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NEGOTIATED AGREEMENT



BETWEEN THE CHARDON BOARD OF EDUCATION

AND THE CHARDON EDUCATION ASSOCIATION

**EFFECTIVE AUGUST 1, 2017
THROUGH JULY 31, 2019**

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2017-2019

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GLOSSARY OF TERMS

- Days - School days unless otherwise indicated.
- Teacher - Any bargaining unit member as defined in Article 1, Section 1.02.3.
- Assignment - A position as determined by the Superintendent.
- Transfer - Any reassignment.
- Vacancy - A position not assigned.
- Lot - A method used to break a tie.
- Reason - The empirical and objective evidence used by the Board, the administration, and the Association to reach a decision and/or conclusion.
- Formal Observation - A written record of an administrator's classroom visit of at least thirty (30) minutes.
- Evaluation - A written record of an administrator's assessment of a certified/licensed staff member's performance, based on formal and informal observations.
- Professional Conference - An informal conversation between a teacher and an administrator where that teacher's professional growth is discussed.
- IEP - Individualized Education Plan; written, legal document pursuant to state and federal laws and regulations.
- ODE - Ohio Department of Education
- BCII - Ohio Bureau of Criminal Identification and Investigation
- FBI - Federal Bureau of Investigation

ARTICLE 1 PREAMBLE

It is recognized that the best interest of public education will be served by establishing procedures to provide an orderly method for the representatives of the Chardon Board of Education and the Chardon Education Association to discuss matters of concern, and to reach satisfactory agreement on these matters.

1.01 ELECTION PROCEDURES

In the event a teachers' representative organization petitions the Board of Education for sole and exclusive bargaining rights, procedural requirements must be met as specified in Chapter 4117 of the Ohio Revised Code.

1.02 RECOGNITION

1.02.1 It is recognized that teaching is a profession requiring the possession of specialized educational qualifications.

1.02.2 The Chardon Board of Education recognizes the Chardon Education Association as the sole and exclusive negotiations representative of the teaching personnel of the Chardon Local Schools. Any change in recognition shall be in accordance with the provisions of Chapter 4117 of the Ohio Revised Code.

1.02.3 Recognition of the Chardon Education Association by the Chardon Board of Education shall be for the purpose of arriving at agreements concerning wages, hours, terms and other conditions of employment, and the continuation, modification, or deletion of an existing provision of this collective bargaining agreement. The Chardon Education Association shall bargain on behalf of all certificated/licensed employees in the district excluding administrative personnel, central office employees, substitute teachers, and the tutors that serve on an as needed basis.

1.03 PROCEDURES

1.03.1 Inaugurating Steps to Agreement

A written request for negotiations will be submitted by the Chardon Education Association to the Superintendent and the President of the Board of Education on or before March 1 of the year in which the contract is to expire.

1.03.2 Meetings

1.03.2.1 A meeting between the negotiation teams of the Chardon Education Association and the Board of Education will be scheduled for a mutually satisfactory time within ten (10) days after the March 1 deadline. A mutually satisfactory later day may be agreed upon.

1.03.2.2 At the initial meeting, both the Association and the Board's representative shall exchange a list of all the subject matter to be considered during negotiations. This will serve as an agenda for all negotiations during the negotiations period, and no new items can be submitted by either side unless by mutual agreement. They shall also establish any other ground rules they deem necessary.

1.03.3 **Miscellaneous**

1.03.3.1 Relevant data, supporting information, proposals and counterproposals will be presented. Each shall bargain in good faith. The Board and the Association agree to provide the other party with relevant data and supporting information within a reasonable time.

1.03.3.2 Consultants may be used if deemed advisable by either party, at the requesting party's expense.

1.03.3.3 Interim reports of progress may be made to the CEA by its representative. Interim reports may be made to the Board of Education by its representatives.

1.03.3.4 Good faith means the obligation of a Board of Education, or its designated administrative representatives, and the representatives of a recognized teacher organization to meet at reasonable times and have a sincere desire to reach agreement for the ensuing year. The agreement of a Board or its representatives and the representative of a recognized teacher organization to meet for purposes of professional negotiations does not compel either party to agree to a proposal.

1.04 **AGREEMENT**

1.04.1 When tentative agreement on all items is reached between the two negotiation teams, the total agreement shall be reduced to writing and submitted to both the membership of the Association for ratification and the Board for approval.

1.04.2 When ratified by the Association and approved by the Board, the Agreement shall be signed by both the President of the Board and the President of the Association, and shall become binding on both parties and shall supersede any previous agreements. If there exists a conflict between a negotiated contract or provision thereof and previously existing Board policy, the express terms of the negotiated contract shall prevail.

1.04.3 Said Agreement shall not be altered in whole or in part unless by an instrument in writing, duly executed by both parties in accordance with this section.

1.04.4 Should any article, section, or clause of the Negotiated Agreement be declared illegal by a court of competent jurisdiction, said provision shall be deemed invalid except to the extent permitted by law, but all other provisions shall continue in full force and effect.

1.05 AIDES IN NEGOTIATION

1.05.1 Responsibility of the Bargaining Teams

The purpose of the bargaining procedure is to provide a means of obtaining agreement on issues submitted. In the event that agreement cannot be reached on all issues to the bargaining process, either bargaining team may request the aid of (1) fact finding and/or (2) mediation.

1.05.2 Fact-Finding

In the event there is a dispute over facts, a fact-finder shall be immediately selected by requesting a list of names from the American Arbitration Association in accordance with their voluntary rules and regulations. Once the fact-finder is selected and has an initial meeting with the parties, he shall have fifteen (15) days in which to report his findings of fact. He shall make no recommendations. If fact-finding is not occurring simultaneously with mediation, negotiations shall continue after the fact-finder report is issued. The fact-finder shall establish whatever ground rules he deems necessary to establish fact.

1.05.3 Mediation

When the bargaining teams are unable to come to voluntary agreement in the collective bargaining process, either party may call for the help of a mediator.

Said mediator shall be obtained as soon as possible through the Federal Mediation and Conciliation Service or the American Arbitration Association according to their voluntary rules and regulations.

The mediator shall be used as a means of bringing the two parties to agreement and shall have the following authority:

He shall call meetings; set a time, duration of said meetings; and set whatever ground rules he deems necessary. Location of the meetings shall be within a ten (10) mile radius of Chardon.

Fifteen (15) days after the start of mediation, either or both parties may call an end to mediation.

1.05.4 General Provision Concerning Aides to Negotiation

1.05.4.1 Either party may select one or both alternatives.

1.05.4.2 Fact-finding may occur prior to or simultaneously with mediation.

1.05.4.3 The cost of fact-finder and/or mediator shall be shared equally by both parties. Other costs shall be paid by the party that incurs them.

1.05.4.4 When agreement is reached through use of these impasse procedures, it shall be subject to the provisions of Article 1, Section 1.04, paragraphs 1.04.1 through 1.04.4.

ARTICLE 2 PROFESSIONAL GRIEVANCE PROCEDURE

2.01 PROFESSIONAL GRIEVANCE PROCEDURE

2.01.1 A claim by a teacher, teachers, or the Association (hereafter called the grievant) that there has been a violation, misinterpretation, or misapplication of this Agreement may be processed as a grievance.

The written Agreement entered into between the Board of Education and the recognized employee organization, setting forth the understanding of the parties upon those matters negotiated and agreed to, is subject to final and binding arbitration.

2.01.2 In the event that the grievant believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with the immediate administrator who has the authority to bring about a resolution of this alleged problem, either personally or accompanied by an Association representative.

2.01.3 If, as a result of the informal discussion with the administrative authority, a grievance still exists, he may invoke the following formal grievance steps.

2.01.3.1 Step I

The grievant may submit to the proper immediate administrative authority a completed "Grievance Report Form," (attached to this Agreement as Exhibit "A"), Step I, within fifteen (15) school days after the grievant becomes aware of the alleged grievance, in triplicate showing the date of the occurrence, a statement of the nature of the grievance and provisions of the contract allegedly violated when applicable, and the relief sought. A copy of the grievance shall be submitted by the grievant to the Association building representative and by the administrator to the Superintendent. Within five (5) school days of receipt of the Grievance Report Form, the administrator shall meet with the grievant and/or an Association representative in an effort to resolve the grievance.

The administrator shall indicate the disposition of the grievance within five (5) school days after such meeting by completing Step I of the Grievance Report Form and returning it to the grievant. The Association and the Superintendent shall both be notified in writing as to the disposition of the grievance.

2.01.3.2 Step II

If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the above stated time limits, the grievant and/or the Association shall complete Grievance Report Form, Step II, within ten (10) school days after notification of Step I disposition and submit the grievance to the Superintendent. Within

five (5) school days the Superintendent and/or designated representative shall meet with the grievant and/or his Association representative. Within three (3) school days of the meeting, the Superintendent shall indicate in writing the disposition by completing the appropriate portion of Step II and forwarding it to the grievant. The Association and the administrator shall be notified of said disposition.

2.01.3.3 **Step III**

If the grievant is not satisfied with the disposition made by the Superintendent or if no disposition has been made within the above-stated time limits, then the grievant shall complete Grievance Report Form, Step III, within ten (10) school days after notification of Step II disposition, and submit the grievance to the Board by filing a copy with the Secretary of the Board. Notification of such an appeal shall be given to the Superintendent.

The Board, at its next regularly scheduled meeting or within two (2) weeks of the filing of the appeal, shall meet with the grievant and/or the Association representative, and the Superintendent or designee, to review such grievance in open or executive session at the grievant's option or give such other consideration as it shall deem appropriate. The disposition by the Board shall be made to the grievant by completing Grievance Report Form, Step III, within seven (7) days of the meeting. A notification of such disposition shall be furnished the grievant, the Association, and the Superintendent.

2.01.3.4 **Step IV**

If the grievant is not satisfied with the disposition of the grievance or if no disposition has been made within the above stated time limits, the grievant and/or the Association shall complete Grievance Report Form, Step IV, within ten (10) school days after notification of Step III disposition and submit the grievance to final and binding arbitration according to the voluntary rules and regulations of the American Arbitration Association. The Arbitrator's decision will be final and binding on all parties. The cost of arbitration shall be the responsibility of the party losing arbitration.

2.02 GENERAL PROVISIONS

2.02.1 The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

2.02.2 If an individual teacher has a personal complaint which he/she desires to discuss with a supervisor, he/she is free to do so, without recourse to the

grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interests of the grievants shall be the sole responsibility of the Association.

- 2.02.3 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 2.02.4 A teacher engaged during the school day on behalf of the Association with any representative of the Board in any professional grievance, shall be released from regular duties without loss of salary, if necessary. However, normally all procedures and meetings pursuant to resolution of the grievance will be conducted outside the school day.
- 2.02.5 No grievance arbitration hearing shall be scheduled during school hours, unless mutually agreed upon.

ARTICLE 3
ASSOCIATION RIGHTS AND RESPONSIBILITIES

- 3.01** The Association shall be authorized to use the inter-school mail facilities and the teachers' mailboxes, provided that for any general membership distribution the principal of the building and appropriate central office personnel receive a copy of the material and the material contains the name of a representative of the CEA.
- 3.02** The Board shall designate reasonable space on a bulletin board in each building for general use of the Association. The bulletin board shall, when possible, be located in an area readily accessible to and normally frequented by teachers. Such space to be maintained in a responsible manner by the Association.
- 3.03** The Association shall be permitted to use school buildings for its official membership and executive committee meetings after school hours and at a time and place that does not interfere with the normal and other scheduled use of such buildings, and such use does not add any additional costs to the operation of such building. The Association shall be required to obtain a Building Use Permit when use of a facility involves other than a classroom, lounge, or professional library space, or when custodial staff needs notification.
- 3.04** The Board shall send via inter-school mail two (2) copies of the Board agenda on the Friday prior to the regular Board meeting and on the day of special meetings, and two (2) copies of the minutes of said meetings to the CEA President. Should material not be sent because of an oversight, the Association may secure copies of the same from the Board office.
- 3.05** A directory of all personnel will be provided to the Association. Notification of any changes will be provided to the Association President on a timely basis.
- 3.06** In the event of the formation of a lay financial advisory committee, teacher representation, to a maximum of two (2) members, shall be provided.
- 3.07** The Association has the right to use office equipment when it is not in use for other purposes. Supplies necessary for equipment use shall be provided by or paid for by the Association.
- 3.08** Every reasonable effort will be made by the building principal and the Superintendent to adjust the Association President's work day schedule to meet the needs of the school district and the Association.

ARTICLE 4 ABSENCES AND LEAVES

4.01 SICK LEAVE

- 4.01.1 Each person who is employed by any Board of Education in this state shall be entitled to fifteen (15) days sick leave with pay, for each year under contract, which shall be credited at the rate of one and one-fourth (1-1/4) days per month. Teachers may use sick leave for absences due to personal illness, disability or illness due to pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, pregnancy, injury, or death in the employee's immediate family. Accumulated sick leave shall be unlimited. The previously accumulated sick leave of a person who has been separated from public service shall be credited upon employment in this school district provided that such employment takes place within ten (10) years of the date of the last termination from public service. A teacher who transfers from one public agency to another shall be credited with the unused balance of his/her accumulated sick leave. In the absence of medical complications, the maximum amount of sick leave that may be used for post delivery purposes is sixty (60) workdays. Days used subsequent to delivery shall count toward the annual FMLA allowance.
- 4.01.2 Teachers who render part-time, seasonal, intermittent, per diem, or hourly service shall be entitled to sick leave for the time actually worked at the same hourly rate as that granted full-time employees. When a part-time teacher is assigned a full-time position, sick leave days accumulated on a part-time basis shall be converted into full-time sick leave days by dividing the total hours accumulated for the part-time days by the number of hours to be worked daily in the full-time position.
- 4.01.3 Sick leave will be entered on the district electronic leave system. Sick leave may be taken only in ½ day or full day increments.
- 4.01.4 Falsification of a statement for either sick leave or personal leave is grounds for suspension or termination. The Superintendent shall determine the severity of the length of the suspension without pay; or the Superintendent may recommend termination of contract. The teacher may request a just cause hearing pursuant to the grievance procedure contained in the negotiated agreement between the parties. If the grievance procedure is utilized, it will begin at the Board level.
- 4.01.5 The term, employee's immediate family, is defined as the employee's spouse, significant other living in the same household or a fiancé/fiancée, parents, parents-in-law, grandparents, siblings, children, daughter/son-in-law, step-children and grandchildren. The term also includes other relatives domiciled in the employee's household.
- 4.01.6 A teacher shall be granted an advancement of up to fifteen (15) days sick leave, if needed, provided that at the time of such advancement there are at least two (2) remaining pay periods for such teacher in the school year in which such

advancement is applied for. If the teacher leaves the Chardon School system before the advanced days are accumulated, the Board shall deduct the appropriate amount from the teacher's last check or last two checks as required.

4.01.7 Unused accumulated sick leave days shall be reported to each teacher by the Treasurer of the Board at the beginning of each semester.

4.01.8 Sick Leave Incentive

At the end of each school year, each teacher will receive sick leave incentive based upon the following number of maximum days absent:

0 days of absence per year	-	\$500.00
1 day of absence per year	-	400.00
2 days of absence per year	-	300.00
3 days of absence per year	-	200.00

4.01.8.1 The maximum cost to the Board shall be no more than \$36,000 per school year.

4.01.8.2 If the total amount due goes above the \$36,000 cap, the incentive increments shall be prorated.

4.01.8.3 For purposes of this incentive, increments of less than one (1) sick day will be counted as a whole day (i.e., 1-3/4 days = 2 days).

4.01.8.4 Part-time employees will receive an incentive payment in proportion to their full time equivalent (FTE).

4.01.9 SICK LEAVE BANK (SLB)

The purpose of a sick leave bank is for participating bargaining unit members to access sick leave days beyond their own accumulated balance anytime throughout this negotiated agreement. The SLB is limited to catastrophic illness or injury to the member, the member's spouse or member's children living at home.

1. Any bargaining unit member who wants to participate in the sick leave bank program must initially contribute two (2) days of his/her accumulated sick leave days into the sick leave bank. To either establish or end participation, each contributing member must provide written notification to the Treasurer's Office during the open enrollment period, which is any work day in September of the ensuing contract year. Otherwise, enrollment in the sick leave bank shall be continuous from contract year to contract year until this Agreement expires; previously donated days are non-refundable.
2. Additional sick leave days can be added whenever the sick leave bank drops below sixty (60) days. Upon each such occurrence, participating members will be notified and required to add one (1) sick day to the bank. They will be given thirty (30) days to comply or be removed from the sick leave bank program with no previously donated days refunded.

3. The SLB Committee reviews participants' requests to use sick leave days from the bank.
 - A. The SLB Committee is comprised of two (2) Association representatives appointed by the CEA President, and the district Treasurer or his/her designee. One of the Association appointees shall serve as the Committee Chairperson. Committee members shall not be compensated or granted leave time for their duties.
 - B. When a SLB participant wishes to use days from the bank, he/she must notify the district Treasurer using the SLB Application Form. Committee members will meet to recommend the use of the banked days. A physician's recommendation may be required by the committee.
 - C. The Committee Chairperson's signature grants final approval of the use of the banked days and notifies the applicant of the committee's decision.
 - D. The total amount of banked sick leave that may be used by the Association's members for a contract year shall not exceed a total of forty (40) days in the aggregate. For example, if one member is awarded 25 days for a contract year, only 15 days remain to be used by remaining members for that contract year.
 - E. The SLB Committee's decision is final and binding.
4. The most up-to-date tally of the remaining banked sick leave days will be kept at the Treasurer's Office. Updates will be provided to the CEA President by October 15 and by January 15.
5. Once the member becomes eligible for STRS disability, the member is no longer eligible to apply for SLB days.
6. No decisions made under this section shall be subject to the grievance procedure for any reason.

4.02 PROFESSIONAL LEAVE

- 4.02.1 Certificated/licensed employees may be granted professional leave to attend educational conferences, meetings, workshops, committee hearings, and assemblage meetings of community groups wherein attendance is beneficial to the employee and the Chardon Local Schools. Permission to attend these meetings must be secured from the Superintendent of schools in advance of the meeting. When a request is denied, the reason(s), if requested, for the denial will be given to the applicant in writing by the Superintendent, and such reasons shall be applied in a fair and equitable manner.
- 4.02.2 A total of ten (10) days shall be granted annually to elected CEA officers and delegates for attendance at Association governance meetings and up to three

(3) days of these ten (10) days may be used by the President or designee to conduct Association business, as needed. Additional days may be granted with the approval of the Superintendent. Use of the foregoing days shall require three (3) days prior notice to the building principal except in case of emergency. In case of an emergency, the Association Representative shall notify the principal of the need to leave the building.

4.02.3 In order to regulate attendance at these meetings, the following procedures will be implemented:

4.02.3.1 Written request shall be submitted to the building principal for approval and forwarded to the Superintendent for approval by the Superintendent or designee. Such request, when granted, will be without loss of pay.

4.02.3.2 Persons attending such professional meetings may be compensated for necessary expenditures as deemed reasonable by the Superintendent and the Board of Education.

4.02.4 Professional leave will be given to no more than ten (10) individuals on a given day, unless approved by the Superintendent due to extraordinary circumstances.

4.03 PERSONAL LEAVE

4.03.1 All personnel shall be granted up to three (3) days of non-cumulative leave each year without loss of salary, to attend to business which cannot be conducted outside the regular school day. Two (2) days will be unrestricted except these days shall not be used to extend holidays or recesses unless pre-approved by the Superintendent. One (1) day shall be restricted, per the terms of 4.03.2 and shall not be used to extend holidays or recesses or to provide for a vacation, recreation, social, or fraternal function; to engage in or seek other employment; or attend business trips with a spouse (may be requested/approved without pay). When sick leave is applicable to a specific situation, the maximum sick leave permitted must be taken before personal leave is used.

4.03.2 Request for personal leave must state that the personal leave is to conduct necessary and urgent personal business which cannot be scheduled outside the school day and is for one of the following purposes:

4.03.2.1 Religious

4.03.2.2 Emergency

4.03.2.3 Scheduling of an event over which the teacher has no control, such as, but not limited to, the employee's wedding; wedding of the employee's parent, child, or sibling; the employee's graduation or graduation of the employee's parent, child, sibling, or spouse; legal transactions; and court appearances in response to a subpoena or as a party.

- 4.03.3 The request will be entered into the district electronic leave system at least seventy-two (72) hours in advance of the requested leave, except in the case of an emergency.
- 4.03.4 Accrued but unused personal leave days will be converted and added to the employees' accumulated sick leave.
- 4.03.5 Application for personal leave may be denied on the basis of operational hardship.
- 4.03.6 Personal leave shall be taken in ½ day or full day increments.

4.04 SABBATICAL LEAVE

- 4.04.1 A teacher who has completed five (5) years of service, shall, upon written request at least sixty (60) days prior to the leave initiation date, be entitled to take a leave of absence with part pay, for one or two semesters subject to the following restrictions: the teacher shall present to the Superintendent for approval, a plan for professional growth which calls for full-time study related to public education and at the conclusion of the leave provide evidence that the plan was followed. The teacher may be required to return to the district at the end of the leave for a period of at least one year, unless the teacher has completed twenty-five (25) years of teaching in this state. The Board of Education may not grant such a leave unless there is available a satisfactory substitute, nor grant such leaves to more than five percent (5%) of the professional staff at any one time nor allow a part salary in excess of the difference between the replacement's cost and the teacher's cost, nor grant a leave longer than one school year, nor grant a leave to any teacher more often than once for each five (5) years of service, nor grant a leave a second time to the same individual when other members of the staff have filed a request for such a leave. A year of sabbatical leave shall count as a year of credit for placement on the salary schedule.
- 4.04.2 Reinstatement from sabbatical leave shall be at the beginning of each school semester. If a teacher desires to return to active service prior to the stated date in the application for leave, the teacher may do so with the approval of the Superintendent. If early return is granted, the teacher shall be assigned to the assignment held prior to such leave, or to a substantially equivalent position. At the expiration of the leave period as originally granted, the teacher shall be reinstated on the same terms and conditions as though he/she returned from leave at the time set forth in the application.
- 4.04.3 An employee on sabbatical leave shall receive compensation that is the difference between the substitute's salary and the employee's compensation who is on the sabbatical leave. If the cost of the substitute's benefits are less than the cost of the employee's benefits, then the employee shall receive the difference in pay or an amount to be provided to his/her insurance benefits.

4.05 MATERNITY/PATERNITY/ADOPTION LEAVE

- 4.05.1 Leave without pay for a period not to extend beyond two (2) complete school years may be granted teachers requesting maternity, paternity, or adoption leave, hereinafter referred to as parental leave. The two (2) school year limitation of said leave, both paid and unpaid, shall commence with the delivery of a baby or adoption of a child eighteen (18) years of age or younger.
- 4.05.2 Application for parental leave should be made at least forty-five (45) days prior to the beginning of such leave. The employee's failure to make timely application may be grounds for denying/delaying approval of parental leave, depending on the operational needs of the district. If, due to unforeseen circumstances, it is not possible to comply with the foregoing notice provision, the teacher shall give the maximum notice possible under the circumstances.
- 4.05.3 Teachers on these leaves may continue their hospitalization and other benefits for the duration of said leave providing they reimburse the Board the premium cost. These teachers shall notify the Treasurer's office in writing of their decision to continue these benefits and shall forward to the Treasurer, monthly or bi-monthly as required, advance payment for those fringe benefits they elect to continue.
- 4.05.4 Upon return from approved leave at the time set forth in the application, the teacher shall be entitled to reinstatement to the same position which he/she held prior to the leave or the substantial equivalent, provided the teacher has been evaluated and on the basis of the evaluation would be recommended for reemployment. If the teacher's former position is no longer in existence, the teacher will be assigned to a substantially equivalent position for which the teacher is certified/licensed. This teacher may also select the option of applying for any available position for which he/she is certified/licensed.
- 4.05.5 Reinstatement from maternity/paternity/adoption leaves shall be at the beginning of each school semester. If a teacher desires to return to active service prior to the stated date in the application for leave, the teacher may do so with the approval of the Superintendent. If early return is granted the teacher shall be assigned to the same assignment held prior to such leave or to a substantially equivalent position. At the expiration of the leave period as originally granted, the teacher shall be reinstated on the same terms and conditions as though he/she returned from leave at the time set forth in the application.
- 4.05.6 The Board recognizes that although pregnancy is not in itself a disability, it can contribute to a disability. Disability due to pregnancy or childbirth shall be considered on the same terms and conditions as applied to other temporary disabilities and shall require a physician's verification.

4.06 JURY DUTY

In case of jury duty, no deductions shall be made from accumulated sick leave or personal leave. The teacher shall be released with no loss of benefits for such duty. A

professional staff member may keep his/her regular compensation and the remuneration received by him/her for service as a juror.

4.07 MEDICAL LEAVE

- 4.07.1 Medical leave of absence shall be granted in accordance with 3319.13 O.R.C. upon proper application of a teacher who has exhausted his/her accumulated sick leave and is still unable to return to work. Such application shall include a doctor's certificate indicating both the necessity for such leave and the anticipated date of return and shall be made no less than ten (10) days prior to the exhaustion of sick leave.
- 4.07.2 Such leave shall commence on the day the accumulated sick leave is exhausted and the employee has no earnings due.
- 4.07.3 Such leave shall be for not less than the balance of the current school year or current school semester, whichever is shorter, and will not exceed a maximum period of two (2) consecutive school years.
- 4.07.4 Teachers on medical leave may continue any and all fringe benefits by forwarding to the Treasurer, monthly or bimonthly, as required, advance payment for those fringe benefits they elect to continue. Such election shall be made in writing, in accordance with federal law.
- 4.07.5 A teacher on medical leave who intends to return to work shall notify the Superintendent in writing of such intention and of the intended date of return and shall file an application for reinstatement by April 1 if the intended date of return is the beginning of the next school year or by November 15 if the intended date of return is the first school day of the second school semester. Such application shall be accompanied by a doctor's statement indicating the employee is reasonably anticipated to return to work on the intended date. On the date of the employee's return, if the application for reinstatement is granted, the employee shall submit a doctor's statement certifying the employee's medical fitness to carry out assigned duties and responsibilities.
- 4.07.6 A teacher returning from medical leave will assume his/her previous contract status.

4.08 INJURY-ASSAULT LEAVE

- 4.08.1 "Assault" means the causing of or attempt to cause physical harm or causing mental harm to an employee by any person when such employee charges such person with an offense prohibited by Title Twenty-Nine (29) of the Ohio Revised Code. Pursuant to and in accordance with Section 3319.143 of the Ohio Revised Code, assault leave shall be granted to an employee who is unable to work and who, therefore, is absent from his/her assigned duties because of physical injury and/or emotional trauma resulting from an assault. Said leave shall not be charged against sick leave earned under Section 3319.141 of the Ohio Revised Code. Said employee shall be granted the aforementioned

assault leave and shall be maintained on full pay status during such absence up to a maximum of sixty (60) work/school days.

An employee shall be granted assault leave according to the following rules:

- 4.08.1.1 The incident resulting in the absence of the employee must have occurred during the course of employment with the Board of Education while on the Board premises or at a Board-approved or sponsored activity/event or in the course of transporting pupils or material to or from said premises, activity, or event.
 - 4.08.1.2 Upon notice to the principal or immediate supervisor that an assault upon an employee has been committed, an employee having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the employee's knowledge regarding said assault, sign said statement, and present it to the building principal or immediate supervisor.
 - 4.08.1.3 To qualify for assault leave, the employee or designee shall, within ten (10) days of the underlying incident, furnish a certificate from a licensed physician, stating the nature of the disability and its likely duration. The Superintendent may require a licensed physician's statement justifying the continuation of the leave at any time during the leave. In addition, to qualify for assault leave for emotional trauma, the Superintendent may require a second opinion from a licensed physician selected by the Superintendent.
 - 4.08.1.4 An employee shall not qualify for assault leave until the Assault Leave Form (Exhibit "G") and any requested physician's statement have been submitted to the Superintendent.
 - 4.08.1.5 Employees shall not be permitted to accrue assault leave.
 - 4.08.1.6 Assault leave shall be at the assaulted employee's rate of pay in effect at the time of the assault. Any salary remuneration paid by Worker's Compensation during the term of the disability shall be deducted from the employee's regular salary. All fringe benefits of this contract shall be continued for the employee on such leave.
- 4.08.2 In all cases of assault upon a teacher, the teacher, administration, and the Board will cooperate fully in the investigation of the assault and the prosecution of persons involved.

4.09 GENERAL LEAVE OF ABSENCE

After five (5) years of service to the Chardon Schools, a full-time employee shall be entitled to one general unpaid leave of absence of up to two (2) consecutive semesters in length. Such leave shall be contingent upon the teacher giving written notice of a request for same to the Superintendent at least sixty (60) calendar days in advance of the initiation date for said leave. Said leave shall be taken in increments of semesters.

During said leave, an employee shall not accrue any of the following: advancement on an incremental step on the salary schedule, advancement of calculated experience toward longevity and/or severance, nor advancement toward any seniority including (but not limited to) reduction in force provisions. Request for general leave may only be made by full-time employees who are currently in active service.

