

# 08-30-2018 2653-01 18-MED-02-0128 K37107

# **CONTRACT BETWEEN THE**

# LICKING VALLEY LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

and the

# LICKING VALLEY EDUCATION ASSOCIATION

July 1, 2018 through June 30, 2021

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# **ARTICLE 1 - RECOGNITION**

A. The Licking Valley Board of Education (hereinafter referred to as the Board) recognizes the Licking Valley Education Association (LVEA) (hereinafter referred to as the Association), an affiliated local of the Ohio Education Association (OEA) and the National Education Association (NEA), as the exclusive representative and bargaining agent for all bargaining unit members employed by the district.

B. **UNIT OF REPRESENTATION** - The bargaining unit shall consist of all full and part-time teachers (employed twenty [20] or more hours each week), including guidance personnel, nurses, librarians, speech and hearing therapists (regardless of hours employed). All other district employees shall be excluded from the bargaining unit.

C. The scope of Negotiations - shall be as allowed by ORC §4117.08.

# **ARTICLE 2 - NEGOTIATIONS PROCEDURE**

#### A. <u>GENERAL</u>

- 1. A written request for negotiations shall be made no earlier than ninety (90) days or no later than sixty (60) days prior to the expiration of the current negotiated agreement.
- 2. All proposals shall be submitted in writing by both parties at the initial meeting. Thereafter, no new items shall be submitted without mutual agreement.
- 3. As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator for each party.
- 4. Tentative agreement on the negotiations package shall be reduced to writing and initialed by the representatives of each team, but such initialing shall not be construed as final agreement. The tentative agreement shall be submitted to the Association for a vote and then to the Board. After both approvals, it shall be legally binding on both parties.

#### B. **DISAGREEMENT**

- 1. If agreement is not reached within ninety (90) days from the first negotiations session, either party may declare impasse.
- 2. It is agreed by the Association and the Board that the terms of the existing agreement shall be extended throughout the impasse procedure period.

# **ARTICLE 3 - PROVISIONS CONTRARY TO LAW**

If any provision of this document or any application of the document to any member of the unit of representation or the Board shall be found contrary to law, that provision or application shall be deemed invalid to the extent prohibited by law, but all other provisions shall continue in full force and effect.

### **ARTICLE 4 - GRIEVANCE PROCEDURE**

#### A. **DEFINITIONS**

A grievance shall mean a complaint by any teacher or the LVEA involving the violation, interpretation, or inequitable application of the negotiations agreement.

#### B. INITIATION AND PROCESSING

#### 1. Level One (Informal)

The grievant will first discuss the grievance with the immediate supervisor involved, with the objective of resolving the matter informally. Such discussion must take place within ten (10) days of the date on which the grievant knew or should have known about the issue giving rise to the grievance. If the matter is not resolved to the satisfaction of the grievant, within ten (10) days after this informal discussion, the grievance form (Appendix A) may be submitted to the immediate supervisor. If no grievance form is submitted within five (10) days after informal discussion, it shall be presumed that the grievance is resolved.

#### 2. Level Two

- a. Within five (5) days of the submission of the grievance form, a meeting shall be held between the grievant, the LVEA grievance chairperson, legal counsel, if any, and the immediate supervisor involved in the grievance. By mutual agreement of the grievant and the immediate supervisor involved, this time factor may be otherwise arranged. Copies of the written grievance are to be sent by the grievant to the Superintendent.
- b. The immediate supervisor shall communicate his/her decision in writing within five (5) days of the Level 2 hearing to the grievant, to all persons at the hearing, and to the Superintendent.

#### 3. Level Three

- a. Within five (5) days of receipt by the grievant of the decision rendered by the immediate supervisor, such decision may be appealed in writing to the Superintendent. The appeal shall include:
  - i. A copy of the Level 2 decision;
  - ii. The grounds for appeal;
  - iii. The names of all persons officially present at the hearing. Each person officially present at the hearing shall receive a copy of the appeal.
- b. The appeal shall be heard by the Superintendent within five (5) days of the date of the written request. Two (2) days prior to the hearing, written notice of the time and place shall be given to the grievant, his legal counsel, if any, the LVEA grievance chairperson, and any administrator who has previously been involved in the grievance.
- c. Within five (5) days of hearing the appeal, the Superintendent shall communicate to the grievant and all other parties officially present at the hearing, his/her written decision, including his/her supporting reasons. A copy of the decision shall be sent to the LVEA grievance chairperson.

### 4. Level Four - Board of Education

- a. If the grievant is not satisfied with the Superintendent's decision, he or she may, within five (5) days of receipt of the decision rendered by the Superintendent, file with the Superintendent's office a written request that the grievance be submitted to the Board within ten (10) days.
- b. Upon mutual agreement between the Board and the Association, the grievance may bypass Level 4 and proceed to Level 5.
- c. The Board shall render its decision within ten (10) days after its next regular meeting. The Board's determination shall be communicated to the grievant and all other parties officially present at the hearing. A copy of the decision shall be sent to the LVEA grievance chairperson.

#### 5. <u>Level Five – Arbitration</u>

If the grievance is not resolved at Level Four, it may be submitted to binding arbitration by the Association by submitting the grievance form to the Superintendent within five (5) days of the receipt of the Level Four decision, indicating on the form that the Association is appealing the grievance to Level Five. The grievance shall be heard by an arbitrator acceptable to both parties. If there is no agreement on the arbitrator within five (5) days, the selection will

then be made from names submitted by the American Arbitration Association. Neither party shall be permitted to assert in such arbitration proceedings any grounds or rely on any evidence not previously disclosed to the other. The Board, the Association, and the aggrieved shall be bound by the award of the arbitrator. The cost of any arbitration under this article shall be shared equally by the Board and the Association.

- a. The arbitrator shall conduct the necessary hearing(s) and issue the decision within the time limit agreed by the Association, the Board, and the arbitrator.
- b. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any terms of the written provisions of this Agreement, nor shall he/she make any decisions contrary to law.

