals who have contributed to the Bank.

2. Allotments will be limited to use for personal illness and serious illness in the immediate family and pregnancy, adoption, maternity/paternity leaves as described in Article VI (C). A doctor's statement or other agency proof such as in the case of adoption is required with the application in order for the request to be considered.

3. An application will be considered only after a member has used all of his/her accumulated sick leave, personal leave, and available sick leave advances except in the case of pregnancy, adoption, maternity/paternity leaves as described in Article VI (C).

4. Leave allotted from the Sick Leave Bank will be paid at 100% of the member's daily rate of pay.

5. Once qualified to receive an allotment, the maximum amount of leave a member may receive from the Sick Leave Bank is twenty (20) days per year. Allotments from the Bank shall commence on the fourth (4^{th}) consecutive day of absence for which a member has exhausted all paid leave.

6. Allotments from the Sick Leave Bank will be made only for absences under a member's normal bargaining unit employment contract(s).

7. Sick Leave bank days utilized for pregnancy, adoption, maternity/paternity leaves as described in Article VI(C) will not count towards the twenty (20) days per year as defined in paragraph 5 above.

8. Leave may not be received from the Bank for absences due to disabilities which qualify the member for Workers Compensation benefits.

ARTICLE VII. WORKING CONDITIONS

A. Contract Year

1. Work Year

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

The 185 days shall be as follows:

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

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

b. Teachers shall have a paid release day the Monday after Easter and the Monday after Thanksgiving as a compensatory day for the two evenings of conferences as long as this does not result in less than a three (3) day work week.

c. For each school year, the Board shall adopt a school calendar which shall indicate the days with students and without students. The district will have a calendar committee which will consist of two administrators appointed by the superintendent or his/her designee and one teacher representative per building except two (2) representatives from the elementary (K – 2; 3 – 5) appointed by the Association. The calendar committee will jointly produce three (3) calendar options to be presented to membership. For the development of the calendar, the committee shall develop an anonymous survey to allow for bargaining unit members to have input on the draft calendars. The Association shall distribute the survey to its members in a timely manner to allow for feedback prior to presenting the calendars for a vote. The Association membership will vote on the three (3) district school calendar options. The district school year calendar option receiving the majority vote will be presented to the Board of Education for approval. If the Board of Education does not approve the calendar that received the majority vote, the calendar committee will reconvene and repeat the process described in this

The Board shall adopt school calendars every two (2) years for the following two (2) years.

d. Consistent with Section 3319.08 of the Ohio Revised Code, bargaining unit members will be paid for time lost when schools are closed due to inclement weather or an unforeseen calamity. The Board will not make up the first five (5) such calamity days that occur within a particular school year but may make up any calamity day beginning with the sixth (6^{th}) day within the year.

e. For the week immediately prior to school starting and on any day outside the summer recess when teachers are required to be working in the buildings and students are not in attendance, buildings shall be open from 8:00 a.m. until 5:00 p.m.

B. Workday

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

2. The specific starting and ending times of the normal workday for each school shall be discussed and established on or before June 1st each year. The establishment of these normal workdays does not prevent a building administrator from permitting a member of the teaching staff to leave the assigned building earlier than the designated ending time of the workday. Flexible starting and ending times shall be mutually agreed upon between the bargaining unit member and the building administrator and can be requested in writing by either. If a mutual agreement is reached, the agreement will be reduced to writing, signed by the bargaining unit member and the administrator, and remain in effect for the remainder of that school year unless terminated earlier by mutual agreement because of a change in circumstances. This provision does not preclude the renewal of an agreement for the following school year.

A school day Committee shall be formed for the purpose of reviewing and making recommendations to the school day schedules. Subcommittees may be formed by buildings and/or grade levels as the committee determines. Recommendations will be made to the Superintendent.

If the Committee meets after school hours, the teacher members will be paid for the hours at the curriculum rate.

Any recommendations that include changes in working conditions will be subject to a memorandum of understanding.

3. The Board agrees that the high school teachers shall not be assigned more than six (6) classes per day. This provision does not apply to rescheduling that may occur under Ohio law in response to higher than expected lost time due to calamities.

4. In addition to these work hours, the Administration may conduct staff meetings for which attendance is mandatory outside of the normal bargaining unit member workday. Such meetings will be planned so that bargaining unit members are not required to spend more than sixty (60) minutes per month outside their normal workday. If the Administration determines that an emergency situation exists, then additional meetings that extend for more than sixty (60) minutes beyond the normal bargaining unit member workday can be called and staff can be required to attend, subject to the compensation formula in Article XIII, Section E.1.

5. Teachers who are required to complete ETR or MTSS paperwork after school hours shall be paid to do so at the curriculum rate. Time spent will be documented on time sheets provided by the Treasurer's Office.

Teachers who are required to complete WEPS or RIMPS shall be provided with release time to do so.

C. Lunch

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

D. Preparation Time and Collegial Planning

1. Bargaining unit members shall be scheduled at least two hundred (200) minutes preparation time per week during the student day. Such preparation time shall typically be given in periods of at least thirty (30) minutes. Except as otherwise specified in Paragraph 4 below, teachers shall not be scheduled by the Administration to attend meetings or conferences during the teacher's daily planning period.

2. Specials teachers (art, music, physical education) at Woodridge Elementary shall not have lunch or recess duty. This additional time shall be used for specials teachers' planning time in addition to their regular planning time. Rotation schedule of duties will be determined by each building. The assignment of a bargaining unit members to a duty will be done in a fair and equitable manner which includes the rotation of the assignments.

3. Forty-five (45) minutes of collegial planning time is required each week in accordance with the discretion of the Administration.

4. A teacher's planning time is for teacher-driven work. On occasion, and not more than ten (10) times per school year, the Administration may need to schedule a meeting or conference (including IEPs, ETRs, RTIs (formerly called IATs)) during a teacher's planning period. Involuntary professional development will not be scheduled during a teacher's planning time.

E. Substitution

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

2. A substitute shall be provided daily in all buildings whether or not a bargaining unit member has called off. On a rare occasion, the District may not be able to secure a substitute for every building due to no substitute taking the position.

3. If reasonable efforts result in a failure to obtain a qualified substitute, and a substitute is needed during the day, other bargaining unit members may be called upon to assist in the supervision of students.

4. If bargaining unit members are called upon to substitute, they will be compensated at the rate of .0008 of the base salary per class period. A class period shall be a time span of 40-50 minutes.

5. Payment will be made in the next pay period following the submission of the class coverage timesheet.

F. Travel Time

1. Reasonable efforts shall be made when scheduling bargaining unit members who travel between buildings during the school day as part of their assignment to allow sufficient time for the bargaining unit member to make the transition between buildings.

2. All reasonable efforts will be made to provide a total twenty-five (25) minutes for travel, set up and close down for each travel requirement per day.

3. If such a bargaining unit member believes that the allotted time is insufficient, he/she may appeal to the Superintendent who shall meet with the bargaining unit member and the administrators involved to discuss alternatives.

G. Smoke-Free Environment

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

H. Staff Development

1. An ongoing program of staff development is necessary to ensure that bargaining unit members have the requisite skills and abilities necessary to effectively implement the District's curricular program.

2. A Professional Development Committee (PDC) will be created. The PDC shall be comprised of six (6) members with one (1) teacher from WHS, WMS, one (1) teacher from grades 3-5, and one (1) teachers from grades K-2, and two (2) administrators appointed by the Superintendent. The PDC will be responsible for establishing the staff development activities for the District. In the event the Superintendent wants to address specific areas, he/she shall notify the PDC, and the PDC shall develop appropriate staff development activities.

3. The expenditure of funds for staff development activities requires the Superintendent's approval prior to implementation.

4. A schedule of the approved activities which includes a statement of the expectations, number of sessions and cost, if any, will be published in a timely fashion.

5. Bargaining unit members who attend required planned staff development activities outside the regular teacher day will be compensated at the rate established in Article XIII, E.1. and be eligible for CEUs/LEUs for their participation. If university credit is available, any cost for it is the responsibility of the teacher. Staff development activities scheduled outside the regular school year shall be voluntary. When the District requests members to participate in staff development outside the regular school year, members who agree shall be compensated at the rate established in Article XIII, E. 1.

6. In the event state or federal laws, regulations, rules, or standards are enacted during the term of this Agreement that require the implementation of staff development activities, the PDC shall develop the activities.

I. Class Size

1. Reasonable efforts will be made by the Administration to keep class size balanced within a subject/grade level. Factored into considerations of balance shall be the numbers of students in a class, evaluation of the students' needs, and corresponding modifications and accommodations required to meet student needs. Balance can be attained by adjusting the numbers of students in the class, adjusting the mix of students in the class, and/or by providing appropriate ancillary staffing services, or any combination of the above.

2. A teacher who perceives his/her class size to be out of balance with respect to the other classrooms at that subject/grade level shall first discuss the situation with his/her building administrator.

3. The caseload in a special education self-contained class shall not exceed the maximum number established by the Ohio Department of Education for the specific type of special education self-contained class.

J. Workload/Preparation

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

K. Collegial Coach Provisions

1. The following groups shall have Collegial Coaches:

   a. Kindergarten and grades 1, 2, 3, 4, 5, 6, 7 and 8 (one per grade level)

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

   c. 9-12 Science
   9-12 Math
   9-12 English Language Arts
   8-12 Foreign Languages
   9-12 Social Studies

   d. Special Education (one per building)) except in the Elementary Building where they will have one (1) in grades K-2 and one (1) in grades 3-5.

2. Job Description

   Responsible to:

   Administrative Principal

   Minimum Qualification:

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

   Duties:

   a. Facilitate collegial planning that focuses on topics agreed upon by the principal and collegial team.

   b. Distribute minutes for each meeting to the grade level team, other coaches, and principal.

c. Work with team to analyze student data and make instructional decisions based on that data as determined by the team (this provision does not contemplate or apply to analysis of the student growth measure as it relates to teacher performance data).

d. With the help of the team, create supply lists, recommend supply fees, and then complete requisition for materials for the team.

e. Coordinate inventory.

f. Perform other duties as assigned by the principal (or designee) as appropriate to the job title.

g. K-12 collegial groups under Paragraph 1.b above shall meet at least once per grading period.

3. Selection

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

4. Compensation

Collegial coaches shall be paid in accordance with the supplemental schedule in Appendix C-3. If two (2) or more bargaining unit members share the duties of department chair, the supplemental amount shall be evenly divided.

5. Participation

a. Employees in the above mentioned groups shall be required to attend collegial meetings at least once per grading period.

b. Employees in the above mentioned departments shall be required to attend collegial planning meetings with other established teams on a schedule agreed upon by specials teachers and the building administrator.

L. Parental Concern Procedure

1. Purpose

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

2. Informal Resolution

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

3. First Level

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

4. Second Level

a. If the matter cannot be satisfactorily resolved at the First Level, it shall be discussed by the complainant with the staff member's principal.

b. Prior to implementing a plan to resolve a parental concern, the principal will meet with, and seek input from, the employee.

5. Third Level

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

a. the specific nature of the complaint and a brief statement of the facts giving rise to it;

b. the respect in which it is alleged that the complainant (or child of the complainant) has been affected adversely;

c. the relief sought by the complainant and why such relief should be taken.

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

6. Fourth Level

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

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

7. General Provisions

a. After receiving input from the Association, District Concern Forms will be developed by the Administration and shared with the Association President. The District Concern Form will be used at the First Level of this procedure.

b. The affected employee shall be given a copy of any written concern within five (5) work days of the Administration's receipt of the concern.

c. Except during the initial contact with the Administration in the First Level, the bargaining unit member shall, unless waived by the employee, be present at all meetings involving the expressed concern(s) about the bargaining unit member. The bargaining unit member shall have the opportunity to have his/her Union representative present at all formal meetings.

d. Anonymous concerns shall have no validity.

e. No rule or procedure as referred to in this Section shall prohibit the members of the bargaining unit from legal representation, Association representation, or other remedy at law. Any appraisal of the employee's performance shall be done by the Principal as provided by Article XI (APPRAISAL).

M. Student Discipline

1. It is mutually recognized that the Board-adopted student code of conduct, the provisions of which appear in the student handbooks, is the basis for student discipline in the district. Administrators and teachers are mutually responsible for upholding the code of conduct.

2. Teachers will provide input to the student handbooks through the Building Leadership Team, School Improvement Committee, or Behavior Committee (as appropriate per building). These committees (teams) shall meet on an annual basis for the purpose of providing input to the student handbook. Input shall be provided to the administration not later than March 15th.

3. After a teacher makes a disciplinary referral of a student, the building principal or assistant principal will copy the teacher on the disposition of the referral. This shall occur in a timely manner, normally not more than two (2) work days after the referral.

4. If a student is assigned as a disciplinary transfer to a class, relevant information underlying the transfer will be conveyed to the teacher in advance by the principal or assistant principal. This provision shall not apply if revealing such information is contrary to law.

5. Electronic student referral forms shall be made available for teacher use.

6. The topic of student discipline will be a standing agenda item at meetings of the Labor Management Committee identified in Article V. Section E of this Agreement.

N. Curriculum Committee

A Curriculum Committee shall be established which shall work with the Administration in making curriculum and curriculum related recommendations, including I/E, to the Superintendent. A majority of the members on the Committee shall be teachers with representatives from each building, appointed by the Association President. This Committee shall meet at least quarterly. The first quarterly meeting must take place within the first two (2) weeks of the first student day. The Committee shall operate by consensus.

Textbook (and accompanying materials) adoptions shall be placed on a schedule which shall be published to the bargaining unit. Textbooks should be reviewed every five (5) years. The year before the adoption year, teachers in the content area will have the opportunity during the work day (not to be done during a teacher's planning time) to review and recommend textbooks for potential purchase.

When textbooks are adopted or a teacher is transferred to a different subject or grade, training shall be provided to use the textbooks, materials, or programs during the work day (not to be done during a teacher's planning time).

ARTICLE VIII. CONTRACTS

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

A. 1. During the first four (4) years of employment, bargaining unit members shall be issued one-year contracts unless eligible for a continuing contract as provided in G. 2. below.

2. Limited contract teachers with four (4) or more years of service in the District shall be issued two-year contracts.

B. Any agreement to act as an extracurricular advisor or coach for which additional compensation is to be paid shall be by supplemental contract. This also includes "extended time" contracts.

C. In consideration of the services rendered by the bargaining unit member, the Board agrees to pay said bargaining unit member a base annual salary as prescribed by the salary schedule of this agreement, according to degree and years of experience, whether existing or hereafter adopted. The initial compensation to be paid under a contract will be according to the existing salary schedule, and that amount will appear on the contract.

D. In performing his/her professional duties, the bargaining unit member agrees to abide by and maintain the applicable laws and existing rules and regulations of the Board.

E. If the bargaining unit member has been hired for less than a full schedule, the contract/salary notice will reflect the percentage of a full schedule for which the person has been hired and the effect of that percentage on their benefit package.

F. The contracts/salary notices will be provided by June 1st, or within two weeks of ratification of this or a successor agreement, whichever is later.

G. 1. A bargaining unit member who is eligible, or expects to be eligible, by July 1 to receive a continuing contract must notify the Superintendent and his/her building principal, in writing, on or before October 15th preceding tenure eligibility so that the bargaining unit member is included on the list of staff who will participate in collaborative professional growth appraisal that year. A bargaining unit member will not be recommended for a continuing contract if he/she has not participated in the collaborative professional growth appraisal cycle during the school year in which the recommendation is made.

2. Additionally, to be eligible for a continuing contract, a teacher:

a. Shall hold a professional, permanent, or life certificate;

b. A professional five (5) year license or a senior or lead professional license;

(1) If a teacher holds a professional, permanent, or life certificate, no additional coursework is required for continuing contract eligibility.

(2) If a teacher holds a professional license, then he/she must also have completed additional coursework in order to be eligible.

(i) If the teacher did NOT hold a Master's Degree at the time he/she received his/her first teaching certificate/license, 30 semester hours of relevant coursework must have been taken since the receipt of that first teaching certificate/license.

(ii) If the teacher DID hold a Master's Degree at the time he/she received his/her first teaching certificate/license, 6 semester hours of relevant graduate coursework must have been taken since the receipt of that first teaching certificate/license.

(iii) A person who receives his/her initial educator license after January 1, 2011 may not become eligible for continuing contract status in any District until he/she has held an educator license for at least seven (7) years.

c. Shall have taught for three (3) of the last five (5) years in the Woodridge Local Schools; or

d. Shall have a continuing contract elsewhere in Ohio and two (2) years experience in the Woodridge Local Schools; or

e. Shall have had a continuing contract elsewhere in Ohio and is recommended by the Superintendent of Schools for a continuing contract at any time during the two (2) years employment in the Woodridge Local Schools.