Reinstatement from general leave shall be at the beginning of each school semester. If a teacher desires to return to active service prior to the date stated in his or her application for leave, the teacher may do so with the approval of the Superintendent. If early return is granted, the teacher shall be assigned to the assignment held prior to such leave, or to a substantially equivalent position. At the expiration of the leave period as originally granted, the teacher shall be reinstated on the same terms and conditions as though he or she returned from leave at the time set forth in the application.

4.10 COURT LEAVE

4.10.1 If a teacher is subpoenaed by or on behalf of the Board of Education to testify in the legal proceeding wherein the Board is a party, the teacher will be given leave at his or her regular rate of compensation and benefits for each day responding to the subpoena which is also a regularly scheduled workday. Any witness fees received by the teacher in such an instance will be turned over to the Board of Education.

4.10.2 When an employee is required to be absent from his or her regular daily work schedule due to an appearance in court on behalf of the Board of Education or arising out of his/her job-related responsibilities he or she will be paid his or her regular compensation and benefits and will not be considered absent.

Non-job-related court appearances, with the exception of jury duty, will be covered by the personal and special leave provisions of this agreement.

Once a teacher has utilized all available personal leave days, the teacher will have the option to utilize up to three (3) accumulated sick leave days per contract year to cover such leave.

4.11 FAMILY MEDICAL LEAVE ACT

4.11.1 A bargaining unit member is entitled to twelve (12) work weeks of Family Leave during any twelve (12) month period for purposes described in the "Family and Medical Leave Act of 1993" or subsequent amendments. Such leave may be used for the reasons below and any other reasons permitted by law:

4.11.1.1 the birth of a son or daughter in order to care for the son or daughter;

4.11.1.2 the placement of a son or daughter with the employee for adoption or foster care;

4.11.1.3 to care for the employee's spouse, son, daughter, or parent who has a serious health condition; or,

4.11.1.4 to care for the employee's own serious health condition that renders the employee unable to perform the functions of the job.

4.11.2 This leave shall be paid to the extent the employee has accumulated sick leave (in accordance with sick leave regulations as in Article 4, 4.01.1, Sick Leave) or personal leave available.

The twelve (12) work weeks include the time on sick leave as provided above, unpaid maternity/paternity/adoption leave, or unpaid medical leave.

4.11.3 Such leave may not be taken intermittently unless a serious health condition is the reason for the leave.

4.11.4 All group health insurance benefits shall be maintained and paid for by the Board during the Family Leave as if the employee was not on leave.

4.11.5 On return from Family Leave, the employee will be assigned to the same or substantially equivalent position.

4.11.6 When the FMLA leave is foreseeable, the employee must notify the Superintendent of his/her request for leave at least 30 days prior to the date when the leave is to begin. If the leave is not foreseeable, the employee must give notice as early as is practical. When the employee requests medical leave, the employee must make reasonable attempts to schedule treatment so as not to disrupt the District's operations.

4.11.7 This section is not intended to deprive an employee of any greater right contained in any other section of the contract or of State or Federal law.

4.11.8 Because the sections 4.11.1 to 4.11.8 are provisions of Federal law and have been included in this contract for clarification, these sections are not subject to grievance pursuant to Article 2.

4.12 **UNPAID LEAVE**

Employees may request up to five (5) unpaid days per year, which may be approved solely in the Superintendent's discretion. If an unpaid leave of absence is approved, the employee will continue benefits at his/her current level of contribution and coverage during the unpaid leave of absence.

**ARTICLE V
TEACHER EMPLOYMENT**

5.01 LENGTH OF SCHOOL YEAR

5.01.1 Length of the school year shall be one hundred eighty-one (181) pupil days and one hundred eighty-five (185) teacher days. Teachers shall be employed as follows: 181 days of classroom instruction, two days of orientation and professional development prior to the start of the students' school year, one unrestricted unpaid professional development day (NEOEA Day not to be counted in the 185 day school year), one records/staff development day, and one day at the end of the school year to complete all records as requested by the respective principal, in the building, to which the teacher is assigned. On orientation day, two and one-half (2-1/2) hours of time shall be allotted to the administration between 8:00 a.m. and 11:00 a.m. to conduct meetings at the building level with certificated/licensed personnel. The remainder of the day shall be teacher directed classroom and instructional preparation.

5.01.2 Teachers New to Chardon

Any teacher new to the Chardon Schools may be required to attend a maximum of two (2) additional days of orientation prior to the opening of the school year. Any deviation from this assignment must have the approval of the Superintendent. Such days are not to be counted as part of the days due for payroll purposes.

5.01.3 On days school is closed as a result for any calamity reason set forth in the Ohio Revised Code, the following procedures shall apply:

1. The first five (5) calamity days of any school year will not be made up.
2. Calamity days six (6) and seven (7) will utilize teacher-created blizzard bags. Blizzard bags will relate to curriculum and will be reflective of an in-class assignment in scope and length. Blizzard bag assignments should be posted by 10:00 a.m. on the calamity day.
3. Teachers are not required to attend on calamity days eight (8) and/or nine (9) but those days will be made up and teachers will be provided professional development days on those make-up days. These days will be made up by adding two professional development days prior to the start of the teacher work year in the following contract year.
4. Calamity days in excess of 9 will be made up in full day increments (i.e., students and teachers report for instruction), if required by the Board of Education.

5.01.4 **Conferences**

Parent/teacher conference days shall be as follows:

- A. High School teachers shall have four (4) scheduled evening conference sessions two (2) of which will begin at 4:30 P.M. and end at 8:30 P.M. and two (2) of which will begin at 4:30 P.M. and ending at 8:00 P.M.
- B. Middle School teachers shall have four (4) scheduled evening conference sessions two (2) of which will begin at 4:30 P.M. and end at 8:30 P.M. and two (2) of which will begin at 4:30 P.M. and ending at 8:00 P.M.
- C. Elementary School teachers shall have four (4) scheduled evening conference sessions two (2) of which will begin at 4:30 P.M. and end at 8:15 P.M. and two (2) of which will begin at 4:30 P.M. and ending at 8:00 P.M.
- D. Within the conference period, each teacher, with schedule approved by the administrator, shall take a one-half (1/2) hour duty free period (dinner).
- E. Teacher fulfilling the above article requirements shall receive two (2) compensatory days. Those days shall be the Wednesday before Thanksgiving and the Thursday before Good Friday.
- F. Kindergarten teachers with a pupil teacher ratio of 20 to 1 per class may request and shall be granted an additional full and/or portion of an additional conference day.

5.01.5 **Open House**

The administration shall schedule, within each school year, an evening open house not to exceed three (3) hours. Each teacher shall attend this evening open house session. Fulfillment of this provision shall provide each teacher with a half day of compensatory time pursuant to this article.

5.01.6 **Records Day**

The administration, with input from the Association, shall schedule a semester records day each school year.

The following configuration for the first semester records day will apply to teachers at all levels of the school district:

Teacher Records – AM (not to exceed 3.5 continuous hours)

Compensatory Time (for Open House) – PM

5.01.7 Staff Development Day

The Board and Association agree that staff development shall be mutually agreed upon by the building administrator and the certificated/licensed staff in each building. No staff development session shall exceed three (3) hours. Topics for staff development shall be reasonably developed and identified by the building administrator and the building certificated/licensed staff.

5.02 SCHOOL CALENDAR

In developing a school calendar for recommendation to the Board of Education, the Superintendent shall seek input from teachers, administrators, and other employees. This input shall be fairly considered in the Superintendent's recommendation to the Board.

5.03 LENGTH OF SCHOOL DAY

5.03.1 No teacher in the high school or middle school shall have more than five (5) hours classroom contact per day with students. This provision shall not limit individual initiative and agreement between given teacher and administrator.

5.03.2 Each teacher in the high school or middle school shall have planning time of at least one period per day in addition to a thirty (30) minute duty free lunch period. This planning period and thirty minute duty free lunch period shall be incorporated within the existing school day and shall not be cause for extending the existing school day.

5.03.3 Each elementary teacher shall have a planning period of thirty (30) minutes in addition to a thirty (30) minute duty free lunch period each day. This planning time will be within the school day and may be implemented differently in different buildings under the administrative limitations of the various school units.

5.03.4 The elementary student day will not exceed six and one-half (6-1/2) hours. If due to transportation constraints the buses arrive late, the majority of building staff/administration will determine how to supervise the students beyond the student day. This plan will be reviewed on a yearly basis.

During assemblies or special events, the teacher assigned to the students shall be responsible for those students.

5.03.5 The Chardon Local School District is committed to the development and maintenance of curricular offerings that enhance the opportunities for the academic and personal success of each student. It is expected that an individual teacher's professional judgment will result in participation in curriculum development and review.

5.03.6 **Staff Meetings**

Staff will be expected to attend staff meetings once a month during the school year as scheduled by the principal. Additional staff meetings may be called, but attendance is not required outside of the teacher day. Building staff meetings shall not extend beyond one (1) hour. Except in emergencies, twenty-four (24) hours notice of the time and place of such meetings will be provided along with an agenda.

If a staff member is unable to attend a required monthly staff meeting, that staff member will notify the building principal in advance of the reason for absence, and make arrangements with the building principal to get the information.

5.03.7 While attendance at after school, evening, or weekend activities is not mandatory, it is expected individual teacher's professional judgment will result in attendance at selected events.

5.03.8 While this agreement between the parties constitutes the entire agreement, it is not meant to limit mutually beneficial initiatives in the event a bargaining unit member and representative of the Board mutually agree to pursue curriculum activities utilizing terms which may be at variance with some provision of the negotiated agreement.

5.03.9 The teacher work day is defined as the following:

- Elementary - Seven and one-quarter hours (7-1/4)
- Middle School - Seven and one-half hours (7-1/2)
- High School - Seven and one-half hours (7-1/2)

5.03.10 For the purposes of district-coordinated collaboration, elementary school teachers will meet no more than 36 times per school year for an 8 ¼ hour day. Collaboration time shall occur prior to the start of the student day. All other work days for elementary school teachers during the contractual work year shall be 7-hour work days. In the event a calamity day occurs on a designated collaboration day, the time will be rescheduled for a subsequent date. The District will establish a calendar of collaboration dates, including potential make-up days, by the first day of each school year.

5.04 TEACHER CONTRACTS

5.04.1 Teachers who possess a Resident Educator or Five-Year Professional teaching license and are employed under a limited contract of one year duration for five (5) consecutive years in the Chardon Local School District, if approved for further contract, will be recommended for a two (2) or three (3) year limited contract upon the recommendation of the building principal and the approval of the Superintendent and the Board of Education.

5.04.2 In order to be eligible for recommendation for a continuing contract, a teacher must utilize the following process:

- A. Provide written notification to the Superintendent of intent to obtain continuing contract status. The notification must be received by September 15 of the year the teacher wishes to be evaluated for continuing contract consideration;
 - B. Provide a copy of the teacher's professional educator license by September 1 of the school year immediately subsequent to Board action on the continuing contract;
 - C. Show evidence, by September 1 of the year immediately subsequent to the Board action on the continuing contract, of thirty (30) semester hours in the field of licensure or an area related to the teaching field in third or fourth year undergraduate or graduate course work since the issuance of the initial Ohio professional license or Resident Educator license if the teacher held a master's degree at issuance of the initial license, show evidence of six (6) additional semester hours of graduate course work in the field of licensure or an area related to the teaching field.
 - D. Satisfactorily complete a three year probationary period (one year if continuing contract status has already been obtained in another Ohio public school district) as a teacher in the Chardon Local School District.
- 5.04.3 The Board may extend the probationary period of a teacher eligible for continuing contract for one or two years upon notification to the teacher that one more limited contract of one or two year duration will be issued. Such notification shall specify the areas of improvement expected of such teacher.
- 5.04.4 Teachers' contracts and salary notifications will be based on the school calendar adopted by the Board of Education annually for a period of one hundred eighty-five (185) days.
- 5.04.5 All teachers employed by the Board shall be issued written individual contracts in accordance with the Ohio Revised Code. Such contracts shall include the following information:
- A. Name of teacher.
 - B. Name of the school district and Board of Education employing teacher.
 - C. Type of contract, limited or continuing. If limited, the number of years contract is to be in effect.
 - D. Annual compensation to be paid for the year of the contract.
 - E. The individual contract shall include the basis of determining compensation (i.e., classroom teacher, B.A. degree plus five years experience).
 - F. Number of pay days.

- G. Number of contractual days (i.e., 185 days).
- H. Teacher agreement to abide by Board adopted policies.
- I. Provision for signature and date of signature of the teacher being contracted.

5.04.6 Each building shall be provided with copies of current Board adopted policies.

5.05 TERMINATION OR NONRENEWAL OF A TEACHER CONTRACT

5.05.1 Termination of a teacher's contract shall be according to Section 3319.16 and related provisions of the Ohio Revised Code.

For purposes of notification associated with termination, a teacher shall be deemed notified once the Board of Education or its representative has posted the written notification in the U.S. Mail, by registered or certified mail.

5.05.2 A teacher with less than four (4) years of service with the school district may apply all the procedural rights contained in the agreement between the Board and the Association when informed by the Superintendent that his/her limited contract for the next school year may not be renewed by the Board of Education. However, a teacher with less than four (4) years of service with the school district shall not have the right to initiate a substantive arbitration action pursuant to the agreement except for procedural violations as noted above, nor a legal action for his/her non-renewed limited contract under ORC 3319.11 and/or 3319.111. Pursuant to ORC 4117.10, the provisions of this section shall take precedence over and supersede ORC 3319.11 and 3319.111.

5.05.3 A teacher, with less than four (4) years of service with the school district who is informed by the Superintendent in writing on or before June 1 of the current school year that his/her limited contract for the next school year is not to be renewed by the Board shall have his/her non-renewed limited contract Board action/motion taken at the regular or special June Board of Education meeting unless procedural violations are disputed and proven by the teacher pursuant to the agreement or because of a mutually agreed upon resolution between the teacher, Board, Administration and Association.

5.05.3.1 For purposes of notification associated with nonrenewal, a teacher shall be deemed notified once the Board of Education or its representative has posted the written notification in the U.S. Mail, by registered or certified mail, and the envelope has been postmarked June 1 or before.

5.05.3.2 The Board and the Association further state that they intend the above delineated Sections of the collective bargaining agreement to take precedence over and supersede Ohio Revised Code Sections 3319.11 and 3319.111. Consequently, a teacher with less than four (4) years of service in the District who is notified by the Superintendent and the Board of Education that he/she is being non-

renewed may not initiate a grievance/arbitration action (on substantive grounds) or any legal action under ORC 3319.11 and/or 3319.111 challenging the non-renewal action. Nothing herein, however, affects the rights of a non-renewed teacher to challenge through the agreement's grievance procedure any alleged procedural violation related to the evaluation process.

5.05.4 Any teacher whose contract may be suspended and terminated by the Board of Education shall have the right to select one of the following procedures to resolve his/her dispute (s) with the Board of Education:

5.05.4.1 An ORC 3319.16 and 3319.161 Hearing Procedure or,

5.05.4.2 A just cause substantive and procedural due process final and binding arbitration hearing before a neutral arbitrator pursuant to the terms and conditions of the agreement between the Board and Association.

5.05.5 Except for egregious acts and/or behavior, the Board shall not abrogate a teacher's contractual rights provided by the agreement between the Board and Association; nor shall a teacher be summarily suspended and terminated by the Board of Education without reason and a just cause substantive and procedural due process hearing.

If the Board of Education deems it necessary to suspend and terminate a teacher during the current school year or the following school year, the Superintendent shall provide timely written notice to the teacher. The Superintendent's written notice shall patently and plainly describe the circumstance(s) and reason(s) for the Board's decision(s) to take said action(s).

5.06 REDUCTION IN FORCE

5.06.1 Definition

A reduction in force (RIF) is defined as the elimination or reduction of a bargaining unit position.

5.06.2 Reasons

A. Reductions shall be made by suspending teacher contracts based on the Superintendent's recommendation based upon reasons identified in the Ohio Revised Code and for financial reasons. Additionally, any substantial reduction in federal or state grant or program dollars may result in a RIF of position(s) funded by those lost dollars.

B. A limited contract teacher who is subject to RIF shall not have his/her contract non-renewed instead of suspended.

5.06.3 Notification

If it is determined necessary, as defined above, to reduce the number of

bargaining unit positions, the following procedures shall apply:

5.06.3.1 When the Superintendent or the Board is contemplating the suspension of any Bargaining Unit Member's primary contract, he/she will notify the Association President at least thirty (30) calendar days prior to Board action implementing a RIF. Such notice will be in writing and will include the specific positions(s) to be affected, the proposed time schedule, and the reason(s) for the proposed action. Within ten (10) days of the notice being delivered, a meeting shall be held between representatives of the CEA and the Superintendent to review appropriate data and the need for a RIF.

5.06.3.2 Any bargaining unit member whose contract will be suspended will be notified in writing by certified mail or hand delivery at least fifteen (15) calendar days prior to Board action implementing a RIF. Such notice will include the proposed time schedule and the reason for the proposed action. A copy of such notice will be forwarded to the Association President and the OEA Labor Relations Consultant.

5.06.3.3 When conducting a Reduction In Force, the Board may proceed to suspend contracts in accordance with the recommendations of the Superintendent. In making his/her recommendations, the Superintendent must first reduce Bargaining Unit Members on limited contracts and then Bargaining Unit Members on continuing contracts.

a. Limited contract Bargaining Unit Members shall be reduced first utilizing the following order:

- i. Certification/Licensure within the affected teaching field.
- ii. Comparable evaluations as defined in 5.06.3.5.
- iii. When evaluations are comparable, or if the RIF involves a non-OTES Bargaining Unit Member, seniority in the District shall prevail, with the contract of the least senior limited contract Bargaining Unit Member in the affected teaching field being the first to be suspended.

b. Should the necessary reduction of Bargaining Unit Member positions exceed the number of limited contract Bargaining Unit Members in the affected teaching field, continuing contract Bargaining Unit Members shall be reduced utilizing the following order:

- i. Certification/Licensure within the affected teaching field.
- ii. Comparable evaluations as defined in 5.06.3.5.
- iii. When evaluations are comparable, or if the RIF involves a non-OTES Bargaining Unit Member, seniority in the District shall prevail, with the contract of the least senior limited contract Bargaining Unit Member in the affected teaching field being the first to be suspended.

5.06.3.4. Comparable Evaluations

Suspension of Bargaining Unit Members, and recall of eligible Bargaining Unit Members whose contracts have been suspended pursuant to a RIF, will not be based upon seniority, except in circumstances when choosing between OTES Bargaining Unit Members with “comparable evaluations” or non-OTES Bargaining Unit Members. The application of the term “comparable” as applied to teacher evaluations shall be based on the following:

1. Commencing with the 2014-2015 school year, teachers whose final summative rating is the same shall be considered “comparable”. Accomplished teachers shall be comparable to other Accomplished teachers only; Skilled/Developing teachers shall be comparable to Skilled/Developing teachers and Ineffective teachers are comparable to Ineffective teachers only.

5.06.4 Recall

- A. Teachers on the recall list will be recalled in reverse order of suspension for vacancies in areas for which they are certificated/licensed, as the grid below will indicate:

<u>Contract</u>	<u>Experience Years</u>	<u>Right of Recall</u>
Limited	1 to 2	2 years
Limited	3 to 5	3 years
Limited	6 or more	5 years
Continuing	N/A	Unlimited

- B. If a vacancy occurs, the Board will send a certified letter announcing the vacancy to the last known address of all teachers on the recall list who are qualified according to these provisions. It is the teacher's responsibility to keep the Board informed of his/her current address. All teachers are required to respond in writing to the district office within seven (7) calendar days of receipt of the letter. The most senior of those responding will be given the vacant position. Any teacher who fails to respond within seven (7) calendar days shall forfeit all recall rights, unless reason can be shown why the teacher was unable to respond within the time limits. Such reasons must be presented within thirty (30) days of the above stated deadline or the teacher will forfeit all recall rights.
- C. Rights of Refusal: Refusal on first recall from RIF results in the teacher remaining on the RIF list. Second right of refusal is by mutual agreement of the parties, specifically, the Superintendent, the teacher, the Association, and the Board. Third refusal of recall will result in the teacher being removed from the RIF list.
- D. A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with all benefits to which the member was entitled to at the time of contract suspension including seniority, accumulation of sick leave, and salary schedule placement in

accordance with the provisions of the negotiated agreement relating to salary schedule and benefits.

- E. A Bargaining Unit Member on the RIF list will be given priority consideration as a substitute teacher in the district.

5.06.5 Seniority

Seniority will be defined as the length of continuous service as a certificated/licensed employee under regular contract in this district. All members of the bargaining unit will be placed on a seniority list. Current Bargaining Unit Members shall have greater seniority than any merged or consolidated teacher. Teachers serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Teachers serving under limited contracts will be placed on the list after continuing contract teachers, also in descending order of seniority.

- A. The seniority list shall be given to the Association President by October 1 of each work year. The list will indicate area of certification/licensure, the date of the Board resolution to hire, and the contract status (limited or continuing) of each employee. The names of employees on the seniority list shall appear in seniority rank order within areas of certification/licensure. The name of the most senior employee will appear at the top of the listing and the name of the least senior employee will appear at the bottom of the listing. This list will reflect and be organized by the employee's years of seniority as of the beginning of the work year. One hundred twenty (120) days or more in any school year shall give a teacher the equivalent of one full year of service for the purposes of this section.
- B. If, after applying the seniority calculations set forth in 5.06.5, two or more teachers have the same length of continuous service, seniority will be determined by:
 - 1. The date of the Board meeting at which the teacher was hired, and then by:
 - 2. The date the teacher signed his/her initial employment contract in the district, and then by:
 - 3. The length of additional service, if any, in the profession as a public or private school teacher, and then by:
 - 4. Any remaining ties will be broken by lot with the Association President or his/her designee present.
- C. By October 15, the Association President will provide the Superintendent with any proposed corrections to the seniority list. If there are any discrepancies, the parties will meet to resolve those issues. Following that discussion, if any, the parties will develop a mutually-agreed upon seniority list by October 31 of each school year.

D. For the purposes of this section, the parties acknowledge that employees will continue to accrue seniority on a daily basis throughout the work year. Thus, for the purposes of this section, an employee's position upon the seniority list may be affected by his/her service during the relevant work year. If a reduction in force occurs at some point during the work year, an updated seniority list shall be compiled by and between the parties to reflect the accrual of an employee's seniority during the applicable work year. For example, an employee may begin a work year with 15 years of seniority. If that employee has worked 55 work days as of the date a reduction in force is announced (not implemented) by the Board, then the employee will have 15 years and 55 days of seniority accrued. This combined figure will be used to determine the employee's placement upon the final seniority list to establish the employee(s) to be affected by the reduction in force.

5.06.6 The parties agree that these procedures apply only to the suspension of contracts which reduce the size of the bargaining unit. This article shall not require the Board of Education to fill any vacancy caused by resignation, retirement, termination of contract, or other nonrenewal, nor shall it interfere with any other lawful personnel procedures in the district.

5.07 TEACHER ASSIGNMENT/TRANSFER

5.07.1 Teacher Assignment

Teachers under contract during a school year will be notified in writing of their teaching assignment for the following school year not later than the close of the current school year. Such notification shall include the teacher's proposed salary, school assignment, and subject(s) or grade level assignment.

5.07.2 Involuntary Transfer Procedure

The decision to transfer shall be made in accordance with the needs of the school district. The needs of the district, as determined by the Superintendent, shall be the most substantial determiner of the transfer; however, the employees' credentials shall also be considered in the transfer decision. This change shall be made known to the teacher, in writing, as soon as possible and at least fourteen (14) days prior to the opening of school for the next school year unless mutually agreed by the teacher and administration. However, for increased enrollment situations, the fourteen (14) day notice shall be waived.

5.07.3 Teachers shall not be involuntarily assigned outside the scope of their teaching certificates/licenses, their Highly Qualified (HQ) subject area(s)/teaching field(s), or their major or minor field of certification/licensure, except in an emergency situation. Such emergency assignment shall not continue beyond the remainder of the current school year.

5.07.4 Any teacher who elects to resign as a result of a teaching assignment change occurring after July 10 shall be permitted to do so without Board sanction.

5.07.5 **Voluntary Teacher Transfer**

Teachers desirous of transfer may inform the Superintendent by completing the "Teacher Intent Form" (Exhibit "C"). The intent form will be kept on file for the school year indicated on the form. The Board shall distribute Exhibit C to all bargaining unit members by a secure digital format. Bargaining unit members that require assistance completing the electronic data collection will consult their Building Administrator or Technology Coordinators for additional support.

5.07.5.1 When a teacher is interested in a posted vacancy the teacher shall apply, in writing, by the given deadline to the administrator indicated in the posting.

5.07.5.2 All current teacher applicants for the posted vacancies shall be offered an interview.

5.07.6 **Certificated/Licensed Vacancy Posting**

The Superintendent or his/her designee will notify the Association President of vacancies as they occur. In addition, vacancies shall be posted at the Board of Education Office and in a designated area(s) of each school building. Vacancies will also be e-mailed by the Superintendent and/or designee to certificated/licensed teachers at their Chardon-issued e-mail address. The e-mail date/time stamp will determine the commencement of the fifteen (15) day application period.

5.08 **DUTIES/MEDICAL PROCEDURES**

No teacher shall be assigned recess duty, nursing duties, nor be directed to perform medical procedures. However, coaches/co-curricular advisors, and teachers on field trips shall continue to perform selected/limited "medical procedure" as deemed necessary for the health and safety of the students. Clerical/Secretarial duties shall not be assigned on a continuous basis.

5.09 **CLASS SIZE**

5.09.1 The Board and CEA recognize that student-teacher ratio is an important aspect of an educational program. Class size shall be in accordance with the requirements with the Ohio Revised Code, state minimum standards, and this agreement.

5.09.2 Suggested pupil/teacher ratio, excluding high school/middle school music (but not high school "Music Theory," when offered) and physical education, shall be no higher than:

K-3	1:25
4-5	1:28
6-12	1:30

- 5.09.2.1 High school teachers with five (5) classes shall not exceed a total ratio of 1:150 students; High School teachers who teach a sixth class shall not exceed a total ratio of 1:170. Teachers participating in the College Credit Plus Program will have each CCP course count toward their course load and each student count toward their total ratio.
- 5.09.2.2 Middle School teachers with six (6) classes shall not exceed a total ratio of 1:175. Middle School teachers who teach a seventh class shall not exceed a total ratio of 1:190 students. Middle School teachers (excluding music and physical education) with a ratio in excess of 1:175 students will not be assigned cafeteria or study hall duty, except by mutual agreement. Teachers participating in the College Credit Plus Program will have each CCP course count toward their course load and each student count toward their total ratio.
- 5.09.3 While the intent of the Board of Education is to maintain class sizes at or below the suggested pupil/teacher ratios, the Board and the Association recognize that because of increasing student enrollment and facility restrictions this may not always be possible. Therefore, when class size and teaching load increase, per 5.09.2, the following will be provided to affected teachers:
- 5.09.3.1 At elementary, when academic class size exceeds the suggested ratio up to thirty (30) students for five (5) school days, an additional ten (10) hours of support services shall be provided to the academic classroom teacher per week. When academic class size exceeds thirty (30) students for five (5) school days, an additional five (5) hours will be added for a total of fifteen (15) hours of support services per week. The affected teacher and building administrator will determine the kind of support services, based on student need. Support services may be provided by certified/licensed staff, tutors, and/or educational assistants.
- 5.09.3.2 Teachers who teach a seventh class at the middle school will be paid a stipend of seven hundred fifty dollars (\$750.00) per quarter.
- 5.09.3.3 Teachers who teach a sixth class at the high school will be paid a stipend of one thousand five hundred dollars (\$1,500.00) per semester.
- 5.09.3.4 Special education teachers will not exceed the ratios set forth in the most current version of the Ohio Operating Standards for the Education of Children with Disabilities for maximum class size, unless a waiver is essential. When a waiver is foreseen, the teacher involved will be consulted in advance and alternatives to a waiver request will be explored and implemented to the extent feasible. If a waiver is obtained, the affected special education teacher will be paid a stipend of two hundred fifty dollars (\$250.00) per quarter for each student enrolled over the maximum class size.

5.09.4 When an additional sixth/seventh class needs to be added to a high school or middle school teacher's schedule, the building principal will seek a volunteer to take the additional class. If no qualified teacher volunteers, the building principal may assign the additional class. The Board shall not assign a sixth class to more than four (4) properly certified/licensed high school teachers within a department (excluding foreign language) within any high school building.

5.09.5 College Credit Plus Program (CCPP) courses taught on-site must be taught by bargaining unit members.

5.10 SPECIAL EDUCATION

5.10.1 Meeting of IEP Team

5.10.1.1 All IEP meetings shall include the team members required by the IDEIA unless the parent has excused a required team member in writing as allowable under the IDEIA. Whenever possible, the intervention specialist identified as the student's case manager and a regular education teacher who currently work with the student or who have most recently worked with the student will be included.

- A. One special education certified/licensed employee
- B. One regular education teacher
- C. One administrator
- D. Parent
- E. Student when appropriate
- F. Volunteers when appropriate

Case managers will be responsible for coordinating all meetings for students on their caseloads.

5.10.2 With respect to IEP development, the following procedures will be followed:

5.10.2.1 Regular education teachers other than special education teachers responsible for the implementation of goals and objectives on an IEP will be notified of the IEP meeting in time to provide input on goal and objective completion for that year and goal and objective development for the following year.