#### C. GENERAL PROCEDURES

- 1. Written requests by the grievant should state what the grievance is and how he/she thinks it should be resolved.
- 2. Failure at any step of this procedure to communicate the grievance decision in writing within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- 3. Copies should be made of each request for a hearing and of each decision and should be sent to the following:
  - a. The Superintendent;
  - b. The supervisor involved;
  - c. The grievant;
  - d. The LVEA grievance chairperson; and
  - e. The LVEA president.
- 4. The LVEA may designate one (1) member as its grievance chairperson. He/she may attend any meetings, hearings, etc., involved in the steps.
- 5. Any party in interest may be represented at all stages of the grievance procedure by a person of his/her own choosing.
- 6. The Board of Education and the administration will cooperate with the Association in its investigation of any grievance, and will furnish the Association with such information as is requested for the processing of any grievance.

- 7. It will be the practice of all grievants and/or parties in interest to process grievances after the regular work day has ended or at other times which do not interfere with assigned duties. However, upon mutual agreement among the grievant, the Association, and the Board of Education that proceedings should be held during regular working hours, the grievant and the appropriate Association representative will be released from assigned duties without loss of pay.
- 8. As used in this Article, the term "days" shall refer to calendar days during the summer months and shall refer to school days when school is in session.

# **ARTICLE 5 - ASSOCIATION RIGHTS**

- A. Rights granted in this section shall be granted only to the Licking Valley Education Association.
- B. The Association, its agents, and affiliates shall be the only Teacher Association to have the right to use the school building(s) for meetings. Such meetings shall not interfere with, or interrupt normal instructional programs or school operations, and further, shall be in keeping with the provisions of the ORC. The Association, its agents and affiliates shall ask the district office for the building to be used for a meeting at least three (3) calendar days in advance of any meeting, except in cases of emergency.

The Association shall be the only Teacher Association to have the right to use facilities and equipment and shall be responsible for equipment when operated by a member of the Association on their own time. The Association shall reimburse the Board of Education for the cost of consumable supplies. After each use, the building principal or secretary shall be told:

- 1. The machine used;
- 2. Number of copies made;
- 3. Board materials used, if any; and
- 4. Name of user.
- C. The cost of a substitute for one (1) LVEA delegate to attend the OEA Convention, for up to three (3) days, shall be approved by the Board of Education.
- D. A copy of the Board agenda will be made available to the LVEA president when it is made available to the Board members. A copy of the official Board minutes will be made available to the LVEA president within three (3) working days after Board approval.
- E. The LVEA agrees that it is a professional teachers association whose main concern is the education of Licking Valley students.

# **ARTICLE 6 - INDIVIDUAL RIGHTS**

#### A. MEMBER RIGHTS

- 1. The Board of Education agrees that all members of the instructional staff are entitled to full rights of citizenship regardless of race, color, creed, sex, age, or place of origin.
- 2. The Board of Education further agrees that members of the instructional staff have the right to exercise their constitutional rights of political involvement without fear of reprisal or discipline in any form, as long as it doesn't interfere with their classroom instruction.
- 3. The Board of Education further agrees that the private and personal life of any teacher is not within the appropriate concern or attention of the Board of Education as either a condition of employment or renewed employment, as long as it does not interfere with his/her teaching duties as proved by the administration.
- 4. The Board of Education further agrees that members of the instructional staff may, while on school premises, wear insignias, pins, or other identification of membership in the Association or other civic or professional organizations.
- 5. The Board of Education further provides the right of due process to all members of the instructional staff.
- 6. The Board will agree to enroll the legally dependent children of bargaining unit members tuition free who do not reside in the District provided:
  - a. The Licking Valley Local School District has in existence the required educational programs and staff to which the child(ren) must be assigned.
  - b. The child(ren) comply with Board and Administrative policies, rules and regulations governing the conduct of students.
  - c. The member provides their transportation.
  - d. Employees' children will be subject to the district's open enrollment policy and will be considered prior to other applicants.

#### B. COMPLAINTS AGAINST MEMBERS

1. When a formal complaint is made, either orally or in writing, to the Board of Education, any of its members, or a school administrator by a person concerning a teacher's conduct or other activities that relate to the teacher's

contract, using common sense judgment, the teacher shall be informed of the stated concern by the appropriate administrator. The appropriate administrator and/or teacher shall attempt to resolve the concern with the person.

- 2. Should the complainant still not be satisfied and bring the concern to a Board of Education meeting, the teacher shall be so informed and have the right to provide the Board of Education with information concerning the issue in executive session and with rights of representation and due process.
- 3. In no case shall such a complaint be grounds for action or reprimand or discipline against a teacher without the teacher having prior notice that would allow a reasonable period of time for the teacher to attempt to resolve the concern, be provided a hearing with representation if requested, or provide information on the issue to the administration.
- 4. This procedure will also be applied to complaints involving supplemental contracts.

#### C. **PERSONNEL FILES**

- 1. The Board of Education agrees to notify all professional employees of any records being kept on said employee pursuant to ORC 1347.01-09.
- 2. Bargaining unit members shall receive a copy of all items prior to their placement in their personnel files. All items placed in the file shall be signed and dated by the person placing the item in the file. Said employee shall have the right to attach to any document placed in his/her file, a rebuttal; and said employee shall have the right to request a hearing with the Board of Education on any material in his/her file that he/she deems incorrect or incomplete.
- 3. Anonymous items shall not be placed in personnel files.

# **ARTICLE 7 - CONTRACTS**

- A. The Board of Education shall provide each member of the instructional staff individual written contracts in keeping with the provisions of the Ohio Revised Code and Board-adopted policies.
- B. The contract sequence shall be 1-1-2-3-5. A unit member eligible for a 3 or a 5 year contract may be given a one (1) or two (2) year contract with written reasons for professional improvement.
- C. Teachers who are eligible for continuing contracts during the period of multi-year limited contract shall be considered for a continuing contract at the April Board

meeting and may be granted continuing contract status at the beginning of the next school year. In order to be considered for a continuing contract, a teacher must provide written notice and proof (proper license/certificate) of eligibility to the Treasurer's Office not later than October 1 of the year prior to the April meeting when the Board will consider action upon the request.