H. Rehired Retirees

A teacher who has retired under Ohio STRS, including those who have retired from the Woodridge Local School District, shall be treated as a new teacher and will be placed on a one-year limited contract. The retiree shall be placed on the teachers' salary schedule at Step 10 of the appropriate column, regardless of years of service, and shall advance on the salary schedule based on additional years of services. A retiree shall receive a one-

year limited teaching contract which shall expire automatically without Board action or notice of non-renewal.

Continuation of the employment of a retiree may be achieved through offering new one-year limited contracts which automatically expire and shall be at the election of the Board and upon recommendation of the Superintendent. A retiree is not eligible for a continuing teaching contract. This Section supersedes R.C. 3319.08 and 3319.11.

A retiree will accumulate and may use sick leave in accordance with Article VI of this Agreement but will not be entitled to severance pay or Tuition reimbursement under Article XIII of this Agreement. A retiree teacher who is rehired will be eligible to participate in insurance fringe benefits under Article XII of the Agreement. A retiree shall not accumulate seniority and has no right of recall in the event of a reduction in force. A retiree who is rehired is eligible for department chairperson, LPDC committee member, Resident educator committee member or mentor, Professional Development Committee and/or academic/club supplementals. Retirees may be employed in these positions for up to three (3) years post-retirement unless a longer period is mutually agreed to by the parties. Retirees shall be treated the same as non-retiree bargaining unit members with regard to athletic supplemental positions.

This Article supersedes any differing or inconsistent terms of this Agreement or Provisions of Ohio Law.

ARTICLE IX. ASSIGNMENTS, VACANCIES AND TRANSFERS

A. Curricular Assignments

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

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

B. Co-Curricular Assignments

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

C. Vacancies

1. Vacancies are caused by the resignation, retirement, non-renewal, termination, or death of a bargaining unit employee. (Reassignment of staff due to enrollment shifts do not constitute a vacancy.) If the district intends to fill a vacancy, notices of vacancies within the bargaining unit will be posted via District electronic mail. No position shall be permanently filled on a full-time basis until such notice of the vacancy has been published for a minimum of seven (7) calendar days, except if a position is posted in August. In that case, the position shall be posted for three (3) days. Interviews shall only be conducted after the posting period has expired.

2. If there is a vacancy for which no staff member has the required certification or licensure as evidenced in his/her personnel file, the Superintendent will inform the Association President, in writing, of his/her intent to fill the vacancy, and the posting will not be required.

3. Requests for vacant positions shall be filed within the timeframe of the posting of the vacancy notice. The Association President will be notified prior to hiring which bargaining unit members applied for a bargaining unit vacancy within the posting deadline for the vacancy**.**

4. It is the responsibility of each member of the bargaining unit to file with the Superintendent's office all certificates and/or licenses possessed. The Superintendent will only consider those certificates/licenses on file.

5. Vacancies will be filled on the basis of certification as determined by the state and of qualifications as established by the Administration. The qualifications will be relevant, reasonable, and non-arbitrary. If the qualifications of two or more bargaining unit members are substantially equal, the bargaining unit member with the greatest length of service in the District shall be awarded the vacant position. If no internal applicant meets the qualifications or no one applies, the position may be filled from the outside.

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

7. In the event that an enrollment shift occurs that requires the transfer of a teacher, volunteers shall be solicited first. If there are no volunteers, the least senior teacher shall be transferred first so long as s/he is licensed for the position. If the least senior teacher is not licensed for the position, s/he shall have the option of seeking temporary licensure and the superintendent shall assist the teacher in applying for it. If the least senior teacher is not interested in seeking a temporary license, the next least senior teacher shall be transferred.

D. Involuntary Transfers

1. Except in cases where involuntary transfers occur in order to avoid or mitigate a reduction in force under Article X of this Agreement, involuntary transfers will normally occur only after volunteers are solicited. When involuntary transfers are necessary, a bargaining unit member's area of certification or licensure, his/her teaching performance, and length of service in the District will be considered in determining which bargaining unit member is to be transferred. Bargaining unit members being involuntarily transferred will be assigned only to a position for which they are certificated or licensed. In discussing an involuntary transfer, there shall be a meeting of the bargaining unit member involved and the Superintendent or his/her designee to explain the circumstances of the transfer. The involved bargaining unit member may request the presence of an Association member or OEA representative during the discussions. After this meeting, the Superintendent will decide if the involuntary transfer will occur. Involuntary transfers shall not be made for arbitrary and capricious reasons.

2. If an involuntarily transferred teacher's position (or equivalent position) subsequently opens, the teacher will be given first consideration to transfer back to the position unless there are people appropriately licensed on the recall list generated under Article X of this Agreement who could be recalled for the position.

3. Unless there are insufficient volunteers to permit the Board to comply with applicable legal requirements, there shall be no involuntary transfer of a teacher for failing to have a reading endorsement or reading credential under Ohio Revised Code Section 3313.608. If the District deems it necessary that additional teachers receive a reading endorsement and/or credential under Ohio Revised Code Section 3313.608, the Board shall select and pay for the training necessary to receive it. The parties recognize that there are multiple ways for a teacher to meet the requirements for credentialing under Ohio Revised Code Section 3313.608. The Board shall solicit volunteers from among the K-3 and special education teaching staff and make this training opportunity available for up to five (5) teachers per year.

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

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

ARTICLE X. REDUCTION IN FORCE

A. A reduction in the number of bargaining unit members may be made by the Board if the Board determines that such a reduction is necessary due to a decrease in the enrollment of pupils, a return to duty of regular bargaining unit members after leaves of absence, the suspension of schools or territorial changes affecting the District, or demonstrable financial reasons. "Financial reasons" means the Board has a current or projected deficiency of funding to maintain current or to sustain projected levels of staffing and operations.

B. To achieve such a reduction, the Board may proceed to suspend contracts in accordance with the recommendation of the Superintendent. In making his/her recommendations, the Superintendent will give preference first to bargaining unit members on continuing contracts and then to bargaining unit members on limited contracts. Accordingly, the contracts of limited contract members will be suspended before the suspension of any member with a continuing contract within the teaching field. The Board shall not give preference to any member based on seniority, except when making a decision between members who have comparable evaluations. If The Board intends to deviate from seniority based upon the immediately preceding sentence, the Superintendent will give the Association President written notice of that fact and the circumstances surrounding such deviation will be assessed in a meeting, with two (2) representatives from the Association and two (2) representatives from the Board attending, before action to implement the affected contract suspension.

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

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

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

C. No bargaining unit member shall have his/her continuing or limited contract suspended with an effective date during the term of the normal school year when such suspension is the result of decreased enrollment, suspension of schools or territorial changes, or financial reasons.

D. Seniority

1. Seniority shall be determined as follows:

a. The names of all bargaining unit members on continuing contracts in the District shall appear in order of seniority on a list in each of their teaching fields for which they are certificated or licensed. The names of those bargaining unit members on limited contracts in the District shall appear in order of seniority in the teaching field in which they were initially hired to teach, have taught, or are presently teaching in the District. The seniority of Small Group Instructors and Library Instructors, who must be certificated/licensed teachers, will separately appear on the list and be maintained apart from teacher seniority. Prior to November 15 of each school year, the seniority list by area of certification/licensure will be furnished to the Association President.

b. Seniority shall be determined by length of full-time and/or part-time continuous service in the District. Continuous service will commence with the first day of active employment in the school year in which the bargaining unit member was most recently hired into a bargaining unit position. An authorized leave of absence does not break employment or affect a bargaining unit member's seniority date. A District administrator who holds a continuing contract as a teacher and moves into the bargaining unit by operation of Ohio law will be credited initially with zero (0) years of seniority. Among those bargaining unit members with the same length of continuous service, seniority shall be determined by:

1) The date of the Board meeting at which the bargaining unit member was hired; then by

2) The time stamp on the bargaining unit member's application for employment (unless there is no time stamp on any of the relevant applications); then by

3) Lottery.

c. A bargaining unit member who would otherwise lose his/her position due to a reduction in force may, on the basis of seniority, elect to bump the least senior teacher in another teaching field who has comparable or inferior evaluations relative to the bumping member's evaluations. A member may only bump into a teaching field in which the member is currently certified/licensed.

E. Availability of Lists

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

2. Notification of Bargaining Unit Members

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

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

1. Limited contract bargaining unit members shall remain on the recall list for a period of twenty-seven (27) months from the last day of active employment by the District unless the bargaining unit member has accepted, prior to such time, active employment in another school District. Active employment shall be defined as a teaching contract.

2. Continuing contract bargaining unit members shall remain on the recall list in accordance with law unless the bargaining unit member has accepted active employment in another school District. Active employment shall be defined as a teaching contract.

3. A bargaining unit member shall be notified of recall by certified mail and must accept, in writing, the employment within fifteen (15) days of service of the recall notice. If the employment offered is less than the percentage of employment as that contained in the previously suspended contract, then the staff member can reject the offer without jeopardizing his/her recall rights. It is the bargaining unit member's responsibility to maintain a current address and telephone number with the Board and (at the bargaining unit member’s option) an electronic mail address. Failure to accept recall within fifteen (15) days shall be interpreted as a refusal and shall result in the removal of the bargaining unit member from the recall list

regardless of contract status. After August 15 through Labor Day, the Board may fill the vacant position offered to the bargaining unit member if the bargaining unit member does not respond within five (5) days after the Board has attempted to notify the bargaining unit member, along with the Association President, of recall by all means available—regular mail, telephone, and electronic mail.

G. If a bargaining unit teacher who previously served as a small group instructor or library instructor is laid off and elects to return to a small group instructor or library instructor position, either through recall or bumping a small group instructor or library instructor with less seniority, he/she will return to such position with the years of small group instructor or library instructor experience accumulated prior to when he/she moved to a teacher position.

H. Should Ohio Revised Code Section 3319.17 be amended during the term of this Agreement, any such amendment that conflicts with a provision of this Article and is required to be included in the Agreement during its term, the parties shall meet to bargain said term, shall automatically become effective and supersede such provision upon the effective date of the amendment.

ARTICLE XI. COLLABORATIVE PROFESSIONAL GROWTH APPRAISAL

The parties agree to meet and bargain any changes made by either the legislature or the Ohio Department of Education to the OTES evaluation system during the term of this Agreement.

A. Purpose

The purpose of the growth appraisal/evaluation is to assist the employee to achieve greater effectiveness in the classroom or other work assignment and to constitute a basis for personnel decisions.

B. Teacher Evaluation Framework/Policy

Each teacher/ counselor will be evaluated according to the Ohio Revised Code and the OTES / OSCES Evaluation Framework which is aligned with the Standards for the Teaching Profession / Standards for School Counselors adopted under state law. Each teacher will be evaluated using the multiple factors set forth in the State Board of Education's teacher evaluation framework.

C. Evaluator

The Board will adopt a list of approved credentialed evaluators. Each teacher / Counselor evaluation conducted under this policy shall be conducted by a person who is eligible to be an evaluator in accordance with ORC 3319.111(D) and who holds a credential

established by ODE for being an evaluator. The evaluation of an employee shall be conducted by the employee's building administrator. In extenuating circumstances, other licensed District administrators may assist with evaluations. In the event an employee performs work in more than one building, one supervisor shall be designated as the evaluating supervisor. The evaluator shall not be a bargaining unit member. The supervisor must be employed under a contract pursuant to ORC 3319.01 or 3319.02.

D. Orientation

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

E. Representation

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

F. Appraisal

1. Teachers

There shall be one formal holistic observation per employee each year between September 15th and December 15th unless the teacher has been rated either Accomplished or Skilled in the most recent evaluation. In that case, s/he shall be evaluated every third year for "Accomplished" and every other year for "Skilled." A focused observation per employee will occur between January 1st and April 1st. Any employee who is determined to be deficient in their job performance, or who is being considered for non-renewal, shall be formally observed a third time before April 1st. Each observation shall be at least 30 minutes in length. A teacher on a less frequent evaluation cycle shall have one observation and one post conference at which the teacher's professional growth plan shall be discussed. This observation shall be completed no later than April 1st. Teachers must show growth on their professional growth plan to stay on a less frequent evaluation cycle. Any allegation that a teacher has not shown growth on their professional growth plan shall be based on objective evidence.

2. Counselors

Counselors shall be designated as "Accomplished," "Skilled," "Developing," or "Ineffective." These designations are based on a holistic view of all seven (7) dimensions of the Ohio School Counselor Evaluation system based on the rubric attached.

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

G. Teacher/ Counselor Performance on Standards

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

1. Observations

a. Requirements

i. Two formal observations shall be scheduled and conducted to support each performance evaluation. The first shall be the formal holistic observation and shall last a minimum of thirty (30) minutes. There shall be at least five (5) weeks between formal observations.

ii. The second observation shall be a focused observation and shall last a minimum of thirty (30) minutes.

iii. If after the second formal observation an employee's performance is found deficient to the extent that adverse personnel action may result, or if the evaluator feels an additional observation is required to answer performance questions, one additional announced observation may be conducted with notification that the process is commencing.

iv. An employee may request an informal observation at any time in addition to those required by this procedure.

v. Two (2) walkthroughs are required to support every observation to provide additional evidence to support teacher standards.

1) A walkthrough is a short, informal (3-5 minutes) visit to a classroom. A walk-through should focus on one (1) and not more than two (2) of the components on the performance rubric.

2) Documentation from walkthroughs will be used to provide evidence to support a teacher's performance rating, collecting data about what a teacher / counselor is doing well and supporting teacher accomplishments.

3) Teachers / counselors will be provided written or oral feedback after evaluator walkthroughs within five school days and will have the opportunity to write a response if they choose to do so.

4) Administrators may visit classrooms as often as they would like in addition to these two walkthroughs.

b. Pre-Observation

All formal announced observations shall be preceded by:

i. Notice to the employee not less than five (5) work days prior to the observation unless fewer days are mutually agreed to by the employee and the supervisor;

ii. Submission by the employee of the completed pre-observation form not less than 48 hours prior to the scheduled observation time.

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

c. Post-Observation

i. The completed rubric will be provided to the employee within three (3) work days after each formal observation unless either the employee or evaluator is absent or unavoidably detained by an emergency situation.

ii. A post-observation conference after each formal observation shall be held within three (3) days of receiving the completed rubric unless either the employee or evaluator is absent or unavoidably detained by an emergency situation. The employee will have the opportunity to provide evidence to support individual criteria ratings or overall performance rating scores.

iii. Observations resulting in identification of performance deficiencies rising to the ineffective level shall be followed within five (5) work days by a conference between the evaluator and employee in order for questions arising from the observation to be discussed and means of improvement to be addressed.

iv. In the event any deficiency is noted, each deficiency shall be specified in writing with precise documentation/examples and a timeline for improvement.

v. The evaluator, with the help of the teacher / counselor, shall develop a written plan for correcting the deficiency. The plan shall include ways in which the supervisor shall assist the employee and the means/resources by which to achieve the correction.

2. Criteria

a. An employee shall be evaluated on criteria set forth in Appendix D for the applicable position.

b. All observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. No misleading, inaccurate, undocumented, or untimely information shall become part of an employee's performance evaluation.

H. HIGH QUALITY STUDENT DATA

Each evaluation shall contain two (2) measures of high-quality student data (HQSD). When applicable to the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source for HQSD. When using a vendor assessment to construct HQSD, all related teaching, student and other educational materials shall be purchased and all affected staff shall be trained on the utilization of the assessment program.

The District Evaluation Committee shall make a recommendation regarding which vendor assessments to use to construct HQSD.

If there is no appropriate vendor assessment, the Evaluations Committee shall make a recommendation on a locally-generated measure for HQSD.

I. Final Rating

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

1. Completion of Appraisal Process

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

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

J. Response

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

K. Professional Growth Plans

1. Professional Growth Plans shall include the following components:

   a. identification of area(s) for future professional growth

   b. specific resources and opportunities to assist the teacher / counselor in enhancing skills, knowledge, and practice

   c. outcomes that will enable the teacher / counselor to increase student learning and achievement

   d. No more than two (2) achievable goals. One goal should be related to student data, the other related to a team, building, or district goal.

2. After the evaluation has been completed, teachers / counselors with a final summative rating of "Accomplished" shall develop a professional growth plan and may choose his/her evaluator for the evaluation cycle.

3. Teachers / Counselors with a final summative rating of "Skilled" or "Developing" shall develop a professional growth plan collaboratively with their evaluator and shall have input into who will evaluate them.