5.10.2.2 The case manager will be in contact with the responsible regular education teachers, including specialists, in advance of the meeting to notify them of attendance and to secure their input as noted above. Where uncertainty exists as to the attendance of a regular education teacher the building administrator will make the determination as to which regular teacher will attend.

5.10.2.3 Reasonable efforts shall be made to schedule IEP meetings during the teacher contractual day and/or within one (1) hour before/after the contractual work day. Meetings lasting beyond one (1) hour

outside of the contractual work day ends shall be compensated in quarter-hour increments at a rate of \$25 per hour. This recording of time shall be cumulative and therefore if an IEP meeting lasts twenty (20) minutes but needs another 40 minutes to conclude, the teacher shall be entitled to one hour of pay. The bargaining unit member shall be responsible for recording this time on a District timesheet and submitting the timesheet in order to receive compensation.

- 5.10.2.4 Substitute coverage for IEP meetings will be provided as necessary. As appropriate, conferences may be scheduled outside the student day, for example, where more than one regular education teacher believes she/he should be in attendance at the IEP meeting.
 - 5.10.2.5 At the start of each school year, an Administrator will provide regular education teachers the information necessary to allow them to access a paper or electronic copy of the IEPs and ETRs for students they serve.
 - 5.10.2.6 Following modification of a student's IEP, affected teachers will be notified by the case manager and provided access to such modifications.
 - 5.10.2.7 To adequately develop and implement IEPs, Intervention Specialists shall have training on and access to the software program selected by the District to develop special education documents such as IEPs, ETRs and progress reports, on a district-owned computer or laptop.
- 5.10.3 An IEP meeting may be requested by any team member who has concerns regarding a student's educational program or progress. Intervention specialists and regular education teachers are encouraged to consult with colleagues regarding suggestions for the student's educational program prior to convening the IEP team. Suggestions for changes to the IEP must be discussed and agreed upon at an IEP meeting in accordance with procedures set forth under the IDEIA and Ohio Operating Standards for the Education of Children with Disabilities.
- 5.10.4 The teacher shall have the right to recommend and may receive the necessary assistance, including training, to deal with and serve any special needs student assigned to his/her class as specified in the IEP of each special education student.
- 5.10.5 Every effort shall be brought about and enacted by the administration and teachers to provide a successful learning experience for all students, including students with disabilities who are in general education classes.
- 5.10.6 In grades K-5, each special education student assigned to the regular education program any part of the school day shall be counted as one (1) student in the above pupil-teacher ratio for regular classroom placement.

In grades 6-12, special education students will be counted in the above pupil/teacher ratio for regular classroom placement.

5.10.7 Intervention specialists and related service providers (excluding school psychologists) shall be assigned to up to 1500 minutes per week of student contact time (amount to be pro-rated when less than a five-day week). Student contact time may include but not be limited to instructional activities such as direct service delivery, direct specially-designed instruction, testing and assessment. Student contact time for Intervention specialists and related service providers shall not include the following non-exhaustive list of professional responsibilities: case coordination, case management responsibilities, writing IEPs, progress reports, Medicaid billing, planning, collaborating with colleagues, attending IEP/ETR/IAT meetings, drafting PROs, etc.

5.10.8 The Board recognizes that certain students may display violent behaviors resulting in physical or emotional assault or threats to school staff, students or visitors. In such situations, the employee has the right to file a complaint as an individual with the police, as well as seek legal action against the student or his/her legal guardian/parent.

5.11 JOB SHARING

5.11.1 Criteria

Two (2) teachers shall both be qualified and certified/licensed for the same position and have satisfactory evaluations.

Full-time teachers shall not be permitted to accept additional classes, duties, responsibilities to create a job share.

Job sharing shall be an equal division of duties and responsibilities as determined by the job share teachers and building administrator(s).

5.11.2 Benefits

Teachers involved in job sharing shall split medical benefits and life insurance benefits. In the event one of the two teachers involved in job sharing declines any or all of the above named benefits, the other teacher shall receive one (1) package of that benefit. Job sharing of one position shall result in no more than one full-time benefit package in medical, dental and life insurances.

5.11.3 Limitations

There will be no more than one (1) job share position at each elementary building; no more than two (2) job share positions at the middle school; no more than three (3) job share positions at the high school. The number of job share positions in any elementary building may exceed the cap of one (1) with the approval of the building principal and the Superintendent.

5.11.4 Termination of the Program

At the conclusion of each academic year, each job sharing teacher may apply for any available full-time position. If the remaining teacher wishes to continue the job share, the position shall be posted, pursuant to Article 5, Section 5.07.5, in an attempt to find a job sharing teacher acceptable to the administration. If no applicant is found, or if the teacher wishes to discontinue the job share, the teacher may accept the open full-time position or have the option to resign from the system.

The job sharing situation may be terminated at the sole discretion of the Board of Education, if so recommended by the Superintendent, so long as each participant in the job sharing program is offered a full-time position in the next school year, contingent upon a satisfactory evaluation.

5.12 INDIVIDUAL PROFESSIONAL DEVELOPMENT FUND

Each certificated/licensed staff member will be allotted three hundred dollars (\$300.00) annually paid as a stipend the first pay of the contract year.

5.13 MERGER/CONSOLIDATION

Current bargaining unit members shall have superseniority over any personnel becoming employees of Chardon Board of Education as a result of any mergers or consolidations with another District.

5.14 ELECTRONIC GRADEBOOK

Teachers will utilize the Board-approved electronic gradebook and input grades reflecting the validity and reliability of student progress on a consistent and continual basis throughout the grading period.

ARTICLE 6 SALARY PAYMENTS AND DEDUCTIONS

6.01 BASE SALARY

6.01.1 The B.A. minimum on the current index shall be \$37,918.50 effective July 1, 2017, of the work year. This reflects a two percent (2.0%) increase over the previous year.

6.01.1.1 All bargaining unit members eligible for step movement, educational credit and longevity shall receive movement and compensation as set forth in the applicable schedules/contract language.

6.01.1.2 The B.A. minimum on the current index shall be \$38,297.69 effective July 1, 2018 through December 31, 2018. This reflects a one percent (1.0%) increase over the previous year.

6.01.1.2.1 All bargaining unit members eligible for step movement, educational credit and longevity shall receive movement and compensation as set forth in the applicable schedules/contract language.

6.01.1.3 Effective January 1, 2018, the BA minimum shall be \$38,487.28. This reflects a one-half percent (0.5%) increase over the previous year.

6.01.2 Longevity Step

6.01.2.1 The Chardon Board of Education shall, when each teacher commences their twentieth (20th) year of service, add seven hundred dollars (\$700.00) to the salary of that teacher. Further, this provision shall cover all teachers currently employed by the Chardon Board of Education with twenty (20) or more years of service.

6.01.2.2 The Chardon Board of Education shall, when each teacher commences their twenty-fifth (25th) year of service, add an additional three hundred dollars (\$300.00) to the longevity for a total of one thousand dollars (\$1,000.00). Further, this provision shall cover all teachers currently employed by the Chardon Board of Education with twenty-five (25) or more years of service.

6.01.2.3 The Chardon Board of Education shall, when each teacher commences their 27th year of service, add an additional five hundred dollars (\$500.00) to the longevity for a total of one thousand five hundred dollars (\$1,500.00). Further, this provision shall cover all teachers currently employed by the Chardon Board of Education with twenty-seven (27) or more years of service.

6.01.2.4 The Chardon Board of Education shall, when each teacher commences their 30th year of service, add an additional five hundred dollars (\$500.00) to the longevity for a total of two thousand dollars (\$2,000.00). Further, this provision shall cover all teachers currently employed by the Chardon Board of Education with thirty (30) or more years of service.

6.01.3 STRS Pickup

6.01.3.1 On behalf of each teacher who is a member of the State Teachers Retirement System, the Board shall pick up the contributions required to be made to STRS by each teacher pursuant to O.R.C. 3307.51 but subject to the following terms and conditions:

6.01.3.2 For each teacher, the amount to be picked up by the Board shall be equal to but shall not exceed the amount such teacher would otherwise have been required to contribute pursuant to O.R.C. 3307.51.

- 6.01.3.3 The amount each teacher would otherwise have been required to contribute shall be computed utilizing, for each teacher, the salary index and, where applicable, the supplemental salary schedule.
- 6.01.3.4 The amount of salary due each teacher pursuant to the salary index and/or supplemental salary schedule shall be reduced in an amount equal to the STRS contribution pick-up made by the Board on behalf of such teacher.
- 6.01.3.5 No teacher covered by this provision shall be permitted to waive STRS pickup by the Board.

6.02 METHOD OF SALARY PAYMENT

- 6.02.1 Payment of regular salary shall be made in twenty-six (26) installments. Payment of regular salary shall be made via direct deposit. Any pay-roll related communication will be sent to the employee's district email account.
- 6.02.2 Payment for supplemental duties will be paid no later than the first pay in February and the first pay in June, as dictated by when their supplemental duties are completed (i.e., fall coaches shall be paid in full by February; winter/spring coaches and yearlong supplementals shall be paid in full by June). Supplementals usually paid by June may have fifty percent (50%) of their salary in February. Any changes in the current schedule will be made only upon mutual agreement of the Treasurer, the Superintendent, and the Association President.
- 6.02.3 Teachers whose resignations are effective at the conclusion of the last school day, and notify the payroll specialist by June 1, may receive the remaining of their earned pay in a lump sum at the next regular payday, and may prepay fringe benefits if they desire to maintain those benefits through July and August.

6.03 SALARY SCHEDULE APPLICATION

- 6.03.1 The schedule provides that the basic salary classifications of the teacher shall be determined by professional qualifications--training and experience. Placement on the salary schedule shall provide for:
 - 6.03.1.1 All years of teaching service in another public, private, or parochial school unless the entry step and subsequent salary schedule advancement are determined otherwise through mutual written agreement between the Chardon Board of Education and the applicant. This agreement may only be made at the time of initial employment, at a salary level no lower than step 0 of the negotiated salary schedule for that year, and be placed on the appropriate degree level column for that year.
 - 6.03.1.2 All years of active military service to a maximum of five (5) years.
 - 6.03.1.3 All years of teaching service in the school district.

6.03.1.4 All years of substitute experience to a maximum of two (2) years unless the entry step and subsequent salary schedule advancement are determined otherwise through mutual written agreement between the Chardon Board of Education and the applicant. This agreement may only be made at the time of initial employment, at a salary level no lower than step 0 of the negotiated salary schedule for that year, and be placed on the appropriate degree level column for that year.

6.03.1.5 For the purpose of 6.03.1.1, 6.03.1.3, and 6.03.1.4, one hundred twenty (120) days shall constitute a year's service.

6.03.2 With respect to advancement on the salary schedule, and subject to the written approval of the Superintendent, credit hours after the B.A. and M.A. degrees are awarded may be either graduate or undergraduate credit hours. Such credit shall be applied to the salary schedule twice per year on a prorated basis starting with either the first pay of the first semester or the fourteenth (14th) pay for the second semester. Official transcripts indicating an increase in hours for advancement on the salary schedule must be received by the Superintendent no later than September 30th for advancement effective first semester and no later than January 30th for advancement effective second semester

6.04 PAYROLL DEDUCTIONS

Withholding from pay of professional dues, insurance premiums, credit union obligations, annuity contributions, STRS contributions to purchase service credit, and income tax deductions or withholdings may be commenced any time during the year and can be terminated or canceled, unless prohibited by law, by an individual teacher at any time during the year upon said teacher providing the Treasurer of the Board of Education with a written request to this effect at least fourteen (14) working days prior to the payday upon which said cancellation, termination, alteration, or start up of a deduction is to become effective. If a cancellation occurs, the teacher should contact the Treasurer to work toward an agreement to alleviate the loss of personal funds in a voluntary deduction situation.

6.05 TRAVELING TEACHERS

Teachers who travel on school business shall be compensated for the use of their personal vehicle on a mileage basis at the then-prevailing IRS rate. Traveling teachers shall be allowed a maximum of twenty-five (25) minutes to travel between buildings.

6.06 EXTENDED SERVICE

6.06.1 Extended service will be reimbursed at the rate of 1/185th of the individual's teaching contract salary, prorated on the basis of a seven and one-half (7-1/2) hour day for each day of extended service.

6.06.2 Teachers who cover classes of absent teachers shall be reimbursed at a rate of twenty dollars (\$20.00) per hour at the elementary level and twenty dollars (\$20.00) per class at the middle and secondary levels. Assignments must be made by or approved by building administrators.

- 6.06.3 Teachers who attend district curriculum committee meetings beyond the school year will be paid a daily rate equivalent to eighty-five dollars (\$85.00), or the substitute daily rate of pay, whichever is higher.
- 6.06.4 Teachers who participate in District-approved extended service for curriculum or professional development outside of the school day shall be paid at a rate of twenty-five dollars (\$25.00) per hour.

6.07 TENURE OR PERMANENT CERTIFICATION/PROFESSIONAL EDUCATOR LICENSURE

Teachers on tenure in the Chardon School System, who hold permanent certificate or a professional educator license, are qualified for the next higher step on the salary schedule than that to which they are entitled by their Board accredited years of experience based on the negotiated salary schedule application criteria (Article 6, paragraphs 6.03.1 and 6.03.2), including any mutual, written agreement between the Chardon Board of Education and the employee at the time of initial employment. This agreement may only be made at the time of initial employment, at a salary level no lower than step 0 of the negotiated salary schedule for that year, and be placed on the appropriate degree level column for that year.

6.08 FAIR SHARE FEE

- 6.08.1 The Board shall commence deducting from the pay of members of the bargaining unit who elect not to become or to remain members of the Chardon Education Association, a fair share fee for the Association's representation of such non-members during the term of this contract. 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.
- 6.08.2 Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 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.

6.08.3 Schedule of Fair Share Fee Deductions

- 6.08.3.1 Payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for bargaining unit members employed after October 31 until the second paycheck, which period shall be the required probationary period of the newly-employed bargaining unit members.
- 6.08.3.2 The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member,

and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

- 6.08.4 The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
- 6.08.5 The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit 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 Constitutions of the United States and the State of Ohio.
- 6.08.6 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.
- 6.08.7 The Association on behalf of itself and the OEA and NEA agree to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
 - 6.08.7.1 The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
 - 6.08.7.2 The Board agrees to:
 - 6.08.7.2.1 give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding;
 - 6.08.7.2.2 permit the Association or its affiliates to intervene as a party if it so desires; and/or
 - 6.08.7.2.3 not oppose the Association or its affiliates' application to file briefs *amicus curiae* in the action.
- 6.08.8 The Board acted in good faith compliance with the fair share fee provision of this Negotiated Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

6.09 NURSES

The Superintendent will hire registered nurses with Ohio Department of Education certification/licensure to work as school nurses in the district.

6.10 LONG-TERM SUBSTITUTES

- 6.10.1 When a long-term substitute is employed under Ohio Revised Code Section 3319.10 for sixty (60) consecutive school days in one specific teaching assignment he/she shall receive all of the privileges for that position, except that personal leave shall be accrued at the rate of one (1) day for every sixty (60) days worked after reaching the BA, Step 0, level.
- 6.10.2 Long-term substitutes will not be entitled to provisions under ORC 3319.11 and 3319.111.

6.11 TUTORS

- 6.11.1 Tutors shall be paid at the rate of twenty-five dollars (\$25.00) per hour without a provision for benefits.
- 6.11.2 Tutors shall be re-employable on an annual basis on limited contracts.

ARTICLE 7 FRINGE BENEFITS

7.01 HOSPITALIZATION – MAJOR MEDICAL

- 7.01.1 For all employees hired prior to August 1, 2007, the Board shall provide single and family coverage for all certificated/licensed employees of hospitalization insurance and major medical that provides no less benefits than Aetna's POS II Plan. Employees hired prior to August 1, 2007, shall have the option to elect coverage under the AETNA POS II Plan or to participate in the High Deductible Plan/Health Savings Account option, outlined in 7.02 below.
- 7.01.2 All part-time employees (working under 30 hours per week) will pay a pro-rated share of the premiums for hospitalization, major medical (whether POSII or HD/HSA) and dental insurance which they opt to accept as part of the fringe benefit package offered by the Board. Current part-time employees receiving benefits will be grandfathered from this provision until the beginning of the 2016-17 contract year.

The Board will not split full-time positions in order to reduce a benefit eligibility by instead hiring part-time employees. Teachers may still opt to job-share pursuant to Section 5.11.

- 7.01.3 For the duration of this agreement, the Association and the Board shall have an identified insurance committee whose members shall be appointed by the President of the Association and the Superintendent of the Chardon Local School District. The District Treasurer shall serve as chair. Four (4) teacher members shall be paid at a rate of twenty-five dollars (\$25) per hour. Primary duties of the insurance committee shall include but not be limited to topics concerning major medical expenses, premiums, insurance carriers, Section 125 plans, wellness programs, legalities, etc. On or before May 1st of each year of this agreement, the committee will examine the current health plans, including the High Deductible Plan/Health Savings Account option, and cost to

determine if a change is needed. When insurance is projected to increase by at least ten percent (10%) per year, the insurance committee shall convene to discuss and recommend how to bring the projected increase under ten percent (10%).

7.01.4 The Board and the Association agree that each employee in the Aetna POSII Plan shall contribute twenty percent (20%) of the insurance premium.

7.01.5 Employees covered under the AETNA POS II plan shall be entitled to all the benefits outlined in Section 7.05 below, titled "Section 125 Plans."

7.02 HOSPITALIZATION – MAJOR MEDICAL (EMPLOYEES HIRED ON OR AFTER AUGUST 1, 2007)

7.02.1 For all employees hired on or after August 1, 2007, i.e., newly hired effective for the 2007-08 school year or any point in time thereafter, the Board shall offer single and family coverage for all certificated/licensed employees of hospitalization insurance and major medical pursuant to the district's AETNA High Deductible Plan/Health Savings Account option. Pursuant to Section 7.01.1, employees hired prior to August 1, 2007, may elect to participate in the High Deductible Plan/Health Savings Account in lieu of selecting coverage under the AETNA POS II plan.

7.02.2 Each employee in the AETNA High Deductible Plan/HSA option shall contribute five percent (5%) of the insurance premium.

7.02.3 The High Deductible Plan shall be a \$2,000 aggregate deductible for single coverage and a \$4,000 aggregate deductible for family coverage.

7.02.4 For each employee who elects single coverage in the High Deductible Plan, the Board shall contribute \$800 annually toward a Health Savings Account (HSA) for that employee.

7.02.5 For each employee who elects family coverage in the High Deductible Plan, the Board shall contribute \$1,600 annually toward a Health Savings Account (HSA) for that employee.

7.02.6 Employees covered under the High Deductible/HSA Plan shall be permitted to participate in the Child Care Section 125 Plan only (Section 7.05.3 below).

7.02.7 The Board shall offer alternate single and family coverage for all eligible employees (i.e., defined as full-time under the Affordable Care Act) for hospitalization insurance and major medical at no cost to the employee. The specifications of this plan will be determined solely by the Board to meet the requirements specified in the Affordable Care Act.

7.03 LIFE INSURANCE

7.03.1 The board shall provide a group term life insurance policy in the amount of twenty-five thousand dollars (\$25,000.00), and the Board shall pay the full cost of providing such insurance for the term of this Agreement. Additional life

insurance may be purchased by the employee through the company providing term insurance for the Board of Education, depending upon availability.

- 7.03.2 Term life insurance may be converted without physical examination within thirty (30) days of leaving the system.

7.04 DENTAL INSURANCE

- 7.04.1 The Board shall provide single and family coverage for dental insurance that provides no less benefits than Aetna's indemnity dental at a cost of \$0.50 per year for single and \$1.00 per year for family coverage. Employees may waive dental coverage.
- 7.04.2 For the duration of this agreement, the Association and the Board shall have an identified insurance committee whose members shall be appointed by the President of the Association and the Superintendent of the Chardon Local School District. On or before May 1st of each year of this agreement, the committee will examine the current dental plan and cost to determine if a change is needed.

7.05 SECTION 125 PLANS

Section 125 Plans shall be established as follows:

7.05.1 Premium Pass through a Section 125 Plan

Employees will have the option of paying the employee share of premium costs through a Section 125 Plan at no cost to the employee.

7.05.2 Medical Expenses through a Section 125 Plan

Employees will have the option of setting aside monies for any unreimbursed health care costs, including medical, dental, vision, and prescription drugs in a Section 125 Plan. The plan shall be implemented at no cost to the employee. Any monies not spent at the end of the grace period provided for in Section 7.05.4 will be allocated first to the Chardon Local Schools Board of Education to defray administrative expenses, and assuming there are any remaining funds, distributed on a per capita basis, to employees enrolled in the medical expense Section 125 account for use the following plan year.

7.05.3 Child Care through a Section 125 Plan

Employees will have the option of setting aside monies for child care costs according to the rules of Section 125 Plans. The Plan shall be implemented at no cost to the employee. Any monies not spent at the end of the grace period provided for in Section 7.04.4 will be allocated first to the Chardon Local Schools Board of Education to defray administrative expenses, and assuming there are any remaining funds, distributed, on a per capita basis, to employees enrolled in the child care Section 125 account for use the following plan year.

Employees shall be afforded the opportunity annually to learn about Section 125 Plans and the process for choosing and funding a Plan.

7.05.4 The Board shall implement a grace period as allowed in the Internal Revenue Service Notice 2005-42. This Notice permits an employer to amend its Section 125 cafeteria plan to give participants in medical care and dependent care Flexible spending accounts (“FSAs”) an additional two (2) months and fifteen (15) days after the end of the plan year to spend unused amounts from the prior plan year. Unused amounts remaining in those FSA accounts at the end of the grace period will be distributed as a reimbursement to the Board of Education up to the total cost of administration of the FSA accounts. If, after paying off administrative costs, there remains an excess, then any remainder amount will be distributed to plan participants on a per capita basis, as is provided in Sections 7.05.2 and 7.05.3 above.

7.06 SEVERANCE PAY

7.06.1 All certified/licensed personnel who elect to terminate their employment with the Chardon Board of Education by retirement and who have been accepted for retirement by the State Teachers Retirement System of Ohio shall be paid one-third (1/3) of accumulated but unused sick leave days up to a maximum of seventy (70) days, or 1/3 of 210 days, in accordance with Section 7.06.4 through 7.06.11.

7.06.2 The severance payment shall be based on the employee's daily rate of pay at the time of his/her retirement from the Chardon Board of Education. The severance payment shall be remitted upon receipt of certification of retirement from STRS.

7.06.3 The Treasurer of the Board shall provide the retirement form for certificated/licensed personnel who wish to apply for the above severance pay (Exhibit “D”).

7.06.4 Notwithstanding anything in this Agreement or Board Policy to the contrary, in accordance with the terms of this Agreement and any related provisions of a plan document adopted by the Board to comply with the requirements of Section 403(b) of the Internal Revenue Code (the “IRC”), certain retiring employees shall have the total amount that otherwise would be payable to the Participant as severance pay under Section 7.06 and, if the retirement incentive plan is feasible, under Section 7.07 (collectively referred to herein as “Severance Pay”) mandatorily paid into an annuity contract or custodial account that is designed to meet the tax-qualification requirements of IRC Section 403(b) (a “TSA”). Such payment shall be in lieu of the payment being made directly to the retired employee and shall eliminate all sick leave credit of the retired employee. For purposes of this Agreement, this arrangement is referred to as the “403(b) Plan.” The provisions of this Agreement are effective for all employees whose retirement effective dates are after the date of this Agreement.

7.06.5 The terms of the 403(b) Plan shall include the following:

- A.) Participation in the 403(b) Plan shall be mandatory for any teacher who is actively employed on or after the date of the adoption of the Plan and entitled to severance pay under Section 7.06.1.
 - B.) If a retiring teacher is a participant in the 403(b) Plan, an employer contribution shall be made on his/her behalf under the 403(b) Plan in an amount equal to the total amount of the participant's Severance Pay.
- 7.06.6 The required contributions to the 403(b) Plan shall be made within the timeframe described in Section 7.06.2 and Section 7.07.
- 7.06.7 To the extent that a teacher's Severance Pay in any calendar year exceeds the maximum contribution amount allowable under the applicable federal income tax law for that year, the remaining amount shall be contributed to the 403(b) Plan after the first payroll date in January of the next calendar year. If there are any remaining amounts, those amounts shall be contributed to the 403(b) Plan, after the first payroll date in January of the following four (4) calendar years, in each such year not to exceed the maximum amount permitted under the applicable federal income tax law for such year.
- 7.06.8 The TSA that shall be used for the 403(b) Plan shall be the group annuity contract of AIG VALIC. 403(b) Plan participants shall be required to complete AIG VALIC enrollment forms; and unless and until a member does so, no contribution of severance pay shall be made under the 403(b) Plan on behalf of the member. If a teacher retires, is entitled to have a contribution paid to the 403(b) Plan, and dies prior to such contribution being paid to the Plan, the contribution shall be paid to the AIG VALIC contract and then paid to the beneficiary of the teacher in accordance with the terms of the AIG VALIC contract.
- 7.06.9 After adoption of the AIG VALIC 403(b) Plan, any administrative fees shall be borne by the Plan participants. The Board may attempt to find another reputable company providing a 403(b) contract similar to the AIG VALIC contract. When the Board Treasurer is making the decision which company shall administer the Plan, one of the criterion to be used shall be the amount of administrative fees charged by the Plan administrator.
- 7.06.10 The plan year of the 403(b) Plan shall be the calendar year.
- 7.06.11 Neither the Board nor the Association guarantee any tax results associated with the 403(b) Plan or deferrals to a TSA or check payments made to a teacher.

7.07 INCENTIVE PLAN FOR RETIREMENT

- 7.07.1 The Board will design and implement a Retirement Incentive Plan if, in its sole discretion, it determines it is financially feasible to do so. The following process may be initiated by the Board at its discretion.
- 7.07.1.1 The Board will announce its Retirement Incentive Plan by January 15. Each eligible teacher who wishes to participate in the Retirement Incentive Plan must submit an irrevocable letter of resignation to the Superintendent's office specifying his/her effective date of retirement.

This irrevocable letter must be submitted during the period beginning January 15 and ending at 4:00 p.m. on February 15. Once the irrevocable letter of resignation is submitted, it cannot be withdrawn by the employee.

7.07.1.2 By March 15, the Board will determine the financial feasibility of the Retirement Incentive Plan and will notify the CEA President and affected teachers as to whether it has determined the plan to be financially feasible by April 1.

7.07.1.3 If the Board determines the Retirement Incentive Plan is financially feasible, it will be implemented. If the Board determines the plan is not financially feasible, each teacher's irrevocable letter of resignation will be returned to him/her by May 1.

7.08 EMPLOYEE ASSISTANCE PROGRAM

The Board shall make available to employees in cooperation with Aetna (or similar provider) Employee Assistance Program, substance abuse counseling (alcohol or drug dependency) and other forms of counseling (e.g., stress counseling where circumstances such as divorce, spousal abuse, death in the family, etc., create stress and coping difficulties impacting upon an employee's personal and/or work life.

7.08.1 Employee entrance into the program will be entirely voluntary but may be urged in individual cases where an employee's job performance is affected.

7.08.2 All counseling conferences and the contents thereof shall remain confidential.

7.09 TUITION WAIVER FOR TEACHERS' CHILDREN

7.09.1 Any non-resident teachers' child who is accepted to attend any grade in the Chardon Local School District shall attend without payment of tuition, except in cases when the Board is able to secure tuition from the home school district of the non-resident teacher, pursuant to the terms and conditions found in O.R.C. 3313.64(F)(8) and in the case of the Board's open enrollment policy. A child is defined as "a natural or adopted dependent child" (including stepchild) for whom the teacher is the natural parent or guardian and in whose household the child resides.

7.09.2 Nothing herein shall be construed to authorize the automatic acceptance of the children of non-resident teachers, however, the Board shall give these children the highest priority when accepting new students. The Superintendent shall review any request for such acceptance to be sure that such child's social and academic standing are acceptable to the district prior to enrollment. If such child is accepted and maintains acceptable scholastic and behavioral standards and the enrollment of the child does not create a class of more than the suggested class size in Article 5, Section 5.09.2, that child's tuition will be waived. If not, the Superintendent will withdraw the child from the school district. Withdrawal of a student shall not be arbitrary or capricious.

- 7.09.3 The Superintendent's decision regarding acceptance and/or withdrawal shall be final in all cases and not subject to grievance provisions of the CEA Negotiated Agreement. Teachers who elect to enroll their children in the district shall be entitled to use the regular bus routes of the district to transport the child to and from school but teachers shall not have the right to bring children to school and supervise them until the student's school day begins or supervise them after school until the teacher's school day ends.
- 7.09.4 These tuition waiver provisions shall be in effect for the duration of this agreement unless any shall be deemed contrary to law. In such cases, the Board and the CEA shall make such necessary modifications to comply with those provisions of law, if possible.

ARTICLE 8 PROFESSIONAL CONCERNS

8.01 TEACHING CONDITIONS – INSTRUCTIONAL MATERIALS

8.01.1 The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, technological resources, art supplies, athletic equipment, current periodicals, standardized tests and questionnaires, and similar materials are the tools of the teaching profession. Teachers will be involved in the review of these materials for the purpose of improving the selection and use of such educational tools.