- D. The following procedures and/or actions by the Superintendent or Board are hereby expressly excluded from the foregoing:
  - 1. Termination of contracts, which shall be governed by Section 3319.16 Ohio Revised Code.
  - 2. Non-renewal of contracts, which shall be governed by Section 3319.11 Ohio Revised Code.

# **ARTICLE 8 - VACANCIES, TRANSFERS, PROMOTIONS**

- A. The administration shall post for a minimum of five (5) days, except in extenuating circumstances, to the certified staff any certified openings or new positions within the District so they may express an interest in being considered for such positions. "Posting" means the Board shall display a written list of all vacant positions on the District web site and in an email to all staff. Teachers interested in transfer or other jobs within the District should let the Superintendent know of this interest in writing.
- B. The determination of assignments shall be made by the Superintendent considering the overall effect upon the school district, as well as the individual's wishes and qualifications.
- C. If more than one (1) teacher has applied for a position, the teacher best qualified for that position shall be appointed and, qualifications being equal, seniority in the school system shall control.
- D. Determination of "best qualified" lies with the Superintendent.
- E. This policy shall not apply to contracts issued for a period of less than one (1) semester.
- F. Prior to any involuntary transfer, the Superintendent will offer to meet with the teacher and, if the teacher requests a meeting, shall meet and explain the reasons for the transfer. The teacher may have a representative present if he/she chooses. If, by reason of illness or absence of the Superintendent or the teacher, the meeting cannot be held prior to the transfer, the transfer will take place.
- G. All supplemental positions the Board determines to fill and that are not filled by the individual holding the position the prior school year, shall be posted internally for a

period of not less than five (5) workdays. Hiring decisions shall be in the sole discretion of the Superintendent.

### **ARTICLE 9 - REDUCTION IN FORCE**

- A. When a reduction in the number of certified staff is deemed necessary because of return to duty of regular teachers after leaves of absence, including suspension of schools; territorial changes affecting the district; a decrease in student enrollment; changes in curriculum; financial reasons; changes in use of instructional personnel and for other reasons as identified by the Board and administration, the Superintendent shall determine the curricular area, subject, level or program that will lose staff positions, as well as the date that such reductions are needed. Notice of a potential reduction in force shall be given to the Association President by the end of the school year if possible and where not possible, thirty (30) calendar days before Board action to reduce staff.
- B. The Superintendent shall utilize the RIF Rubric (Appendix C), jointly designed by the Board and the Association in September 2012 for such reductions in staff giving due consideration first to the best interests of the school district and in keeping with the provisions of this contract. At the request of the Superintendent, building administrators and teachers will complete the RIF Rubric for each staff member in the area(s) designated for reductions in force and submit the completed Rubrics to the Superintendent. The Superintendent will review the RIF Rubrics for each staff member, identifying for reduction in force staff members with the lowest scores on the Rubric relative to other staff members' scores in the same certification/licensure area(s). When a reduction in force action is to be taken, the Superintendent shall notify the staff it is necessary to suspend contracts. This notification will include the certification/licensure areas that might possibly be affected. Teacher(s) and the Association president will be notified in writing by the Superintendent prior to any Board of Education action.
- C. Any RIF shall be in accordance with the seniority definition herein. Seniority shall be defined as continuous years of service in the district beginning with the date of contract approval by the Board of Education. RIF in areas of certification shall be in reverse order of greatest seniority.
- D. If a teacher is to be suspended from a certification area and holds valid certification in another area, that teacher shall be given prime consideration in the other area.
- E. If the teacher is not reassigned, he/she shall be given written reasons why not by the Superintendent.
- F. Recall in areas of certification shall be in order of greatest seniority. Employees whose contracts are suspended for reasons of reduction in force shall be notified by certified mail if a vacancy for which they are certified occurs within eighteen (18) months of their non-renewal or suspension. If interested in the position, the

employee shall be rehired for the job. If interested in being considered for the position, the teacher shall notify the Superintendent within ten (10) days. No employee new to the system shall be hired until all members who have been RIF'd are either hired back, or have declined employment in writing, or have not responded within the required period of time.

G. Teachers hired back or recalled from suspension shall return to duty with all rights and benefits under this contract. This provision does not apply to any teacher whose one (1) year limited contract was non-renewed.

## **ARTICLE 10 - WORKING CONDITIONS**

- A. Any days before the arrival of the students at the beginning of the school year or after the departure of the students at the end of the school year which teachers are asked to work, shall be paid work days.
- B. Each teacher shall be provided a forty (40) minute lunch period each day. Teachers will not be assigned supervisory duties during their lunch period.
- C. Travel time, during the school day, shall not be considered lunch or conference time. Members of the teaching staff involved in travel from one building to another during the school day shall be reimbursed at the IRS rate that was effective on the previous July 1.
- D. All extra duties beyond the normal work day will be voluntary except regularly scheduled staff meetings and supervision of detention.
- E. Teachers will call SUB CENTRAL or other person/service/operation designated by the Superintendent to notify the administration of their absence. It is up to the Board to secure substitutes.
- F. The teacher year shall consist of no more than one hundred eighty-four (184) days. It is the statutory right of the Board to determine the school calendar.

Effective for the 2019-2020 school year, before the Board adopts a calendar and no later than June 1, the Superintendent will submit multiple calendar options to the Association. Bargaining unit members will vote on which option they prefer. The options and the number of votes each receives will be presented to the Board for consideration.

The calendar options will include two (2) full administration-directed professional development days, two (2) full records days, and two (2) shared Administration-directed professional development days/records days. (Three (3) hours administration-directed and four (4) hours teacher-directed on shared days.) The calendar shall include one (1) Inclusion day, two (2) Professional Development days, one (1) Staff Convocation day scheduled Thursday through Tuesday. The

calendar will also include three (3) built in calamity make-up days in April and May. If more calamity make-up days are needed they may be scheduled at the end of the school year.