4. Teachers / Counselors with an overall rating of "Ineffective" will develop an improvement plan with the administrator. The Administration will assign the evaluator for the next evaluation cycle following guidelines established in Section C and approve the improvement plan.

   a. The recommendation for a teacher's / counselor's placement on an improvement plan will be made by the evaluator of record following the receipt of an Ineffective rating on the District evaluation document.

   b. The evaluator, together with the teacher / counselor, will formulate the improvement plan. The improvement plan, as outlined in this document, details:

      i. Specific performance expectations, resources, and assistance to be provided.

ii. The District will provide for the allocation of financial resources to support professional development approved by the evaluator for staff on remediation plans.

iii. Timelines for its completion.

iv. Professional indicators documented as unsatisfactory through the formal evaluation process.

v. Reasonably sufficient time (not less than six (6) weeks) and duration, as to allow the teacher to improve performance to a satisfactory level.

vi. A specific plan of action that must be taken by the teacher / counselor to improve his/her performance with sources of evidence (measurable goals) to document the completion of the improvement plan.

vii. A description of educational supports and/or opportunities for professional development needed to improve the identified area(s).

c. The District will provide the teacher / counselor with a peer advisor trained to act in a mentor capacity. The peer advisor will be provided release time to allow for meetings/observations with the teacher under an improvement plan.

d. Not later than May 10th of the school year, the evaluator of record will complete a final evaluation report and meet with and provide a copy of it to the teacher / counselor. If the final report indicates the teacher / counselor meets the criteria for the professional indicators for satisfactory performance as outlined in the improvement plan, the evaluator of record will recommend that the teacher / counselor be returned to a nonimprovement plan status.

e. In implementing such evaluation system and procedures, the District shall conduct all evaluations so as to observe the legal and constitutional rights of licensed personnel, and no evaluation information shall be collected by electronic devices without the consent of the licensed personnel.

f. In the event that the teacher/ counselor and the evaluator cannot agree on the evaluator's expectations for the remediation plan, the teacher / counselor may request an employee of the District to facilitate further discussion between the teacher/ counselor and the evaluator.

L. Peer Advisors for Teachers / Counselors on an Improvement Plan

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

2. Role of Peer Advisor

   a. The peer advisor must have continuing contract status and have a minimum of three (3) consecutive years of teaching experience in the District.

   b. The peer advisor must hold a valid teaching certificate/license and may be assigned to teachers with the same areas of certification/licensure.

   c. The peer advisor must have demonstrated the ability to work cooperatively and effectively with professional staff members and have extensive knowledge of a variety of classroom management / instructional techniques and/or school counseling.

   d. The peer advisor must have an overall rating of Accomplished or Skilled.

   e. The peer advisor does not have a formal evaluation role. The peer advisor's role is to support the growth of the educator as an instructional mentor through formative assessment tools.

3. Release Time

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

4. Protections

   a. Other than a notation to the effect that a teacher / counselor served as a peer advisor, the teacher's / counselor's activities as a peer advisor shall not be part of a staff member's evaluation.

   b. A peer advisor shall not be requested or directed to make any recommendation regarding the continued employment of the teacher / counselor who is being mentored.

   c. No peer advisor shall be requested or directed to divulge information from written documentation or confidential peer advisor/teacher/counselor discussions.

d. All interaction, written or oral, between the peer advisor and the teacher / counselor shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the peer advisor shall constitute grounds for immediate removal from his/her role as peer advisor.

e. At any time, either the peer advisor or the teacher/ counselor who has been placed on an improvement plan may exercise the option to have a new peer advisor assigned. The peer advisor and the educator must operate in a trusting and comfortable relationship; thereof, no specifics shall be given as to the exercise of the option and no prejudice or evaluation is to be given such change. This option may be exercised three (3) times by the teacher who has been placed on an improvement plan during the term of the plan.

M. Representation

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

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

O. The District Evaluation Committee is composed of twelve (12) members, eight (8) of whom shall be appointed by the Association President and four (4) appointed by the Superintendent or his designee. In May of each year of this Agreement, the Association President and the Superintendent (and their representatives, if needed) will meet to determine whether a particular committee should be retained for the ensuing school year, what the responsibilities for that year will be, and what, if any, adjustment in compensation for bargaining unit members in that year is warranted.

In addition to other duties defined herein, the District Evaluation Committee will develop, review, and amend the list of Metric of Student Outcomes and the vendor assessments approved for use in the school counselor evaluation.

a. The District Evaluation Committee shall recommend the policies and procedures for the Student Metric portion of the evaluation procedures to the Association and the Board.

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

c. The District Evaluation Committee shall receive training on the creation of the Metrics of Student Outcomes and their application to the Ohio School Counselor Evaluation System. The cost, if any, shall be borne by the Board.

OTES / OSCES Forms, including the OTES / OSCES rubrics, appear in Appendix D of this document.

ARTICLE XII. INSURANCE PROVISIONS

A. Health Insurance/Life Insurance Premiums

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

1. Employees who work thirty (30) hours or more per week and who elect to have Board-provided health care and/or dental insurance shall pay 12% of the premiums.

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

B. Life Insurance

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

C. Comprehensive Health Care

1. Weekend admittance is limited to emergencies and/or when surgery is scheduled for Monday.

2. Additional features of the plan include, but are not limited to, the following:

Dependent Coverage to Age 26	
Maternity all Covered Persons	
Benefit Period calendar year	
Pre-existing Period	no waiting period
In-Network Deductible	$350 per single $700 per family
Out-of-Network Deductible	$700 per single $1,400 per family
Out-of-Pocket Limit for Co-payment in Network	$1,400/$2,800
Effective 08/01/25	(which includes the deductibles)
Out-of-Pocket Limit for Co-payment Out-of-Network	$2,800 per single
Effective 08/01/25	$5,600 per family (which includes the deductibles)
Co-payment	20%; none after Out-of-Pocket Limit
	30% if the bargaining unit member chooses to go to a physician/health care provider that is not affiliated with the preferred provider network; none after out-of-pocket limit 20% if the bargaining unit member is referred to a physician/health care provider not affiliated with the preferred provider network by a physician/health care provider that is affiliated with the preferred provider network; none after out-of-pocket limit
Prescription Benefits:	Each bargaining unit member will be issued a prescription drug card (80%/20% benefit at point of service) and will be able to order maintenance prescriptions through a mail order option.
Out-of-Pocket Limit on Prescriptions:	$2,500 per single

Effective 08/01/25	$2,500 per family
Lifetime	$2,000,000.00*

*Not applicable to Essential Health Benefits, which are defined in the Plan and treated consistently with applicable law.

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

5. Opt Out

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

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

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

D. Dental Insurance

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

1. Level of Benefit

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

2. Plan Maximum

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

3. Deductible per Benefit Year

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

4. Preventive Dental Care at 100%

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

a. Routine cleaning and/or examining teeth, supplementary bitewing x-rays, and topical fluoride treatments, but not more often than twice for each service in any twelve (12) consecutive months;

b. Emergency treatment;

c. Space maintainers that replace prematurely lost teeth for covered children under nineteen (19) years of age.

5. Services Covered at 80%

a. X-ray examinations including full mouth (once each thirty-six [36] consecutive months)

b. Simple extractions

c. Fillings to restore diseased or accidentally broken teeth. Fillings may be of amalgam, silicate, acrylic, synthetic porcelain, or composite materials.

d. Endodontics, including root canal treatment, pulp capping, and pulpotomy

e. Apicoectomy (surgical removal of the tip of the tooth root)

f. Management of acute infections and oral lesions

g. Oral surgery

h. Repair of re-cementing of crowns, inlays, onlays, bridgework, and dentures

i. Relining or rebasing dentures at least six (6) months after their installation (once each thirty-six [36] consecutive months)

j. Inlays, onlays, or crown restorations for diseased or broken teeth (only if regular fillings would not restore teeth adequately)

k. Periodontal examination and other periodontal treatments, including gingival curettage, gingivectomy, gingivoplasty, and osseous Tea (includes flap entry and cleaning)

l. General anesthesia or the extraction of teeth in connection with other services covered at eighty percent (80%)

6. Services Covered at 50%

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

b. Replacements for dentures or bridgework, or addition of new false teeth to them. This benefit is payable only if five (5) years have passed since covered bridgework or denture was installed, and covered denture is temporary which must be replaced with a permanent denture within one (1) year.

c. General anesthesia or the extraction of teeth in connection with other services covered at fifty percent (50%).

7. Services for Orthodontia

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

Orthodontia is a covered expense for the eligible bargaining unit member, the spouse, and dependent children who have not reached the end of the year of his or her 24th birthday. The lifetime maximum for orthodontia services for each covered person is Two Thousand Five Hundred Dollars ($2,500.00).

8. Predetermination

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

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

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

E. Vision Plan

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

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

F. Benefits while on Unpaid Leave

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

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

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

G. Section 125 Flexible Spending Account

1. The Board shall establish a Section 125 Plan under the following conditions:

   a. At least 25 employees submit forms to participate, and at least 25 employees maintain participation in the Plan.

   b. The Board will provide a plan which includes insurance premium, flexible spending account, and dependent care.

   c. The Board will pay the initial "start up" fee, and each employee participating in the Plan shall pay the monthly Administration fee up to two dollars ($2.00) per month.

2. In addition to these provisions, the insurance Opt-out shall run through the Section 125 Plan.

3. If the participation falls below 25, the Plan shall be discontinued.

H. Section 125 Insurance Premiums

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

ARTICLE XIII. COMPENSATION

A. Bargaining Unit Member's Salary Schedule

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

School Year	BA-0	% Increase
2025-2026	$45,183	4% increase to base
2026-2027	$ 46,538	3% increase to base
2027-2028	$ 47,469	2% increase to the base

Each Bargaining unit member shall be paid a one-time one thousand dollar ($1,000) signing bonus upon ratification of the agreement. The signing bonus shall be paid no later than the first pay in September.

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

B. Changes in Salary Placement

1. Vertical Advancement

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

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

2. Horizontal Advancement

An employee shall advance horizontally on the salary schedule when sufficient course work or a higher degree is earned and evidence of such completion is provided to the Treasurer. Satisfactory evidence shall be an official transcript issued by the appropriate institution. "Sufficient course work" for non-degreed career tech teachers shall be based on the same increments set forth in Appendix A, but such teachers shall not advance horizontally beyond BA+40 without the necessary degree. The course work applicable toward advancement for non-degreed career tech teachers must be taken after the employee's hire date by the Board.

3. Changes in Salary Classification

Post-Graduate Hours

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

C. Extended Service

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

2. All extended service must have the prior approval of the Board. It is mutually understood and agreed that full-time high school counselors will receive 97.5 hours (75 hours for a full-time middle school counselor) of extended service per school year, payable over the course of the year. Appropriate documentation of the hours worked must be submitted to the Treasurer's Office. Counselors may work such hours before, during, or after the scheduled school year but outside the individual counselor's regular contracted work day. Such extended service will be pro-rated in the case of a part-time counselor or a full-time counselor hired after the start of a school year.

3. Bargaining unit members employed beyond the regular school year on extended service will have their salaries prorated on a daily basis for the additional time worked. Extended service salary will be calculated on the basis of one hundred eighty-five (185) days, the number of days in the bargaining unit member's contract year.

4. This section does not apply to newly employed bargaining unit members who are expected to attend meetings or conferences developed by the Administration for one day of orientation previous to the opening of school nor to the services addressed in the co-curricular salary schedule.

5. Athletic Supplemental Contract Holders shall be paid additional extra duty stipends of $100 per week for tournament work extending beyond the regular season. This does not include make-up games that had to be cancelled during the regular season. Extended time applies only to competitions past sectionals (or the equivalent thereof) and to tournament work that is not automatically scheduled. The coach or advisor must actually work those week(s) in order to be compensated.

D. Payroll

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

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

2. The Treasurer of District will continue to pick up and pay, using the salary restatement method that does not incur a cost to the Board but does accord employees favorable tax treatment for federal and Ohio income tax purposes, to the State Teachers Retirement System, on behalf of bargaining unit members, in addition to the Board's required employer contribution, an amount equal to each bargaining unit member's contributions to STRS. The operation of this provision is mandatory for all bargaining unit members.

3. Upon the written authorization of a member of the bargaining unit, and provided the member meets the established deadline, if applicable, for submitting the proper forms authorizing the payroll deduction, payroll deduction shall be made within a reasonable period of time for the following:

   a. Association and its affiliate dues*;

   b. Annuities, if available;

   c. Credit Union;

   d. United Way*;

   e. Political contributions subject to the provisions of the Ohio Revised Code;

   f. Insurance premiums;

   g. Other deductions as approved by the Treasurer.

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

4. Association membership is annual with the membership year being September 1 through August 31. Once a member enrolls, such membership shall be continuous thereafter for each subsequent membership year unless the individual cancels his/her membership.

The Board agrees to deduct from the wages of any member of the Association the dues, initiation fees, and assessments of the Association, upon presentation to the District Treasurer of a written deduction authorization from the employee. This deduction will be without cost to the Association or the member.

Deductions of annual dues and assessments will be made in as nearly equal pay period installments as possible during the school year and in an amount determined by the Association. Deductions will begin with the first pay period in October and continue for eighteen (18) pays. Any member hired or becoming eligible for membership after October 1 will be entitled to payroll deduction of dues on a schedule determined by the Association Treasurer and the individual member.

All monies deducted for such purposes will be transmitted to the Association not more than five (5) days following collection, via electronic transfer to an account designated by the Association. Accompanying each deposit notification will be a complete listing of names of members for whom a deduction was made.

If an employee severs employment or cancels membership outside of the cancellation period, defined below, the District Treasurer will deduct all owed and remaining dues from the employee's next pay promptly following such notification.

A member who wishes to cancel payroll deduction of dues may do so by notifying the Association Treasurer and District Treasurer, in writing, not less than two (2) weeks prior to the effective date of the payroll change.

E. Curriculum Development/Summer School

1. Contract Sequence

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

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

2. Curriculum Development as authorized by the Superintendent and approved by the Board will be compensated at the hourly rate equal to .00061 of the base salary.

3. Saturday detention monitor, and other such supervisory positions, such as, but not limited to Homework Assistance Center Supervisor, will be compensated at the hourly rate equal to .00061 of the base salary.

4. Home instructors and translators will be compensated at the hourly rate equal to 0.00061 of the base salary.

5. Board-approved summer school academic instruction by members of the bargaining unit shall be compensated at the hourly rate equal to .00072 of the base salary.

F. Travel Allowance

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

G. Severance Pay

1. A bargaining unit member employed by the Board may elect, upon retirement from active service under the State Teachers Retirement System Law, to be paid for one-fourth (1/4) of the value of the bargaining unit member's accrued but unused sick leave up to three hundred twenty (320) accumulated days. Sick leave accrual is unlimited.

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

2. The rate of pay at the time of retirement will be based on the contract salary including longevity divided by 185.

3. The bargaining unit member must present satisfactory evidence to the Treasurer that the bargaining unit member's retirement under STRS has been approved. After presentation of this evidence, the Treasurer will cause a lump sum severance paycheck to be issued to the retiree at the same time as the employee's last regular paycheck. The severance paycheck and last regular paycheck shall be issued not later than the next regular payday following receipt of proof of STRS approval, and in no case later than December 31 of the year of retirement.

4. If a bargaining unit member notifies the Board not later than February 1st of the bargaining unit member's year of retirement and then retires at the end of the school year, the employee shall be entitled to a one thousand five hundred dollars ($1,500) bonus.

H. Co-Curricular Activities/Supplementals

1. Contract Sequence

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

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

2. Co-curricular Salary Index

a. A bargaining unit member assigned co-curricular duties shall be properly placed on the Co-curricular Salary Index, attached hereto as Appendices B and C and incorporated by reference herein.

b. The "Current Salary Schedule" refers to the Salary Schedule in effect as of September 1 of each work year.

c. All co-curricular contracts are for one (1) year.

3. Placement on Co-curricular Salary Index

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

a. Coaching
A year of experience shall be defined as a year of paid coaching in that sport, above the 6th grade level, in an inter-scholastic position. Experience gained within a sport at any position may be carried to any other position within that sport. Experience in coaching grades 7-12 in inter-scholastic sports in other systems shall be applied to all positions in that sport.

b. Other
A year of experience shall be defined as a year of employment in a comparable position. Experience gained in other systems shall be applied to all positions on the Co-curricular Salary Schedule.

c. Experience shall be granted for District volunteer experience should that position become a paid position on the Co-curricular Salary Schedule. This provision would only apply to that bargaining unit member currently holding that position on a volunteer basis.