8.01.1.1 The Board shall provide professional development training on new technology to provide staff with the necessary skills for successful implementation.

8.01.2 The Board agrees to make available in each school typing and duplicating facilities and materials in a work area for use by professional staff. In addition, the following shall be provided for each teacher:

8.01.2.1 Copies and teacher's guides of all texts used in each of the courses to be taught.

8.01.2.2 Plan and grade books, paper, pencils, pens, chalk, erasers, and other such materials required in daily teaching responsibility.

8.02 ACADEMIC FREEDOM

8.02.1 Academic freedom shall be guaranteed to all teachers, and no special limitations shall be placed upon study, investigation, or presentation and interpretation of facts and ideas concerning man, human society, the physical and biological world, or other branches of learning, other than the limitation imposed by accepted standards of professional and educational responsibility and which are pertinent to the subject and level taught and to the educational objectives of the Chardon Schools.

8.02.2 While the Board of Education openly acknowledges the academic freedom of teachers, it also emphasizes that the education of our students is the preeminent goal of the school district; consequently, the students' right to learn is the counterbalance whereby academic freedom shall be examined in the event there appears to be a conflict between these two crucial elements of the educational process.

8.02.3 Teachers shall be free to publish professional works or secure copyrights without interference or censorship by the Board of Education or any of its agents.

ARTICLE 9 TEACHER RIGHTS

9.01 NONDISCRIMINATION

9.01.1 The policies and practices of the Board shall be applied without regard to race, color, creed, national origin, sex, marital status, or any other protected status under Ohio law, handicap, age, or membership in the Association or its associated activities.

9.01.2 No reprisals shall be taken against an employee solely by reason of his utilization of any procedure or activity herein provided for, nor on account of his membership or position in the Association.

9.02 Teachers may leave the building during duty free lunch periods. The building office shall be informed of these absences if at all possible.

9.03 All teachers have the right to use the school telephones for emergency, personal, and school business calls. They shall reimburse the school for the cost of any personal toll calls. The administration shall make reasonable provisions to insure teachers privacy when using school telephones.

9.04 Employees shall be insured all rights and privileges granted by law.

9.05 Each teacher is guaranteed the right to representation of his/her choosing when that teacher is involved in a grievance procedure.

**ARTICLE 10
RESERVATION OF RIGHTS**

10.01 BOARD RESERVATIONS

The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, and duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Ohio and of the United States, including, but without limiting the generality of the foregoing, all rights now or hereinafter identified in O.R.C. 4117.08 and the following rights:

- 10.01.1 Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policies such as the functions and programs of the employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- 10.01.2 Direct, supervise, evaluate, or hire an employee;
- 10.01.3 Maintain and improve the efficiency and effectiveness of governmental operations;
- 10.01.4 Determine the overall methods, process, means, or personnel by which governmental operations are conducted;
- 10.01.5 Suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- 10.01.6 Determine the adequacy of the work force;
- 10.01.7 Determine the overall mission of the employer as a unit of government;
- 10.01.8 Effectively manage the work force;
- 10.01.9 Take actions to carry out the mission of the public employer as a governmental unit.

10.02 The exercise of the foregoing powers, rights, authority, duties, and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

ARTICLE 11 EVALUATION

11.01 Overview of Ohio Teacher Evaluation System (OTES) and Ohio School Counselor Evaluation System (OSCES)

The Board and Association acknowledge that an electronic system will be utilized for documentation and notice purposes and the posting of information and forms to that system shall suffice for written notice, as may be required throughout this article.

11.02 Applicable Educators

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

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

11.02.2 Teachers working under a permanent certificate issued under section 3319.222 of the Revised Code as it existed prior to September 2003 who spend at least fifty percent (50%) of their time providing student instruction.

11.02.3 Teachers working under a permanent certificate issued under section 3319.222 of the Revised Code as it existed prior to September 2006 who spend at least fifty percent (50%) of their time providing student instruction.

11.02.4 Teachers working under a permit issued under 3319.301 of the Revised Code who spend at least fifty percent (50%) of their time providing student instruction.

11.02.5 School Counselors employed by the district.

11.03 Not later than September 15 of each year each teacher shall be notified in writing of the name and position of the evaluator and the evaluation procedure and process.

11.04 A teacher/counselor newly employed or one reassigned after the beginning of the work year shall be notified by the evaluator of the evaluation procedures in effect. Such written notification shall be within two (2) weeks of the first day in a new assignment.

11.05 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 audio/visual recording.

11.06 The Board will not conduct an evaluation of a teacher/counselor who: (1) was on an approved leave for 50% or more of the school year; or (2) has submitted notice of retirement to the Superintendent and that notice has been accepted by the Board not later than December 1 in the school year in which the evaluation is otherwise scheduled to be conducted. However, it may be necessary for the administrator to begin the evaluation procedures until one, or both, of the foregoing conditions has been satisfied.

11.07 Definition of the Evaluation

- 11.07.1 The Evaluation shall consist of a minimum of one (1) pre-observation meeting (unless additional one[s] are requested by the teacher/counselor for subsequent observation[s]), two (2) formal observations, between two (2) to five (5) walkthroughs, a post-observation meeting following each formal observation, and one (1) summary evaluation meeting. No bargaining unit member shall be evaluated more than once per school year.
- 11.07.2 A teacher's performance shall be assessed based on criteria set forth in the teacher performance standards (See Teacher Performance Evaluation Rubric) and student growth measures. A counselor's performance shall be assessed based on the criteria set forth in the school counselor performance standards.
- 11.07.3 Teachers rated as Accomplished in their most recent evaluation will be evaluated every three (3) years, so long as the teacher's student academic growth measure is "average" or higher. Counselors rated Accomplished in their most recent evaluation will be formally evaluated every three (3) years, so long as the metric of student outcomes, for the most recent school year for which data is available, is skilled or higher on the evaluation rubric. Provided, however, that a teacher/counselor that is in the final year of a limited contract, or a teacher/counselor that has submitted for consideration for continuing contract status, will be evaluated in the year of the contract recommendation by the administrator. That evaluation year will be considered year one of a new cycle and the results of that evaluation will be used to determine the year of the subsequent evaluation.

"Off-year": Teacher/counselor rated as Accomplished in their most recent evaluation will complete one classroom walkthrough and post-conference in the years where a formal evaluation is not required.

- 11.07.4 Teachers rated as Skilled in their most recent evaluation will be evaluated every two (2) years, so long as the teacher's student academic growth measure is "average" or higher. Counselors rated Skilled in their most recent evaluation will be formally evaluated every two (2) years, so long as the metric of student outcomes, for the most recent school year for which data is available, is skilled or higher on the evaluation rubric.

Provided, however, that a teacher/counselor that is in the final year of a limited contract, or a teacher/counselor that has submitted for consideration for continuing contract status, will be evaluated in the year of the contract recommendation by the administrator. That evaluation year will be considered year one of a new cycle and the results of that evaluation will be used to determine the year of the subsequent evaluation.

“Off Year”: Teachers/counselors rated as Skilled in their most recent evaluation will complete one classroom walkthrough and post-conference in the years where a formal evaluation is not required.

11.07.5 Sections 11.07.3 and 11.07.4 shall not apply to any teacher or counselor during his/her first year of employment with the Chardon Local School District, regardless of any prior final summative rating received in a former district.

11.08 Assignment of Evaluator

11.08.1 The assigned evaluator shall be responsible for evaluating the affected teacher’s performance under the OTEs and the counselor’s performance under OSCES. All evaluators shall be administrators of the Chardon Local School District and shall be trained and licensed as evaluators by the State of Ohio.

11.08.2 If a teacher/counselor has more than one supervisor, one supervisor shall be designated as the evaluating supervisor within a given school year. Special education teachers may request to be evaluated by the Director of Student Services, subject to the Superintendent’s approval.

11.08.3 Teachers/counselors with a final summative rating of Accomplished based on the prior district evaluation may choose their evaluator from a District-approved list.

11.08.4 Teachers/counselors with a final summative rating of Skilled based on the prior district evaluation shall have input on their credentialed evaluator.

11.08.5 The Superintendent or designee shall assign the credentialed evaluator to teachers/counselors with a final summative rating of Developing or Ineffective based on the prior district evaluation.

11.08.6 The Superintendent or designee shall assign the credentialed evaluator to any teacher/counselor who is a first-year teacher in Chardon Schools, regardless of his/her prior final summative rating in his/her prior district.

11.09 Formal Observations

11.09.1 Schedule of Observations

Two (2) formal observations shall be conducted to support each performance evaluation. A formal observation shall last a minimum of thirty (30) continuous minutes but no longer than sixty-five (65) minutes. There shall be at least ten (10) working days between formal observations. If after the second formal observation a teacher’s/counselor’s performance is found deficient to the extent that adverse personnel action may result, additional observations may be conducted. Observations shall not be conducted the day before or day after a scheduled non-instructional school day unless mutually-agreed upon by the teacher/counselor and evaluator.

Counselor observations, including informal observations, shall take place so that no breach of confidentiality occurs. Non-confidential activities may include but not be limited to guidance activities in classroom instruction, instructional small group activities, parent education functions, staff development, child study team meetings and data meetings.

11.09.2 The evaluator shall provide the teacher/counselor written notice at least five (5) school days in advance of a formal observation.

11.09.3 Pre-Observation Conference

A conference initiated by the evaluator will be held at least one (1) workday prior to a formal observation. The teacher will provide the lesson plan and materials pertinent to the lesson. Additional pre-observation conferences, requested by the teacher teacher/counselor, will also be held at least one (1) workday prior to the observation.

11.10 Post-Observation Conference and Report

A conference initiated by the evaluator will be held with the teacher/counselor after each formal observation. The conference shall be conducted within ten (10) working days of the observation, unless the evaluating administrator or the teacher/counselor is absent or agree to another mutually convenient time.

11.11 Walk-Throughs

A walk-through is a formative assessment having the following components:

11.11.1 The walk-through shall last between five (5) and twenty (20) consecutive minutes.

11.11.2 A copy of the walk-through form will be provided to the teacher/ counselor, electronically, within three (3) workdays of the walk-through.

11.11.3 Between two (2) and five (5) walk-throughs shall be included in each evaluation, unless the evaluator and teacher/counselor mutually agree to additional walk-throughs.

11.11.4 Walk-throughs shall be conducted by the assigned evaluator.

11.12 Written Evaluation Report

The evaluation shall acknowledge the performance strengths of the teacher/counselor evaluated as well as performance deficiencies, if any. The evaluator shall note the data used to support the conclusions reached in the formal evaluation report.

11.12.1 Formal observations and walkthrough data will be consolidated into the written evaluation report using the Evaluation Form at the final post conference or within ten (10) work days of the final post conference. The final evaluation report shall be given to the teacher by May 10 and a

conference initiated by the evaluator shall be held between the teacher/counselor and evaluator.

- 11.12.2 If dissatisfied with the report, the teacher/counselor has the right to provide a written response and to have it attached to the written evaluation report.

11.13 Placement on Improvement Plan

- 11.13.1 A teacher will be placed on an Improvement plan if s/he received an overall rating of “ineffective” or if s/he is rated “below average” on student growth. A counselor will be placed on Improvement plan if s/he received an overall rating of “ineffective”. The credentialed evaluator will direct the development of an improvement plan with input from the teacher/counselor prior to September 30. The Superintendent or designee shall approve any Improvement Plan.
- 11.13.2 The Board will allocate appropriate resources, to be determined by the evaluator and the Superintendent or designee, to each teacher/counselor on an improvement plan.
- 11.13.3 Not later than May 10 of the school year for the teacher/counselor who is on an improvement plan, the evaluator will complete a final evaluation report and meet with the teacher/counselor.

11.14 Extended/Limited Contract Teachers/Counselors Being Considered for Non Renewal

- 11.14.1 A minimum of three (3) formal observations of each teacher/counselor in the year which he/she is under consideration for non-renewal shall be performed according to the guidelines set forth in this Article.
- 11.14.2 The Board shall notify any teacher/counselor of non-renewal in writing by June 1.

11.15 Professional Growth Plan

Professional growth plan shall be developed as follows:

- 11.15.1 Teachers/counselors with a summative evaluation rating of Accomplished will independently develop a self-directed professional growth plan by September 20.
- 11.15.2 Teachers/counselors with a summative evaluation rating of Skilled will develop a professional growth plan collaboratively with their assigned evaluator.
- 11.15.3 Teachers/counselors with a summative rating of Developing will develop a professional growth plan collaboratively with their assigned evaluator by October 10 to be approved by the Superintendent or designee.
- 11.15.4 Teachers/counselors who are in their first year with the District will develop a

professional growth plan with the assigned evaluator by October 10 to be approved by the Superintendent or designee.

11.16 District Evaluation Framework

11.16.1 The district's evaluation framework will be comprised of 50% value assigned to the Educator Performance Standards components, 35% value assigned to Student Growth Measures component, and 15% assigned to Self Evaluation. When the State permits a safe harbor provision in place of the value-added measure, then the affected teachers will administer either one (1) or two (2) teacher-created Student Learning Objective (SLO) assessment(s) to replace the student growth measure.

The following chart shall reflect the negotiated Growth Measures for evaluation purposes:

Educator Category	Value-Added %	Vendor Assessment %	LEA Measures SLOs %	LEA Measures Shared Attribution %	Total
A1: Value-Added	35	N/A	0	0	35%
A2: Value-Added	Schedule <30% VA VA = 10 Schedule 30-69% VA VA = 15 Schedule > 69% VA VA = 20	N/A	Schedule <30% VA SLO = 25% Schedule 30-69% VA SLO = 20% Schedule > 69% VA SLO = 15%	0	35%
B: ODE-Approved Vendor Assessment	N/A	0	35	0	35%
C: LEA Measures	N/A	N/A	35	0	35%

11.16.2 A Student Growth Measures Committee shall be established consisting of ten (10) members appointed by the CEA President and between 3 to 5 administrators appointed by the Superintendent. The committee will be trained in the development and evaluation of SLO's and shall meet periodically to review submitted SLO's and ongoing procedures for the evaluation of student growth measures. The committee shall establish all SLO submission deadlines and provide these dates to all teachers. However, the SLO approval process must be completed not later than November 1st for all teachers.

11.16.3 Committee members may be provided time during professional development, release time and/or after school committee time, for committee work, as approved by the Superintendent. Committee members meeting outside the school day shall be paid twenty-five dollars (\$25.00) per hour.

11.16.4 Value-added and other student growth measure data derived from assessments taken in one school year shall be combined with performance ratings that are assigned in the next school year to achieve a summative evaluation rating.

11.16.5 The Self Evaluation component will be based upon completion of the OTES Self Evaluation form, and a conference with the assigned evaluator by the end of the first semester.

11.17 Extension of Timelines for Evaluation Process Based on Absence

In the case of a short-term absence (fifteen [15] school days or fewer) of the evaluator or teacher/counselor, any appraisal process timelines shall be extended by the number of school days equal to the days of absence other than the May 10 deadline.

In the case of an evaluator's long-term absence (more than fifteen [15] school days), the evaluator's replacement shall continue the appraisal process, and timelines will be extended by mutual agreement of the evaluator and teacher/counselor. Likewise, in the case of the teacher's/counselor's long-term absence, as defined above, the appraisal process and timelines will be extended by mutual agreement of the evaluator and teacher/counselor other than the May 10 deadline. If no mutual agreement is reached, the Association President and the Superintendent or designee shall mutually establish new appraisal timelines.

11.18 The parties agree to use the forms issued by ODE, as may be amended from time to time, in connection with the evaluation framework set forth above. Forms are contained in Exhibit I.

11.19 Administration of the Non-OTES Program

11.19.1 Personnel (e.g. this evaluation program is specifically for educators who do not belong in categories specified in Article 11.02 of this Collective Bargaining Agreement).

11.19.1.1 Staff observation and evaluation will be conducted by certified/licensed administrative and supervisory personnel. The building principal is ultimately responsible for the evaluations of staff members assigned to his/her building.

11.19.1.2 Section 11.18 shall apply to the administration of the non-OTES program as well.

11.19.2 Information Dissemination and Orientation

New teachers will receive and review in detail evaluation policies as a part of the new teacher orientation program. Evaluation policies will also be set forth in a teacher handbook.

11.19.3 The Sequence of Teacher Evaluation:

11.19.3.1 The building principal, or assistant principal, is the primary observer of teacher competency and shall be responsible for the recommendation of the contractual status of the teacher to the Superintendent of Schools.

Teachers assigned to more than one building will be observed and evaluated as defined in Section 11.19.1.1 of this article. Completion of at least one formal observation and evaluation will be the responsibility of the assigned principal. Building principals of other assigned school(s) may complete formal observation, if more are necessary according to 11.19.3.2, and provide evaluative comments to the assigned principal for inclusion on the evaluation document.

11.19.3.2 Observations of classroom teacher performance are the primary basis for teacher evaluation. Observations will precede evaluations according to the following:

A. **Status I**

Status I teachers either have no prior teaching experience, are new to the district, or have one (1) year experience in the district. These teachers will receive two (2) formal observations and one (1) evaluation by the end of the first semester. Two (2) additional formal observations and one (1) evaluation will take place during the second semester.

B. **Status II**

Status II teachers hold a limited contract and have two to five years experience in the district. These teachers will receive two (2) formal observations and one (1) evaluation, with at least one observation taking place in the first semester.

C. **Status III**

Status III teachers have six or more years experience in the district. Every other year, these teachers will receive two (2) formal observations and one (1) evaluation, with at least one observation taking place in the first semester. An annual professional conference will be held between the administrator and the teacher in the years when there is no formal evaluation. One half of the Status III teachers will be observed/evaluated annually.

D. **Status IV**

Status IV teachers hold a continuing contract (tenure). Every three years, these teachers will receive one (1) formal observation and one (1) evaluation. An annual professional conference will be held between the administrator and the teacher in the years when there is no formal evaluation.

One third of the Status IV teachers will be observed/evaluated annually.

- E. Regardless of status, any teacher who receives one (1) or more unsatisfactory ratings on an evaluation may be provided a plan of improvement by the administrator for implementation the following school year. This teacher will be evaluated according to Status I guidelines for the following school year. When improvement is demonstrated, the teacher will return to his/her previous status. If an unsatisfactory rating continues, recommendation for non-renewal/termination will be made to the Superintendent.
- F. Teachers eligible for continuing contract (tenure) will be observed/evaluated according to Status I.
- G. Departure from this frequency schedule will take place only when extraordinary circumstances call for further observation.
- H. Teachers will be notified of the formal observation day and time at least twenty-four (24) hours in advance, unless otherwise mutually agreed. Prior to every formal observation, a conference will be held between the observer and teacher as deemed necessary by either party.
- I. A conference between the teacher and observer will follow each observation within ten (10) working days unless both parties mutually agree upon other arrangements.
- J. The teacher has the right to attach a response to the observation and/or evaluation (see Exhibit "H").
- K. While this Agreement between the parties constitutes the entire agreement, it is not meant to limit mutually beneficial initiatives in the event a bargaining unit member and representative of the Board mutually agree to pursue job target activities utilizing terms which may be at variance with some provision of the negotiated agreement.

ARTICLE 12 SUPPLEMENTAL SALARY SCHEDULE

- 12.01** Every effort shall be made by the Board to post supplemental positions in a timely manner each school year. Teachers in the bargaining unit may apply for the supplemental vacancy within ten (10) working days of each posting. If no qualified bargaining unit member applies for the supplemental position, the Board may fill the vacancy with individuals not in the bargaining unit.
- 12.02** Individuals in the bargaining unit applying for more than two (2) supplemental positions per season/year may have a review by the Superintendent of his/her responsibilities before an additional supplemental position is awarded to the bargaining unit member.
- 12.03** Longevity will be determined by consecutive years with the district in the position held or in another position in the same sport or activity.
- Up to one (1) year of absence, because of illness, shall not break the consecutive years of service in the position held.
- 12.04** The Board and Association agree that supplemental contracts expire at the conclusion of the season and/or length of the supplemental contract. No further action by the Board for supplemental contracts shall occur except as provided by the above language.
- 12.05** The department head will be paid an additional fifty dollars (\$50.00) per each person in the department (excluding themselves).
- 12.06** At the discretion of the building administrator, the Intervention Assistance Team (IAT) coordinator position may be filled by a certified/licensed staff member assigned to that building. If the supplemental is not offered or filled, these duties will then be the obligation of the building administrator.
- 12.07** Proposals for adding academic club advisor position(s) may follow procedures outlined in Exhibit "E." Clubs should be in existence for one year under the direction of a certified/licensed staff member prior to proposing the academic club advisor position(s).
- 12.08** An athletic trainer will be hired by the Board of Education for Fall, Winter, and Spring sports with attendance at events as prudent.
- 12.09** The supplemental salary schedule in effect in the 2017-18 school year shall reflect a current base salary of \$37,919 and in 2018-19 shall reflect a base salary of \$38,487.

ARTICLE 13 PERSONNEL FILES

- 13.01** An official file containing the following items shall be in the office of the Superintendent of Schools for each teacher:
- 13.01.1 Application for employment, including references;
 - 13.01.2 Copy of the latest individual teacher contract, properly signed;
 - 13.01.3 Ohio teaching certificate/license;
 - 13.01.4 College transcripts and other in-service credits;
 - 13.01.5 Required medical records;
 - 13.01.6 Records of written conferences, together with any written replies thereto;
 - 13.01.7 Performance record to include the principal's or supervisor's appraisal of work and growth according to formal evaluation procedures;
 - 13.01.8 Letters of commendation and certificates of award;
 - 13.01.9 Letters of concern and criticism--right of rebuttal.
- 13.02** Each item in the file shall be dated as to its entrance therein, and as to the date when such item was made.
- 13.03** The official records are maintained as "open files", and any information may be examined by the employee to whom it relates upon request for such opportunity. The employee shall be entitled to a copy of such information from his or her individual file.
- 13.04** No anonymous letter, report, or communication shall be included in the teacher's personnel file.
- 13.05** A teacher shall have a right to review evaluations in his/her file and to make a written reply to any item included in the file.

ARTICLE 14
PROFESSIONAL STAFF COUNCIL

The parties agree that during the term of this Agreement, a Professional Staff Council (consisting of the President of the Association and three (3) additional Association members appointed by the President; and for the administration, the Superintendent and any additional administrators appointed by the Superintendent) will exist.

The Professional Staff Council will meet the third Tuesday of each month unless another day that month is selected by mutual agreement. Topics to be discussed will include terms and conditions of the contract that have been a problem for the Association and/or the Administration.

ARTICLE 15
STUDENT DISCIPLINE AND ASSAULT PROTECTIONS

15.01 ASSAULT ON A TEACHER

- 15.01.1 Assault is understood to be the threat or attempt to harm, or resultant harm, to an employee.
- 15.01.2 Assault on a teacher is a most grievous act. For that reason, the following administrative procedures are to be used:
- 15.01.2.1 Any case of assault on a teacher or his property while in performance of his/her duties shall be promptly reported to the Board. The Board shall render all reasonable assistance to the teacher in connection with the handling of the incident by school, law enforcement, and judicial authorities. This shall include after school actions that are related to school associated problems.
- 15.01.2.2 A complete investigation of the alleged assault shall be conducted by the principal and a report, including recommendations made to the Superintendent. The Superintendent shall review the matter and determine the action, if any, to be taken. This may include referral to legal authorities and/or expulsion from school. Notice of the Superintendent's decision shall be sent to all parties involved.
- 15.01.2.3 When a student returns to school following an expulsion and/or suspension for assaulting a teacher, upon request of the teacher who was assaulted, the student will be placed in another class if a comparable appropriate class placement is available. If the student involved is a student with a disability under the IDEIA or Section 504, any change in the student's schedule that would result in a change in placement must be made in accordance with the proper procedures as set forth in the IDEIA and Section 504.
- 15.01.3 In the case of injury to a teacher, the Worker's Compensation Law of Ohio will apply.

15.02 TEACHER RIGHTS

- 15.02.1 It is recognized that teachers from time to time are confronted with discipline problems. As a result, personal injury may occur. The Board will, to the extent permitted by law, do all possible to reimburse the teacher for any damages to his/her clothing or other personal effects.
- 15.02.2 In the event a complaint against a teacher is brought before the Board, the teacher shall be notified promptly and shall have the right to present a defense before the Board and to be represented. The teacher shall have the right to annex to any written record of such complaint an answer or denial which shall not be separated from such record.

- 15.02.3 The Board of Education shall maintain liability insurance coverage to assist with possible legal action against an individual teacher.
- 15.02.4 The Board of Education shall make efforts to make its buildings and grounds safe and secure.

15.03 STUDENT DISCIPLINE

- 15.03.1 Federal and state law impose numerous restrictions and limitations on student discipline, including suspension, expulsion, and removal.
- 15.03.2 Effective discipline, observance of good order, and respect for the rights of others are necessary so that all pupils may be afforded the opportunity of a quality education.
- 15.03.3 The maintenance of an education environment conducive to student learning is the shared responsibility of the student, teacher, administrator, and parent.
- 15.03.4 Every pupil has the right to learn and develop to his/her maximum potential. The initiation and maintenance of such an educational environment is the shared responsibility of the student, teacher, administration, and parent.
- 15.03.5 In connection with pupils who cannot adjust to the expected educational environment and who habitually disrupt the learning opportunities of other students, the teacher may recommend that the administrator refer the student to the proper school/community agencies so they may receive suitable assistance in conforming their behaviors to those expected in a school setting.
- 15.03.6 Consistent with the state and federal law, teachers shall be entitled to access to pertinent information about the status of students in their classrooms where such information could aid the teacher in better understanding and working with the individual student.
- 15.03.7 A teacher shall refer to the principal or the principal's representative, for appropriate action, any student who seriously interferes with the learning opportunities of other children in the classroom, or who fails to comply with a teacher's reasonable directive in any school setting. The teacher will communicate in writing or in cases of emergency, in person, the nature of the problem, and any steps the teacher has taken to remediate the problem, to the appropriate administrator. The teacher will be advised of the principal's disposition of the matter. If a teacher is dissatisfied with the disposition, he/she may raise the concern with the Superintendent or designee after first conferring with the building principal.
- 15.03.8 Verbal attack on a teacher may be grounds for suspension and expulsion.
- 15.03.9 Teachers shall be afforded the chance to offer recommendations regarding the student code of conduct.

15.03.10 Teachers and their building administration will work collaboratively to help create more effective educational environments for student learning and better, more consistent and effective student discipline strategies for the Chardon Schools.

ARTICLE 16
LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)

- 16.01** The Chardon Local Schools will maintain one LPDC having a district-wide scope. The LPDC will have at least eight (8) members but as many as nine (9) members comprised of three (3) administrators representing Central Office and Building Principals and at least five (5) but as many as six (6) bargaining unit members including one High School, one Middle School, one Elementary, one or two member-at-large, and one CEA Executive officer. Every building in the district should have at least one LPDC representative.
- 16.02** The membership of the LPDC will annually elect a chairperson, assistant chairperson and secretary from its membership. The chairperson will preside over each meeting. The chairperson's signature will validate the LPDC's decisions. A record of each meeting's proceedings will be taken by the secretary and stored in the Superintendent's office. Additionally, LPDC and license seeking members of CLSD will use an online form management system to track and gain approval of IPDP's and contact hours. This system, in conjunction with meeting minutes, serve as record of LPDC actions concerning IPDP's and contact hours.
- 16.03** Administrative vacancies will be filled by the appointment of the Superintendent. Bargaining unit member vacancies will be filled by appointment of the Association President according to the constitutional guidelines of the Association.
- 16.04** LPDC members will serve two-year terms.
- 16.05** A quorum shall be six of the eight members in order to conduct LPDC business, including all decisions affecting the status of IPDPs, revisions of IPDPs and/or CEU proposals. The LPDC shall act only by resolution voted upon by the LPDC and recorded in its minutes, such resolution having received a recorded affirmative vote by a quorum of its membership; except for amendment or adoption of bylaws, which shall require a three-fourths majority of its full membership.
- 16.06** The LPDC shall meet once monthly and at other times as it may determine. All meetings of the LPDC shall be public meetings. All records of the LPDC shall be public records. Minutes of meetings and records of actions and proceedings of the LPDC shall be prepared and maintained in compliance with the Sunshine Law [RC 121.22(B)(a)].
- 16.07** An hourly stipend of twenty-five dollars (\$25.00) will be paid to each LPDC member. Partial hours will be rounded up to the nearest one-half hour.
- 16.08** The duties of the LPDC shall be strictly limited to the review and approval of professional development plans for renewal of 5 year licenses as specified in Ohio Law governing such committees; and to the adoption and amendment of its bylaws. The LPDC shall adopt bylaws governing its operations and reflecting the mission of the LPDC, all policies as are required by law for providing notice of meetings of committees of public bodies and a policy for appeal as described herein. Such policies must be adopted by the LPDC prior to any action related to licensure. The LPDC shall report on its actions in a prompt and timely manner to the Chardon Board of Education.