#### G. PLANNING/CONFERENCE TIME

- 1. Each teacher at the middle school (6-8) and high school (9-12) shall receive no less than two hundred (200) minutes of planning/conference time during the student day each week. Such planning/conference time shall be in no less than thirty (30) minute blocks.
- 2. Each teacher at the elementary level (K-5) shall receive no less than an average over the school year of: two hundred (200) minutes planning/ conference time each week.
- H. As long as the Licking County and Newark City Health Boards' smoking regulations are legally in effect, do not have a restraining order against them, are not struck down by a court of competent jurisdiction, or are not facing any legal challenge such regulations shall be upheld by all bargaining unit members. Members will be responsible for any individual fine, but not for any district fine. Unit members shall comply with federal law and Board policy prohibiting the use of tobacco in all school buildings and on school property.

The Board agrees to reimburse any bargaining unit member who submits evidence of expense, up to two (2) semester hours reimbursement under the tuition reimbursement procedure in Article 14 for any legitimate program to aid the member in quitting smoking. The member shall be reimbursed only once during the life of this contract.

I. Each bargaining unit member shall be given tentative notice of their building assignments for the next school year no later than teacher check out day. If there is a change in this assignment, the principal or Superintendent shall notify the teacher as soon as practical. If such notification is given within one (1) week of the beginning of the school year, the teacher shall be given two (2) days to prepare, unless the teacher waives this planning time.

### J. CLASS SIZE

- 1. In the event the class size of an elementary school teacher, other than a teacher of music, art or physical education, exceeds thirty (30) students, a meeting will occur between the teacher and the building principal to discuss the following options for addressing class size and option A shall be implemented unless the teacher and principal mutually agree otherwise:
  - a. The teacher will be given additional compensation at the rate of five hundred dollars (\$500.00) per student for every student in excess of the

thirty (30) students calculated as follows: at the end of the first and second semesters, the teacher will be given two hundred fifty dollars (\$250.00) per student over thirty (30) if the classroom attendance exceeded thirty (30) for more than one-half ( $\frac{1}{2}$ ) of the semester.

- b. Additional aide time will be allotted to the class;
- c. Additional teacher provided to divide the class or team teaching;
- d. The teacher will be given reduced duty time;
- e. The teacher will be given additional planning time; or
- f. Other appropriate mutually agreed to response to the teacher's class size.

In the event an IEP requires that a student be accompanied by an aide or a special education teacher in a regular classroom, on a one-on-one basis only, that student shall not be counted in determining the size of class for purposes of this article.

- 2. In the event a teacher in grades 6-12, excluding teachers of band, vocal music and study halls, has the responsibility for providing instruction to more than thirty (30) students per class per semester, a meeting will occur between the teacher and the building principal to discuss the following options for addressing class size and option A shall be implemented unless the teacher and principal mutually agree otherwise:
  - a. The teacher will be given additional compensation at the rate of five hundred dollars (\$500) per student for every student in excess of thirty (30) students per section calculated as follows: at the end of the first and second semesters, the teacher will be given two hundred fifty dollars (\$250) per student over thirty (30) if the classroom attendance exceeded thirty (30) for more than one-half (1/2) of the semester.
  - b. Additional aide time will be allotted to the teacher;
  - c. Additional teacher provided to divide the classes or team teaching;
  - d. The teacher will be given reduced duty time;
  - e. The teacher will be given additional planning time; or
  - f. Other appropriate mutually agreed to response to the teacher's class size.

In the event an IEP requires that a student be accompanied by an aide or a special education teacher in a regular classroom, on a one-on-one basis only, that student shall not be counted in determining the size of class for purposes of this article.

- 3. The class size for vocational agriculture and vocational home economics shall be in keeping with Ohio Law and State Minimum Standards.
- K. 1. The student day in grades K-5 shall be six (6) hours and forty (40) minutes. The teacher day shall be seven (7) hours and ten (10) minutes. Teachers shall not be required to report to work earlier than fifteen (15) minutes prior to the student day nor remain longer than fifteen (15) minutes after the end of the student day.
  - 2. The student day in grades 6-12 shall be six (6) hours and fifty (50) minutes. The teacher day shall be seven (7) hours and ten (10) minutes. Teachers shall not be required to report earlier than ten (10) minutes prior to the start of the student day nor remain longer than ten (10) minutes after the end of the student day.
- L. Building Leadership Teams (BLT) shall be established to give teaching faculty a means of collaborating with building administrators on Building Instructional Core Plan development, implementation and Instructional Core Plan aligned building-level professional development activities. The composition of each BLT will be decided jointly by the LVEA building representative and the building administrator.

The BLT will meet monthly. Once annually, no later than May 15 each year, each building principal shall meet with the LVEA building representative and BLT (if the representative is not a member of the BLT) to assess the degree to which each BLT is contributing to the accomplishment of the Building Instructional Core Plan.

A Labor Management Committee (LMC) shall be established to address goals, plans, concerns and commitments for the District. Membership shall be comprised of one Association member and one Board representative from each BLT, in addition to the Superintendent and the LVEA President. The LMC shall meet twice per year.

#### M. IN HOUSE SUBSTITUTION

- 1. When a teacher is absent from his/her assigned classroom duties, the Board shall make a reasonable effort to secure a substitute to carry on those duties.
- 2. Whenever a teacher is required to perform another teacher's assigned duties including study hall as a substitute because of the other teacher's absence from his/her classroom for part or all of the school day the substituting teacher shall be compensated at the rate of \$15.00 per hour or any part thereof up to the current substitute rate per day.

- 3. In the event a teacher is absent and another teacher is forced to supervise his/her students, that teacher will be compensated at the in house substitute rate per hour or any part thereof up to the current substitute rate per day. This subsection applies to study hall when student-teacher ratio exceeds 60 to 1.
- 4. All regular teachers who will be affected by the absence of a special teacher shall be notified promptly of the special teacher's absence.
- N. If the principal and teacher agree that additional time is needed, special education teachers shall be granted one (1) additional release day to be used for the writing of IEP's.