4. Voluntary participation in co-curricular Activities

a. Participation of a bargaining unit member in a co-curricular activity will be strictly voluntary, and he/she will be compensated for such participation in accordance with the provisions of this contract.

b. As provided in RC 3313.53, a co-curricular position will be filled by an applicant from within the bargaining unit in preference to an applicant from outside the bargaining unit unless all internal applicants are unqualified. If a bargaining unit member is deemed unqualified, the bargaining unit member may request a meeting with the administrators who made the unqualified determination to discuss the rationale for the unqualified determination.

5. Compensation

a. Each bargaining unit member assigned a co-curricular duty shall be compensated by applying the specified percentage to the Zero (0) Step of the Bachelor's degree column of the contractual salary schedule in effect on September 1 of the respective school year

b. For athletics, each percentage refers to one sport, one team and one season.

c. In the event a head coach is simultaneously assuming responsibility for more than one team in the same sport, notice will be given to the bargaining unit. Compensation shall be the head coach's salary and half (1/2) the assistant's salary.

d. For advisory/drama/music, each percentage refers to one activity for the school year.

I. Tuition Reimbursement

1. The Board shall provide thirty thousand dollars ($30,000) per year for purposes of tuition and licensure fee reimbursement to bargaining unit members.

2. For purposes of tuition reimbursement, the tuition fund year shall be September 1 through August 31, the first year beginning September 1, 2007. Teachers must have been employed by Woodridge during the time that the classes were taken.

3. Teachers seeking reimbursement for their licensure fees shall submit documentation of the fees paid not later than October 15th. Reimbursement for teacher licensure fees shall be paid first. After the licensure fees have been paid, ~~s~~semester hours taken by each bargaining unit member who applies for tuition reimbursement shall be paid at 87.5% of tuition cost up to a maximum of $2,000 reimbursement per year so long as money is available in the fund.

If there is not enough money in the fund to pay these hours at 87.5%, the reimbursement shall be paid a lower percentage rate. The amount paid to each bargaining unit member will be pro-rated based on the amount paid rather than the number of hours, credits or CEU's taken.

4. The credit must be received in education in the teacher's area of certification/licensure or in an area of certification/licensure permitted by ODE leading to a new certificate/license, or in a specific discipline related to the member's current certificate/license.

5. Reimbursement will be paid not later than November 30 following the reimbursement year upon the employee's submission of evidence of the expense and, if for tuition, an official transcript reflecting a grade of "B" or higher for graded classes or a "pass" for pass/fail classes. Employees who participate in a Ph.D, Ed.Deor Ed.S program which extends over two (2) or more semesters, but not longer than for a three-year period, may submit a transcript that indicates that their program is "In Progress" (IP) for the semester(s) reimbursement is requested. The documentation and transcript must be submitted no later than October 15th to receive the reimbursement.

6. Any member who receives tuition reimbursement must agree to teach in the District for at least one (1) full school year following receipt of the reimbursement. If any teacher fails to fulfill this requirement, the amount of the reimbursement will be deducted from the teacher's final pay. (Exception: Employees who leave the District due to retirement or those who are reduced in force.)

7. If a bargaining unit member's District supplemental contract position requires maintenance of a valid pupil activity permit, the Board will reimburse the employee for the permit renewal fee up to a maximum reimbursement per renewal of $40.00. Reimbursement will be paid not later than November 30 following the reimbursement year upon the employee's submission of appropriate documentation to the Treasurer. The documentation must be submitted no later than October 15th to receive the reimbursement. For this purpose, the reimbursement year shall be the September 1 through August 31 immediately preceding reimbursement. This provision is only operative if there is money remaining in the tuition reimbursement fund after paying the tuition reimbursement. If there is not enough money to reimburse all permit renewals, the remaining amount, if any, will be divided equally among those supplemental contract holders who apply for reimbursement.

J. Piano Accompaniment

1. The Treasurer shall allocate $2500 annually for piano accompaniment.

ARTICLE XIV. TEACHER EDUCATION AND CERTIFICATION AND LICENSURE

A. Purpose

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

B. Term of Office

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

C. Committee Composition and Selection

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

   Four classroom teachers
   One principal
   Two other District employees

2. The four (4) teacher members shall be appointed by the Association President. The principal member shall be selected by the principals employed by the District. The other employee members shall be appointed by the Superintendent.

3. In the event of a vacancy, the committee member shall be replaced in accordance with 2 above.

D. Chairperson

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

E. Decision Making

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

F. Training

1. New members of the LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of LPDCs.

2. If the available training is during work hours, the new committee members shall be given paid release time to attend. If the training occurs outside the regular workday or work year, new members shall be paid $20/hour for each hour involved, including travel time.

3. New LPDC members shall be reimbursed for all actual and necessary expenses incurred as part of the training.

4. LPDC training for new committee members shall constitute appropriate "equivalent activities" for purposes of the committee members own individual development plans if they so decide by majority vote.

G. Meetings and Compensation

1. The LPDC shall schedule six (6) regular meetings per year. Not later than September 10 each year, the committee shall post in each building its meeting schedule. Additional meetings may be scheduled, as necessary.

2. Committee members shall be compensated at the rate established in Article XIII Section E.1. for the regular meetings if they are held outside the regular workday or work year.

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

H. Approval of Programs

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

I. Records

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

J. Appeals Process

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

K. Authority

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

ARTICLE XV. RESIDENT EDUCATOR PROGRAM

A. Purpose

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

B. Committee

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

2. All members shall serve two (2) year terms.

3. The committee members shall be afforded the opportunity to attend training on the purpose of the Resident Educator Program, the tools/instruments to be utilized, and the necessary components for an effective program.

4. The purpose of the committee shall be the development, implementation, and review of the Resident Educator Program and the selection of mentors. (throughout this Article the term "mentor" is meant to include those labeled "facilitators" by the Ohio Department of Education & Workforce in the context of years 1 & 2 of the Resident Educator program).

5. The Committee shall meet as often as the members deem necessary to complete their work. Bargaining unit committee members shall be compensated at the rate established in Article XIII, E.1. per hour for all hours outside of the work day.

6. The teacher members shall have three (3) years of teaching experience with preference to teachers with five (5) or more years' experience.

C. Mentors

1. Eligibility

Only current bargaining unit members shall be mentors.

2. Qualifications

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

3. Selection

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

4. Training

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

5. Confidentiality

a. Mentors shall communicate directly with the Resident Educator and shall not discuss/report the performance/progress of the Resident Educator to any administrator, assessor, or other teacher. No mentor shall participate in the evaluation of a Resident Educator nor make any recommendation on continued employment. Any violation of this tenet by the mentor shall constitute grounds for immediate removal from his/her role as a mentor.

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

6. Release Time

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

7. Compensation

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

D. Resident Educator

1. The Resident Educator shall be provided a minimum of two (2) days release time per year for the purpose of observing classes, meetings with his/her mentor, recommended workshops, assessment preparation, etc. The days may be used in quarter (1/4) day increments.

2. The Resident Educator is not required to do an IPDP nor to utilize the LPDC process.

3. No Resident Educator shall be required to continue participation in the Resident Educator Program after advancing to a professional education license.

E. Protections

1. At any time, either the mentor or the entry year teacher may exercise the option to have a new mentor assigned. No specifics shall be given as to the exercise of the option and no prejudice is to be given such change.

2. Neither the evaluation of the Resident Educator nor the mentor shall be affected in any aspect by the Resident Educator Program or its demands.

F. Program Review/Revisions

1. Committee

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

2. Recommendations

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

3. Mentors

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

G. Consistency with Law

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

ARTICLE XVI. SMALL GROUP INSTRUCTORS AND LIBRARY INSTRUCTORS

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

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

0-2 years .00070 3-5 year .00075 6-10 .00080 11 or more years .00085

Small group instructors and library instructors with a master's degree will be compensated at the following rate times the base salary based on service time (in transitioning from the bachelor's to the master's schedule, the concepts that apply to teachers who move horizontally and/or vertically on the teachers' salary schedule will applye- see Article XIII, Section B, Paragraphs 1 and 2):

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

A one-time payment of five hundred dollars ($500) will be made to small group instructors and library instructors who have been employed by Woodridge as a small group instructor or library instructor for thirteen (13) full years (120 days), paid at the beginning of the 14th year.

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

D. A small group instructor or library instructor shall have seniority only as a small group instructor or library instructor. Should a certificated teaching staff member who is employed as a small group instructor or library instructor subsequently become a regular classroom teacher under a regular teaching contract, such individual's non-small group instructor or library instructor seniority shall commence and begin from the date of such other employment and shall not include any service time as a small group instructor or library instructor.

E. Small group instructors and library instructors employed on or before 6/30/13 will have the first option to any full-time teaching position for which they are qualified as long as they are the most senior internal applicant. If such a small group instructor or library instructor turns down two (2) positions, this provision shall no longer apply to that small group instructor or library instructor. It is understood that "full-time teaching position" pertains to the vacancy that emerges and is being filled after any internal transfers are implemented.

F. Consistency with Law

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

G. The Board shall supply each small group instructor and library instructor with an individually written contract. The provision of such written contracts will be enumerated in the subsections of this article:

1. Each new small group instructor and library instructor will initially be issued a one (1) year contract. Subsequent one (1) year contracts may be issued to each reemployed small group instructor and library instructor.

2. Any agreement to act as an extracurricular advisor or coach for which additional compensation is to be paid shall be by supplemental contract.

3. In performing his/her professional duties, the small group instructor or library instructor agrees to abide by and maintain the applicable laws and existing rules and regulations of the Board.

4. If the small group instructor or library instructor has been hired for less than a full schedule the contract/salary notice will reflect the percentage of a full contract for which the person has been hired and the effect of that percentage on their benefit package.

5. The contracts/salary notices will be provided by May 15th, or within two (2) weeks of ratification of this or a successor agreement, whichever is later.

6. A small group instructor or library instructor who is eligible to receive a continuing contract must notify the Superintendent and his/her building principal, in writing, on or before October 15th so that the teacher is included on the list of staff who will participate in collaborative developmental appraisal that year. A small group instructor or library instructor will not be recommended for a continuing contract if she/he has not participated in the collaborative developmental appraisal cycle during the school year in which the recommendation is made. This continuing contract eligibility requirement is in addition to the continuing contract eligibility requirements contained in Ohio Revised Code Section 3319.11.

7. The evaluation of small group instructors and library instructors or other noninstructional certificated/licensed employees who are compensated like small group instructors and library instructors shall involve the assessment of the bargaining unit member's services rendered to the Board in accordance with Article XI of this Agreement.

H. Small group instructors and library instructors shall be provided weekly planning time equivalent to 16% of their student contact time.

I. All Articles of this Agreement are applicable with the following exceptions:

Article VI. - E. Leave for Professional Improvement
Article VII - Working Conditions B. Workday C. Preparation Time
Article VIII - Contracts
Article IX - Assignments, Vacancies and Transfers
Article XII - Compensation A., B., C., D.1.

J. For the purposes of the Reduction in Force of small group instructors and library instructors, the procedures of Article X are incorporated in the Article as if rewritten with the understanding that the Reduction in Force for Small Group Instructors and Library Instructors operates separately from the Reduction in Force procedures for teachers.

ARTICLE XVII. TECHNOLOGY UTILIZATION

A. Computer Technology

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

B. Monitoring Students

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

C. Employee Usage

Employees shall be permitted use of Board provided computers and electronic devices. Any employee who desires to utilize software other than that provided by the District shall first submit a request to the Technology Advisory Committee for approval. Technological resources, including personally owned devices when used on the District network during instructional time, are to be used consistent with the District's educational objectives.

D. Review

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

ARTICLE XVIII. SPECIAL NEEDS STUDENTS

A. Individualized Education Plan (IEP), Behavior Intervention Plan (BIP) or 504 Plan

1. Bargaining unit members whose duties are governed by an IEP, BIP, or 504 Plan shall be provided the opportunity to participate in the development of the IEP/BIP or 504 plan and be present at the IEP meetings.

2. Any member of an IEP or 504 team has the right to dissent with any portion(s) of the IEP/BIP or 504 plan. The team member may submit the dissent in writing specifying the portion(s) in contention and the reasons for the dissent.

3. Each bargaining unit member with responsibility for the education of a student on an IEP/BIP or 504 plan shall receive a copy electronically of the IEP/BIP or 504 plan and may inquire about his/her responsibilities regarding implementation of the IEP/BIP or 504 plan and about the specific modifications and supports to be provided. Additionally, each bargaining unit member with the responsibility for the education of a student on an IEP, BIP, or 504 plan will be given a summary sheet of the necessary IEP/504 accommodations and a copy of a crisis plan if applicable.

4. Any bargaining unit member whose duties are governed by an IEP or 504 can request a meeting at any time to review and consider modifications to the IEP/BIP or 504 plan and/or the placement of the student subject to the rights of the student and parent. Any change in placement will occur in compliance with law and will not occur without an IEP or 504 meeting and will include the affected classroom teachers to the extent feasible.

5. No bargaining unit member assigned to a self-contained unit or resource room shall be without appropriate paraprofessional support during the student day.

B. Training

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

C. Specialized Health Care Procedures

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

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

1. IEP, IAT, and ETR meetings shall be held during the normal school day when reasonable.

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

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

3. With approval of the principal, case managers responsible for writing IEPs shall receive release time during the normal school day for completing IEPs. Case managers may be provided the opportunity to work from home so that they can write reports uninterrupted.

E. Consistency with Law

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

F. Equitable Distribution

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

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

G. Case Load Size - Special Needs

Case load maximums for special needs classes shall be in accordance with the state standards contained in Ohio Administrative Code 3301-51-09. Any bargaining unit member who is assigned a caseload/workload that exceeds the maximum allowed by Ohio Administrative Code because the District applied for and received a waiver for such exception from the Ohio Department of Education for more than twenty (20) workdays shall be paid a stipend of $250 per student, per quarter.

Placements for students with disabilities are IEP team decisions. Recognizing statutory obligations, the continuum of options available to students with exceptional needs, and the potential impact and additional teacher workload of these obligations and options in a regular education classroom setting, the following factors will be considered:

a) The educational benefits both academic and nonacademic, available to an exceptional student in the regular classroom setting and the student's progress, with appropriate supplemental aids and services;

b) The effects and impact of the exceptional student's inclusion in the regular education classroom setting upon the other children in the class, both positive and negative;

c) The cost of necessary supplementary services.

When a student with a disability is placed with a teacher and the teacher determines the need for additional professional development, the teacher shall inform the building principal of such needs. The District will provide appropriate professional development at no cost to the teacher.

H. The medical component(s) of a 504 plan will be written by a qualified medical professional. If the 504 plan contains only medical component(s), the assigned case manager will be a non-bargaining unit employee. School counselor will not be responsible for writing the initial 504 evaluation.

I. Joint Special Education Committee

A joint committee shall meet when mutually agreed upon to develop and review policies and practices related to the delivery of student and Special Education services in the District. Members of the committee will proactively resolve issues and concerns brought to the committee. The committee shall consist of an equal number of members appointed by the President of the Association and administrators appointed by the Superintendent. This committee will operate under Interest Based Problem solving collaborative approach, conducted in a principled way. Decisions will be made through a consensus model.

Topics that the committee shall address include but are not limited to:

1. Workload and caseload assignments
2. Processes to assist with the assignment of caseload/workload
3. Paperwork reduction, duplication, data collection, and information management
4. Support for IEP due process requirements
5. Selection and use of funds for curriculum and materials
6. Appropriate facilities and workspace

Bargaining unit members shall have the right to initiate discussions or bring issues to this committee relative to any of these topics with the expectation that this committee will act as a non-partial mediating body to address concerns and resolve issues that are systemic. The committee will address these issues and/or concerns in a timely manner.

If meetings for this committee take place outside of the workday/work year, members of the committee will be compensated at the hourly rate established in Article XIII, Section E.1

ARTICLE XIX. HEALTH AND SAFETY

A. Environment

1. The Board shall endeavor to provide a safe and healthful work environment. Teachers have a responsibility in cooperating to maintain a safe environment.
2. Each building shall have an evacuation plan. Evacuation signs shall be posted in each classroom and appropriate hallways.

3. Each building shall utilize a system for limiting building access, registering, and identifying visitors.

B. Report Internally First

Complaints regarding health and safety concerns should be brought to the attention of the Building Administrator as soon as the concern is known through the maintenance work ticket system. A reply will be sent to the teacher including how the issue is to be resolved. Necessary action to remove health or safety hazard will be initiated and the hazard will be corrected as soon as possible. If the teacher does not receive notification within five (5) work days or the hazard presents an imminent danger, OSHA will be notified.