- 16.09** The bylaws of the LPDC shall include provisions for the appeal of LPDC decisions denying the approval of professional development plans. Such appeal provisions shall include methods for the designation of an independent hearing process to hear and decide such appeals. The appeals process provided in LPDC bylaws shall not preclude any appeals process established under state law, but must be the one first pursued. A decision of the LPDC or of any body that hears an appeal shall not be subject, in whole or in part, to any portion of the grievance procedure set forth in the negotiated agreement.
- 16.10** The LPDC shall have no duties other than those explicitly stated herein. In exercise of such duties, actions of the LPDC shall be limited in scope by, and must be consistent with, the adopted policies of the Chardon School District Board of Education.
- 16.11** No action of the LPDC shall bind the Chardon School District in any manner that may be contrary to any provision of the negotiated agreement, this policy, other Board policy or any law or regulation governing the operation of public school districts. No action of the LPDC shall bind the Chardon School District in any manner that may affect bargaining terms and conditions of employment. No action of the LPDC shall bind the Chardon School District in any manner that may be construed as requiring the expenditure of any funds without express prior approval of the Chardon School District Board of Education.
- 16.12** The LPDC may act to create subcommittees of limited duration and for specific purposes set forth in the action. Such subcommittees shall act in an advisory capacity only and may not take any action, and shall be subject to all laws and policies governing the LPDC, and all requirements created by such subcommittees shall be records of the LPDC.
- 16.13** Members of the LPDC shall be indemnified for action related to the proper performance of their duties as members of the LPDC, should such indemnification be permissible under the school district's liability plan. The Chardon School District shall not assume responsibility for any liability not covered under such plan nor deriving from improper performance of duty.

ARTICLE 17
MASTER TEACHER PROGRAM

- 17.01 Master Teacher Program Committee (MTPC) will consist of five (5) members. Three (3) committee members shall be Chardon Local Schools teachers, represent each building level whenever possible and be appointed by the Association President. Two (2) members shall be administrators representing Central Office and Building Principals appointed by the Superintendent. Committee members shall serve minimum of two (2) year terms. Whenever possible, committee members should be present or past holders of National Board Certification or have been recognized as an Ohio Master Teacher.
- 17.02 Master Teacher Program Committee will meet to assess teacher applications for this distinction according to the requirements outlined by SB2 and the Ohio Educators Standards Board. All meetings will be posted and minutes of the meetings and records of actions and proceedings of the MTPC shall be prepared and maintained in compliance with the Sunshine Laws [ORC 121.22(B)(a)]. The Committee will set the meeting calendar as beneficial to completing requirements of the Program.
- 17.03 For meetings held outside the contract day, an hourly stipend of twenty-five dollars (\$25) will be paid to each MTPC member. Partial hours will be rounded up to the nearest one-half (1/2) hour. Committee members requiring training or program updates on the MTP shall be granted necessary professional leave and reimbursed for their business and travel expenses.
- 17.04 The duties of the MTPC shall be strictly limited to the review and approval of applications for Ohio Master Teacher as outlined by the Ohio Educators Standards Board.
- 17.05 The MTPC will establish an appropriate appeals process. MTP candidates may appeal on the grounds they believe the processes and procedures outlined in the application process were not followed. No appeals will be considered based on scoring of the candidate's application.
- 17.06 No action of the MTPC shall bind the Chardon Local School District in any manner that may be contrary to any provision of the negotiated agreement, this policy, other Board policy or any law or regulation governing the operation of public school districts. No action of the MTPC shall bind the Chardon Local School District in any manner that may affect bargaining terms and conditions of employment. No action of the MTPC shall bind the Chardon Local School District in any manner that may be construed as requiring the expenditure of any funds without express prior approval of the Chardon Board of Education.
- 17.07 Members of the MTPC shall be indemnified for action related to the proper performance of their duties as members of the MTPC, should such indemnification be permissible under the school district's liability plan. The Chardon Board of Education shall not assume responsibility for any liability not covered under such plan nor deriving from improper performance of duty.

ARTICLE 18 RESIDENT EDUCATOR PROGRAM (REP)

18.01 Teacher Participants

Teachers who are deemed eligible under the current Resident Educator Program requirements are required to participate in an entry-level mentoring program. As part of the entry-level program, a certified Mentor or Facilitator will be assigned by the building principal/Lead Mentor to provide professional support. The mentee shall remain in the REP for the duration of their Provisional/Resident Educator license.

Definition of Terms

Lead Mentor: Coordinates the work of all Mentors to ensure support of REP-eligible teachers.

Mentor: Individual assigned to each mentee to ensure completion of Year 1 and Year 2 REP activities.

Facilitator: Individuals assigned to support mentee in Year 3 and/or Year 4 of the REP and prepare Resident Educator for successful completion of Resident Educator Summative Assessment.

18.02 Lead Mentor Criteria

18.02.1 Eligibility as Lead Mentor

The bargaining unit member who serves as the Lead Mentor must meet the following criteria to be eligible for the supplemental:

1. Have at least five (5) years of successful teaching experience in Chardon Local Schools,
2. Have completed a state-approved training program,
3. Hold a valid Permanent Certificate or 5-Year Professional License, or 2-year Provisional License that has been renewed two or more times; and,
4. Be selected by the Superintendent based on application to the supplemental job posting.

18.02.2 Eligibility as Mentor or Facilitator

Bargaining unit members must meet the following criteria to be eligible for the supplemental as Mentor or Facilitator:

1. Have at least five (5) years of successful teaching experience in Chardon Local Schools,
2. Have completed or plan to complete a state-approved training program,
3. Hold a valid Permanent Certificate or 5-Year Professional License, or 2-year Provisional License that has been renewed two or more times; and,

4. Be selected by the Superintendent based on application to the supplemental job posting.

18.02.3 REP Requirements

Bargaining unit members who serve as the Lead Mentor, Mentors, or Facilitators must meet the following requirements:

- a. Use a state-approved instrument as a professional development instrument, including observations and follow-up meetings with assigned mentee(s).
- b. The Lead Mentor, Mentors, Facilitator and Superintendent/Designee together compose the Resident Educator Committee, with the Lead Mentor as the Chairperson.
- c. Attend a district orientation meeting with their mentees, and regularly-scheduled mentor meetings to discuss the mentoring process. Regular meetings will be called by the Lead Mentor. Mentors and Guides may be required to attend additional special meetings as called by the Lead Mentor. Meetings should be completed within a reasonable time frame at an hourly stipend of twenty-five dollars (\$25) per hour; partial hours rounded up to the nearest one-half (1/2) hour.
- d. Work collaboratively with the Superintendent/Designee in the implementation of the mentor program.

18.03 Application and Assignment Process

Positions for Lead Mentor, and Mentor shall be posted as a supplemental according to district policy, with the Lead Mentor maintaining the current list of eligible teachers in the Mentor Teacher Pool.

- a. Assignment to a new teacher mentee is not guaranteed from year to year, so qualified mentors must re-apply every year through the supplemental job posting process. The Lead Mentor and building principals collaborate in assigning mentees with compatible Mentors or Facilitators.
- b. Effective in the 2014-15 school year, Mentors may request the assignment of no more than two (2) mentees per school year, unless mutually agreed upon by the parties. When possible, no Mentor will be assigned to two (2) mentees who are teaching under a Provisional License or Resident Educator License.
- c. The Lead Mentor may not be assigned a mentee, but may serve as a mentor on a temporary basis when necessary.

18.04 Evaluation & Privacy

Mentors shall not participate in the Administrator's evaluation of any mentee, nor shall Mentors make any recommendation regarding the continued employment of the teacher. Information from any written documentation or from confidential mentor/mentee discussions is not privy to anyone without the mentee's approval.

18.05 Compensation and Release Time

- 18.05.1 The Lead Mentor shall earn \$750 per school year, each Mentor shall earn \$750 per assigned mentee, and each Facilitator shall earn \$300 per mentee. If the mentor serves in the position for less than one (1) school year, the stipend will be paid commensurate with time served in the position.
- 18.05.2 Release time will be provided to accommodate observations, collaboration, and professional development. The Lead Mentor and all Mentors will be provided up to two (2) release days (in half-day increments) per year per mentee, subject to approval by the respective building principal(s). Additional release time may be granted at the Superintendent's discretion.
- 18.05.3 Mentees will be provided up to two (2) release days per year (in half-day increments) to meet their responsibilities of the mentoring program, subject to approval by the respective building principal(s)

18.06 Conflict Resolution

If the Building Principal, Lead Mentor, Mentor, Facilitator or mentee determine the Mentor/-mentee situation is no longer constructive and/or appropriate and the concern is not resolved satisfactorily, the concern will be reviewed by the Building Principal who, upon consideration of the recommendations of the Lead Mentor, may end the Mentor's appointment. In that event, the Mentor/Facilitator shall be compensated for the portion of the school year s/he had served. The Building Principal may assign another Mentor to complete the service with the mentee. The Superintendent/Designee will intervene in any conflicts not resolved by this procedure.

18.07 Guide Program for Experienced Staff New to Chardon Local Schools

All teachers new to the Chardon Local Schools with previous teaching experience and not otherwise required to participate in the REP will be assigned a departmental teaching colleague to provide professional support. A Guide may also be assigned to this type of teacher on a case-by-case basis. A Guide and the mentee may participate in all applicable activities outlined in the REP. Guides will be compensated at the rate of \$300 per mentee.

ARTICLE 19
FORM, EFFECT, AND DURATION

19.01 EFFECT AND DURATION

- 19.01.1 This contract shall be in effect as of August 1, 2017 through July 31, 2019.
- 19.01.2 The Board and Association agree that on or before March 15, 2019, the respective negotiating teams of this negotiated agreement shall examine this negotiated agreement; and if mutually agreed it shall be extended for up to an additional three (3) years with appropriate modifications.
- 19.01.3 This Agreement constitutes the entire agreement between the parties, and it supersedes all prior and contemporaneous understanding (written or oral) not specifically incorporated herein. No change in a specific term of this Agreement shall be made during the life of this Agreement except by mutual written agreement.

19.02 SEVERABILITY

This Agreement reserving the rights of Association members and the rights to the Board of Education shall prevail over any state laws and/or regulations, local resolutions and/or ordinances to the contrary except where specifically prohibited by state law. If any provision of this contract or any application of this contract to any employee or group of employees shall be found to be contrary to law, in a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

19.03 Negotiations for a successor contract shall be in accordance with Article 1, Section 1.03, of this contract unless it is mutually agreed upon to negotiate under a different procedure.

19.04 The following signatures bear witness and establish this Agreement effective August 1, 2017 through July 31, 2019 inclusive.

**FOR THE CHARDON LOCAL
SCHOOLS BOARD OF EDUCATION**

**FOR THE CHARDON ASSOCIATION
OF CLASSIFIED EMPLOYEES (CACE)**

BY: Karen Byrnes 6-18-17
President Date

BY: Anna Agli 6/17/17
President Date

BY: Michael B. King 6-17-17
Superintendent Date

BY: Tracey Best 7-20-17
Labor Relations Consultant Date

BY: Ashley Brudner 6/17/17
Treasurer Date

BY: Carrie Thomas 8/1/17
Date

**CHARDON LOCAL SCHOOLS
CERTIFICATED/LICENSED SALARY SCHEDULE**

Salary schedule for all teachers and professional employees not covered under other salary provisions of the Chardon Local School District effective 2017-2018.

Base Salary		B.A.	BA+18	BA+30	M.A.	MA+18	MA+30	Ph.D.
\$37,918.50		1.00	1.04	1.08	1.12	1.16	1.20	1.24
2% of Base		0.03	0.03	0.03	0.03	0.03	0.03	0.03
Years of Exp.	Step							
0	0	37,919	39,435	40,952	42,469	43,985	45,502	47,019
1	1	39,435	40,952	42,469	44,365	45,881	47,398	48,915
2	2	40,952	42,469	43,985	46,261	47,777	49,294	50,811
3	3	42,469	43,985	45,502	48,156	49,673	51,190	52,707
4	4	43,985	45,502	47,019	50,052	51,569	53,086	54,603
5	5	45,502	47,019	48,536	51,948	53,465	54,982	56,499
6	6	47,019	48,536	50,052	53,844	55,361	56,878	58,394
7	7	48,536	50,052	51,569	55,740	57,257	58,774	60,290
8	8	50,052	51,569	53,086	57,636	59,153	60,670	62,186
9	9	51,569	53,086	54,603	59,532	61,049	62,566	64,082
10	10	53,086	54,603	56,119	61,428	62,945	64,461	65,978
11	11	54,603	56,119	57,636	63,324	64,841	66,357	67,874
12	12	56,119	57,636	59,153	65,220	66,737	68,253	69,770
13	13	57,636	59,153	60,670	67,116	68,632	70,149	71,666
14	14	<u>59,153</u>	<u>60,670</u>	62,186	69,012	70,528	72,045	73,562
15	15			63,703	70,908	72,424	73,941	75,458
16	16			<u>65,220</u>	<u>72,804</u>	<u>74,320</u>	<u>75,837</u>	<u>77,354</u>

NOTE: Salaries in bold, underlined type are TENURE levels only.

All hours to be semester hours.

**CHARDON LOCAL SCHOOLS
CERTIFICATED/LICENSED SALARY SCHEDULE**

Salary schedule for all teachers and professional employees not covered under other salary provisions of the Chardon Local School District effective July 1, 2018 through December 31, 2018.

Base Salary		B.A.	BA+18	BA+30	M.A.	MA+18	MA+30	Ph.D.
\$38,297.69		1.00	1.04	1.08	1.12	1.16	1.20	1.24
1% of Base		0.03	0.03	0.03	0.03	0.03	0.03	0.03
Years of Exp.	Step							
0	0	38,298	39,830	41,362	42,893	44,425	45,957	47,489
1	1	39,830	41,362	42,893	44,808	46,340	47,872	49,404
2	2	41,362	42,893	44,425	46,723	48,255	49,787	51,319
3	3	42,893	44,425	45,957	48,638	50,170	51,702	53,234
4	4	44,425	45,957	47,489	50,553	52,085	53,617	55,149
5	5	45,957	47,489	49,021	52,468	54,000	55,532	57,064
6	6	47,489	49,021	50,553	54,383	55,915	57,447	58,978
7	7	49,021	50,553	52,085	56,298	57,830	59,361	60,893
8	8	50,553	52,085	53,617	58,212	59,744	61,276	62,808
9	9	52,085	53,617	55,149	60,127	61,659	63,191	64,723
10	10	53,617	55,149	56,681	62,042	63,574	65,106	66,638
11	11	55,149	56,681	58,212	63,957	65,489	67,021	68,553
12	12	56,681	58,212	59,744	65,872	67,404	68,936	70,468
13	13	58,212	59,744	61,276	67,787	69,319	70,851	72,383
14	14	<u>59,744</u>	<u>61,276</u>	62,808	69,702	71,234	72,766	74,298
15	15			64,340	71,617	73,149	74,680	76,212
16	16			<u>65,872</u>	<u>73,532</u>	<u>75,063</u>	<u>76,595</u>	<u>78,127</u>

NOTE: Salaries in bold, underlined type are TENURE levels only.

All hours to be semester hours.

**CHARDON LOCAL SCHOOLS
CERTIFICATED/LICENSED SALARY SCHEDULE**

Salary schedule for all teachers and professional employees not covered under other salary provisions of the Chardon Local School District effective January 1, 2019 through June 30, 2019.

Base Salary		B.A.	BA+18	BA+30	M.A.	MA+18	MA+30	Ph.D.
\$38,487.28		1.00	1.04	1.08	1.12	1.16	1.20	1.24
0.5% of Base		0.03	0.03	0.03	0.03	0.03	0.03	0.03
Years of Exp.	Step							
0	0	38,487	40,027	41,566	43,106	44,645	46,185	47,724
1	1	40,027	41,566	43,106	45,030	46,570	48,109	49,649
2	2	41,566	43,106	44,645	46,954	48,494	50,033	51,573
3	3	43,106	44,645	46,185	48,879	50,418	51,958	53,497
4	4	44,645	46,185	47,724	50,803	52,343	53,882	55,422
5	5	46,185	47,724	49,264	52,728	54,267	55,807	57,346
6	6	47,724	49,264	50,803	54,652	56,191	57,731	59,270
7	7	49,264	50,803	52,343	56,576	58,116	59,655	61,195
8	8	50,803	52,343	53,882	58,501	60,040	61,580	63,119
9	9	52,343	53,882	55,422	60,425	61,965	63,504	65,043
10	10	53,882	55,422	56,961	62,349	63,889	65,428	66,968
11	11	55,422	56,961	58,501	64,274	65,813	67,353	68,892
12	12	56,961	58,501	60,040	66,198	67,738	69,277	70,817
13	13	58,501	60,040	61,580	68,122	69,662	71,201	72,74
14	14	<u>60,040</u>	<u>61,580</u>	63,119	70,047	71,586	73,126	74,665
15	15			64,659	71,971	73,511	75,050	76,590
16	16			<u>66,198</u>	<u>73,896</u>	<u>75,435</u>	<u>76,975</u>	<u>78,514</u>

**** Additional base increase is 0.5% of 2017-2018 salary. Results in a cumulative effect of 1.5% base increase over 2017-2018 salary.**

NOTE: Salaries in bold, underlined type are TENURE levels only.

All hours to be semester hours.

**CHARDON LOCAL SCHOOLS
CERTIFICATED/LICENSED SALARY SCHEDULE**

Salary schedule for all teachers and professional employees not covered under other salary provisions of the Chardon Local School District effective with the school year 2002-03.

Base Salary	Non Degree	B.A.	BA+18	BA+30	M.A.	MA+18	MA+30	Ph.D.
% of Base	.89	1.00	1.04	1.08	1.12	1.16	1.20	1.24
%Inc.to Base	.03	0.04	0.04	0.04	0.05	0.05	0.05	0.05

Years

of

Exp. Step

0	0	0.89	1.00	1.04	1.08	1.12	1.16	1.20	1.24
1	1	0.92	1.04	1.08	1.12	1.17	1.21	1.25	1.29
2	2	0.95	1.08	1.12	1.16	1.22	1.26	1.30	1.34
3	3	0.98	1.12	1.16	1.20	1.27	1.31	1.35	1.39
4	4	1.01	1.16	1.20	1.24	1.32	1.36	1.40	1.44
5	5	1.04	1.20	1.24	1.28	1.37	1.41	1.45	1.49
6	6	1.07	1.24	1.28	1.32	1.42	1.46	1.50	1.54
7	7	1.10	1.28	1.32	1.36	1.47	1.51	1.55	1.59
8	8	1.13	1.32	1.36	1.40	1.52	1.56	1.60	1.64
9	9		1.36	1.40	1.44	1.57	1.61	1.65	1.69
10	10		1.40	1.44	1.48	1.62	1.66	1.70	1.74
11	11		1.44	1.48	1.52	1.67	1.71	1.75	1.79
12	12		1.48	1.52	1.56	1.72	1.76	1.80	1.84
13	13		1.52	1.56	1.60	1.77	1.81	1.85	1.89
14	14		<u>1.56**</u>	<u>1.60**</u>	1.64	1.82	1.86	1.90	1.94
15	15				1.68	1.87	1.91	1.95	1.99
16	16				<u>1.72**</u>	<u>1.92**</u>	<u>1.96**</u>	<u>2.00**</u>	<u>2.04**</u>

Salaries in bold, **underlined type are TENURE levels only.

All hours to be semester hours.

**CHARDON LOCAL SCHOOL DISTRICT
SUPPLEMENTAL SALARY SCHEDULE
2017-2019**

	BLDG or GRADES	Factor	2017-18 Base Salary 37,918.50			2018-2019 Base Salary 38,487.28		
			0-2 Yrs.	3-5 Yrs.	6+ Yrs.	0-2 Yrs.	3-5 Yrs.	6+ Yrs.
			1.00	1.03	1.03	1.00	1.03	1.03
DEPARTMENT HEADS								
Art	K-12	0.053608	2,033	2,094	2,157	2,063	2,125	2,189
Business Ed./Technology	9-12	0.053608	2,033	2,094	2,157	2,063	2,125	2,189
English (x2)	6-8, 9-12	0.053608	2,033	2,094	2,157	2,063	2,125	2,189
Family & Consumer Science	7-12	0.053608	2,033	2,094	2,157	2,063	2,125	2,189
Foreign Language	7-12	0.053608	2,033	2,094	2,157	2,063	2,125	2,189
Guidance	K-12	0.053608	2,033	2,094	2,157	2,063	2,125	2,189
Health & Phys. Ed.	K-12	0.053608	2,033	2,094	2,157	2,063	2,125	2,189
Health Services	K-12	0.053608	2,033	2,094	2,157	2,063	2,125	2,189
Library Media	K-12	0.053608	2,033	2,094	2,157	2,063	2,125	2,189
Math (x2)	6-8, 9-12	0.053608	2,033	2,094	2,157	2,063	2,125	2,189
Music	K-12	0.053608	2,033	2,094	2,157	2,063	2,125	2,189
Reading	6-8	0.053608	2,033	2,094	2,157	2,063	2,125	2,189
Resident Educator Lead Mentor	K-12	\$750.00						
Resident Educator Mentor	K-12	\$750.00						
Resident Educator Facilitator	K-12	\$300.00						
Science (x2)	6-8, 9-12	0.053608	2,033	2,094	2,157	2,063	2,125	2,189
Social Studies (x2)	6-8, 9-12	0.053608	2,033	2,094	2,157	2,063	2,125	2,189
Special Education (x3)	K-5, 6-8, 9-12	0.053608	2,033	2,094	2,157	2,063	2,125	
Elem. Curriculum Advisor (x 4 as needed)	Ha, Ma, Mu, Pa	0.039216	1,487	1,532	1,578	1,509	1,555	1,601
Intervention Assistant. Team Coord. (x6)	CHS, CMS, Ha, Ma, Mu, Pa	0.053608	2,033	2,094	2,157	2,053	2,115	2,178
Technology Coordinator (x4)	Ha, Ma, Mu, Pa	0.073000	2,768	2,851	2,937	2,796	2,880	2,966
Technology Coordinator (x2)	6-8	0.082000	3,109	3,203	3,299	3,140	3,235	3,332
Technology Coordinator (x2)	9-12	0.091000	3,451	3,554	3,661	3,502	3,607	3,716
ADVISORS (CLUBS)								
AC4P (co-curricular)	9-12	0.069801	2,647	2,726	2,808	2,686	2,767	2,850
Academic Challenge and Decathlon Advisor	9-12	0.039216	1,487	1,532	1,578	1,509	1,555	1,601
Environthon Advisor		0.039216	1,487	1,532	1,578	1,509	1,555	1,601
AFS Advisor (American Field Studies)	9-12	0.023765	901	928	956	915	942	970

**CHARDON LOCAL SCHOOL DISTRICT
SUPPLEMENTAL SALARY SCHEDULE
2017-2019**

	BLDG or GRADES	Factor	2017-18 Base Salary 37,918.50			2018-2019 Base Salary 38,487.28		
			0-2 Yrs.	3-5 Yrs.	6+ Yrs.	0-2 Yrs.	3-5 Yrs.	6+ Yrs.
			1.00	1.03	1.03	1.00	1.03	1.03
Band Camp - Assoc. Band Director (x2)	9-12	0.016627	630	649	669	640	659	679
Band Camp, Auxiliary Unit Advisor	9-12	0.012353	468	482	497	475	490	504
Band Director, One Week Camp	9-12	0.118745	4,503	4,638	4,777	4,570	4,707	4,848
Band Director Assistant Marching Band	9-12	0.032078	1,216	1,253	1,290	1,235	1,272	1,310
Concert Band (co-curricular)	9-12	0.029647	1,124	1,158	1,193	1,141	1,175	1,211
Concert Band Assistant	9-12	0.016863	639	659	678	649	668	689
Choir (co-curricular)	9-12	0.029647	1,124	1,158	1,193	1,141	1,175	1,211
Accompanist	9-12	0.008746	332	342	352	337	347	357
Band (co-curricular)	6-8	0.026392	1,001	1,031	1,062	1,016	1,046	1,078
Choir (co-curricular)	6-8	0.026392	1,001	1,031	1,062	1,016	1,046	1,078
Accompanist	6-8	0.008746	332	342	352	337	347	357
Class Advisor - Freshman	9-12	0.008266	313	323	333	318	328	338
Class Advisor - Sophomore	9-12	0.008266	313	323	333	318	328	338
Class Advisor - Junior	9-12	0.031219	1,184	1,219	1,256	1,202	1,238	1,275
Class Advisor - Senior	9-12	0.031219	1,184	1,219	1,256	1,202	1,238	1,275
Drama Fall Play - Director	9-12	0.086039	3,262	3,360	3,461	3,311	3,411	3,513
Drama Fall Play - Assistant Director	9-12	0.026392	1,001	1,031	1,062	1,016	1,046	1,078
Drama Fall Play- Technical Director	9-12	0.040373	1,531	1,577	1,624	1,554	1,600	1,648
Drama Fall Play - Costumes Coordinator	9-12	0.026392	1,001	1,031	1,062	1,016	1,046	1,078
Drama Fall Play - Sound Coordinator	9-12	0.026392	1,001	1,031	1,062	1,016	1,046	1,078
Drama Fall Play - Business Coordinator	9-12	0.026392	1,001	1,031	1,062	1,016	1,046	1,078
Drama Fall Play - Lighting	9-12	0.026392	1,001	1,031	1,062	1,016	1,046	1,078
Drama Spring Musical - Director (x2)	9-12	0.086039	3,262	3,360	3,461	3,311	3,411	3,513
Drama Spring Musical - Assistant Director	9-12	0.026392	1,001	1,031	1,062	1,016	1,046	1,078
Drama Spring Musical - Technical Director	9-12	0.040373	1,531	1,577	1,624	1,554	1,600	1,648

**CHARDON LOCAL SCHOOL DISTRICT
SUPPLEMENTAL SALARY SCHEDULE
2017-2019**

	BLDG or GRADES	Factor	2017-18 Base Salary 37,918.50			2018-2019 Base Salary 38,487.28		
			0-2 Yrs.	3-5 Yrs.	6+ Yrs.	0-2 Yrs.	3-5 Yrs.	6+ Yrs.
			1.00	1.03	1.03	1.00	1.03	1.03
Drama Spring Musical - Choreographer	9-12	0.026392	1,001	1,031	1,062	1,016	1,046	1,078
Drama Spring Musical - Costumes Coordinator	9-12	0.026392	1,001	1,031	1,062	1,016	1,046	1,078
Drama Spring Musical - Sound Coordinator	9-12	0.026392	1,001	1,031	1,062	1,016	1,046	1,078
Drama Spring Musical - Business Coordinator	9-12	0.026392	1,001	1,031	1,062	1,016	1,046	1,078
Drama Spring Musical - Pit Band Director	9-12	0.032078	1,216	1,253	1,290	1,235	1,272	1,310
Drama Spring Musical - Lighting	9-12	0.026392	1,001	1,031	1,062	1,016	1,046	1,078
Free Harmony Director	9-12	0.053608	2,033	2,094	2,157	2,063	2,125	2,189
Free Harmony Choreographer	9-12	0.030067	1,140	1,174	1,210	1,157	1,192	1,228
French Club Advisor	9-12	0.008000	303	312	322	308	317	327
Jazz Band Director	9-12	0.044471	1,686	1,737	1,789	1,712	1,763	1,816
Jazz Band Director	6-8	0.029647	1,124	1,158	1,193	1,141	1,175	1,211
Jazz Dancers Advisor	6-8	0.029647	1,124	1,158	1,193	1,141	1,175	1,211
Newspaper Advisor (plus class)	9-12	0.039216	1,487	1,532	1,578	1,509	1,555	1,601
National Honor Society Advisor	9-12	0.023765	901	928	956	915	942	970
National Honor Society Advisor	6-8	0.023765	901	928	956	915	942	970
One Act Play Director	9-12	0.032072	1,216	1,253	1,290	1,234	1,271	1,310
One Act Play Technical Director	9-12	0.009621	365	376	387	370	381	393
Physics Club Advisor	9-12	0.008000	303	312	322	308	317	327
Physics Olympics Advisor	9-12	0.016863	639	659	678	649	668	689
Power of the Pen Advisor	6-8	0.016863	639	659	678	649	668	689
Project Support Advisor	9-12	0.024471	928	956	984	942	970	999
Robotics Club Advisor	6-8, 9-12	0.016863	639	659	678	649	668	689
Safety Patrol Advisor	Ma, Mu, Pa	0.016863	639	659	678	649	668	689
Science Olympiad Advisor	6-8, 9-12	0.016863	639	659	678	649	668	689
Spanish Club Advisor	9-12	0.008000	303	312	322	308	317	327
Student Council Advisor	9-12	0.039216	1,487	1,532	1,578	1,509	1,555	1,601
Student Council Advisor	6-8	0.029882	1,133	1,167	1,202	1,150	1,185	1,220
Student Council	K-5	0.012353	468	482	497	475	490	504