# **ARTICLE 11 - EVALUATION**

#### **TEACHER EVALUATION PROCEDURE:**

Licking Valley's evaluation system will be based upon the ODE-approved model developed by Charlotte Danielson. Teacher performance shall count as 50% and student growth measures shall count as 50% of each teacher's evaluation.

All teachers will be evaluated in accordance with the evaluation instruments and procedures agreed to by the evaluation committee which will be incorporated into this Agreement as Appendix B.

Upon ratification of the tentative agreement, the evaluation committee will begin meeting to ensure that all aspects of the new evaluation system align with the mandates of OTES. Any recommendations to alter contract language must be ratified by the Board and the Association.

The evaluation committee shall consist of six (6) members appointed by the Superintendent and six (6) members appointed by the Association President. The evaluations committee will periodically review the evaluation instrument and procedures and make recommendations to the Board for modifications.

- A. Upon agreement of the Superintendent and the Principal that a teacher on a continuing contract or employed under a multi-year contract is experiencing performance problems, the observation procedures set forth in the Evaluation Handbook at Appendix C may be instituted with prior written notice to the teacher. Such written notice must set forth the areas of concern.
- B. The Board and Association agree that compliance with the evaluation procedure set forth in this negotiated agreement shall fully satisfy any and all requirements of law with respect to the adoption and implementation of evaluation procedures for

members of the bargaining unit including, but not limited to, all of the requirements of Section 3319.111 ORC.

C. The timelines applicable to the year a teacher's contract is due to expire shall be extended by one (1) day for each day the teacher to be evaluated is absent. If the application of this rule does not allow for the final evaluation to be completed by April 20<sup>th</sup>, the member shall be renewed under a one- (1-) year limited contract.

## **ARTICLE 12 - SICK LEAVE**

A. Granted as prescribed by Ohio Law. It is earned at the rate of one and one-fourth (1¼) days per month. Effective the 2002-2003 school year, maximum days accumulated are two hundred eighty (280).

For purposes of sick leave, the definition of immediate family is defined as father, mother, sister, brother, husband, wife, domestic partner, son, daughter, step-children, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandchild, grandparents, or person or child in employee's custody and living in the same household. No deduction of less than one-half ( $\frac{1}{2}$ ) day shall be made.

A teacher may use accumulated sick leave once each year for one (1) day for the death of individuals other than immediate family. Documentation of bereavement day must be listed on the leave form.

- B. If a school employee is absent for reasons covered by sick leave before he/she has sufficient time to accumulate a sick leave balance, in an effort to avoid salary deductions, the following policy will prevail:
  - 1. A deficit of not more than five (5) days may be debited against anticipated accumulated sick leave.
  - 2. No debit will be for a period extending beyond August 31<sup>st</sup>.
  - 3. If an employee's employment is terminated while he/she still has a sick leave debit, a deduction will be made from his/her final pay check to balance his/her sick leave account.
- C. When absent and sick leave is requested, an employee shall complete a form -Statement of Sick Leave Usage - and turn it in to the Treasurer's Office.
- D. Accumulated and unused sick leave may be used for the purposes of medical appointment, illness or injury due to pregnancy and childbirth. Following childbirth, a teacher may use accumulated sick leave for absence from work during the period of six (6) consecutive calendar weeks from the date of birth. Accumulated and unused sick leave may be used for the adoption of a child (age birth through

pre-school) beginning on the date of custody for six (6) consecutive calendar weeks.

If a physician submits written documentation that, due to pregnancy related illness or injury additional time is needed, a teacher shall be able to use accumulated sick leave for absence from work.

Accumulated and unused sick leave may be used for paternity leave for up to ten (10) consecutive work days from the date of birth.

This does not prohibit a teacher from using sick leave for other purposes allowed by law.

# **ARTICLE 13 - SEVERANCE PAY**

In accordance with Ohio Law, the Licking Valley Local School District will pay severance pay upon retirement to eligible employees with no less than five (5) years service to the Licking Valley Local Schools.

The criteria are as follows:

A. The amount shall be one-fourth (<sup>1</sup>/<sub>4</sub>) of the total accumulated sick leave, not to exceed: 51 days.

The number of days times the daily rate of pay at the time of retirement equals the severance pay.

- B. An employee must make a written request for severance pay and a written resignation for retirement purposes must be submitted to the Board of Education.
- C. The state retirement board must certify to the district such retirement eligibility.
- D. Severance pay will be received within sixty (60) days of the employee's retirement date.

## **ARTICLE 14 - TUITION REIMBURSEMENT**

The Licking Valley Board of Education will reimburse each teacher one hundred fifty dollars (\$150.00) for each quarter hour or one hundred eighty-five dollars (\$185.00) per semester hour for any additional educational course work (not to exceed a district total of thirty-two thousand five hundred dollars [\$32,500.00]) under the following conditions:

A. Teachers must agree to teach in the district for at least one (1) additional year following payment.

- B. Courses reimbursed must be approved by the Superintendent at least ten (10) days prior to the first course meeting.
- C. Each teacher will be limited to reimbursement of eighteen (18) quarter hours or twelve (12) semester hours each year (June through May). No teacher may be reimbursed for any more than nine (9) quarter hours or six (6) semester hours any given quarter or semester during the year. Teachers can request to be reimbursed only on a quarter or semester basis by each quarter or semester.

If, at the end of May, there are funds remaining in the tuition reimbursement fund, members may petition for additional hours to be reimbursed. Should the number of requests exceed the available monies, the remaining funds shall be divided equally among the members requesting such additional reimbursement.

- D. Reimbursement will be made within sixty (60) days under these conditions:
  - 1. All requirements in items A-C are met.
  - 2. The teacher submits proof of satisfactory completion of the course with a passing grade in the form of an official transcript or an official course grade card within three (3) months after completion of the course.

Teachers shall not be reimbursed for more than the cost of the approved course.