C. Employee Rights

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

D. Right to Reassign

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

E. Health Supplies

1. The Board shall ensure that in the clinic of each building and in every lab there shall be adequate first aid kit(s) which shall be maintained.

2. The Board shall provide every teacher with an adequate supply of disposable rubber gloves.

F. No Reprisals

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

G. Recourse

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

H. Storing Personal Belongings

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

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

A. Comprehensive Support and Improvement Process

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

B. SIP Parameters

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

C. Hours

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

D. State Defined Measures

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

ARTICLE XXI. JOB DESCRIPTIONS

A. A committee comprised of five (5) employees appointed by the Association and two (2) employees appointed by the Superintendent will meet to formulate and review job descriptions applicable to the bargaining unit on as as-needed basis as defined by either the Association President or the Superintendent. The committee will act by consensus.

B. A bargaining unit member will receive an electronic copy of any approved job description applicable to the employee's position. A job description booklet containing all bargaining unit job descriptions will be available on the District website/intranet.

ARTICLE XXII. DISCIPLINE

A. A bargaining unit member will not be disciplined without just cause.

B. The Board agrees to follow traditional principles of progressive discipline with the understanding that one or more levels may be bypassed in a case deemed to be serious misconduct in light of the relevant circumstances. The levels of discipline are:

1. Oral warning;
2. Written reprimand;
3. Suspension without pay (imposed by the Superintendent);
4. Termination (imposed by the Board).

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

C. A bargaining unit member is entitled, upon request, to representation at any disciplinary meeting or investigatory interview.

D. A disciplined bargaining unit member will be given a copy of any disciplinary action entered in the employee's personnel file. The disciplinary action will identify the basis for the discipline. In a case of suspension without pay, the employee will be informed in writing of the duration of the suspension and when it will be served.

ARTICLE XXIII. MASTER TEACHERS

The District will continue to participate in the C-R-W (Copley/Revere/Woodridge) Master Teacher Consortium for the duration of this Agreement unless otherwise mutually agreed by the Board and the Association. Two (2) Association members appointed by the Association President shall serve on this Consortium. Such members shall be paid at the Curriculum Development rate specified in Article XIII, Section E of this Agreement for any Consortium meetings held outside of the regular teacher work day.

ARTICLE XXIV. DIGITAL AND ALTERNATIVE LEARNING OPTIONS

A. Purpose

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

B. Courses

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

C. Teacher of Record for Credit Flexibility and Credit Recovery

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

1. Qualifications of Teachers of Record:

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

2. Assignment of Teachers of Record:

   a. When a student submits a request for assistance to develop a Credit Flexibility Plan, submits a formal application for credit flexibility or enrolls in a credit recovery program in the District, all bargaining unit members who qualify to serve as Teacher of Record shall be notified of the request including the student name, the amount of credit being sought, the plan components, and the course to which credit would be assigned.

b. Qualified Teachers of Record shall express interest within one (1) week of notification.

c. If more than one (1) qualified Teacher of Record responds, the member with the greatest District seniority shall be assigned.

3. Responsibilities of Teachers of Record:

a. Provides students using credit flexibility or credit recovery models with curriculum/course of study as needed.

b. Provides feedback to students regarding their applications for credit.

c. Serves as rotating member on the High School Credit Team as defined later in this Article.

d. Facilitates and monitors the student's progress toward completion of the approved plan for credit and provides periodic feedback.

e. Assesses students, determines, and assigns grade upon completion of approved plan.

4. Compensation of Teachers of Record:

a. Teachers of Record are required to keep and to submit a record of time spent meeting/communicating with the students they serve under this provision.

b. Teachers of Record will be compensated for the time submitted using the curriculum rate appearing in Article XIII, Section E, of this Agreement. Payment will be made by not later than the second regular pay day following the end of the semester. Hours shall regularly be capped at fifteen (15) hours for the semester unless the particular case requires additional time. Additional time must be approved in advance by the Superintendent (or designee).

c. If a student is assigned to the guidance office and the guidance counselors are charged with monitoring a student while taking a course through credit recovery, the guidance counselor will be paid as if the counselor were the Teacher of Record.

d. The above compensation provisions do not apply if the Teacher of Record has a duty period assigned for the specific purpose of assisting or monitoring students engaged in digital/alternative learning options (independent of preparation and collegial planning time accorded under Article VII, Section D of this Agreement) during which Teacher of Record functions may be performed.

D. Digital Learning Options

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

E. High School Credit Team

1. The purpose of the high school credit team is to review and revise student applications for credit options and to assist students earning high school credit through the alternative learning options offered through the District.

2. The team shall be composed of six (6) members: three (3) high school classroom teachers, one (1) high school guidance counselor and two (2) administrators. Two (2) classroom teachers and the guidance counselor shall be appointed by the Association President; one (1) classroom teacher shall be a rotating member. The rotating member shall be the Teacher of Record assigned to the credit plan under review. Administrators shall be appointed by the Superintendent. Vacancies arising during a term shall be filled in the same manner.

3. Team members will receive training about the various options available to students including credit flexibility, credit recovery, and digital learning options. If training occurs outside the regular workday or work year, members shall be compensated for hours involved using the curriculum rate appearing in Article XIII, Section E, of this Agreement.

4. The team will determine the frequency of meetings and will determine when and which Teachers of Record will be invited to participate in the meetings.

5. The team will make decisions through consensus.

6. Bargaining unit team members will be compensated using the curriculum rate appearing in Article XIII, Section E, of this Agreement.

ARTICLE XXV. GENERAL

A. Complete Agreement

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

B. Management Rights

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

C. Contrary to Law

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

D. Individual Rights

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

E. Attendance at Woodridge of Bargaining Unit Members' Children

1. All bargaining unit members' children may attend the District schools without charge through the Board's open enrollment policy with the following restrictions. However, if there are conflicts with the language in this Article and the Board policy, the language in this Article shall supersede the Board policy.

    a. No student shall be admitted to Kindergarten through grade 2 if the class average in the grade level where the student would be enrolled exceeds 20 to 1.

    b. No student shall be admitted to grade 3 through grade 5 if the class average in the grade level where the student would be enrolled exceeds 23 to 1.

c. From the sixth grade through the twelfth grade, the Superintendent shall determine if the additional student(s) will be a hardship on the bargaining unit member and/or the total school enrollment.

d. Once a student is enrolled that student may continue to attend the District schools as long as attendance is in consecutive years. If a student is withdrawn, re-admittance may occur under the same restrictions that applied with regard to the initial application for admission.

e. A written request may be initiated at any time; however, students will only be admitted at the beginning of a new school year.

f. A written request for admission to the District schools must be made to the Superintendent through the principal's office prior to registration.

g. A written decision shall be returned to the bargaining unit member no later than seven (7) days prior to the first day for students.

h. Transportation is a parent's responsibility.

F. Continuous Performance

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

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

G. Duration

ORC3302.10 Acknowledgement.

As required by Ohio Revised Code 3302.10(P), the provisions of section 3302.10 are incorporated by reference as part of this Agreement.

This agreement shall be effective August 1, 2025 through and including July 31, 2028.

WOODRIDGE LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

WOODRIDGE EDUCATION ASSOCIATION

Alison Hoffa

Appendix A
Salary Index & Salary Schedule

WEA INDEX

YEARS	BA	BA 8 or 24 CEU	BA+16 or 48 CEU	BA+24 or 72 CEU	BA + 32 or 96 CEU	BA + 40 or 120 CEU	MA	MA + 8 or 24 CEU	MA +16 or 48 CEU	MA + 24 or 72 CEU	MA + 32 or 96 CEO	PhD/Edd
0	1.00000	1.009	1.019	1.026	1.04	1.1	1.105	1.114	1.123	1.143	1.165	1.187
1	1.03800	1.0475	1.0581	1.0657	1.081	1.1423	1.1487	1.1582	1.1678	1.1883	1.2108	1.233
2	1.07600	1.086	1.0972	1.1054	1.122	1.1846	1.1924	1.2024	1.2126	1.2336	1.2566	1.2786
3	1.15200	1.163	1.1754	1.1848	1.204	1.2692	1.2798	1.2908	1.3022	1.3242	1.3482	1.3702
4	1.19000	1.2015	1.2145	1.2245	1.245	1.3115	1.3235	1.335	1.347	1.3695	1.394	1.416
5	1.22800	1.24	1.2536	1.2642	1.286	1.3538	1.3672	1.3792	1.3918	1.4148	1.4398	1.4618
6	1.30400	1.317	1.3318	1.3436	1.368	1.4384	1.4546	1.4676	1.4814	1.5054	1.5314	1.5534
7	1.34200	1.3555	1.3709	1.3833	1.409	1.4807	1.4983	1.5118	1.5262	1.5507	1.5772	1.5992
8	1.41800	1.4325	1.4491	1.4627	1.491	1.5653	1.5857	1.6002	1.6158	1.6443	1.6688	1.6908
9	1.45600	1.471	1.4882	1.5024	1.532	1.6076	1.6294	1.6444	1.6606	1.6866	1.7146	1.7366
10	1.53200	1.548	1.5664	1.5818	1.614	1.6922	1.7168	1.7328	1.7502	1.7772	1.8062	1.8282
11	1.57100	1.5865	1.6055	1.6215	1.655	1.7345	1.7605	1.777	1.795	1.8225	1.852	1.874
12	1.64600	1.6635	1.6837	1.7009	1.737	1.8191	1.8479	1.8654	1.8846	1.9131	1.9436	1.9656
13	1.68400	1.702	1.7228	1.7406	1.778	1.8614	1.8916	1.9096	1.9294	1.9584	1.9894	2.0114
14	1.69200	1.71075	1.73155	1.7803	1.819	1.946	1.979	1.9996	2.019	2.049	2.081	2.103
15	1.70000	1.71950	1.7403	1.78905	1.82775	1.95475	1.98775	2.00835	2.02775	2.05775	2.08975	2.11174
16	1.71000	1.72825	1.74905	1.7978	1.8365	1.9635	1.9965	2.0171	2.0365	2.0665	2.0985	2.1205
17	1.71900	1.737	1.7578	1.80655	1.84525	1.97225	2.00525	2.02585	2.04525	2.07525	2.10725	2.12925
18	1.73067	1.74867	1.76947	1.81822	1.85692	1.98392	2.01692	2.03752	2.05692	2.08692	2.11892	2.14092
19	1.74234	1.76034	1.78114	1.82989	1.86859	1.99559	2.02859	2.04919	2.06859	2.09859	2.13059	2.1526
20	1.75400	1.772	1.7928	1.84149	1.88019	2.00719	2.04019	2.06079	2.08019	2.11019	2.14219	2.16418
21	1.76567	1.78367	1.80447	1.85316	1.89186	2.01886	2.05186	2.07246	2.09186	2.12186	2.15386	2.1759
22	1.77734	1.79534	1.81614	1.86483	1.90353	2.03053	2.06353	2.08413	2.10353	2.13353	2.16553	2.1875
23	1.78901	1.80701	1.82781	1.8765	1.9152	2.0422	2.0752	2.0958	2.1152	2.1452	2.1772	2.1992
24	1.80068	1.81868	1.83948	1.88817	1.92687	2.05387	2.08687	2.10747	2.12687	2.15687	2.18887	2.21087
25	1.81235	1.83035	1.85115	1.89984	1.93854	2.06554	2.09854	2.11914	2.13854	2.16854	2.20054	2.22254
26	1.82402	1.84202	1.86282	1.91151	1.95021	2.07721	2.11021	2.13081	2.15021	2.18021	2.21221	2.23421
27	1.83569	1.85369	1.87449	1.92318	1.96188	2.08888	2.12188	2.14248	2.16188	2.19188	2.22388	2.24588
28	1.84736	1.86536	1.88616	1.93485	1.97355	2.10055	2.13355	2.15415	2.17355	2.20355	2.23555	2.25756
29	1.85903	1.87703	1.89783	1.94652	1.98522	2.11222	2.14522	2.16582	2.18522	2.21522	2.24722	2.26923
30	1.87070	1.8887	1.9095	1.95819	1.99689	2.12389	2.15689	2.17749	2.19689	2.22689	2.25889	2.2809
31	1.88237	1.90037	192117	1.96986	2.00856	2.13556	2.16856	2.18916	2.20856	2.23856	2.27056	2.29257
32	1.89404	1.91204	1.93284	1.98153	2.02023	2.14723	2.48023	2.20083	2.22023	2.25023	2.28223	2.30424
33	1.90571	1.92371	1.94451	1.9932	2.0319	2.1589	2.1919	2.2125	2.2319	2.2619	2.2939	2.3159
34	1.94382	1.96218	1.98340	2.03306	2.07254	2.20208	2.23574	2.25675	2.27654	2.30714	2.33978	2.36221

WEA SALARY SCHEDULE

BASE SALARY 45,183
2025-26

YEARS	BA	BA 8 or 24 CEO	BA+16 or 48 CEU	BA+24 Or 72 CEU	BA + 32 or 96 CEU	BA + 32 or 120 CEU	MA	MA + 8 or 24 CEU	MA +16 or 48 CEU	MA + 24 or 72 CEU	MA + 32 or 96 CEO	PhD/Edd
STEP 0	45,183	45,589	46,041	46,358	46,990	49,701	49,927	50,334	50,740	51,644	52,638	53,632
STEP 1	46,900	47,329	47,808	48,151	48,843	51,612	51,901	52,331	52,764	53,691	54,707	55,701
STEP 2	48,617	49,069	49,575	49,945	50,695	53,524	53,876	54,328	54,789	55,738	56,777	57,771
STEP 3	52,051	52,548	53,108	53,533	54,400	57,346	57,825	58,322	58,837	59,831	60,915	61,909
STEP 4	53,768	54,287	54,875	55,326	56,253	59,257	59,799	60,319	60,861	61,878	62,985	63,979
STEP 5	55,484	56,027	56,641	57,120	58,105	61,168	61,774	62,316	62,1885	63,925	65,054	66,048
STEP 6	58,918	59,506	60,174	60,708	61,810	64,991	65,723	66,310	66,934	68,018	69,193	70,187
STEP 7	60,635	61,245	61,941	62,501	63,663	66,902	67,697	68,307	68,958	70,065	71,262	72,256
STEP 8	64,069	64,724	65,474	66,089	67,368	70,725	71,646	72,302	73,006	74,159	75,401	76,395
STEP 9	65,786	66,464	67,241	67,883	69,220	72,636	73,621	74,299	75,031	76,205	77,470	78,464
STEP 10	69,220	69,943	70,774	71,470	72,925	76,458	77,570	78,293	79,079	80,299	81,609	82,603
STEP 11	70,982	71,683	72,541	73,264	74,778	78,370	79,544	80,290	81,103	82,346	83,679	84,673
STEP 12	74,371	75,162	76,074	76,851	78,483	82,192	83,493	84,284	85,152	86,439	87,817	88,811
STEP 13	76,088	76,901	77,841	78,645	80,335	84,103	85,468	86,281	87,176	88,486	89,887	90,881
STEP 14	76,449	77,296	78,236	80,439	82,188	87,926	89,417	90,348	91,224	92,580	94,025	95,019
STEP 15	76,811	77,692	78,632	80,834	82,583	88,321	89,812	90,743	91,619	92,975	94,421	95,414
STEP 16	77,263	78,087	79,027	81,230	82,978	88,716	90,207	91,138	92,015	93,370	94,816	95,810
STEP 17	77,669	78,483	79,422	81,625	83,374	89,112	90,603	91,534	92,410	93,766	95,211	96,205
STEP 18	78,197	79,010	79,950	82,152	83,901	89,639	91,130	92,061	92,937	94,293	95,739	96,733
STEP 19	78,724	79,537	80,477	82,680	84,428	90,166	91,657	92,588	93,465	94,820	96,266	97,260
STEP 20	79,251	80,064	81,004	83,204	84,952	90,690	92,181	93,112	93,989	95,344	96,790	97,784
STEP 21	79,778	80,591	81,531	83,731	85,480	91,218	92,709	93,640	94,516	95,872	97,317	98,313
STEP 22	80,305	81,118	82,058	84,258	86,007	91,745	93,236	94,167	95,043	96,399	97,845	98,837
STEP 23	80,832	81,646	82,586	84,786	86,534	92,272	93,763	94,694	95,571	96,926	98,372	99,366
STEP 24	81,360	82,173	83,113	85,313	87,061	92,800	94,291	95,221	96,098	97,453	98,899	99,893
STEP 25	81,887	82,700	83,640	85,840	87,589	93,327	94,818	95,749	96,625	97,881	99,427	100,421
STEP 26	82,414	83,228	84,167	86,367	88,116	93,854	95,345	96,276	97,153	98,508	99,954	100,948
STEP 27	82,942	83,755	84,695	86,895	88,643	94,381	95,872	96,803	97,680	99,035	100,481	101,475
STEP 28	83,469	84,282	85,222	87,422	89,171	94,909	96,400	97,331	98,207	99,563	101,008	102,003
STEP 29	83,996	84,809	85,749	87,949	89,698	95,436	96,927	97,858	98,734	100,090	101,536	102,530
STEP 30	84,523	85,337	86,277	88,477	90,225	95,963	97,454	98,385	99,262	100,617	102,063	103,057
STEP 31	85,051	85,864	86,804	89,004	90,752	96,491	97,982	98,912	99,789	101,144	102,590	103,585
STEP 32	85,578	86,391	87,331	89,531	91,280	97,018	98,509	99,440	100,316	101,672	103,118	104,112
STEP 33	86,105	86,919	87,858	90,058	91,807	97,545	99,036	99,967	100,843	102,199	103,645	104,638
STEP 34	87,827	88,657	89,616	91,860	93,643	99,496	101,017	101,966	102,860	104,243	105,718	106,731