**CHARDON LOCAL SCHOOL DISTRICT
SUPPLEMENTAL SALARY SCHEDULE
2017-2019**

	BLDG or GRADES	Factor	2017-18 Base Salary 37,918.50			2018-2019 Base Salary 38,487.28		
			0-2 Yrs. 1.00	3-5 Yrs. 1.03	6+ Yrs. 1.03	0-2 Yrs. 1.00	3-5 Yrs. 1.03	6+ Yrs. 1.03
Teen Institute Advisor	9-12	0.025000	948	976	1,006	962	991	1,021
Teen Institute Advisor	6-8	0.016863	639	659	678	649	668	689
Thespian Club Advisor	9-12	0.027540	1,044	1,076	1,108	1,060	1,092	1,124
Topperette & Color Guard Advisor	9-12	0.034000	1,289	1,328	1,368	1,309	1,348	1,388
Yearbook Advisor (plus class)	9-12	0.078431	2,974	3,063	3,155	3,019	3,109	3,202
Yearbook Advisor	6-8	0.039216	1,487	1,532	1,578	1,509	1,555	1,601
ATHLETIC DEPARTMENT								
Athletic Director - High School	9-12	0.266000	10,086	10,389	10,701	10,238	10,545	10,861
Athletic Director - Middle School	6-8	0.180000	6,825	7,030	7,241	6,928	7,136	7,350
Cheerleading - Head Advisor	9-12	0.090863	3,445	3,549	3,655	3,497	3,602	3,710
Cheerleading - Assistant Advisor	9-12	0.047059	1,784	1,838	1,893	1,811	1,866	1,921
Cheerleading - Advisor, Football	6-8	0.033176	1,258	1,296	1,335	1,277	1,315	1,355
Cheerleading - Advisor, Basketball	6-8	0.033176	1,258	1,296	1,335	1,277	1,315	1,355
Faculty Manager	9-12	0.110000	4,171	4,296	4,425	4,234	4,361	4,491
Co-Curricular - Summer	9-12	0.003461	131	135	139	133	137	141
Training and Conditioning Advisor - fall	9-12	0.022200	842	867	893	854	880	906
Training and Conditioning Advisor - winter	9-12	0.022200	842	867	893	854	880	906
Training and Conditioning Advisor - spring	9-12	0.022200	842	867	893	854	880	906
Training and Conditioning Advisor - summer a.m.	9-12	0.010000	379	391	402	385	396	408
Training and Conditioning Advisor - summer p.m.	9-12	0.015000	569	586	603	577	595	612
FALL SPORTS								
Cross Country - Head Coach, Boys	9-12	0.112157	4,253	4,380	4,512	4,317	4,446	4,579
Cross Country - Head Coach, Girls	9-12	0.112157	4,253	4,380	4,512	4,317	4,446	4,579
Cross Country - Assistant Coach, Boys when roster exceeds 25)	9-12	0.066353	2,516	2,591	2,669	2,554	2,630	2,709
Cross Country - Assistant Coach, Girls when roster exceeds 25)	9-12	0.066353	2,516	2,591	2,669	2,554	2,630	2,709
Cross Country - Head Coach, Girls – as needed	7-8	0.066353	2,516	2,591	2,669	2,554	2,630	2,709
Cross Country - Head Coach	6-8	0.066353	2,516	2,591	2,669	2,554	2,630	2,709

**CHARDON LOCAL SCHOOL DISTRICT
SUPPLEMENTAL SALARY SCHEDULE
2017-2019**

	BLDG or GRADES	Factor	2017-18 Base Salary 37,918.50			2018-2019 Base Salary 38,487.28		
			0-2 Yrs.	3-5 Yrs.	6+ Yrs.	0-2 Yrs.	3-5 Yrs.	6+ Yrs.
			1.00	1.03	1.03	1.00	1.03	1.03
Football - Head Coach	9-12	0.193059	7,321	7,540	7,766	7,430	7,653	7,883
Football - Asst. Coach (x7)	9-12	0.112157	4,253	4,380	4,512	4,317	4,446	4,579
Football - Head Coach	7	0.121297	4,599	4,737	4,880	4,668	4,808	4,953
Football - Head Coach	8	0.121297	4,599	4,737	4,880	4,668	4,808	4,953
Football - Asst. Coach (x2)	6-8	0.112157	4,253	4,380	4,512	4,317	4,446	4,579
Football - Preseason Head Coach	9-12	0.036275	1,375	1,417	1,459	1,396	1,438	1,481
Football - Preseason Asst. Coach (x8)	9-12	0.019608	744	766	789	755	777	801
Football - Preseason Asst. Coach CMS (x4)	7-8	0.019608	744	766	789	755	777	801
Golf - Head Coach, Boys	9-12	0.082314	3,121	3,215	3,311	3,168	3,263	3,361
Golf - Head Coach, Girls	9-12	0.082314	3,121	3,215	3,311	3,168	3,263	3,361
Golf - Asst. Coach	9-12	0.066353	2,516	2,591	2,669	2,554	2,630	2,709
Soccer - Head Coach, Boys	9-12	0.112157	4,253	4,380	4,512	4,317	4,446	4,579
Soccer - Asst. Coach, Boys	9-12	0.082314	3,121	3,215	3,311	3,168	3,263	3,361
Soccer - Preseason Head Coach, Boys	9-12	0.008746	332	342	352	337	347	357
Soccer - Preseason Asst. Coach, Boys	9-12	0.008746	332	342	352	337	347	357
Soccer - Head Coach, Girls	9-12	0.112157	4,253	4,380	4,512	4,317	4,446	4,579
Soccer - Asst. Coach, Girls	9-12	0.082314	3,121	3,215	3,311	3,168	3,263	3,361
Soccer - Preseason Head Coach, Girls	9-12	0.008746	332	342	352	337	347	357
Soccer - Preseason Asst. Coach, Girls	9-12	0.008746	332	342	352	337	347	357
Tennis - Head Coach, Girls	9-12	0.082314	3,121	3,215	3,311	3,168	3,263	3,361
Tennis - Asst. Coach, Girls	9-12	0.066353	2,516	2,591	2,669	2,554	2,630	2,709
Volleyball - Head Coach	9-12	0.112157	4,253	4,380	4,512	4,317	4,446	4,579
Volleyball - Asst. Coach	9-12	0.082314	3,121	3,215	3,311	3,168	3,263	3,361
Volleyball - Preseason Head Coach	9-12	0.008746	332	342	352	337	347	357
Volleyball - Preseason Asst. Coach (x2)	9-12	0.008746	332	342	352	337	347	357
Volleyball - Head Coach, 7th Grade	6-8	0.066353	2,516	2,591	2,669	2,554	2,630	2,709
Volleyball - Head Coach, 8th Grade	6-8	0.066353	2,516	2,591	2,669	2,554	2,630	2,709

**CHARDON LOCAL SCHOOL DISTRICT
SUPPLEMENTAL SALARY SCHEDULE
2017-2019**

BLDG or GRADES	Factor	2017-18 Base Salary 37,918.50			2018-2019 Base Salary 38,487.28		
		0-2 Yrs.	3-5 Yrs.	6+ Yrs.	0-2 Yrs.	3-5 Yrs.	6+ Yrs.
		1.00	1.03	1.03	1.00	1.03	1.03

WINTER SPORTS

Basketball - Head Coach, Boys	9-12	0.165843	6,289	6,477	6,671	6,383	6,574	6,772
Basketball - Asst. Coach, Boys (x3)	9-12	0.112157	4,253	4,380	4,512	4,317	4,446	4,579
Basketball - Head Coach, Girls	9-12	0.165843	6,289	6,477	6,671	6,383	6,574	6,772
Basketball - Asst. Coach, Girls (x3)	9-12	0.112157	4,253	4,380	4,512	4,317	4,446	4,579
Basketball - Head Coach 7th Grade Boys	6-8	0.080353	3,047	3,138	3,232	3,093	3,185	3,281
Basketball - Head Coach 8th Grade Boys	6-8	0.080353	3,047	3,138	3,232	3,093	3,185	3,281
Basketball - Head Coach 7th Grade Girls	6-8	0.080353	3,047	3,138	3,232	3,093	3,185	3,281
Basketball - Head Coach 8th Grade Girls	6-8	0.080353	3,047	3,138	3,232	3,093	3,185	3,281
Gymnastics - Head Coach	9-12	0.165843	6,289	6,477	6,671	6,383	6,574	6,772
Gymnastics - Asst. Coach	9-12	0.112157	4,253	4,380	4,512	4,317	4,446	4,579
Swimming - Head Coach	9-12	0.082314	3,121	3,215	3,311	3,168	3,263	3,361
Wrestling - Head Coach	9-12	0.165843	6,289	6,477	6,671	6,383	6,574	6,772
Wrestling - Asst. Coach (x2)	9-12	0.112157	4,253	4,380	4,512	4,317	4,446	4,579
Wrestling - Head Coach	6-8	0.080353	3,047	3,138	3,232	3,093	3,185	3,281
Wrestling - Asst. Coach	6-8	0.071255	2,702	2,783	2,866	2,742	2,825	2,909

SPRING SPORTS

Baseball - Head Coach	9-12	0.112157	4,253	4,380	4,512	4,317	4,446	4,579
Baseball - Asst. Coach (x3)	9-12	0.082314	3,121	3,215	3,311	3,168	3,263	3,361
Softball - Head Coach	9-12	0.112157	4,253	4,380	4,512	4,317	4,446	4,579
Softball - Asst. Coach (x3)	9-12	0.082314	3,121	3,215	3,311	3,168	3,263	3,361
Tennis - Head Coach, Boys	9-12	0.082314	3,121	3,215	3,311	3,168	3,263	3,361
Tennis - Asst. Coach, Boys	9-12	0.066353	2,516	2,591	2,669	2,554	2,630	2,709
Track - Head Coach, Boys	9-12	0.112157	4,253	4,380	4,512	4,317	4,446	4,579
Track - Asst. Coach, Boys (x2)	9-12	0.082314	3,121	3,215	3,311	3,168	3,263	3,361
Track - Head Coach - Girls	9-12	0.112157	4,253	4,380	4,512	4,317	4,446	4,579
Track - Asst. Coach - Girls (x2)	9-12	0.082314	3,121	3,215	3,311	3,168	3,263	3,361
Track - Head Coach, Boys/Girls	6-8	0.075309	2,856	2,941	3,030	2,898	2,985	3,075
Track - Asst. Coach, Boys/Girls (x3)	6-8	0.066353	2,516	2,591	2,669	2,554	2,630	2,709

EXHIBIT "A"
GRIEVANCE REPORT FORM

STEP 1

To be filed in triplicate

Name of Grievant Assignment Building Date

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance: _____

2. Relief Sought: _____

Signature of Grievant Date

C. 1. Date Received by Administrative Authority: _____

2. Disposition of Administrative Authority: _____

Signature of Administrator Date

Additional comments may be added on this sheet or with an attachment.

GRIEVANCE REPORT FORM

STEP II

To be filed in triplicate

Name of Grievant Assignment Building Date

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance: _____

2. Relief Sought: _____

Signature of Grievant Date

C. 1. Date Received by Superintendent or Designee: _____

2. Disposition of Superintendent or Designee: _____

Signature of Superintendent or Designee Date

Additional comments may be added on this sheet or with an attachment.

GRIEVANCE REPORT FORM

STEP III

To be filed in triplicate

Name of Grievant Assignment Building Date

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance: _____

2. Relief Sought: _____

Signature of Grievant Date

C. 1. Date Received by Treasurer: _____

2. Disposition of Board of Education: _____

Signature of Board President Date

Additional comments may be added on this sheet or with an attachment.

EXHIBIT "C"

**CHARDON LOCAL SCHOOLS
INTENT FORM**

All certificated/licensed staff members are requested to complete this intent form and return it to the school office no later than _____ for transmittal to the Superintendent.

Please check (✓) appropriately:

() I wish to be re-employed for the _____ school year in the same assignment in which I am now employed.

() I wish to return to the staff in the _____ school year, but would like to be considered for a transfer to the following assignment if a vacancy exists:

() I plan to retire at the close of this current school year. (Please notify your principal and the Superintendent by _____.)

() My plans are not definite and I would like to have additional time to decide. (Must be received in the Superintendent's office by _____.)

Name (Please print)

School and Present Assignment

Signature

Date

THE PURPOSE OF THE INTENT FORM IS TO PROMPTLY NOTIFY, WHEN SCHOOL IS NOT IN SESSION, TEACHERS WHO HAVE EXPRESSED AN INTEREST IN A POSITION. THE FORM DOES NOT PRIORITIZE REQUESTS. ALL CERTIFICATED/LICENSED STAFF MEMBERS ARE ELIGIBLE TO APPLY FOR VACANCIES IN EXISTING AND NEW POSITIONS.

EXHIBIT "D"

**CHARDON LOCAL SCHOOLS
EMPLOYEE REQUEST FOR SEVERANCE PAY**

The undersigned, an employee of the Board of Education of the Chardon Local School District, hereby requests severance pay in accordance with the Negotiated Agreement between the Chardon Board of Education and the Chardon Education Association.

I understand that I may receive severance pay only once, that my acceptance of severance pay shall eliminate all sick leave credit accrued as of the effective date of my retirement, and that I will receive severance payment following the receipt of my first retirement check. Proof of receipt of retirement check must be presented to the Treasurer's Office.

Please check payment method desired:

() Within thirty (30) days after proof of retirement.

() First payday in January following effective date of retirement.

Employee Signature

Date

TO BE COMPLETED BY THE TREASURER'S OFFICE

Name of employee _____

Address _____ City _____ Zip _____

Social Security Number _____ Date of Hire _____

Position at time of retirement _____

Date Board accepted request for retirement _____

Effective Date of Retirement _____

Number of accumulated sick leave days upon retirement _____

Number of allowable days for severance pay _____

Calculation: _____ X _____ = _____
(Days allowable) (Rate) (Pay)

Treasurer

Date

EXHIBIT "E"

PROCEDURES FOR ADDING, DELETING AND/OR ADJUSTING SUPPLEMENTAL POSITIONS NON-ATHLETIC

Introduction

This document is intended to clarify the procedures developed by the administration and the Association during negotiations and Professional Staff Council discussions. It should be noted that any additions, deletions and/or adjustments of supplemental positions would only be made to address current needs of the program.

It is our intent that the steps listed below will help to establish the validity of any such need.

Non-Athletic Positions

In general, these are supplemental positions which do not fall within the parameters of the Athletic positions, including Department Heads. It should be noted that the district promotes the involvement of students outside the school day through programs offered by Chardon Schools' Community Education Program and other community recreation organizations. It is not our intent to expand these opportunities through the creation of school sponsored clubs and organizations which require a supplemental position.

If program needs indicate consideration for change, the following procedure will be implemented:

1. The proposed change will be discussed with the building principal or the appropriate administrator who will give the proposer a Supplemental Position Proposal Form – Non-Athletic (attached) to complete.
2. The completed proposal form should be given to the principal for consideration. The building principal or appropriate administrator will schedule a meeting with the proposer within ten (10) school days of receiving the completed proposal.
3. The proposer will have the opportunity to explain the proposal and otherwise advocate for the change during the meeting with the principal.
4. The building principal or appropriate administrator will either recommend the proposal be forwarded to the Professional Staff Council or deny the proposal. The proposer will be notified of the principal's decision (by a copy of the proposal form with decision indicated) within ten (10) school days of the meeting. If the proposal is denied by the principal, the proposer may appeal to the Superintendent or the Association to advance the proposal to Professional Staff Council.
5. If the proposal is advanced to the Professional Staff Council, the Council may choose to invite the proposer, or they may consider the proposal on the merits of its recommendation by the building principal or appropriate administrator. After private

deliberation, they will either recommend that the proposal be forwarded to the Superintendent or deny the proposal. The proposer and the principal will be notified of the committee's decision (by a copy of the proposal form with decision indicated) within ten (10) school days of the meeting.

6. If the proposal is forwarded to the Superintendent, the Superintendent may choose to speak with the proposer, or consider the proposal on the merits of the Professional Staff Council recommendation. The Superintendent will either recommend the addition/deletion/adjustment of the supplemental contract position to the Board of Education or deny it. The proposer, the Professional Staff Council and the building principal or appropriate administrator will be notified of the Superintendent's decision (by a copy of the proposal form with decision indicated) within ten (10) school days of the meeting.
7. If the Superintendent recommends the addition/deletion/adjustment of a supplemental position to the Board of Education, the rules and regulations that govern Board of Education meetings and actions will apply to its decision making process.
8. All official actions of the Chardon Board of Education are reflected in its minutes. As a courtesy to the proposer, the Superintendent will also notify the proposer of the Board of Education's final action on the proposal within five (5) school days of that action.

SUPPLEMENTAL POSITION PROPOSAL FORM – NON-ATHLETIC (1 of 2)

Name _____

Date _____

Current Status

Proposal

Rationale

Number of Students Involved

Personnel Needs

Facilities Needs (space and time)

Estimated Cost Breakdown

	Start-up	Ongoing
Personnel	_____	_____
Equipment/Supplies	_____	_____
Fees	_____	_____
Other (list)	_____	_____

TOTAL

SUPPLEMENTAL POSITION PROPOSAL FORM – NON-ATHLETIC (2 of 2)

Disposition of Proposal

1. Meeting with Appropriate Administrator Date _____

___ Proposal Denied

___ Proposal Forwarded to Next Step

Comments:

2. Professional Staff Council Meeting Date _____

___ Proposal Denied

___ Proposal Forwarded to Next Step

Comments:

3. Superintendent's Decision Date _____

___ Proposal Denied

___ Proposal Forwarded to Next Step

Comments:

4. Board of Education's Decision Date _____

___ Proposal Denied

Comments:

PROCEDURES FOR ADDING, DELETING AND/OR
ADJUSTING SUPPLEMENTAL POSITIONS
ATHLETIC

Introduction

This document is intended to clarify the procedures developed by the administration and the Association during negotiations and Professional Staff Council discussions. It should be noted that any additions, deletions and/or adjustments of supplemental positions would only be made to address current needs of the program.

It is our intent that the steps listed below will help to establish the validity of any such need.

Athletic Positions – Existing Sport:

In general, these are positions that relate to interscholastic team sports in grades seven (7) through twelve (12) as listed in the current negotiated agreement. If program needs and student enrollment dictate a need for changing the number of coaches in a sport, the following procedure will be implemented:

1. The situation will be brought to the attention of the athletic director for evaluation to determine if an addition/deletion of a coaching position is necessary.
2. Upon determination of need, the athletic director will make a recommendation with a rationale to the building principal.
3. The building principal will make a recommendation to the Superintendent.
4. Following the building principal's recommendation, the Superintendent will consult with the Professional Staff Council at its next regular meeting or, if necessary, call a special meeting to address the recommendation.
5. The Superintendent will make a recommendation to the Board of Education for approval.

Athletic Positions – New Sport:

In general, these are new positions that relate to interscholastic team sports in grades seven (7) through twelve (12) not included in the current negotiated agreement. The following process would be used to propose the inclusion of a new sport in the athletic program:

1. The proposal for a new sport and athletic positions will be discussed with the building principal or athletic director who will give the proposer a Supplemental Position Proposal Form – Athletic (attached) to complete. The proposal will then be scheduled for consideration at the next Building Athletic Council meeting.

2. The completed recommendation form should be given to the principal for distribution to the members of the Building Athletic Council at least five school days before the scheduled meeting.
3. The proposer will have the opportunity to explain the proposal and otherwise advocate for the change at the Building Athletic Council meeting.
4. During private deliberation, the Council will discuss the merits of the proposal and decide whether additional information is needed before a decision can be made.
5. The Council will either recommend the proposal be forwarded to the Executive Athletic Council or deny the proposal. The Executive Athletic Council will consider proposals twice each year. The proposer will be notified of the committee's decision (by a copy of the proposal form with decision indicated) within ten (10) school days of the meeting noted in Step 3.
6. If the proposal is advanced to the Executive Athletic Council, the Council may choose to invite the proposer or they may consider the proposal on the merits of its recommendation by the Building Athletic Council. After private deliberation, they will either recommend the proposal be forwarded to the Professional Staff Council or deny the proposal. The proposer and the Building Athletic Council will be notified of the committee's decision (by a copy of the proposal form with decision indicated) within ten (10) school days of the meeting.
7. If the proposal is advanced to the Professional Staff Council, the Council may choose to invite the proposer; or they may consider the proposal on the merits of its recommendation by the Executive Athletic Council. After private deliberation, they will either recommend the proposal to the Superintendent or deny the proposal. The proposer, the Building Athletic Council and the Executive Athletic Council will be notified of the committee's decision (by a copy of the proposal form with decision indicated) within ten (10) school days of the meeting.
8. If the proposal is forwarded to the Superintendent, the Superintendent may choose to speak with the proposer, or consider the proposal on the merits of the Professional Staff Council recommendation. The Superintendent will either recommend the addition/deletion/adjustment of the supplemental contract position to the Board of Education or deny it. The proposer, Professional Staff Council, the Executive Athletic Council, and the Building Athletic Council will be notified of the Superintendent's decision (by a copy of the proposal form with decision indicated) within ten (10) school days of receiving the proposal.
9. If the Superintendent recommends the addition/deletion/adjustment of a supplemental position to the Board of Education, the rules and regulations that govern Board of Education meetings and actions will apply to its decision making process.
10. All official actions of the Chardon Board of Education are reflected in its minutes. As a courtesy to the proposer, the Superintendent will also notify the proposer of the Board of Education's final action on the proposal within five (5) school days of that action.

SUPPLEMENTAL POSITION PROPOSAL FORM – ATHLETIC (1 of 2)

Name _____

Date _____

Current Status

Proposal

Rationale

Number of Students Involved

Personnel Needs

Facilities Needs (space and time)

League/Conference Affiliation

Estimated Cost Breakdown

	Start-up	Ongoing
Personnel	_____	_____
Uniforms	_____	_____
Equipment	_____	_____
Referees/Judges/Officials	_____	_____
Fees	_____	_____
Other (list)	_____	_____
<u>Total</u>	_____	_____

SUPPLEMENTAL POSITION PROPOSAL FORM – ATHLETIC (2 of 2)

Disposition of Proposal

1. Building Athletic Council Meeting Date_____

___ Proposal Denied

___ Proposal Forwarded to Next Step

Comments:

2. Executive Athletic Council Meeting Date_____

___ Proposal Denied

___ Proposal Forwarded to Next Step

Comments:

3. Professional Staff Council Meeting Date_____

___ Proposal Denied

___ Proposal Forwarded to Next Step

Comments:

4. Superintendent's Decision Date_____

___ Proposal Denied

___ Proposal Forwarded to Next Step

Comments:

5. Board of Education's Decision Date_____

___ Proposal Denied

Comments:

EXHIBIT "G"

**CHARDON LOCAL SCHOOLS
ASSAULT LEAVE FORM
CERTIFIED/LICENSED STAFF**

I hereby request assault leave according to the provisions of O.R.C. 3319.143 and Article 4, Section 4.08, of the Negotiated Agreement.

Name _____

Building and Assignment _____

I certify that my absence on _____
Date(s)

was due to a physical injury or emotional trauma related to an assault which occurred during the course of employment with the Board of Education while on the Board premises or at a Board-approved or sponsored activity/event or in the course of transporting pupils or material to or from said premises, activity or event.

The Superintendent may require a licensed physician's statement justifying the leave. If attended by a physician, please furnish the following information:

Physician's Name

Physician's Address

Date(s) of Treatment

Employee's Signature (if able)

Date

Principal's Signature

Date

Superintendent's Signature

Date

EXHIBIT "H"

PROCESS FOR PLACING A RESPONSE IN PERSONNEL FILE

1. The employee will be notified when any document is placed in an individual's personnel file.
2. The employee will have thirty (30) calendar days after notification of placement of a document in his/her personnel file to submit a response to be attached.

If it is not possible to submit a response within this time frame, the employee may submit a letter indicating an intent to respond and be granted an additional thirty (30) days.

If necessary, additional time beyond sixty (60) calendar days may be arranged by mutual agreement.

3. The response should state title and date of document being discussed. The response should be as concise as possible and limited to text.

Additional attachments such as photos, portfolios, and other references related to the text may be indicated in the response and held by the employee as additional documentation.

The response will be signed and dated by the employee submitting it.

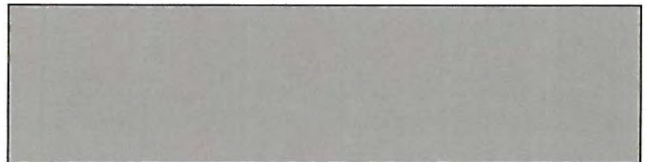
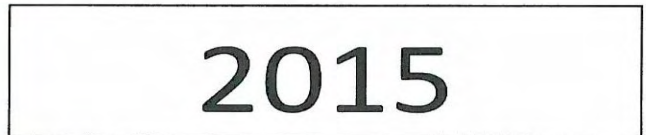
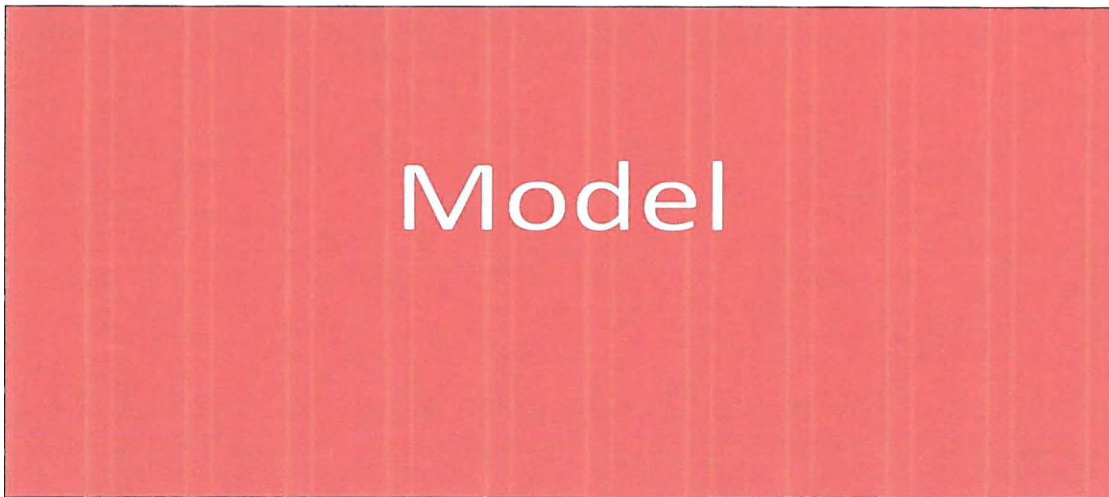
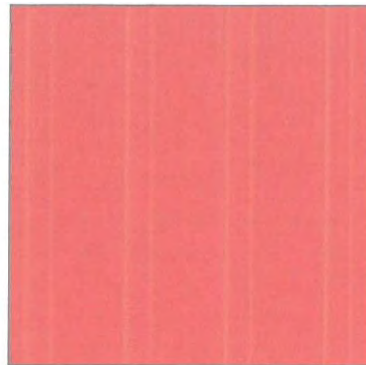
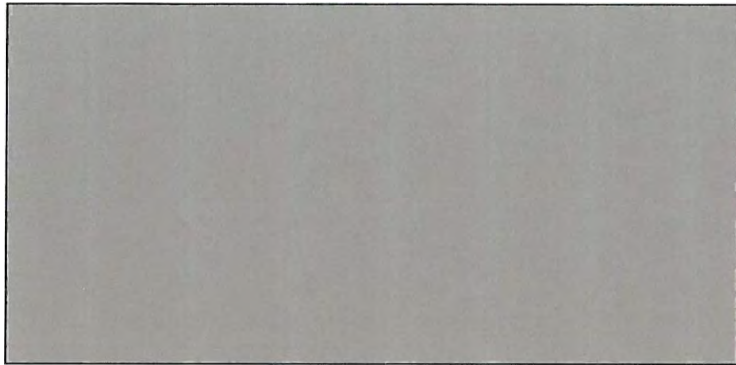
4. Copies of the response will be presented to the administrator who authored the disputed document and the Superintendent. Since it is hoped this process will enhance communication, a conference to discuss the response with the administrator is encouraged, but not required.
5. The Superintendent will sign and date the response and attach it to the related document before it is placed in the personnel file.
6. Both positive and negative letters from parents/students are not appropriate documents for the personnel file. Employees may note positive letters from parents/students in any response to an evaluation. The original letters should be held by the employee and shared upon request.
7. Refer to the Negotiated Agreement for additional guidelines for personnel file documents.

Professional Staff Council, March, 1997

Implemented beginning with the 1997-98 school year

Timeline does not apply to documents filed prior to September, 1997

Ohio Teacher Evaluation System



OTES FORMS - Option 1 & 2

OTES step		OTES Form Name	eTPES Requirement	# Required Questions/Items (indicated with*)	Completion Process
Optional Self-Assessment		Self-Assessment Summary Tool		0	Private - Teacher completes; <u>viewable by Teacher only</u>
Step 1: Professional Growth & Improvement Plans		Professional Growth Plan	See footnote*	5	Teacher completes; then evaluator edits and completes
		Improvement Plan	See footnote*	12	Evaluator completes; then teacher views and completes
		Improvement Plan: Evaluation of Plan		4	Evaluator completes; then teacher views and completes
Step 2: Formative Assessment/ Examination of Artifacts	Repeatable Cycle	Pre-conference		0	Teacher completes; then evaluator edits and completes
		Informal Observation	See footnote*	5	Evaluator completes; then teacher views and completes
		Formal Observation/Performance Rubric	Required	4	Evaluator completes; then teacher views and completes
		Post-conference Planning		6	Evaluator completes; teacher <u>cannot view</u> at any time
		Project* *		9	Teacher completes; then evaluator edits and completes* *
Step 3: Student Growth Measures		SGM Ratings Worksheet	Required	Upload bulk data or 1 item required (minimum)	Principal completes; teacher views
Step 4: Final Summative		Final Summative Rating	Required	1	Principal completes, then teacher views and completes

* *Required by Ohio Revised Code but not required by eTPES to maximize flexibility for users and accommodate multiple observation cycles.