# **ARTICLE 15 - PERSONAL LEAVE**

Each staff member may be granted three (3) days of personal leave each year under these guidelines:

- A. The principal or supervisor is notified in writing (completion of appropriate form) prior to the use of the day, or within twenty-four (24) hours after returning to work if the leave was requested for an emergency.
- B. If personal leave is requested on the day before or after a holiday, vacation, first scheduled student day, or last scheduled student day, or the month of May, the teacher, with the approval of the building principal, must have a substitute scheduled prior to requesting the leave.
- C. June 30<sup>th</sup> shall be considered the end of the personal leave year.
- In May the teacher will notify the principal or supervisor in writing (completion of the appropriate form) three (3) days prior to the use of the day, or within twenty-four (24) hours after returning to work if the leave was requested for an emergency.
- E. In addition to a loss of compensation, any teacher (employee) who is allowed a deduct day must also pay his/her share of the per diem cost of all insurance

benefits (health, life, dental) that are paid by the Board. The per diem insurance share of all insurance benefits payments may be waived in special circumstances or for special circumstances at the discretion of the Superintendent.

F. Personal Leave days shall accumulate only for the purpose of retirement.

Upon notification from STRS of retirement, employees shall receive 25% of accumulated personal leave at current rate.

## **ARTICLE 16 - PROFESSIONAL LEAVE**

- A. Upon approval of the Superintendent, teacher initiated request for professional leave up to a maximum of three (3) days per school year may be granted for attending professional meetings.
- B. Administration required attendance at a professional meeting will not count against the maximum of three (3) days of professional leave per staff member.
- C. Teachers desiring to use professional leave shall submit a written request to the appropriate administrator no later than ten (10) work days prior to the date(s) of the leave. The Superintendent may waive this notification in cases of emergency.
- D. Within seventy-two (72) hours of the Superintendent's receipt of the request for professional leave, the Superintendent or his/her designee will notify the applicant of approval or denial.
- E. Professional leave may be used for:
  - 1. Attendance at workshops, in-services or seminars related to building and/or district goals.
  - 2. Attendance at workshops, in-services or seminars related to a staff member's individual professional development plan/goals.
  - 3. Visitations to observe curriculum or teaching techniques.
- F. Staff members attending coaching clinics or taking students to meetings, competitions, field trips, etc. with approval of the building principal and/or the Superintendent shall be considered performing contract duties. This shall not be considered professional leave.
- G. Reimbursement for expenses/registration fees will be subject to approval by the Superintendent or his/her designee. Where a teacher is seeking approval for reimbursement of expenses, the application for professional leave will include an itemization of the costs for which reimbursement is being sought. If approval for

reimbursement is given, itemized bills must be submitted for reimbursement on appropriate forms within five (5) work days of return from the professional leave.

- 1. A staff member may be granted approval to attend a professional meeting without the allocation of expense reimbursement funds.
- H. No more than three (3) teachers in the district shall be granted professional leave on any one (1) day unless the teacher(s) are serving on a committee or approved by the Superintendent. No more than two (2) teachers shall be granted leave to attend the same workshop unless administratively determined otherwise.
- I. Upon return from the professional leave, teachers may be asked to discuss the substance of the professional meetings with other staff members.

# ARTICLE 17 - MATERNITY/ADOPTION LEAVE

A teacher may, with Board approval, be granted unpaid leave for up to one school year after the birth or adoption of a child.

Maternity/adoption leave requests shall be filed not less than thirty (30) days before the effective date of such leave except in an emergency or an unusual situation as determined by the Superintendent. The thirty (30) day notification period may be waived when an adoptive parent receives less than a thirty (30) day notice from the adoption agency. The request shall state the anticipated beginning and ending date of such leave. The ending date normally shall be at the end of a semester or grading period. Unpaid leave may continue throughout the remainder of the school year for which the leave was granted but in no event shall said leave extend beyond the next school year.

Members on unpaid leave will be given the opportunity to continue with insurance coverage as required by COBRA.

An unpaid leave of absence shall not be granted for a period extending beyond the term of the member's contract.

Members on unpaid leave shall not receive regular or supplemental salary, accrue sick leave, nor shall said leave count toward experience level on the salary schedule upon return.

# **ARTICLE 18 - ASSAULT LEAVE**

Assault leave with pay will be available to members of the bargaining unit who are unable to perform their contract duties because of injury or illness caused by an assault on said member while he/she is performing his/her contract duties. All such leaves will be subject to the following provisions:

A. Assault leave under this provision shall not be charged to sick leave.

- B. Such paid leave will be limited to a maximum of twenty (20) working days per school year.
- C. The teacher shall be required to provide a physician's statement describing the nature of the disability and its duration.
- D. The teacher will be maintained on full pay status with fringe benefits during the period of paid assault leave.
- E. If, upon the exhaustion of both sick leave and paid assault leave of twenty (20) days, the teacher is still unable to perform his/her contract duties, he/she shall be eligible for a disability leave of absence according to the provisions of this agreement.
- F. The employee will return to the Board any worker's compensation income up to and/or equal to the daily rate of pay provided under assault leave for the twenty (20) day period.

# **ARTICLE 19 - SABBATICAL LEAVE**

The Licking Valley School District will consider requests for Sabbatical Leave pursuant to the provisions herein stated and according to the provisions of the Ohio Revised Code §3319.131.

A member of the instructional staff, upon written request to the Board, may be granted a leave of absence with part pay for up to one (1) school year. The grounds for refusal of a Sabbatical shall be the filing of an insufficient plan of professional improvement as determined by the Superintendent and the Board, financial reasons, lack of a suitable replacement as determined by the Superintendent, and for other just cause as determined by the Board.

- A. A member of the instructional staff shall have had five (5) years educational experience in the system.
- B. A plan of professional improvement to be completed during the period the sabbatical leave is requested shall be submitted.
- C. The part salary shall be the difference between the employee's regular salary and the cost of a substitute.
- D. No more than five percent (5%) of the instructional staff shall be granted sabbatical leave at one time.
- E. Additional sabbaticals shall be made available to members of the instructional staff after completion of five (5) additional years of teaching experience.

- F. Members of the instructional staff returning from sabbatical leave shall be returned to the same assignment held prior to such leave or an equivalent position.
- G. A teacher on sabbatical leave must return to the Licking Valley District for at least one (1) year or repay all benefits received.
- H. Sabbatical leave must be applied for by June 1<sup>st</sup> of the year in which leave is requested.