WEA SALARY SCHEDULE

BASE SALARY 46,538
2026-2027

YEARS	BA	BA 8 or 24 CEU	BA+16 or 48 CEU	BA+24 or 72 CEU	BA +32 or 96 CEU	BA +40 or 120 CEU	MA	MA + 8 or 24 CEU	MA +16 or 48 CEU	MA + 24 or 72 CEU	MA + 32 or 96 CEU	PhD/Edd
STEP 0	46,538	46,957	47,423	47,748	48,400	51,192	51,425	51,844	52,263	53,193	54,217	55,241
STEP 1	48,307	48,749	49,242	49,596	50,308	53,161	53,459	53,901	54,348	55,302	56,349	57,373
STEP 2	50,075	50,541	51,062	51,444	52,216	55,129	55,492	55,958	56,433	57,410	58,480	59,504
STEP 3	53,612	54,124	54,701	55,139	56,032	59,067	59,560	60,072	60,602	61,626	62,743	63,767
STEP 4	55,381	55,916	56,521	56,986	57,940	61,035	61,594	62,129	62,687	63,734	64,875	65,899
STEP 5	57,149	57,708	58,341	58,834	59,848	63,004	63,627	64,186	64,772	65,843	67,006	68,030
STEP 6	60,686	61,291	61,980	62,529	63,665	66,941	67,695	68,300	68,942	70,059	71,269	72,293
STEP 7	62,455	63,083	63,800	64,377	65,573	68,910	69,729	70,357	71,027	72,167	73,401	74,424
STEP 8	65,992	66,666	67,439	68,072	69,389	72,847	73,796	74,471	75,197	76,384	77,663	78,687
STEP 9	67,760	68,458	69,259	69,919	71,297	74,815	75,830	76,528	77,282	78,492	79,795	80,819
STEP 10	71,297	72,042	72,898	73,615	75,113	78,752	79,897	80,642	81,452	82,708	84,058	85,082
STEP 11	73,112	73,833	74,718	75,462	77,021	80,721	81,931	82,699	83,537	84,816	86,189	87,213
STEP 12	76,602	77,417	78,357	78,357	80,837	84,658	85,998	86,813	87,706	89,033	90,452	91,476
STEP 13	78,371	79,209	80,177	81,005	82,745	86,627	88,032	88,870	89,791	91,141	92,584	93,608
STEP 14	78,743	79,616	80,584	82,852	84,654	90,564	92,100	93,058	93,961	95,357	96,847	97,870
STEP 15	79,115	80,023	80,991	83,260	85,061	90,971	92,507	93,466	94,368	95,765	97254	98,277
STEP 16	79,581	80,430	81,398	83,667	85,468	91,378	92,914	93,873	94,776	96,172	97,661	98,685
STEP 17	80,000	80,837	81,805	84,074	85,875	91,786	93,321	94,280	95, 183	96,579	98,068	99,092
STEP 18	80,543	81,380	82,348	84,617	86,418	92,329	93,864	94,823	95,726	97,122	98,611	99,635
STEP 19	81,086	81,924	82,892	85,160	86,961	92,872	94,408	95,366	96,269	97,665	99,154	100,179
STEP 20	81,629	82,466	83,434	85,700	87,501	93,412	94,947	95,906	96,809	98,205	99,694	100,718
STEP 21	82,172	83,009	83,977	86,243	88,044	93,955	95,490	96,449	97,352	98,748	100,237	101,263
STEP 22	82,715	83,552	84,520	86,786	88,587	94,498	96,034	96,992	97,895	99,291	100,780	101 ,803
STEP 23	83,258	84,096	85,064	87,329	89,131	95,041	96,577	97,535	98,438	99,834	101,324	102,347
STEP 24	83,801	84,639	85,607	87,873	89,674	95,584	97,120	98,078	98,981	100,377	101,867	102,891
STEP 25	84,344	85,182	86,150	88,416	90,217	96,127	97 ,663	98,622	99,524	100,921	102,410	103,434
STEP 26	84,887	85,725	86,693	88,959	90,760	96,670	98,206	99,165	100,068	101,464	102,953	103,977
STEP 27	85,430	86,268	87,236	89,502	91,303	97,213	98,749	99,708	100,611	102, 007	103,496	104,520
STEP 28	85,973	89,811	87,779	90,045	91,846	97,756	99,292	100,251	101,154	102,550	104,039	105,063
STEP 29	86,516	87,354	88,322	90,588	92,389	98,300	99,835	100,794	101,697	103,093	104,582	105,607
STEP 30	87,060	87,897	88,865	91,131	92,932	98,843	100,378	101,337	102,240	103,636	105,125	106,150
STEP 31	87,603	88,440	89,408	91,674	93,475	99,386	100,922	101,880	102,783	104,179	105,668	106,693
STEP 32	88,146	88,983	89,951	92,217	94,018	99,929	101,465	102,423	103,326	104,722	106,212	107,236
STEP 33	88,689	89,527	90,495	92,761	94,562	100,472	102,008	102,966	103,869	105,265	106,755	107,778
STEP 34	90,463	91,317	92,304	94,616	96,453	102,481	104,048	105,026	105,947	107,371	108,890	109,934

WEA SALARY SCHEDULE

BASE SALARY 47,469
2027-28

YEARS	BA	BA 8 or 24 CEU	BA+16 or 48 CEU	BA+24 or 72 CEU	BA +32 or 96 CEU	BA +40 or 120 CEU	MA	MA + 8 or 24 CEU	MA +16 or 48 CEU	MA + 24 or 72 CEU	MA + 32 or 96 CEU	PhD/Edd
STEP 0	47,469	47,896	48,371	48,703	49,368	52,216	52,453	52,880	53,307	54,257	55,301	56,345
STEP 1	49,273	49,724	50,227	50,587	51,314	54,224	54,527	54,978	55,434	56,407	57,475	58,519
STEP 2	51,076	51,551	52,083	52,472	53,260	56,231	56,602	57,076	57,561	58,557	59,649	60,694
STEP 3	54,684	55,206	55,795	56 241	57,152	60,247	60,751	61,273	61,814	62,858	63,997	65,042
STEP 4	56,488	57,034	57,651	58,125	59,099	62,255	62,825	63,371	63,940	65,008	66,171	67,216
STEP 5	58,292	58,861	59,507	60,010	61,045	64,263	64,899	65,469	66,067	67,159	68,346	69,390
STEP 6	61,899	62,516	63,219	63,779	64,937	68,279	69,048	69,665	70,320	71,459	72,694	73,738
STEP 7	63,703	64,344	65,075	65,664	66,883	70,287	71,122	71,763	72,447	73,610	74,868	75,912
STEP 8	67,311	67,999	68,787	69,433	70,776	74,303	75,271	75,960	76,700	77,910	79,216	80,260
STEP 9	69,115	69,827	70,643	71,317	72,722	76,311	77,346	78,058	78,827	80,061	81,390	82,434
STEP 10	72,722	73,482	74,355	75,086	76,615	80,327	81,494	82,254	83,080	84,361	85,738	86,782
STEP 11	74,573	75,309	76,211	76,971	78,561	82,335	83,569	84,352	85,206	86,512	87,912	88,956
STEP 12	78,134	78,964	79,923	80,740	82,453	86,350	87,718	88,548	89,460	90,812	92,260	93,305
STEP 13	79,937	80,792	81,779	82,624	84,399	88,358	89,792	90,646	91,586	92,963	94,434	95,479
STEP 14	80,317	81,207	82,195	84,509	86,346	92,374	93,941	94,919	95,839	97,263	98,782	99,827
STEP 15	80,697	81,623	82,610	84,924	86,761	92,790	94,356	95,334	96,255	97,679	99,198	100,242
STEP 16	81,172	82,038	83,025	85,339	87,176	93,205	94,771	95,749	96,670	98,094	99,613	100,658
STEP 17	81,599	82,453	83,441	85,755	87,592	93,620	95,187	96,165	97,085	98,510	100,029	101,073
STEP 18	82,153	83,007	83,995	86,309	88,146	94,174	95,741	96,719	97,639	99,064	100,583	101,627
STEP 19	82,707	83,561	84,549	86,863	88,700	94,728	96,295	97,273	98,193	99,617	101,136	102,181
STEP 20	83,260	84,115	85,102	87,413	89,250	95,279	96,845	97,823	98,744	100,168	101,687	102,731
STEP 21	83,814	84,669	85,656	87,967	89,804	95,833	97,399	98,377	99,298	100,722	102,241	103,287
STEP 22	84,368	85,223	86,210	88,521	90,358	96,387	97,953	98,931	99,852	101,276	102,795	103,838
STEP 23	84,922	85,777	86,764	89,075	90,912	96,941	98,507	99,485	100,406	101,830	103,349	104,393
STEP 24	85,476	86,330	87,318	89,629	91,466	97,495	99,061	100,039	100,960	102,384	103,903	104,947
STEP 25	86,030	86,884	87,872	90,183	92,020	98,049	99,615	100,593	101,514	102,938	104,457	105,501
STEP 26	86,584	87,438	88,426	90,737	92,574	98,603	100,169	101,147	102,068	103,492	105,011	106,055
STEP 27	87,138	87,992	88,980	91,291	93,128	99,157	100,723	101,701	102,622	104,046	105,565	106,609
STEP 28	87,692	88,546	89,534	91,845	93,682	99,711	101,277	102,255	103,176	104,600	106,119	107,164
STEP 29	88,246	89,100	90,088	92,399	94,236	100,264	101,831	102,809	103,730	105,154	106,673	107,718
STEP 30	88,800	89,654	90,642	92,953	94,790	100,818	102,385	103,363	104,284	105,708	107,227	108,271
STEP 31	89,354	90,208	91,196	93,507	95,344	101,372	102,939	103,917	104,838	106,262	107,781	108,825
STEP 32	89,908	90,762	91,750	94,061	95,898	101,926	103,493	104,471	105,392	106,816	108,335	109,379
STEP 33	90,462	91,316	92,303	94,615	96,452	102,480	104,047	105,025	105,946	107,370	108,889	109,932
STEP 34	92,271	93,142	94,150	96,507	98,381	104,530	106,128	107,125	108,064	109,517	111,066	112.131

Athletic Supplemental Tiers

Tier I:

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

Tier II:

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

Tier III:

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

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

Athletic Supplemental Tiers (continued)

Tier IV:

Golf Tennis Bowling					
Position:	0-1 Years	2-3 Years	4-6 Years	7-9 Years	10 Years*
HS Head	0.08	0.09	0.10	0.11	0.12
HS Assistant	0.04	0.045	0.05	0.055	0.06
Special Olympics**	0.04	0.45	.05	.055	.06
Indoor Track					
Coach	0.08	0.09	0.10	0.11	0.12
HS Head Cheerleading					
Football	0.04	0.045	0.05	0.055	0.06
Basketball	0.04	0.045	0.05	0.055	0.06
HS Assistant Cheerleading and Freshman Head Cheerleading					
Football	0.025	0.03	0.035	0.04	0.045
Basketball	0.025	0.03	0.035	0.04	0.045
MS Cheerleading					
Football	0.03	0.04	0.05	0.06	0.07
Basketball	0.03	0.04	0.05	0.06	0.07
Other					
Weight Trainer	2.5% per season (3 seasons)				
Faculty Manager / Athletic Coordinator	HS	3% per season			
	MS	2% per season			

*The 10-year column is available only to bargaining unit members.
** The parties agree to re-visit the stipend amount annually, depending on the number of sports and athletes participating.

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

Academic/Club Supplementals

	Years experience in this position % of B.A.				
	0-1 Years	2-3 Years	4-6 Years	7-9 Years	10 Years*
ACADEMIC COMPETITION					
Destination Imagination Advisor	2%	3%	4%	5%	6%
Power of the Pen Advisor	2%	3%	4%	5%	6%
Reading Writing Festival Advisor	2%	2%	2%	2%	3%
Academic Challenge	2%	3%	4%	5%	6%
Spelling Bee Advisor	2%	2%	2%	2%	3%
Continental Math Elementary	2%	2%	2%	2%	3%
AUDIO/VISUAL COORDINATOR	These supplemental will only be posted and offered to other bargaining unit members when the building small group instructor or library instructor declines to accept.				
HS Coordinator	3%	4%	4%	4%	5%
MS Coordinator	2%	3%	3%	3%	4%
ES Coordinator	2%	3%	3%	3%	4%
CLASS ADVISORS					
a. 9th	2%	3%	4%	5%	6%
b. 10th	2%	3%	4%	5%	6%
c. 11th	5%	6%	7%	8%	9%
d. 12th	6%	7%	8%	9%	10%
CLUBS					
Chess Club	2%	3%	4%	5%	6%
Drama Club	2%	3%	4%	5%	6%
FCCLA (Family & Cons Sci)	2%	3%	4%	5%	6%
Bookstore Advisor	2%	3%	4%	5%	6%
Latin Club	2%	3%	4%	5%	6%
Robot Club	2%	3%	4%	5%	6%
Science Club	2%	3%	4%	5%	6%
Ski Club (2)	2%	3%	4%	5%	6%
Sources of Strength	2%	3%	4%	5%	6%
Spanish Club	2%	3%	4%	5%	6%
UNITED	2%	3%	4%	5%	6%
American Sign Language Club	2%	3%	4%	5%	6%
Art Club (HS)	2%	3%	4%	5%	6%
Art Club (MS)	2%	3%	4%	5%	6%
Art Club (ES)	2%	3%	4%	5%	6%
Radio Controlled Car Club	2%	3%	4%	5%	6%
Interact Club	2%	3%	4%	5%	6%

Academic/Club Supplementals (continued)

	Years experience in this position % of B.A.				
	0-1 Years	2-3 Years	4-6 Years	7-9 Years	10 Years*
MUSIC/PERFORMANCE					
Band Camp (Director Only)	2%	2%	2%	2%	2%
Concert Band Director	8%	9%	10%	11%	12%
Choir Director	8%	9%	10%	11%	12%
Dance Team Advisor (per season)	4%	4.5%	5%	5.5%	6%
Jazz Band Director	2%	3%	4%	5%	6%
Pep Band Director	1%	2%	3%	4%	5%
Percussion Instructor	5%	6%	7%	8%	9%
HIGH SCHOOL MUSICAL					
a. Director	5%	6%	7%	8%	9%
b. Choreographer	3%	4%	5%	6%	7%
c. Pit Director	2%	2%	2%	2%	2%
d. Set Director	2%	3%	4%	5%	6%
e. Music Director	3%	4%	5%	6%	7%
HIGH SCHOOL PLAY					
a. Director	5%	6%	7%	8%	9%
b. Set Director	2%	3%	4%	5%	6%
MIDDLE SCHOOL PLAY					
a. Director	4%	5%	6%	7%	8%

Academic/Club Supplementals (continued)

	Years experience in this position % of B.A.				
	0-1 Years	2-3 Years	4-6 Years	7-9 Years	10 Years*
OUTDOOR EDUCATION/TRIP COORDINATION					
Coordinator – 6th grade	4%	4.5%	5%	5.5%	6.0%
Aides-6th grade camp and Aides-8th grade Washington trip	1%	1.5%	2%	2.5%	3%
8th grade Washington Coordinator	4%	4.5%	5%	5.5%	6%
College Knowledge Coordinator	3%	3.5%	4%	4.5%	5%
College Knowledge Chaperones	1%	1%	1%	1%	1%
PUBLICATIONS					
Literary Magazine Advisor	2%	3%	4%	5%	6%
Yearbook Advisor WMS	2%	3%	4%	5%	6%
Newspaper	6%	7%	8%	9%	10%
Yearbook	6%	7%	8%	9%	10%
STUDENT COUNCIL					
Student Council WHS	6%	7%	8%	9%	10%
Student Council WIS	3%	4%	5%	6%	7%
Student Council WMS	3%	4%	5%	6%	7%
MISCELLANEOUS					
Collegial Coaches	2%	3%	4%	5%	6%
Hygiene Officer	Paid per diem for up to 15 hours per year				
NHS High School	6%	7%	8%	9%	10%
Rope Skipping Team Advisor	2%	2.5%	3%	3.5%	4%
District Evaluation Committee	1.5%	1.5%	1.5%	1.5%	1.5%

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

Ohio Teacher Evaluation System 2.0 Model



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Preface

The State Board of Education recognizes the importance of using teacher evaluation to promote educator professional growth that improves instructional performance and student learning. Using a growth model when evaluating teachers to identify instructional strengths and support their teaching is essential to improving the quality of instruction students receive. The State Board of Education believes evaluation is essential in strengthening professional practice and is used to inform employment decisions.