** The board may elect, by adoption of a resolution, to require only one formal observation of a teacher who received an accomplished rating on the previous year's evaluation, provided the teacher completes a project that has been approved by the board (ORC 3319.111 (E) (2)).

Definition of Teacher Effectiveness

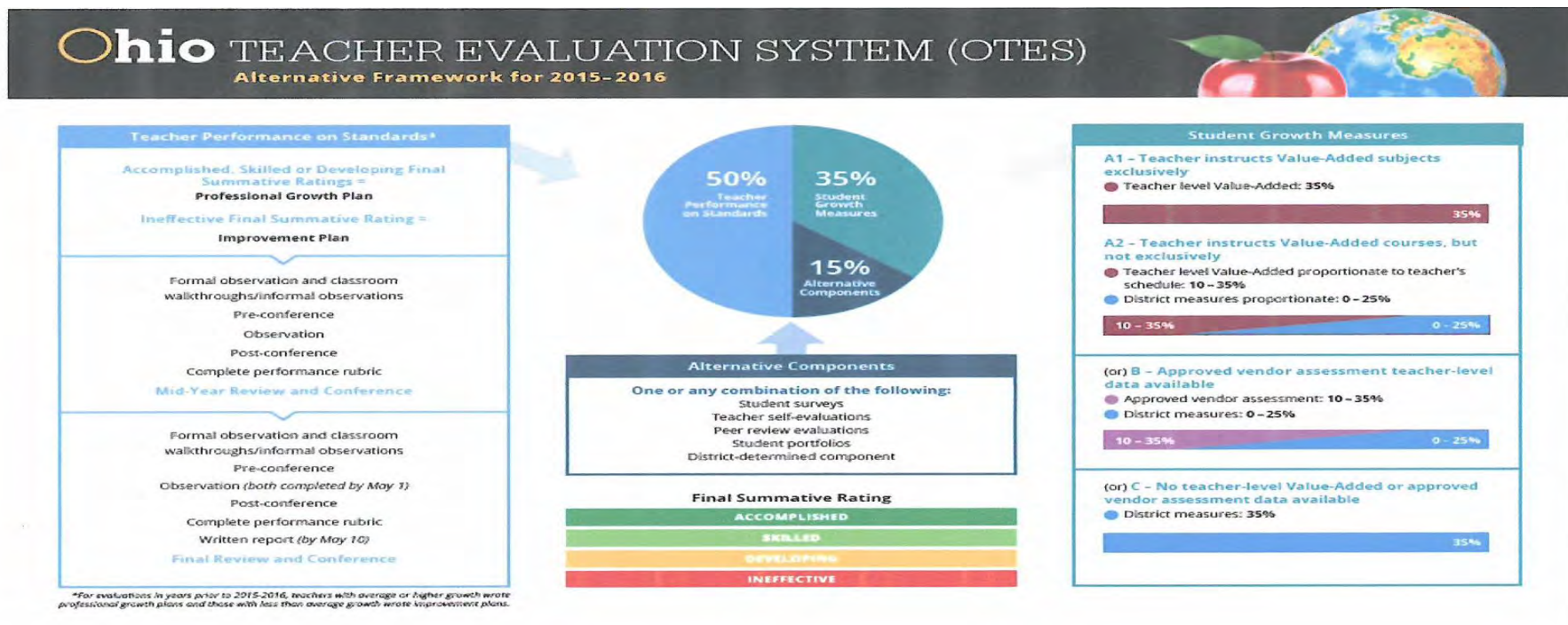
After conducting extensive research, the following definition of teacher effectiveness was developed by educational practitioners in Ohio and is reinforced by *Ohio's Standards for the Teaching Profession*. The research supports the direct connection between effective teaching and high student achievement. Inherent in this definition is the expectation that all students will demonstrate a minimum of one year of growth based on standard and reliable measures.

Effective teachers:

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

Alternative Framework

By statute, teachers and principals will not use value-added ratings from state tests for 2014-2015 and 2015-2016 school years as part of their evaluations or when making decisions regarding dismissal, retention, tenure or compensation unless districts and educators enter into a Memorandum of Understanding (MOU) to allow the continued use of these value-added ratings for 2015-2016 and 2016-2017.



*HB362 had permitted districts to modify the alternative framework (sliding scale) beginning 2015-16. In order to still utilize this framework districts are required to have a negotiated agreement dated prior to 9/29/2015 which includes the 2015-16 school year stating that the prior alternative framework (sliding scale) will be utilized for teacher evaluations. Upon expiration of this contract the sliding scale option is no longer available.

Selection of Appropriate Plan

Teachers with a final summative rating of Accomplished annually develop a self-directed Professional Growth Plan. Teachers with a final summative rating of Skilled also annually develop a Professional Growth Plan initiated by the teacher and completed collaboratively with the evaluator. Teachers with a final summative rating of Developing annually develop a Professional Growth Plan with their evaluator who will grant final approval of the plan. Teachers with a final summative rating of Ineffective will develop an improvement plan with their evaluator who will grant final approval of the plan (eTPES requires the evaluator to initiate the Improvement Plan).

Professional Growth Plan

Professional Growth Plans help teachers focus on areas of professional development that will enable them to improve their practice. Teachers are accountable for the implementation and completion of the plan and should use the plan as a starting point for the school year. The Professional Growth Plan is intended to be one academic year in duration and may support the goals of the Individual Professional Development Plan- IPDP. The Professional Growth Plan is not intended to replace the IPDP. The Professional Growth Plan and process includes feedback from the evaluator as well as the teacher's self-assessment and student growth measures data while addressing the support needed to further the teacher's continuous growth and development. Professional development should be individualized to the needs of the teacher and students (based on available data), and specifically relate to the teacher's areas for growth as identified in the teacher's evaluation. The evaluator should recommend professional development opportunities, and support the teacher by providing resources (e.g., time, financial). The Professional Growth plan should be reflective of the data available and include:

- Identification of area(s) for future professional growth;
- Specific resources and opportunities to assist the teacher in enhancing skills, knowledge and practice;
- Outcomes that will enable the teacher to increase student learning and achievement.

Improvement Plan

Written improvement plans are to be developed in the circumstances when an educator has a final summative rating of Ineffective. However, districts have discretion to place a teacher on an improvement plan at any time based on deficiencies in any individual component of the evaluation system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan. When an improvement plan is initiated by an administrator, it is the responsibility of the administrator to:

- Identify, in writing, the specific area(s) for improvement to be addressed in relationship to the Ohio Standards for the Teaching Profession;
- Specify, in writing, the desired level of performance that is expected to improve and a reasonable period of time to correct the deficiencies; o Develop and implement a written plan for improvement that will be initiated immediately and includes resources and assistance available;
- Determine additional education or professional development needed to improve in the identified area(s); and
- Gather evidence of progress or lack of progress.

A reassessment of the educator's performance shall be completed in accordance with the written plan (multiple opportunities for observation of performance). Upon reassessment of the educator's performance, if improvement has been documented at an acceptable level of performance, the Professional Growth Plan may resume. If the teacher's performance continues to remain at an ineffective level, the supervising 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 setting. Teachers with a final summative rating of Accomplished may choose their credentialed evaluator. Teachers with a final summative rating of Skilled will have input on their credentialed evaluator. Teachers with a final summative rating of Developing or Ineffective will be assigned the credentialed evaluator. A credentialed evaluator is one who:

- Possesses the proper certification/ licensure to be an evaluator or the district has deemed that peers may be evaluators or a person designated by the local Board of Education;
- Has been approved as an evaluator by the local board of education;
- Has completed a state-sponsored OTES training; and
- Has passed an online assessment using the OTES rubric.



The Formal Observation Process

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

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

- Lesson or unit objective(s);
- Prior learning experiences off the students;
- Characteristics of the learners/learning environment;
- Instructional strategies that will be used to meet the lesson objectives;
- Student activities and materials;
- Differentiation based on needs of students; and
- Assessment (data) collected to demonstrate student learning.

NOTE: The teacher and evaluator should set a time for the formal observation to take place, and re-negotiate this scheduled date and time as necessary if the ¹⁰³ observation is not conducted as planned.

Formal Observation: Gathering evidence of teacher performance

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

Classroom walkthroughs are informal observations less than 30 minutes. These may occur frequently and may be unannounced.

Post-conference: Reflection, Reinforcement, and Refinement

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

In general, the discussion between the evaluator and teacher needs to focus on relative area(s) of strength (reinforcement), and relative area(s) for further support (refinement). Teachers may bring additional evidence that supports the lesson observed to share with the evaluator at the conference. The evaluator may consider these as evidence of student learning or evidence to support the teacher's performance.

Combining Measures to Obtain a 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, two-way gathering and sharing of evidence that informs the teacher performance ratings at the end of the year. Some teacher behaviors are observable in the classroom while other evidence may include formal conferences, informal conversations, evidence of practice, as well as colleague, parent and student input. The model Ohio Teacher Evaluation System describes opportunities for the teacher and evaluator to discuss evidence, build a common understanding of the teacher's current practice, and identify areas for future growth. Regular check-ins also help the evaluator manage the administrative burden of gathering and organizing evidence by sharing the responsibility with the teacher and encouraging evaluators to document teacher practices as they occur.

Suggestions for Conducting the Post-Conference

1. Introduction/Greeting/Establish Length
 - Review Conference Process
 - General Impression Question
"How do you think the lesson went?"
2. Reinforcing the Teacher (Area of Relative Strength)
 - Identify an area of Reinforcement (ONLY one area)
 - Ask Self-Analysis Question
 - Provide evidence from notes
3. Refining the Teacher's Skill: (Area of Further Support)
 - Identify an area of Refinement (ONLY one area)
 - Ask Self-Analysis Question
 - Provide evidence from notes
 - Give a recommendation for future practice
4. Present evidence and rating connected to the rubric

For suggested step-by-step guidance to review and analyze multiple data points that inform ratings, please see: **Using Evidence to Inform Holistic Performance Ratings.**

APPENDIX A

Ohio Teacher Evaluation System Model Teacher Performance Rubric

Teacher Performance Evaluation Rubric

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

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	FOCUS FOR LEARNING (Standard 4: Instruction) Sources of Evidence: Pre-Conference	The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards.	The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measurable goals.	The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.	The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio standards and reflect a range of student learner needs. The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.
	ASSESSMENT DATA (Standard 3: Assessment) Sources of Evidence: Pre-Conference	The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans. The teacher does not use or only uses one measure of student performance.	The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning. The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data to effectively inform instructional planning and delivery.	The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into lesson planning. The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery.	The teacher purposefully plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles, incorporating a range of appropriate diagnostic, formative, and summative assessments into lesson plans. Student learning needs are accurately identified through an analysis of student data; the teacher uses assessment data to identify student strengths and areas for student growth.

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	<p>PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence: Pre-Conference</i></p>	<p>The teacher's lesson does not build on or connect to students' prior knowledge, or the teacher may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.</p>	<p>The teacher makes an attempt to connect the lesson to students' prior knowledge, to previous lessons or future learning but is not completely successful.</p>	<p>The teacher makes clear and coherent connections with students' prior knowledge and future learning—both explicitly to students and within the lesson.</p> <p>The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards,</p>	<p>The teacher uses the input and contributions of families, colleagues, and other professionals in understanding each learner's prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers as well as prepares opportunities for students to apply learning from different content areas to solve problems.</p> <p>The teacher plans and sequences instruction that reflects an understanding of the prerequisite relationships among the important content, concepts, and processes in school and district curriculum priorities and in state standards as well as multiple pathways for learning depending on student needs. The teacher accurately explains how the lesson fits within the structure of the discipline.</p>
	<p>KNOWLEDGE OF STUDENTS (Standard 1: Students)</p> <p><i>Sources of Evidence: Analysis of Student Data Pre-Conference</i></p>	<p>The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information,</p> <p>The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.</p>	<p>The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.</p> <p>The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.</p>	<p>The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.</p> <p>The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.</p>	<p>The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information.</p> <p>The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans.</p> <p>The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.</p>

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL AND ASSESSMENT	<p>LESSON DELIVERY (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>A teacher's explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking.</p> <p>The teacher fails to address student confusion or frustration and does not use effective questioning techniques during the lesson. The lesson is almost entirely teacher-directed.</p>	<p>Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students' questions about content or instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion.</p> <p>The teacher re-explains topics when students show confusion, but is not always able to provide an effective alternative explanation. The teacher attempts to employ purposeful questioning techniques, but may confuse students with the phrasing or timing of questions. The lesson is primarily teacher-directed.</p>	<p>Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking.</p> <p>The teacher effectively addresses confusion by re-explaining topics when asked and ensuring understanding. The teacher employs effective, purposeful questioning techniques during instruction. The lesson is a balance of teacher-directed instruction and student-led learning.</p>	<p>Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques.</p> <p>The teacher accurately anticipates confusion by presenting information in multiple formats and clarifying content before students ask questions. The teacher develops high-level understanding through effective uses of varied levels of questions. The lesson is student-led, with the teacher in the role of facilitator.</p>
	<p>DIFFERENTIATION (Standard 1: Students; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.</p>	<p>The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students though some students may not be able to access certain parts of the lesson and/or some may not be challenged.</p>	<p>The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group.</p>	<p>The teacher matches strategies, materials, and/or pacing to students' individual needs, to make learning accessible and challenging for all students in the classroom. The teacher effectively uses independent, collaborative and whole class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.</p>
	<p>RESOURCES (Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.</p>	<p>The teacher uses appropriate instructional materials to support learning goals, but may not meet individual students' learning styles/needs or actively engage them in learning.</p>	<p>Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.</p>	<p>Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning.</p>

Instruction and Assessment

STRUCTION AND ASSESSMENT	<p>CLASSROOM ENVIRONMENT (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond disrespectfully to students or ignore their questions or comments.</p>	<p>The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses students' questions or comments but does not inquire about their overall well-being.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher makes eye contact and connects with individual students,</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in individual students' experiences, thoughts and opinions. For example, the teacher responds quietly, individually, and sensitively to student confusion or distress.</p>
		<p>There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.</p> <p>Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged.</p> <p>The teacher creates a learning environment that allows for little or no communication or engagement with families,</p> <p>Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.</p>	<p>Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle.</p> <p>The teacher transitions between learning activities, but occasionally loses some instructional time in the process.</p> <p>The teacher welcomes communication from families and replies in a timely manner.</p> <p>Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors behavior.</p>	<p>Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom.</p> <p>Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work).</p> <p>The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning,</p> <p>A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident. Monitoring of student behavior is consistent, appropriate, and effective.</p>	<p>Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom.</p> <p>Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.</p> <p>The teacher engages in two-way, ongoing communication with families that results in active volunteer, community, and family partnerships which contribute to Student learning and development.</p> <p>A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.</p>

Instruction and Assessment

		Ineffective	Developing	Skilled	Accomplished
STRUCTION AND ASSESSMENT	ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)	<p>The teacher does not routinely use assessments to measure student mastery. The teacher rarely or never checks the students' understanding of content.</p>	<p>The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, although the teacher may not be able to anticipate learning obstacles.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, as well as examines classroom assessment results to reveal trends and patterns in individual and group progress and to anticipate learning obstacles.</p>
	<p><i>Sources of Evidence:</i></p> <p>Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations Post-Conference</p>	<p>The teacher fails to make adjustments in response to student confusion.</p>	<p>The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion.</p>	<p>The teacher checks for understanding at key moments and makes adjustments to instruction (whole-class or individual students). The teacher responds to student misunderstandings by providing additional clarification.</p>	<p>The teacher continually checks for understanding and makes adjustments accordingly (whole-class or individual students). When an explanation is not effectively leading students to understand the content, the teacher adjusts quickly and seamlessly within the lesson and uses an alternative way to explain the concept.</p>
		<p>The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding.</p> <p>The teacher does not provide students with feedback about their learning.</p>	<p>The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students.</p> <p>Students receive occasional or limited feedback about their performance from the teacher.</p>	<p>The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students.</p> <p>The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.</p>	<p>By using student data from a variety of sources, the teacher appropriately adapts instructional methods and materials and paces learning activities to meet the needs of individual students as well as the whole class.</p> <p>The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and behaviors in relation to student success.</p>

Professionalism

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

Ohio Teacher Evaluation System Model

Using Evidence to Inform Holistic Performance Ratings

Defining the Performance Ratings

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

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

Step 1: Gather evidence

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

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

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

Step 2: Issue a holistic performance rating

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

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

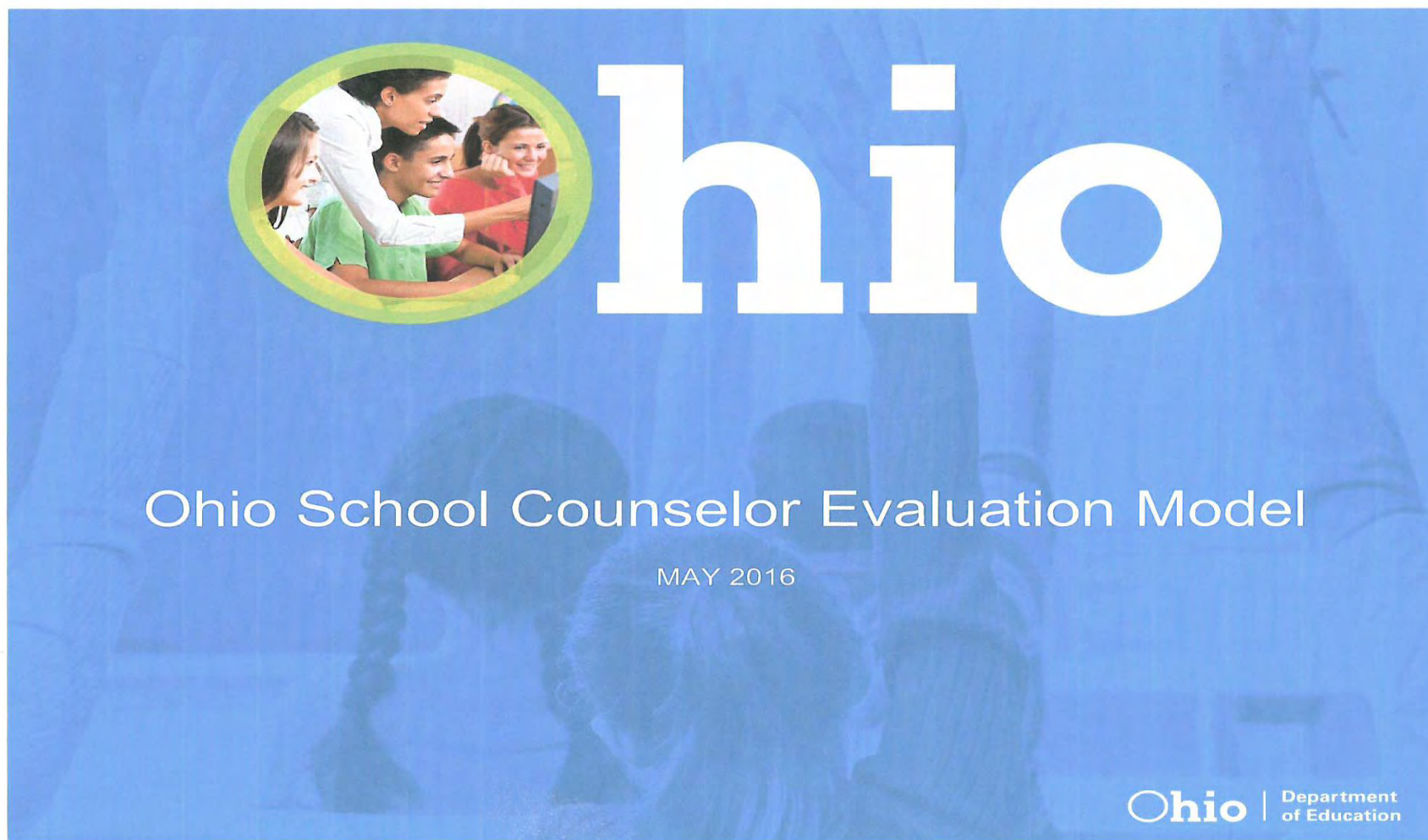
2c. Repeat the process above for each standard area, and then consider patterns of performance across standard areas. Once you determine a rating for each standard area, based on the available evidence from multiple interactions, look at the larger picture of performance across all standard areas. Although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

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

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

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

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



OSCES FORMS - OPTION 1 & 2

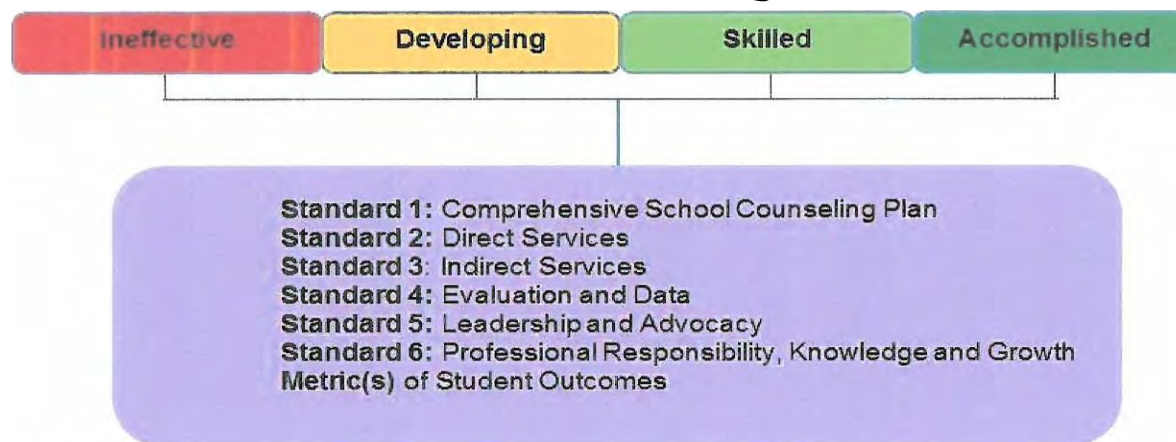
OSCES step	OSCES Form Name	eTPES Requirement	Completion Process
Optional Self-Assessment	Self-Assessment Summary Tool		Private - School Counselor completes; viewable by School Counselor only
	Optional Form to Demonstrate Positive Student Outcome Using Student Metrics		School Counselor completes; then evaluator edits and completes
Step 1: Professional Growth & Improvement Plans	Professional Growth Plan	See footnote*	School Counselor completes; then evaluator edits and completes
	Improvement Plan	See footnote*	Evaluator completes; then School Counselor views and completes
	Improvement Plan: Evaluation of Plan		Evaluator completes; then School Counselor views and completes
Step 2: Formative Assessment	REPEATABLE CYCLE	Pre-Conference Planning	School Counselor completes; then evaluator edits and completes
		Informal Observation (repeatable)	See footnote*
	Formal Observation/Performance Rubric	Required	Evaluator completes; then School Counselor views and completes
	Post-conference Planning		Evaluator completes; School Counselor cannot view at any time
Step 3: Final Summative	Final Summative Rating	Required	Evaluator completes; then School Counselor views and completes

* Required by Ohio Revised Code but not required by eTPES to maximize flexibility for users and accommodate multiple observation cycles.

The Ohio School Counselor Evaluation System, created in response to the legal mandates, explains how school districts can implement school counselor evaluations in accordance with the State Board framework and state law. It was designed to be transparent, fair and adaptable to the specific contexts of Ohio's districts.

The Ohio School Counselor Evaluation System is a standards-based integrated model that is designed to foster the professional growth of school counselors in knowledge, skills and practice. In this evaluation system, each school counselor is evaluated based upon multiple factors including performance on all areas identified by the standards and the ability to produce positive student outcomes using metrics in order to determine the holistic final summative rating of effectiveness according to ODE requirements. The choice of metrics for student outcomes will be determined locally.

Ohio School Counselor Summative Evaluation Rating



Not later than September 30, 2016, each school district board of education shall adopt a standards-based school counselor evaluation policy that conforms to this framework for the evaluation of school counselors. The local policy shall include implementation of the framework for the evaluation of school counselors beginning in the 2016-2017 school year.

School Counselor Evaluation Rubric

Beginning in October 2015, the Ohio Department of Education convened a group of educational stakeholders from across the state to design the school counselor evaluation rubric aligned to Ohio's

Standards for School Counselors. The writing team considered the Ohio School Counselor Evaluation System (2013) from the Ohio School Counselor Association, and the work of exemplary states nationwide including: West Virginia, Florida, North Carolina, New Jersey and Missouri. Ohio also consulted with American Institutes for Research to provide review and feedback on the evaluation rubric.

The **Ohio School Counselor Evaluation Rubric** was piloted in volunteer districts to inform both the development of the evaluation rubric and model. The pilot engaged school counselors and their evaluators in OSCES training. After training, evaluators engaged with school counselors in the evaluation process. The Ohio Department of Education and an external evaluator gathered feedback over the course of four months, and participating pilot districts and buildings offered feedback on the school counselor evaluation rubric and model.

School counselor performance is determined by using the **Ohio School Counselor Evaluation Rubric**, which is located in Appendix B of this document. The evaluation rubric consists of six standard areas and a seventh area focused on metric(s) of student outcomes:

Standard 1: Comprehensive School Counseling Program Plan	School counselors collaboratively envision a plan for a comprehensive school counseling program that is developmental, preventative and responsive, and in alignment with the school's goals and mission.
Standard 2: Direct Services for Academic Career and	School counselors develop a curriculum, offer individual student planning and deliver responsive services in order to assist students in developing and applying knowledge, skills and mindsets for academic, career and social/emotional development.
Standard 3: Indirect Services. Partnerships and	School counselors collaborate and consult with school personnel, parents/guardians, community partners and agencies/organizations to coordinate support for all students.
Standard 4: Evaluation and Data	School counselors collaboratively engage in a cycle of continuous improvement using data to identify needs, plan and implement programs, evaluate impact and adjust accordingly.
Standard 5: Leadership and Advocacy	School counselors lead school efforts and advocate for policies and practices that support an equitable, safe, inclusive and positive learning environment for all students.
Standard 6: Professional Responsibility, Knowledge and Growth	School counselors adhere to the ethical standards of the profession, engage in ongoing professional learning and refine their work through reflection.

Evaluation Rubric: Standards

The Ohio School Counselor Evaluation Rubric consists of indicators based on the six Ohio Standards for School Counselors. The rubric describes four levels of school counselor performance for each standard area. The indicators under each standard area describe the knowledge, skills and competencies of school counselors at each performance level (Ineffective, Developing, Skilled and Accomplished). School counselors must demonstrate their ability in all six standard areas.

Evaluation Rubric: Metric(s) of Student Outcomes Area

The Ohio School Counselor Evaluation Rubric includes a seventh area, the Metric(s) of Student Outcomes. The rubric describes four levels of school counselor performance for the Metric(s) of Student Outcomes area. In this portion of the evaluation rubric, the school counselor provides data demonstrating that students' skills, knowledge or behaviors have positively changed as a result of the school counselor's actions. The school counselor must clearly demonstrate the ability to positively impact student outcomes.

The school counselor and evaluator should collaboratively pre-determine metrics they will use for this portion of the evaluation rubric at the beginning of the evaluation cycle. **It is recommended that the school counselor and evaluator select metrics that most clearly reflect the work of the school counselor being evaluated and clearly illustrate a link between the work and the student outcomes.** To assist in this process, a sample table of Metric(s) of Student Outcomes appears below to illustrate potential metrics and student outcomes, as well as tools for measurement (see Appendix M for more sample tools for measurement).

Pre-Determined Metric(s)	Desired Student Outcome to Measure	Source of Data
Core course passage rates	Reduction in core course failures	Individual student report card data
Career awareness rates	Increased student career awareness	Ohio Means Jobs Backpack data, survey data
Behavior referral rates	Reduction in behavior incidents	Discipline referrals

Optional Process for Demonstrating a Positive Student Outcome

- Collect or examine existing data to determine student need in one or more domain areas (academic achievement, college/career, social/emotional).
- Identify desired student outcome.
- Determine student metric(s) needed to demonstrate positive student outcome.
- Describe program activity, lesson or intervention the school counselor will carry out to bring about desired results or outcomes.
- Implement the school counselor program activity, lesson or intervention and collect data using pre-determined student metric(s).
- Analyze and interpret the data to determine student outcome(s). Compare student metric(s) data to demonstrate a change in students' knowledge, skills and/or behavior.
- Report data on student outcome(s).

See Appendix L for operational definitions for use in demonstrating a positive student outcome and Appendix N for an optional form for documenting the process.

Toward the close of the evaluation cycle, school counselors and evaluators will revisit the pre-determined metrics. They will analyze the metrics and the evaluator will determine the performance of the school counselor using the indicators under the Metric(s) of Student Outcomes area of the evaluation rubric. Once evaluators determine the performance in the Metric(s) of Student Outcomes area, they will then holistically incorporate this area, along with the six standard areas, to determine the end-of-year final summative rating of the school counselor.