# ARTICLE 20 - UNPAID LEAVE

A unit member may request an unpaid leave of absence by submitting a written request with reasons to the Superintendent on or before May 1 of the year in which leave is requested. The request may be denied for lack of a suitable replacement, financial reasons or other just and good cause as determined by the Superintendent.

To be eligible for consideration, the unit member must have at least three (3) years of employment by the Licking Valley Board. A unit member will be eligible once every five years. Use of leave under Article 17 shall not count in determining eligibility.

On or before March 1<sup>st</sup> of the year in which the leave occurs, a unit member on unpaid leave must give the Superintendent written notice of intent to return or resign and not return the following year. Notice of intent to return must be honored by the unit member unless the Superintendent in his/her discretion grants a waiver.

The unit member shall return at the beginning of a semester and to the same contract status he/she had upon commencement of the unpaid leave (e.g., if the person completed the first year of a two-year contract upon commencement of the unpaid leave, he/she returns to the second year of the contract).

As a condition of being granted unpaid leave the unit member shall agree not to seek any service credit for the year of leave.

## **ARTICLE 21 - INSURANCE**

Beginning January 1, 2019, the Board agrees to pay one hundred percent (100%) of hospitalization, major medical, and family or single health insurance programs until the monthly cost exceeds:

- A. For family coverage, effective January 1, 2019, six hundred eighty-five dollars (\$685.00).
- B. For single coverage, effective January 1, 2019, two hundred ninety-five dollars (\$295.00).

The teachers will continue to pay the cost of the premium that exceeds the Board limits up to the current premium cost. The current premium cost (2018) is:

- \$1,862.38 for family coverage;
- \$ 774.63 for single coverage.

The teachers' base share is seven hundred ninety-four dollars and fifteen cents (\$794.15) for family coverage; three hundred twenty dollars and twelve cents (\$320.12) for single coverage.

Effective January 1, 2019, January 1, 2020, and January 1, 2021, any increase in premium over the current total premium cost (\$1,862.38 or \$774.63) shall be apportioned between the Board and the teacher as follows:

Teacher shall pay sixty percent (60%) of the increase; Board shall pay forty percent (40%) of the increase.

Such that, for the term of this Agreement, the Board will pay:

\$685 + 40% of any increase in premium over \$1,862.38 for family coverage;

\$295 + 40% of any increase in premium over \$774.63 for single coverage.

The Teacher will pay:

\$794.15 + 60% of any increase in premium over \$1,862.38 for family coverage;

\$320.12 + 60% of any increase in premium over \$774.63 for single coverage.

The Board agrees to pay one hundred percent (100%) of a dental insurance plan for family coverage until the monthly cost exceeds thirty dollars (\$30.00).

If the limit should be exceeded on the coverage, then the teacher will pay the remainder through payroll deductions.

The Board agrees to provide life insurance at a dollar value of twenty-five thousand dollars (\$25,000) for each teacher.

There shall be a joint Association/Administration Insurance Committee composed of four (4) teachers, appointed by the Association President, and three (3) administrators. The purpose of this committee shall be to discuss insurance carriers, benefits, and cost management. The purpose of this committee shall only be to study the three (3) items listed above and make recommendations to their respective constituents on these matters. The committee shall meet at least two (2) times per year.

No changes in an insurance program, carrier, or benefit shall be made without negotiations and proper and legal ratification between the parties as delineated in Article 2 of this contract and in ORC §4117.

# **ARTICLE 22 - SUPPLEMENTAL SALARY**

- A. Years of experience will be defined as all years coaching in a specific sports area while employed at Licking Valley.
- B. Upon initial employment, the Superintendent may grant years of experience earned in other districts and for full-time prior service as a volunteer under contract with the district.
- C. The Supplemental Salary Schedule will be adjusted to reflect the same percentage to the BA Base each of the three years of the contract.

#### A. <u>SCHEDULE EFFECTIVE JULY 1, 2018</u>

+2.5%

# Supplemental Salary Schedule 2018-2019

Effective – July 1, 2018 2018-2019 School Year

YEARS	1	2	3	4	5	6
0	\$4,310	\$2,803	\$2,156	\$1,941	\$1,507	\$896
1	\$4,531	\$2,966	\$2,261	\$2,027	\$1,531	\$925
2	\$4,741	\$3,124	\$2,371	\$2,109	\$1,588	\$954
3	\$4,961	\$3,288	\$2,481	\$2,200	\$1,639	\$989
4	\$5,174	\$3,453	\$2,590	\$2,288	\$1,691	\$1,027
5	\$5,393	\$3,611	\$2,695	\$2,371	\$1,747	\$1,057
6	\$5,606	\$3,775	\$2,803	\$2,461	\$1,796	\$1,092
7	\$5,825	\$3,931	\$2,909	\$2,543	\$1,847	\$1,130
8	\$6,035	\$4,096	\$3,021	\$2,629	\$1,903	\$1,166
9	\$6,255	\$4,254	\$3,124	\$2,716	\$1,952	\$1,206
10	\$6,467	\$4,424	\$3,233	\$2,803	\$2,011	\$1,247

CATEGORY

#### B. <u>SCHEDULE EFFECTIVE JULY 1, 2019</u>

+3%

# Supplemental Salary Schedule 2019-2020

Effective – July 1, 2019 2019-2020 School Year

YEARS	1	2	3	4	5	6
0	\$4,439	\$2,887	\$2,221	\$1,999	\$1,552	\$923
1	\$4,667	\$3,055	\$2,329	\$2,088	\$1,577	\$953
2	\$4,883	\$3,218	\$2,442	\$2,172	\$1,636	\$983
3	\$5,110	\$3,387	\$2,555	\$2,266	\$1,688	\$1,019
4	\$5,329	\$3,557	\$2,668	\$2,357	\$1,742	\$1,058
5	\$5,555	\$3,719	\$2,776	\$2,442	\$1,799	\$1,089
6	\$5,774	\$3,888	\$2,887	\$2,535	\$1,850	\$1,125
7	\$6,000	\$4,049	\$2,996	\$2,619	\$1,902	\$1,164
8	\$6,216	\$4,219	\$3,112	\$2,708	\$1,960	\$1,201
9	\$6,443	\$4,382	\$3,218	\$2,797	\$2,011	\$1,242
10	\$6,661	\$4,557	\$3,330	\$2,887	\$2,071	\$1,284