Ohio is committed to quality schools. After the report of the Governor's Commission on Teaching Success, Ohio lawmakers passed Senate Bill 2 in 2004. The law mandated establishing a state Educator Standards Board and charged the Board with the creation of the ***Ohio Standards for the Teaching Profession***, ***Ohio Standards for Principals*** and ***Ohio Standards for Professional Development***.

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

The Educator Standards Board collaborated on the project with Ohio teachers, school administrators, higher education faculty, representatives of Ohio's educational professional associations and national experts in teacher evaluation. During 2009-2011, the Ohio Teacher Evaluation writing team extensively studied model evaluation systems throughout the country, examining many well-recognized state and district systems in depth. These included those used in the public schools of the District of Columbia and the states of Delaware, New Mexico, North Carolina, and Colorado. The writing group also studied the nationally recognized work of evaluation experts Charlotte Danielson, Laura Goe, the New Teacher Center, and the American Institutes for Research (AIR) and its affiliate, Learning Point Associates.
This research and collaboration among national experts informed the design of components, processes and tools included in the ***Ohio Teacher Evaluation System***. Ohio's evaluation system is research-based and designed to be transparent, fair, and adaptable to the needs of Ohio's rural, urban, suburban, large, and small districts. This teacher evaluation system builds on what is known about ongoing assessment and feedback as a powerful vehicle to support improving instructional practice.

In March 2017, the Educator Standards Board made recommendations for updating the ***Ohio Teacher Evaluation System***. Ohio Senate Bill 216, which took effect in late 2018, reflects many of these recommendations.

Outlined in Ohio Revised Code, the requirements include:

- Evaluation of teachers who hold teaching licenses and spend at least 50 percent of their time in student instruction;
- Alignment of an evaluation system with the ***Ohio Standards for the Teaching Profession*** adopted under Ohio Revised Code;

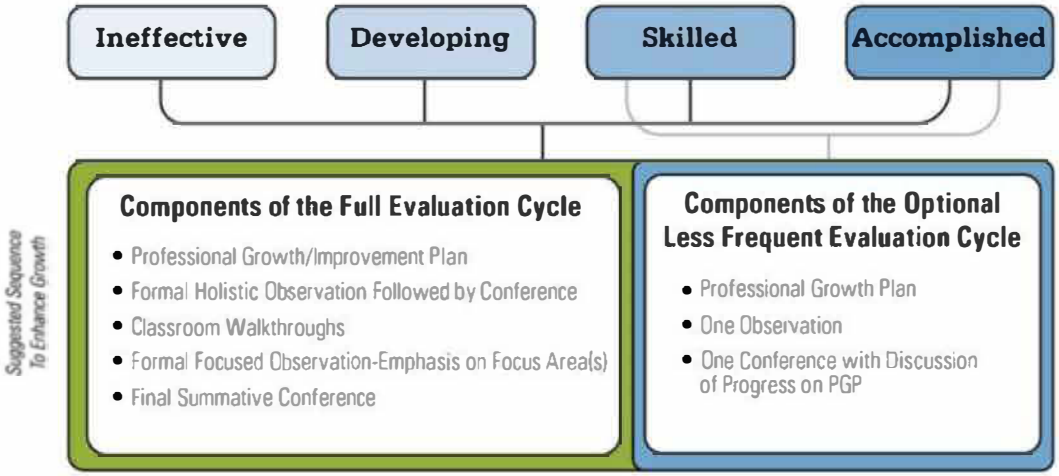
- At least two formal observations of at least 30 minutes each and at least two classroom walkthroughs in which a credentialed evaluator observes a teacher;
- Assignment of a rating on each evaluation according to these levels of performance: **Accomplished**, **Skilled**, **Developing,** or **Ineffective**;
- Evaluation of every teacher, to be completed by May 1, with a written evaluation report provided to the teacher by May 10;
- Options for less frequent evaluation of teachers who received **Skilled** or **Accomplished** ratings the prior school year in the same district, while still providing them feedback on their practice;
- Use of at least two measures of high-quality student data that provide evidence of student learning attributable to the teacher being evaluated; and
- Allocation of district financial resources to support professional development informed by evaluation results.

Representatives of 42 school districts gave the Ohio Department of Education and Educator Standards Board feedback during the Ohio Teacher Evaluation System 2.0 Prototype Project, beginning in fall 2018. This feedback helped guide the Department and the Educator Standards Board in developing the draft version of the ***Ohio Teacher Evaluation System 2.0***. Sixty-three schools, districts and educational service centers piloted this draft ***Ohio Teacher Evaluation System 2.0*** during 2019-2020, providing more feedback to guide implementation of the system in the 2020-2021 school year.

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 Plan

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** 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 for 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** 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. Teachers with ratings 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** 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.

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 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 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 and 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 and local standards

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

* The ***Ohio Teacher Evaluation System 2.0 Framework*** represents the required basic structure of the teacher evaluation system. For additional guidance, please see the ***Ohio Teacher Evaluation System 2.0 Model***, which provides definitions of terms, detailed suggested implementation, and best practices for evaluating teachers in Ohio.
**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. However, *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.

Ohio Teacher Evaluation System 2.0 Model:

Definition of Teacher Effectiveness

The ***Ohio Teacher Evaluation System 2.0 Model*** contains definitions of terms, detailed suggestions for system implementation and best practices. After extensive research, Ohio education practitioners developed the definition of teacher effectiveness found in bullets 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 high-quality student data 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; and
- 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 of the ***Ohio Teacher Evaluation System 2.0*** and best practices to help schools and districts as they support individual professional growth. The system reflects work by stakeholders that includes a prototype project and pilot. 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; and
- Implementing the OTES 2.0 Model: Appendix B — District-Level Decisions: Best Practice Implementation; Suggested Forms to be Used in Implementation.

Professional Growth Plan or Improvement Plan Processes

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.

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** annually develops a Professional Growth Plan 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 should take place. This creates opportunities for professional conversation or direction about performance, goals, and progress, and needed supports. The evaluator and teacher should 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 should be reviewed regularly and updated as necessary, based on collaborative conversations between the evaluator and teacher.

Figure 1—Selecting an Appropriate Plan



Accomplished Final Holistic Rating	Skilled Final Holistic Rating	Developing Final Holistic Rating	Ineffective Final Holistic Rating	No Previous Rating	Professional Growth or Improvement Plan Guidance
•	•	•		•	Growth Plan
			•		Improvement Plan
•					Self-directed by Teacher
	•			•	Jointly Developed by Teacher and Evaluator
		•			Guided by Evaluator
			•		Developed by Evaluator
•	•	•	•	•	Professional Conversations
•	•	•	•	•	Focused Observation with Professional Conversation and Support Based on Previous Holistic Observation
•	•	•	•	•	Mid-Year Progress Check
•	•	•	•	•	End-of-Year Evaluation

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 should focus on only one to two goals.

To make a positive impact on instruction and achievement, goals must be based on an accurate assessment of teacher performance and student learning needs. Evaluators or teachers should develop goals using multiple data sources, including self-assessment based on the standards, high-quality student learning data and identified focus area(s). Goals must align to any school district and/or building improvement plan(s); consider alignment to vision and mission of any plan(s). Evidence of progress toward the one or more goals must be measurable. In addition, evidence may be qualitative, quantitative or both.

During the Professional Growth Plan process, it is suggested that teachers meet with their evaluators at least three times to — (1) set goals, (2) assess progress and (3) reflect on the work at the end of the academic year. These discussions can occur during the pre-conference, post-conference and end-of-year Final Summative Conference — or as the evaluator determines is necessary.

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:

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***. 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*** 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 should 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 should 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. These include:

- 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 can consult:

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

Professional Growth Plan

Teachers develop Professional Growth Plans annually to help them identify areas of professional development that will enable them to enhance their practice. Teachers are accountable for implementing and completing the plan and should use it as a starting point for the school year. Professional Growth Plans cannot replace Individual Professional Development Plans (IPDP), nor can Individual Professional Development Plans replace Professional Growth Plans.

Professional Growth Plans should reflect the evidence available and focus on the most recent evaluation and observations. Each should be individualized to address 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). Professional Growth Plans must be clear and comprehensive. They must align to the most recent evaluation results and propose a sequence of activities leading to progress toward the goals.

PROGRESS ON THE PROFESSIONAL GROWTH PLAN

Professional Growth Plan goals should be continually monitored and discussed with the evaluator throughout the year. Sound professional practice calls for the evaluator and teacher to meet three times a year to discuss goals and progress. They should review the plan regularly and update it as necessary based on collaborative conversations between the evaluator and the teacher. ***The Ohio Teacher Evaluation System 2.0*** is a growth model design. As such, it is expected that teachers will make progress on their Professional Growth Plan thereby leading to enhanced instruction and increased student learning.

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. T*he 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.

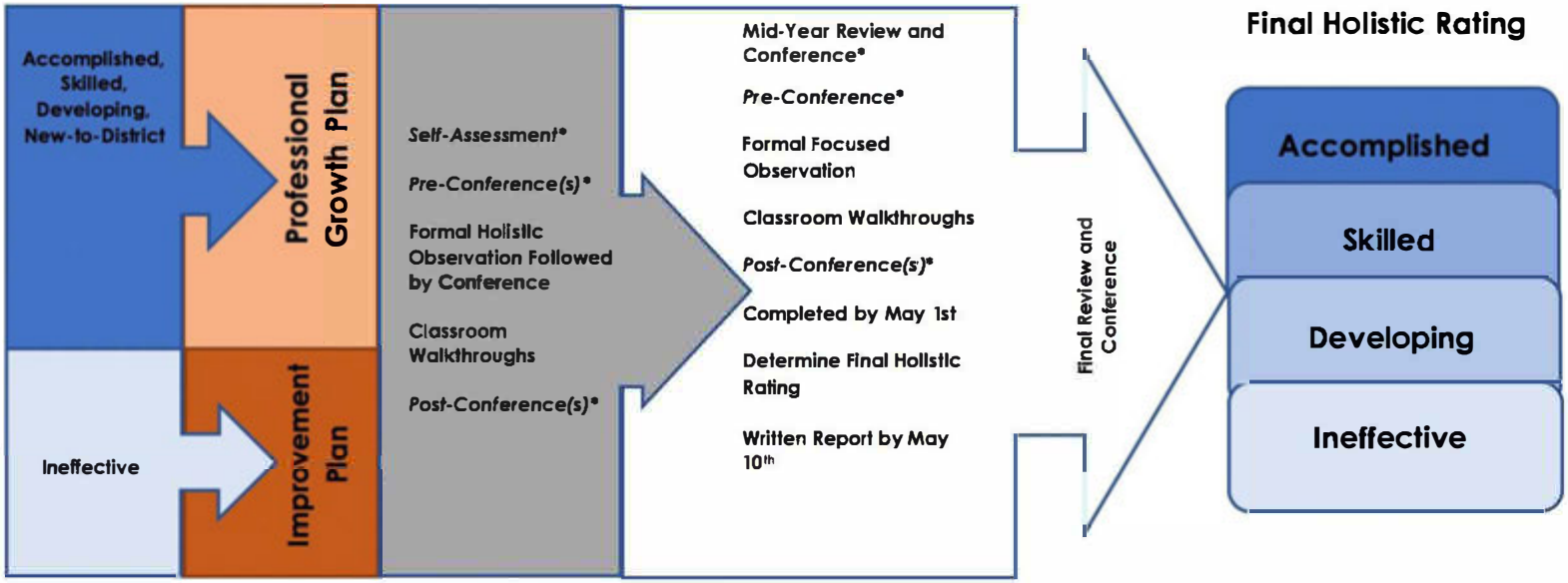
An evaluator must reassess the educator's performance in accordance with the written plan. This reassessment should include multiple performance observations. When the reassessment is completed, if the evaluator has documented an acceptable level of performance improvement, the teacher may transition to a Professional Growth Plan. If the teacher's performance remains **Ineffective**, the administrator may 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.

Teacher Performance: Full Evaluation



*Indicates best practice but not required

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.

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 he or she 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 should 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; and
- Assessment data to be collected to demonstrate student learning, such as the use of 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 should observe an entire class period or lesson or for a minimum of 30 minutes. The evaluator may announce or not 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**.

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 may be announced or unannounced. 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 AREA(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 are 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 opportunities 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 should focus on 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 strong teacher evaluation system calls for ongoing collaboration and honest conversation between teachers and their evaluators. The foundation of such a system is the transparent, collaborative gathering and sharing of evidence that informs the teacher performance rating at the end of the year. Some teacher practices are observable in the classroom, while other evidence comes from formal conferences and informal conversations, as well as input from colleagues, parents or guardians and students. 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 also 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.** Likewise, teachers may, 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 should 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, informal conversations, 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.

A Review of the Teacher Performance Evaluation Rubric

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

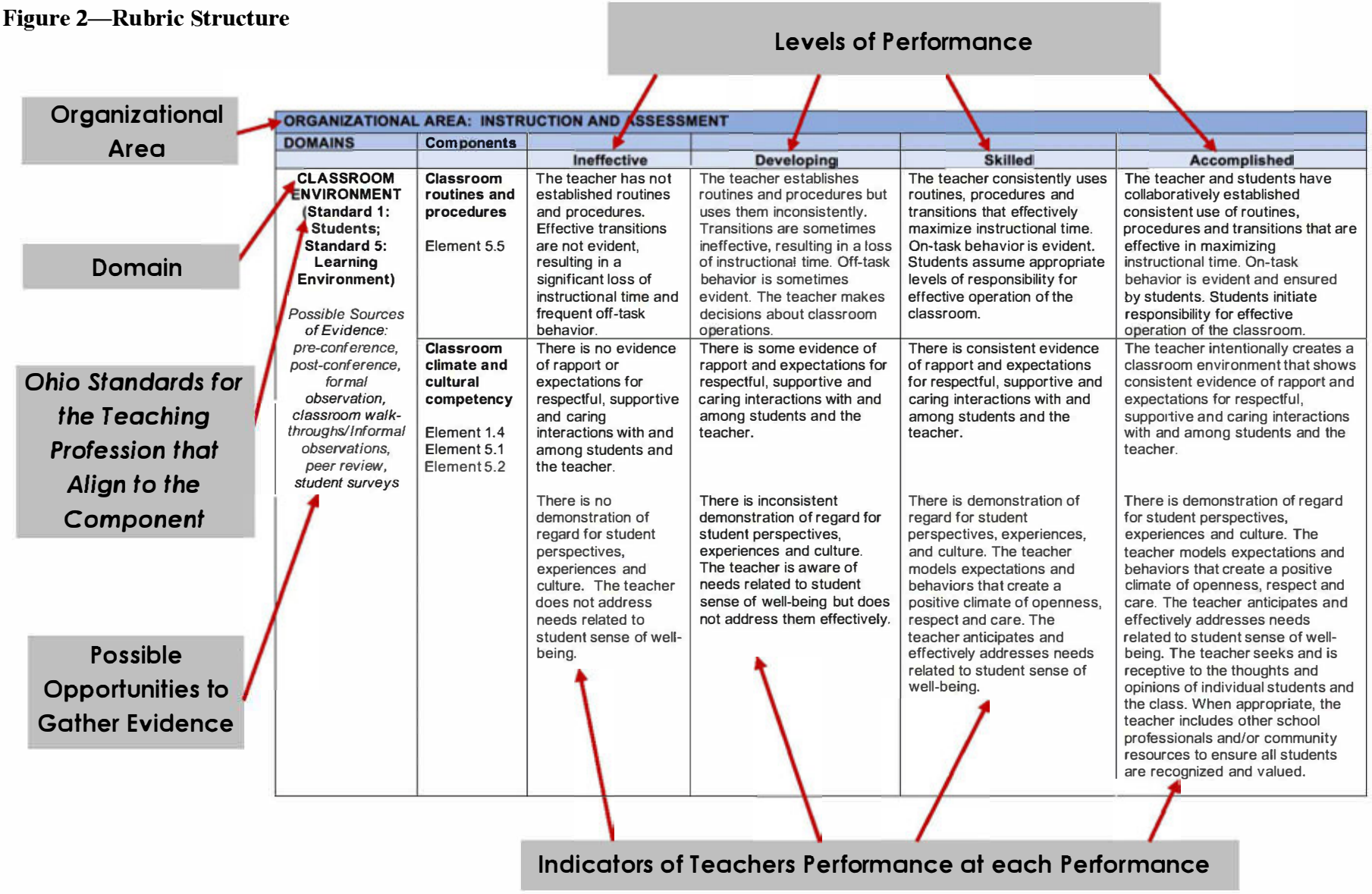
- Instructional Planning;
- Instruction and Assessment; and
- Professionalism.