School Counselor Final Summative Rating

The school counselor final summative rating is determined by using the **Ohio School Counselor Evaluation Rubric**, which includes six standard areas and the Metric(s) of Student Outcomes area. Using the evaluation rubric, the evaluator will determine the holistic final summative rating for the school counselor: Ineffective, Developing, Skilled or Accomplished. The Ohio School Counselor Evaluation System does not include a weighting factor for the seven areas found on the evaluation rubric because all seven areas are critical to determine school counselor performance. The key point is that evaluators should not consider one area in isolation, but should analyze each in relation to all other areas of performance.

The Ohio School Counselor Evaluation System Model

This evaluation model is designed to provide support for the implementation of the State Board of Education approved School Counselor Evaluation framework. This model is a professional growth model and is intended to be used continually to assist in improving school counselor performance. The evaluation of school counselors must be conducted by evaluators who are approved by their local boards of education and have successfully completed the school counselor evaluation state training.

Information contained in this model addresses the successful implementation of these components:

- o Roles and responsibilities;
- o Professional growth or improvement plan development (goal-setting);
- o Observations;
- o Using evidence to inform ratings; and
- o Determining the final summative rating of school counselor effectiveness

For a glossary of terms included in this model, see Appendix D.

Roles and Responsibilities

The school counselor's duties and responsibilities should encompass the seven areas of the evaluation rubric. There may be duties required of school counselors that fall outside the outlined areas of the evaluation rubric. Nevertheless, administrators should work to ensure the assigned duties afford the school counselor the time and opportunity to demonstrate competency in all seven areas in accordance with Ohio Revised Code. The evaluation process is to be collaborative and in support of the school counselor.

A strong school counselor evaluation calls for ongoing collaboration and authentic conversation between the school counselor and evaluator. The foundation of such a system is the transparent, two-way gathering and sharing of evidence that informs the school counselor final summative rating at the end of the year. Because of the collaborative nature of the Ohio School Counselor Evaluation System, there are expectations for both the school counselor as well as the evaluator. Expectations, as listed below, help to support an evaluation system that is transparent, fair and includes shared responsibilities.

Expectations for School Counselors

- o A planning conference with the evaluator to mutually establish goals and objectives.
- o Collection and sharing of data related to the accomplishment of goals and objectives.
- o A final conference with the evaluator to review and reflect on progress, achievements and continued development, desires or needs based on outcomes of the performance period.

Expectations for the Evaluator

- o A conference with the school counselor to mutually establish goals and objectives, action plans and evidence indicators for the evaluation period.
- o Provision of appropriate and timely feedback, resources and guidance to assist the school counselor in achieving goals and objectives.
- o Formal and informal observations of the school counselor as he/she performs non-confidential activities during the evaluation year. O Ideas for observations include guidance activities in a classroom, instructional small group activities, parent education functions, staff development sessions, child study team meetings and data meetings.
- o Post-observation conferences followed with a written report to the school counselor describing areas of reinforcement and opportunities for refinement.
- o A final summative rating at the end of each year providing the school counselor with written report of the results.

The school counselor and evaluator engage **in the evaluation process over the course of a school year and on an annual basis**. The evaluation has **three required components** that must occur during the school year. Those components are outlined below in the order in which they should occur:

1. Goal setting through professional growth or improvement plan development
2. Observations of school counselor (formal and informal)
3. Final summative rating of school counselor and written report

Goal-Setting: Professional Growth or Improvement Plan Development

The primary goal of evaluation is to foster the growth and development of the school counselor over time. Evaluation should promote excellent professional practices that enhance student academic progress. This dimension of the evaluation system requires the school counselor and evaluator to establish specific goals for the evaluation cycle through a professional growth or improvement plan. A professional growth plan or improvement plan is required and is based on the school counselor's final summative rating. If a school counselor has received a final summative rating of Ineffective in the previous school year, the school counselor will begin the following school year on an improvement plan. A school counselor new to the field or district would begin the school year on a professional growth plan.

The first step is to determine which plan is appropriate for the school counselor and with what level of autonomy plan development will occur as illustrated on the next page.

- School counselor with final summative rating of Ineffective
- Improvement plan
- Plan is directed by evaluator

- School counselor with final summative rating of Developing or Skilled (or new school counselor)
- Professional Growth Plan
- Plan is collaborative between evaluator and school counselor

- School counselor with final summative rating of Accomplished
- Professional Growth Plan •Plan is self-directed by school counselor

The school counselor is not required to conduct a self-assessment before plan development, but this reflective activity may help him or her determine which standard areas to focus on in the professional growth plan. Find the Self-Assessment Tool in Appendix E. The school counselor would indicate on the tool the response that most accurately represents his or her performance. The school counselor can use this information when engaging with the evaluator in determining goals for the school year.

Goal Setting: Professional Growth Plan

The professional growth plan should reflect the data available (self-assessment, previous evaluation ratings and evidence, etc.). The school counselor and his or her evaluator determine the level of autonomy the school counselor will have with planning and meet to develop two focused goals: one on performance standards and the second on metric(s) of student outcomes. See Appendix F for a sample template.

As part of the professional growth plan and goal-setting process, the school counselor and evaluator team needs to set specific targets that represent successful performance as well as the evidence indicators that will determine if the goals are met. It is recommended that they set goals that are specific, measurable, attainable, results-oriented and time-bound (S.M.A.R.T). They also need to clearly delineate action steps and strategies. Critical to this process is that the school counselor and evaluator have a common understanding of what information will inform the summative evaluation and what level of performance will result in an effective rating. The professional growth plan includes:

- o Identification of area(s) for future professional growth;
- o Specific resources and opportunities to assist the school counselor in enhancing skills, knowledge and practice; and
- o Opportunities that will enable the school counselor to produce positive student outcomes.

The Professional growth plan helps the school counselor focus on areas of professional development that will help him or her improve practice. The plan should be one academic year in duration and may support the goals of the individual professional development plan – but not replace it. Within the plan, the professional development should address the individual needs of the school counselor and specifically relate to his or her areas for growth as identified in the evaluation. The evaluator should recommend professional development opportunities and help the school counselor by providing resources (e.g., release time, sources of financial support).

Once the school counselor and evaluator develop a professional growth plan, they should work together to monitor progress. Scheduled conferences are recommended several times during the year to provide opportunities for

professional conversation or direction about performance, goals, progress, as well as supports needed. During the year, the evaluator and school counselor should discuss opportunities for professional development that evolve as a result of the evaluation process.

Goal Setting: Improvement Plan

The purpose of the improvement plan is to help the school counselor focus on area(s) in which they need intensive support to improve practice. A school counselor must develop an improvement plan when his or her final summative rating is Ineffective. Additionally, an evaluator may initiate an improvement plan at any time during the evaluation cycle based on deficiencies in performance by the school counselor.

The evaluator directs the development of the improvement plan. Preparing the plan may take more than one meeting; evaluators and counselors should spend enough time to ensure that the plan is comprehensive and well detailed. The evaluator will review the improvement plan with the school counselor and identify specific areas for improvement. For a sample improvement plan template, see Appendix G.

When an evaluator initiates an improvement plan, it is his or her responsibility to:

- o Identify, in writing, the specific area(s) for improvement to be addressed in relationship to the *Ohio Standards for School Counselors*;
- o Specify in writing, the desired level of performance that is expected for improvement and afford a reasonable period of time to correct deficiencies;
- o Develop and implement a written plan for improvement for the school counselor to begin immediately, and also include resources and assistance when available;
- o Determine additional education or professional development opportunities needed for the school counselor to improve in identified area(s); and
- o Gather evidence of progress or lack of progress toward improvement by the school counselor.

Once the school counselor and evaluator develop an improvement plan, they should work together to monitor progress of the plan.

Scheduled conferences are recommended several times during the year to provide opportunities for professional conversation or direction about performance, goals, progress, as well as supports needed.

An evaluator should complete a reassessment of the school counselor's performance in accordance with the written plan. Upon this reassessment, if the school counselor has documented improvement at an acceptable level of performance, the professional growth plan may resume. If the school counselor's performance continues to remain at the Ineffective level, the supervising administrator may reinstate the improvement plan with additional recommendations or take the necessary steps to recommend dismissal.

Observations: Gathering Evidence of School Counselor Performance

Observations of the school counselor provide the evaluator with important evidence when assessing a school counselor's performance and effectiveness. As an evaluator observes a school counselor engaging with students, parents or other stakeholders, he or she may collect valuable evidence. Evaluators engage in both formal and informal observations (see below for descriptions of the formal and informal observation). **A school counselor**

must follow the ethics of maintaining confidentiality in counseling relationships and this must be taken into consideration when engaging in observations of the school counselor. This does not mean observations of the school counselor should not occur, it means the evaluator and school counselor should work together to identify observation times where nonconfidential activities are scheduled so no breach in confidentiality occurs. Non-confidential activities (school counseling activities that do not compromise confidentiality by the presence of an outside observer) may include, but are not limited to, guidance activities in a classroom, instructional small group activities, parent education functions, staff development, child study team meetings and data meetings.

Formal Observations

Formal observations must occur two times during the evaluation cycle and last for a minimum of 30 minutes each. The school counselor and evaluator should set times for the formal observations to take place and adjust this scheduled time and date as necessary if the observations are not conducted as planned. During the observations, the evaluator documents specific information related to school counseling activities. The evaluator then completes a narrative (see Evidence Collection Tips below) to document each formal observation. Formal observations will not include videotaping or sound recordings without written permission of the school counselor. The evaluator will analyze each formal observation using the ***School Counselor Evaluation Rubric***.

Informal Observations

Informal observations of school counselors are walkthroughs of non-confidential activities that may be unannounced by the evaluator.

Evaluators will conduct informal observations that are snapshots of the school counselor's regular activities (see Appendix H for an Informal Observation: Open-Ended Form). Summary data collected through a series of informal observations, along with evidence documented through formal observations will come together to inform the school counselor's final summative evaluation rating.

Informal observations are a:

- o Tool to inform evaluation that provides the opportunity to gather evidence of school counselor practice over a series of short visits;
- o Process for giving targeted, evidence-based feedback to school counselors; and
- o Means for school leadership to visit school counselors more frequently and more purposefully.

An informal observation is not a(n):

- O Formal observation;
- O "Gotcha" opportunity for supervisors or evaluators;
- O Isolated event; or
- O Shortcut to the observation protocol required as part of the school counselor valuation process.

Evidence Collection Tips

During observations, it is important to collect evidence that is accurate and can help inform the evaluation of

the school counselor. Scripting during an observation is an important step for evidence collection. The following strategies will help the evaluator script during the observation of the activities and process the script after the observation.

During the Observation

- o **Time** – Capture the length of the different segments of the activity .
- o **Abbreviate** – It's challenging to get down everything the school counselor says and does, so when possible, abbreviate. After the observation, review your notes and write out what you abbreviated.
- o **Verbatim** – Capture as much verbatim dialogue as possible. Nothing is better than direct quotes of what the school counselor says. Use SC for school counselor, S for student and P for parent verbatim.
- o **Paraphrase** – Use parentheses to indicate paraphrasing, so when you go back through your notes you know what is paraphrased and what is verbatim.
- o **Circulate** – Circulate as necessary to collect evidence about the student activity from the school counselor or the student.

After the Observation

- o **Upfront Summary** – After you finish, go through your script and write a brief summary of the school counseling activities.
- o **Label** – Begin to categorize your scripting notes by labeling evidence for various indicators on the rubric.
- o **Activity Analysis** – Identify the primary objectives of the activity and its sub-objectives.
- o **Q&F** – After you finish, go through your script and label all questions and feedback.

Defining the Evaluation Ratings

In accordance with Ohio Revised Code 3319.113, the Ohio School Counselor Evaluation Rubric outlines specific standards and criteria that distinguish four levels of school counselor performance for each of the seven areas outlined on the rubric. Each rating can also be described in more general terms (as illustrated below), and the evaluator should consider these in determining the holistic rating of school counselor performance.

<p>Ineffective: A rating of <i>Ineffective</i> indicates that the school counselor consistently fails to demonstrate minimum competency in one or more standards. There is little or no improvement over time. The school counselor requires immediate assistance and needs to be placed on an improvement plan.</p>	<p>Developing: A rating of <i>Developing</i> indicates that the school counselor demonstrates minimum competency in many of the standards, but may struggle with others. The school counselor is making progress but requires ongoing professional support for necessary growth to occur.</p>	<p>Skilled: A rating of <i>Skilled</i> indicates that the school counselor consistently meets expectations for performance and fully demonstrates most or all competencies. This rating is the rigorous, expected performance level for most experienced school counselors.</p>	<p>Accomplished: A rating of <i>Accomplished</i> indicates that the school counselor is a leader and model in the school and district, exceeding expectations for performance. The school counselor consistently strives to improve his or her professional practice and contributes to the school or district through the development and mentoring of colleagues.</p>
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Using Evidence to Inform Ratings

The following is a suggested step-by-step guidance for the scoring process as it occurs throughout the evaluation cycle. This guidance can help evaluators review and analyze evidence to inform school counselor ratings throughout the evaluation cycle. It is important to understand that evidence for each standard may not be observable during formal and informal observation. Continuous collaboration with both the evaluator and school counselor is important for collecting evidence and determining a rating in all the standard areas. Since the School Counselor Evaluation Rubric is intended to be scored holistically, evaluators will need to assess which performance level provides the best overall description of the school counselor. The evaluator should consider the school counselor to student ratio when determining the performance rating of the school counselor.

Step One: Gather Evidence

- **Align evidence to each area on the evaluation rubric.** Group the evidence collected from the formal and informal observations, conferences and everyday interactions with the school counselor into the appropriate areas on the evaluation rubric. When completing the evaluation rubric, please note that evaluators are not expected to gather evidence on all indicators for each observation. By the end of the evaluation cycle, however, they are required to have evidence of all standard areas in the evaluation rubric.
- **Be consistent in gathering, recording and sharing detailed, factual evidence.** Capture enough detail to accurately but succinctly describe the activity, interaction or behavior factually (without implied judgment or opinion in the recording).
- **Review and analyze evidence by rubric area to determine where more information is needed.** As the year progresses, holes in evidence coverage across standard areas may emerge. If the evaluator organizes the evidence collected by rubric area after

each interaction, missing evidence will be apparent. Keep these rubric areas in mind during future interactions with the school counselor, since school counselor evaluation requires evidence in all rubric areas.

Step Two: Issue a Rating for Each Rubric Area

- **Read all of the evidence collected up to that point within the rubric area, looking for patterns.** A school counselor may develop priorities in several standard areas and may follow with a goal to address a standard area. The school counselor also may develop a goal based on student outcomes for his or her building. The evaluator may observe an activity the school counselor may engage in to demonstrate work and progress toward the goals. The evaluator can collect evidence and provide meaningful feedback to the school counselor and look for patterns. Note these patterns and take them into consideration when issuing a rating.
- **Compare the evidence and patterns to the performance indicators.** After becoming familiar with the rubric, start by re-reading all of the Skilled performance indicators in a standard area. Does the evidence exemplify this level of performance? Whether yes or no, look at the Accomplished or Developing performance level indicators as well, to decide if either of the performance levels better aligns with the available evidence. If the Developing indicators seem to be an appropriate match to the evidence, also read the Ineffective indicators carefully to consider whether any evidence is at this level.
- **Repeat the process above for each rubric area and then consider patterns of performance across the evaluation rubric.** Once you determine a rating for each of the rubric areas, based on the available evidence from multiple interactions, look at the larger picture of performance across all areas of the rubric. Although all areas are important for effective school counseling practice, you may find it appropriate to more strongly weight patterns of behavior in one area over another. The key point is that the evaluator should consider no one area in isolation, but should analyze each in relation to all other areas of performance. Determine which of the four performance levels is most appropriate for the school counselor based on this holistic process.

It is recommended that the evaluator completes steps one and two after each formal observation of the school counselor. Once the evaluator completes that scoring process, he or she should use that information to issue the end-of-year holistic final summative rating. It is important to note that the evaluator may not have the Metric(s) of Student Outcomes after each formal observation because evidence may not be available; they will need to consider this rubric area only during step three.

Determining the Final Summative Rating of School Counselor Effectiveness

At the end of the evaluation cycle, a school counselor must receive a final summative rating that reflects his or her performance throughout the evaluation cycle. The evaluator completes the final summative rating of school counselor performance after he or she has gathered and analyzed multiple sources of evidence from across the evaluation cycle. Step three outlines how the evaluator issues this rating.

Step Three: Issue an End-of-year Holistic Final Summative Rating

- **Meet with School Counselor to Review Metric(s) of Student Outcomes.** To issue a rating for the Metric(s) of Student Outcomes and incorporate this area into the end-of-year holistic final summative rating, the evaluator and school counselor should meet to review the previously determined student metrics. The school counselor will provide the evaluator with data and analysis demonstrating that students' skills, knowledge, or behaviors have *positively* changed as a result of the school counselor's activities. The evaluator should use the evaluation rubric to determine the level of performance in this rubric area.

- **Consider all evidence from the year, paying attention to patterns and trends.** To issue a school counselor's end-of-year final summative rating, return to the body of collected evidence for the evaluation cycle. Use the process outlined to reconsider the evidence in each standard area across the arc of the entire year, taking into account observations, all conferences and daily interactions. During this step, it is particularly important to consider trends in the school counselor's performance over time. Was the school counselor consistent in his or her leadership? Was he or she successful in meeting goals? Did positive student outcomes occur? If a pattern of evidence in a particular standard area displays a trend of behavior or practice, the evaluator may consider placing more emphasis on that area.

- **Consider minimum thresholds of competency.** Flag any instance of an Ineffective rating in preparation to issue the final rating. While the evaluator should examine the example of ineffective behavior within the entire context of the evidence collected, consider that there are minimum thresholds of competency for each of the seven areas described in the **Ohio School Counselor Evaluation Rubric**. It is possible that a serious deficiency in one area can and should carry more weight than positive ratings in other areas. The evaluator must rely on professional judgment, supported by the evidence gathered, to decide if this evidence of ineffective practice is grounds to issue a final Ineffective rating. The evaluator also should take into account how detrimental the displayed deficiency is to the school counselor's students and parents, staff and building as a whole.

- **Issue the final performance rating, summarize the supporting evidence and offer areas of reinforcement and refinement.** Complete the performance rating process by documenting the school counselor's final summative rating. Support your rating with evidence from formal and informal observations, artifacts provided by the school counselor and other appropriate evidence collected throughout the evaluation cycle. Provide succinct, targeted feedback on needed professional growth so the school counselor will clearly understand the path to continuous growth and improvement and has concrete examples to help him or her improve practice. See Appendix K for a sample form.

Choosing Reinforcement and Refinement Areas

When choosing areas of reinforcement and refinement after considering all evidence from the observation cycle, an evaluator should consider several guiding questions to ensure that the professional growth plan will result in maximum benefits for the school counselor and his or her students. The following page illustrates hints and questions for choosing reinforcement and refinement objectives.

Which area on the rubric received the highest ratings (reinforcement and the lowest ratings (refinement)?)	Which of these areas would have the greatest impact with students?	Which of these areas would have the greatest impact on the other areas of the rubric?
In which area will the school counselor have the most potential for growth?	Make sure the reinforcement is not directly related to the refinement.	Choose a refinement area for which there is sufficient and specific evidence from the observation to support why the school counselor needs work in this area.

Summative Evaluation Conference

After the evaluator completes the evaluation cycle, it is *recommended* that the evaluator meets with the school counselor to discuss the final summative rating and written report. Although the evaluation rubric helps in evaluating the school counselor's practice, its primary purpose is to provide the basis of support the school counselor receives for professional growth. This support should be provided by the evaluator. During the conference, evaluators will review areas of reinforcement, refinement and the final summative rating of the school counselor.

A recommended framework for the summative evaluation conference could look like the following:

1. Introduction/Greeting/Establish Length of Conference
2. Reinforcing the School Counselor (Area of Relative Strength)
3. Refining the School Counselor's Practice (Area for Further Support)
4. Present Evidence and Final Summative Rating Connected to the Ohio School Counselor Evaluation Rubric

According to Ohio Revised Code 3319.113, school counselors must receive a written report of their evaluation results from the evaluator.

Appendix B: School Counselor Evaluation Rubric

The **School Counselor Evaluation Rubric** is intended to be scored holistically. This means the evaluator will assess which level provides the best overall description of the school counselor. The evaluator is to consider evidence gathered during the pre-observation conference, the observation, the post-observation conference, and informal observations of school counselor activities (if applicable) when completing the rubric.

Standard One: Comprehensive School Counseling Program Plan - School counselors collaboratively envision a plan for a comprehensive school counseling program that is developmental, preventative, responsive and in alignment with the school's goals and mission.				
	Ineffective	Developing	Skilled	Accomplished
	The school counselor cannot articulate components of a comprehensive school counseling program.	The school counselor articulates all components of a comprehensive school counseling program.	The school counselor articulates all components of a comprehensive school counseling program, reflects on future program needs and works to design a plan of implementation.	The school counselor implements all components of a comprehensive school counseling program and frequently reflects on future program development.
	The school counselor does not collaborate with key stakeholders to set the goals, priorities and implementation strategies when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders on a limited basis to set goals, priorities and implementation strategies that partially align to the school's goals and mission when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders to set the goals, priorities, and implementation strategies that align to the school's goals and mission when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders to set the goals, priorities and implementation strategies that align to the school's goals and mission when a comprehensive school counseling program is being designed and suggests enhancements and adjustments for program based on needs and results.
	The school counselor identifies no resources to implement the program.	The school counselor identifies resources needed to partially implement the program.	The school counselor identifies resources to fully implement the program.	The school counselor utilizes resources to fully implement the program from an innovative or diverse set of partners.
Evidence				

Standard Two: Direct Services for Academic, Career and Social/Emotional Development - School counselors develop a curriculum, offer individual student planning and deliver responsive services to assist students in developing and applying knowledge, skills and mindsets for academic, career and social/emotional development.

	Ineffective	Developing	Skilled	Accomplished
	The school counselor lacks knowledge of academic program and/or does not deliver counseling, activities, and/or experiences that support student's academic progress and goals.	The school counselor uses knowledge of the academic program to plan and deliver counseling, activities and/or experiences that support students' academic progress and goals.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' academic progress and goals and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to support students' academic progress and goals and makes adjustments as needed.
	The school counselor does not deliver developmentally appropriate counseling, activities, and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor inconsistently or ineffectively provides developmentally appropriate counseling, activities and/or experiences that build students' awareness of Ohio-Specific college, career and education options and resources.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to enhance students' and parents/guardians' awareness of Ohio-specific college, career and education options and resources and make adjustments as needed.
	The school counselor does not deliver counseling, activities and/or experiences that promote student well-being.	The school counselor attempts to deliver counseling, activities and/or experiences that promote student well-being with limited success.	The school counselor consistently delivers counseling, activities and/or experiences that promote students' social/emotional development and well-being.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to promote students' social-emotional development and well-being and makes adjustments as needed.
Evidence				

Standard Three: Indirect Services: Partnerships and Referrals - School counselors collaborate and consult with school personnel, parents/guardians, community partners and agencies/organizations to coordinate support for all students.

	Ineffective	Developing	Skilled	Accomplished
	<p>The school counselor provides no information to parents/guardians and school personnel for students' academic, career and social-emotional development.</p>	<p>The school counselor provides relevant information upon request to parents/guardians and school personnel for students' academic, career and social-emotional development.</p>	<p>The school counselor provides relevant information on a regular basis through collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development.</p>	<p>The school counselor provides relevant information on a regular basis and initiates collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development.</p>
	<p>The school counselor does not coordinate school and community resources to support students and promote their success.</p>	<p>The school counselor attempts to coordinate school and community resources to support students and promote their success, but has limited success.</p>	<p>The school counselor coordinates school and community resources to support students and promote their success.</p>	<p>The school counselor coordinates school and community resources, and positively influences the types of services the partners provide to support students and promote their success.</p>
	<p>The school counselor does not make referrals on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.</p>	<p>The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services only upon request.</p>	<p>The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.</p>	<p>The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services and follows up within the guidelines of confidentiality when appropriate.</p>
Evidence				

Standard Four: Evaluation and Data - School counselors collaboratively engage in a cycle of continuous improvement using data to identify needs, plan and implement programs, evaluate impact and adjust accordingly.				
	Ineffective	Developing	Skilled	Accomplished
	<p>The school counselor does not monitor student performance and progress.</p> <p>The school counselor does not monitor effectiveness of the program.</p>	<p>The school counselor does limited monitoring of individual and group student performance and progress data to identify gaps and develops some appropriate interventions to enhance or improve student success.</p> <p>The school counselor uses some data with minimal effectiveness to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.</p>	<p>The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success.</p> <p>The school counselor effectively uses data to conduct program monitoring, assesses implementation effectiveness, and makes adjustments for program improvement accordingly.</p>	<p>The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success, and fosters student self-monitoring.</p> <p>The school counselor uses comprehensive data to conduct regular program monitoring, assesses implementation and effectiveness, and collaborates with stakeholders to make adjustments for program improvement accordingly.</p>
Evidence				

Standard Five: Leadership and Advocacy – School Counselors lead school efforts and advocate for policies and practices that support an equitable, safe, inclusive and positive learning environment for all students.

	Ineffective	Developing	Skilled	Accomplished
	<p>The school counselor does not attempt to establish professional relationships within the school through communication, teamwork and collaboration.</p>	<p>The school counselor attempts to establish professional relationships within the school through communication, teamwork and collaboration with limited success.</p>	<p>The school counselor establishes and maintains professional relationships within and outside of the school through communication, teamwork and collaboration.</p>	<p>The school counselor establishes and strengthens strategic professional relationships within and outside of the school through communication, teamwork and collaboration.</p>
	<p>The school counselor does not advocate for nor responds to the needs of the diverse populations.</p>	<p>The school counselor attempts to respond to the needs of diverse populations and has demonstrated progress in promoting and inclusive, responsive and safe school environment for its diverse members.</p>	<p>The school counselor effectively advocates for and responds to the needs of diverse populations, resulting in a positive impact on practices that promotes an inclusive, responsive and safe school environment for its diverse members.</p>	<p>The school counselor effectively advocates for practices within and outside of the school community and proactively addresses the changing needs of diverse populations resulting in a positive impact that promotes an inclusive, responsive and safe school environment for its diverse members.</p>
	<p>The school counselor is unable to identify community, environmental and institutional factors and enhance or impede development and does not advocate for equity of opportunity for all students.</p>	<p>The school counselor identifies community, environmental and institutional factors that enhance or impede development but does not advocate for equity of opportunity for all students.</p>	<p>The school counselor identifies community, environmental and institutional factors that enhance or impede development and advocates for equity of opportunity for all students.</p>	<p>The school counselor identifies community, environmental and institutional factors that enhance or impede development and collaborates with stakeholders to advocate for programs, policies and practices that ensure equity of opportunity for all students.</p>
	<p>The school counselor does not promote the program or the role of the school counselor in achieving the school’s mission and student success.</p>	<p>The school counselor occasionally promotes the program and is beginning to articulate the role of the school counselor in achieving the school’s mission and student success.</p>	<p>The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school’s mission and student success.</p>	<p>The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school’s mission and student success, and contributes to the advancement of the school counseling profession.</p>
Evidence				

Standard Six: Professional Responsibility, Knowledge and Growth - School Counselors adhere to the ethical standards of the profession, engage in ongoing professional learning and refine their work through reflective analysis.				
	Ineffective	Developing	Skilled	Accomplished
	<p>The school counselor does not adhere to the American School Counselor Association and other relevant ethical standards for school counselors nor the relevant federal, state and local codes and policies.</p>	<p>The school counselor has limited adherence to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies.</p>	<p>The school counselor adheres to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies.</p>	<p>The school counselor adheres to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies. The counselor also helps colleagues access and interpret codes and policies and understand implications.</p>
	<p>The school counselor does not engage in self-reflection of practice, review data to set goals for improvement or participate in professional learning.</p>	<p>The school counselor engages in limited self-reflection of practice, reviews minimal data and ineffectively to set goals for improvement and participates in professional learning to meet some goals, enhance skills and stay current on professional issues.</p>	<p>The school counselor engages in thoughtful self-reflection of practice, reviews data to set goals for improvement and participates in professional learning to meet goals, enhance skills and stay current on professional issues.</p>	<p>The school counselor engages in thoughtful and ongoing self-reflection of practice, consistently reviews data to set and monitor goals for improvement; and participates in professional learning to meet goals, enhance skills and stay current on professional issues, educating others on learnings when appropriate.</p>
	<p>The school counselor does not make does not attend professional meetings nor belong to organizations at the local, state or national level.</p>	<p>The school counselor attends professional meetings and/or belongs to organizations at the local, state or national level.</p>	<p>The school counselor actively participates in both professional meetings and organizations at the local, state or national levels.</p>	<p>The school counselor coordinates, facilitates and/or provides leadership in professional meetings and organizations at the local, state or national level.</p>
Evidence				

Metric(s) of Student Outcomes: - School Counselors demonstrate an ability to produce positive student outcomes using pre-determined metrics.				
	<p>Ineffective The school counselor does not collect data nor demonstrate a positive change in students' knowledge, behavior or skills.</p>	<p>Developing The school counselor collects data but cannot demonstrate a positive change in students' knowledge, behavior or skills.</p>	<p>Skilled The school counselor clearly demonstrates a positive change in students' knowledge, behavior or skills within at least one student domain.</p>	<p>Accomplished The school counselor clearly demonstrates a positive change in students' knowledge, behavior or skills within three student domains.</p>