It also looks at teacher performance through six domains of teacher practice:

- Focus for Learning;
- Knowledge of Students;
- Lesson Delivery;
- Classroom Environment;
- Assessment of Student Learning; and
- Professional Responsibilities.

These organizational areas and domains align with the ***Ohio Standards for the Teaching Profession***. The rubric helps evaluators do comprehensive reviews of teacher practices and interactions in and outside the classroom. The rubric also helps evaluators 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-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.
	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:

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.

Developing:

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.

Skilled:

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.

Accomplished:

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

The following is suggested step-by-step guidance to support evaluators in gathering, reviewing, and analyzing multiple data points that inform a teacher's 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 will compare the evidence and patterns to the indicators in a component. 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 should 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 should consider the patterns evident across the components within a domain. The evaluator should be conscious of teacher behaviors, actions or outcomes that occur multiple times within a domain rather than those that appear to be singular, outlying events. This analysis will help inform the evaluator's judgments about the teacher's typical performance.

The evaluator will reread all the evidence for a domain and consider which performance level best matches the evidence collected. In order to determine the domain rating, the evaluator should consider the preponderance of evidence for this domain and then select the performance level that best describes the domain overall. The evaluator will repeat this process for each domain.

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, he or she 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 should not consider one performance area in isolation but should 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.

***Tip**: Even the most comprehensive compilation of evidence is only a series of snapshots of a teacher's performance. Therefore, use well-cultivated professional judgment informed by training and evidence of an individual's performance to arrive at a Final Holistic Rating. **Do not** use a formula to add up the ratings for each domain. This strategy may gloss over areas where a teacher needs.*
improvement or obscure the teacher's progress over time.

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 should flag any instance of an **Ineffective** rating while preparing to issue the Final Holistic Rating. While the evaluator should examine the evidence of ineffective behavior in the context of all evidence collected for the teacher, the evaluator also should 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 should 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 should highlight evidence that provides representative examples of the Final Holistic Rating. The evaluator should use pieces of evidence that illustrate specific practices in the identified focus area(s). Finally, the evaluator should give succinct, targeted feedback on next steps that will promote the educator's professional growth and lead to enhanced instructional practice.

Appendix A

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.
	Connections to prior and future learning Element 1.2	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	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

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	Element 2.1 Element 2.2 Element 2.4 Element 2.5			communicate the connections to students.	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.
	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.
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 Element 6.4	The teacher's instructional plan makes no connections to and the teacher is not familiar with student experiences, culture, developmental characteristics, or backgrounds.	The teacher's instructional plan makes minimal connections to student experiences, culture, developmental characteristics or student backgrounds.	The teacher's instructional plan reflects connections to student experiences, culture, and developmental characteristics. These may include prior learning, abilities, strengths, needs, talents, backgrounds, skills, language proficiency, and interests.	The teacher's instructional plan reflects consistent connections to student experiences, culture, and developmental characteristics. These may include prior learning, abilities, strengths, needs, individual talents, backgrounds, skills, language proficiency, and interests. The instructional plan draws upon input from school

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys					professionals and outside resources.

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,*	**Communi-cation 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 does not demonstrate content knowledge by using content-specific, developmentally appropriate language or content-specific strategies. There is no student engagement.	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 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 is consistent and effective in communicating appropriate, needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to students. 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	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 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.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
peer review		The teacher does not give students feedback.	Feedback to students is general, occasional, or limited and may not always support student learning.	and encourage higher-level thinking. The teacher gives students substantive, specific and timely feedback to support their learning.	The teacher gives students substantive, specific and timely feedback to support individual student learning. The teacher gives students opportunities to engage in self-assessment, provide feedback to each other and reflect on their own strengths and challenges.
LESSON DELIVERY *(continued)*	**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.

	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.	Learning is primarily teacher directed. Students participate in whole class learning activities.	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.	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.
ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
		There are no opportunities for student choice about what will be learned and how learning will be demonstrated. There is no evidence of differentiated instructional strategies or resources.	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.	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.	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 make the lesson accessible and challenging for all students, while supporting the various learning needs of individual students.

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 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.
	Classroom climate and cultural competency	There is no evidence of rapport or expectations for respectful, supportive, and caring	There is some evidence of rapport and expectations for respectful, supportive, and caring interactions with and	There is consistent evidence of rapport and expectations for respectful, supportive, and caring interactions with and	The teacher intentionally creates a classroom environment that shows consistent evidence of rapport and expectations for respectful, supportive, and caring interactions
ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**

classroom walk-throughs/informal observations, peer review, student surveys	Element 1.4 Element 5.1 Element 5.2	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 wellbeing.	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.	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.	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 wellbeing. 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.
ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment) *Possible Sources of Evidence: pre-conference, formal observation* ,	**Use of assessments** Element 3.1 Element 3.2 Element 3.3 Element 3.4	The teacher does not use varied assessments. The teacher fails to analyze data and makes little or no attempt to modify	The teacher makes limited use of varied assessments. The teacher attempts to analyze data and modify instruction, though the	The teacher selects, develops, and uses multiple assessments, including routine use of various diagnostic, formative, and summative assessments. The teacher analyzes patterns to measure targeted student learning, anticipate learning obstacles, modify	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

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
classroom walk-throughs/informal observations, assessments, student portfolios, post-conference		instruction to meet student needs. The teacher does not share evidence of student learning with students.	modifications do not meet student needs. The teacher shares evidence of student learning with students.	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.	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 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.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility and Growth)	**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, wellbeing, 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.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
Possible Sources of Evidence: Professional Growth Plan or Improvement Plan, pre-conference, post-conference, artifacts, self assessment, peer review	**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.
	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.
	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

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
					with colleagues and others to share best practices.

Appendix B

Local Decision Points for Districts Regarding the Ohio Teacher Evaluation System 2.0

Performance Components

- Will the district require completion of the self-assessment? (This remains private to the teacher.)
- Are pre-conferences required? If so, are there any guidelines?
- Are observations announced or unannounced?
- Is feedback required on each walkthrough/informal observation? If yes, what will this look like?
- In addition to the conference following the Formal Holistic Observation and the Final Summative Conference, are other conferences required?

Evaluation Cycle

- How many focus areas will teachers have?
- Will the district evaluate teachers having earned an **Accomplished** or **Skilled** rating less frequently?
    - For the one required observation, what type of observation will that be?
    - For the one required conference, what type of conference will that be?
    - How will it be determined if progress is made on the PGP?
- Will the district allow teachers rated **Accomplished** to select their evaluator and teachers rated **Skilled** to provide input on their evaluator?
- Will the district choose to not evaluate a teacher who has been board approved for retirement by December 1?
- Will the district choose to not evaluate a teacher participating for the first time in the Resident Educator Summative Assessment (RESA)?
- How will the district determine if a teacher is on board-approved leave for more than 50% of the school year? Will that teacher be evaluated?
- For the teacher on a limited or extended limited contract under consideration for non-renewal, the district is required to conduct at least three formal observations. How will this be communicated and implemented?

Professional Growth Plan (PGP)

- How many goals are teachers required to have on the PGP?
- What is the district timeline for development of the PGP?
- How will it be determined that the PGP is aligned to any district and/or school improvement plan(s)?

High-Quality Student Data (HQSD)

- How will the district make decisions around HQSD?
    - How will it be determined if an instrument meets the criteria for HQSD? Committee? Evaluators?
    - How will the evaluator determine if the teacher meets the criteria of using the data from the instrument?
    - How will the district define "experts in the field"?

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 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: _____

Evaluator's Signature: _____ Date: _____

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/ 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:_____e_____ Date: _____

Evaluator's Signature:e_____ee Date: __e_____

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/ Subject: _____

School year: _____ Building: _____ Date of Evaluation: _____

The Improvement Plan will be evaluated at the end of the time specified in the plan. Outcomes from the Improvement Plan 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 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:_____ Date: _____

Evaluator's Signature:e_____ Date: _____

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

Final Holistic Rating of Teacher Effectiveness—Full Evaluation

	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
Formal Holistic Observation (followed by conference)	☐	☐	☐	☐
Formal Focused Observation **Focus Area(s):** ☐ Focus for Learning ☐ Knowledge of Students ☐ Lesson Delivery ☐ Classroom Environment ☐ Assessment of Student Learning ☐ Professional Responsibilities	☐	☐	☐	☐
Professional Growth Plan (or Improvement Plan) Goal(s): (Goal prepopulates from the earlier entry)				
Evaluator Comments:				
Teacher Comments:				
Final Holistic (Overall) Rating	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

☐ Check here if Improvement Plan has been recommended.

Teacher Signature _____ **Date** _____

Evaluator Signature _____ **Date** _____

Final Holistic Rating of Teacher Effectiveness—Accomplished or Skilled Carry Forward

Professional Growth Plan Goal(s) Alignment:	**Dates:**			
Mark Domain Area(s): Focus for ☐ Learning ☐ Knowledge of Students ☐ Lesson Delivery ☐ Classroom Environment ☐ Assessment of Student Learning ☐ Professional Responsibilities **Focus Area(s) Comments:**	Date of Observation: Date of Conference: **Comments:**			
Professional Growth Plan Goal(s):	(Goal(s) prepopulate from previous entry)			
Progress on Professional Growth Plan Goal(s):	☐ Progress Made (By checking this box, the teacher will continue with rating as per schedule until time for a full evaluation cycle.)	☐ Insufficient Progress Made (By checking this box, the teacher will automatically be placed on a full evaluation cycle the following school year.)		
Evaluator Comments:				
Teacher Comments:				
Final Holistic (Overall) Rating: Pre-Populated in OhioES Portal **• Carry forward from previous rating**	**INEFFECTIVE**	**DEVELOPING**	**SKILLED**	**ACCOMPLISHED**

☐ End of Cycle (Full evaluation required in the next school year)

☐ Check here if Improvement Plan has been recommended.

Teacher Signature _____ **Date** _____

Evaluator Signature _____ **Date** _____

High-Quality Student Data Verification Form

Teacher Name: Evaluator Name:

Content Area(s): Grade Level(s):

List sources of High-Quality Student Data used to inform instruction. Value-added data must be used as one source if available.

1.

2.

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 Comments:

Teacher Signature: Date:

HQSD Approval Signature: Date:

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. *These 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

Fair Share Fee

This section has been deemed unconstitutional in the *Janus v. American Federation of State, County and Municipal Employees, Council 31, No. 16-1466, 585 U.S.(June 27, 2018)* and therefore this section is null and void, and shall be moved to the Appendix until such time that the case is reversed. Should the case be reversed, this section shall be automatically reactivated.

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

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

b. Notification of the Amount of Fair Share Fee Payers

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

c. Schedule of Fair Share Fee Deductions

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

d. Transmittal of Deductions

The Board further agrees to accompany each such transmittal with a list of names of the bargaining unit members for all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

e. Procedure for Rebate

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

f. Entitlement to Rebate

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

School Culture Consensus Statement

During 2025 contract negotiations, the parties engaged in meaningful discussions on the importance of school culture for the Woodridge School Community. In reviewing the Woodridge School Culture Playbook, we recognized the need for stronger, more consistent implementation across all levels of our district. We also agree on the importance of setting clear metrics and regularly evaluating our progress.

In a spirit of mutual respect and partnership, we commit to honoring and following the Culture Playbook in our daily work to strengthen a positive, unified district culture.

The Woodridge Way is our commitment, as a unified community, to go above and beyond, embrace challenges, and empower each individual to achieve excellence.

Why Culture Matters

Culture is the foundation of who we are, how we interact, and what we achieve together. It is not a set of rules but the collective experiences, behaviors, and relationships we intentionally build, Strong culture grows through everyday moments-small actions that build trust, belonging, and a shared purpose.

True belonging is built through genuine relationships, not charisma or isolated events. Leaders and staff must work together to model trust, vulnerability, and openness. While conflict can be uncomfortable, it is a necessary part of creating cohesion and improvement.

Purpose unites us. When we focus on a shared vision and communicate authentically and consistently, our schools thrive.

Moving Forward

We, the parties, commit to:

- Consistently apply the Culture Playbook across the district.
- Foster mutual respect, trust, and open communication among faculty, staff, and administration.
- Strengthen relationships and ownership at every level.
- Address ongoing culture challenges collaboratively through the Labor-Management process.
- Use an annual staff culture survey, with a mutually identified target of positive responses related to trust, belonging, and shared purpose, as a key metric of success.

By working together with respect and intention, we will continue building a strong, connected culture that empowers all members of the Woodridge community to succeed.

**This is not a grievable contract item.*

MEMORANDUM OF UNDERSTANDING

Between the

WOODRIDGE BOARD OF EDUCATION, "BOARD"

and the

WOODRIDGE EDUCATION ASSOCIATION, "ASSOCIATION"

This Memorandum of Understanding is entered into by and between the Woodridge Education Association, hereinafter, "ASSOCIATION" and the Woodridge Board of Education, hereinafter, "BOARD" this __ day of August 2025.

WHEREAS, the BOARD and ASSOCIATION are parties to a collective bargaining agreement dated August 1, 2022 through July 31, 2025, and;

WHEREAS, the BOARD and the ASSOCIATION reached a tentative agreement on June 4, 2025, for a successor collective bargaining agreement dated August 1, 2025 through July 31, 2028.

WHEREAS, the BOARD and the ASSOCIATION agreed, as part of their tentative agreement, to make certain changes to the Article XII (Insurance) provisions related to deductibles, out-of-pocket limits for co-payments, and Rx co-payments.

WHEREAS, in the absence of any material discussion or written agreement, the BOARD understood that the Article XII modifications would be effective August 1, 2025. The ASSOCIATION understood the Article XII changes would be effective January 1, 2026.

WHEREAS, the ASSOCIATION intends to conduct a ratification vote on the new contract on or about August 14, 2025.

NOW THEREFORE, the BOARD AND ASSOCIATION agree to the following in order to promote good faith bargaining and achieve a ratification of the tentative agreement:

1. The BOARD agrees, for the period between August 1, 2025 and December 31, 2025, to reimburse bargaining unit employees who were covered by the BOARD's health insurance plan during the 2024-2025 school year and who incur deductible or out-of-pocket expenses that exceed the deductible and out-of-pocket limits that are set forth in the 2022-2025 collective bargaining agreement. To be eligible for this reimbursement, the employee must have incurred the expense between August 1, 2025 and December 31, 2025 and provide an explanation of benefits to the Treasurer no later than March 31, 2026.

2. The ASSOCIATION acknowledges and agrees that the provisions set forth in paragraph 1 above were not part of the original tentative agreement reached by the parties. The ASSOCIATION further agrees that if the tentative agreement is not ratified on or about

August 14, 2025, that the BOARD's offer set forth in paragraph 1 above shall be rescinded.

3. All other provisions set forth in the tentative agreement reached on June 4, 2025, are not altered by this MOU.

IN WITNESS WHEREOF, the Parties below identified representatives, having been duly authorized by their respective organization, enter into this Agreement on the date set forth above.

FOR THE ASSOCIATION:

Jen Lapp, WEA President:

Date _____

FOR THE BOARD

N'Ecole Asta, Superintendent

Date _____

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