CATEGORY

#### C. <u>SCHEDULE EFFECTIVE JULY 1, 2020</u>

+2.5%

# Supplemental Salary Schedule 2020-2021

Effective – July 1, 2020 2020-2021 School Year

YEARS	1	2	3	4	5	6
0	\$4,550	\$2,959	\$2,277	\$2,049	\$1,591	\$946
1	\$4,784	\$3,131	\$2,387	\$2,140	\$1,616	\$977
2	\$5,005	\$3,298	\$2,503	\$2,226	\$1,677	\$1,008
3	\$5,238	\$3,472	\$2,619	\$2,323	\$1,730	\$1,044
4	\$5,462	\$3,646	\$2,735	\$2,416	\$1,786	\$1,084
5	\$5,694	\$3,812	\$2,845	\$2,503	\$1,844	\$1,116
6	\$5,918	\$3,985	\$2,959	\$2,598	\$1,896	\$1,153
7	\$6,150	\$4,150	\$3,071	\$2,684	\$1,950	\$1,193
8	\$6,371	\$4,324	\$3,190	\$2,776	\$2,009	\$1,231
9	\$6,604	\$4,492	\$3,298	\$2,867	\$2,061	\$1,273
10	\$6,828	\$4,671	\$3,413	\$2,959	\$2,123	\$1,316

CATEGORY

#### D. SUPPLEMENTAL SALARY CATEGORIES

#### CATEGORY 1

Band Director Basketball – Head Girls High School Basketball – Head Boys Football – Head Boys

#### **CATEGORY 2**

Baseball – Head Basketball – HS Reserve Girls Basketball – HS Reserve Boys Computer Coordinator (3 positions) Cross Country – Varsity Football – Asst. Varsity Golf – Boys Varsity Golf – Girls Varsity Soccer – Varsity Soccer – Varsity Track – Varsity Boys Track – Varsity Girls Volleyball – Varsity Girls Wrestling – Varsity

#### **CATEGORY 3**

Band Director - Assistant Baseball – Freshman Baseball - Reserve Basketball - Boys Freshman Basketball – Girls Freshman Basketball - 8th Grade Boys Basketball – 8th Grade Girls Basketball - 7th Grade Boys Basketball - 7th Grade Girls Color Guard Coordinator Football – Freshman Football - Middle School Golf - Boys Reserve Golf - Girls Reserve **General Choir Director** Soccer - Varsity Assistant Softball – Freshman High School Softball - Reserve Track – Middle School Girls Track – Middle School Boys Track – Varsity Assistant Volleyball – 7th Grade Girls Volleyball – 8th Grade Girls Volleyball – Freshman Volleyball - Reserve

Wrestling – Reserve Varsity Assistant Wrestling Varsity Assistant Volleyball Varsity Assistant Baseball Varsity Assistant Basketball – Boys Varsity Assistant Basketball – Girls Varsity Assistant Softball Yearbook Advisor – High School (if only 1 advisor) H.S. Play/Musical Director Cheerleader Advisor (1 Fall, 1 Winter)

#### **CATEGORY 4**

Advisor – Senior Class Advisor – Junior Class Cheerleader – Freshman Cheerleader - Middle School Choir Director/Secondary Musical (1 per year) Cross Country - Middle School Football - Freshman Assistant Football - Middle School Assistant Play Director – High School/Drama (1 per year) Play Director - High School Musical Play Director - Middle School (1 spring, 1 fall) Soccer – Reserve Track - Middle School -Assistant Wrestling - Middle School Weight Room Supervisor (Sept. - Dec.) Weight Room Supervisor (Jan. – April) Weight Room Supervisor (May – Aug.) Yearbook Advisor – High School (if 2 advisors)

#### CATEGORY 5

Advisor – Sophomore Class Art League Band – Middle School Indoor Track Boys Coach -Head Indoor Track Girls Coach - Head National Honor Society – HS National Honor Society - MS Newspaper – High School Quiz Team SADD Advisor Scribbled Voices Advisor Student Council Advisor -Middle School Student Council Advisor - High School Leo Club - Middle School Leo Club – High School Academic Challenge

#### CATEGORY 6

Junior Olympics Spanish Club Advisor and Foreign Language Advisor Indoor Track Assistant – Boys Indoor Track Assistant – Girls Elementary Music Programs 2 Elementary Yearbook Advisors Power of the Pen Advisor Yearbook Advisor – Middle School

Job descriptions for each new position created under this contract must be approved by the Board of Education prior to filling any new position.

\$1,000.00 per year for Renaissance Advisors (One contract per building) 1-Elementary, 1-Middle School, 1-High School

# **ARTICLE 23 - SALARY SCHEDULE**

Effective July 1, 2018, the base salary shall be \$36,568 (2.5%) on the current index or state minimum base on current index, whichever is greater.

Effective July 1, 2019, the base salary shall be \$37,665 (3.0%) on the current index or state minimum base on current index, whichever is greater.

Effective July 1, 2020, the base salary shall be \$38,607 (2.5%) on the current index or state minimum base on current index, whichever is greater.

Effective July 1, 1992, kindergarten teachers who work one-half time for one hundred twenty (120) days during a school year will advance one (1) step on the salary schedule.

The Board will offer bargaining unit members the right to participate in a premium only 125 plan.

### A. SALARY SCHEDULE INDEX

STEP	NO-DEGREE	BA	150 HRS	MA	MA +30
0	0.8650	1.0000	1.0450	1.1000	1.1500
1	0.9000	1.0400	1.0900	1.1500	1.2000
2	0.9350	1.0800	1.1350	1.2000	1.2500
3	0.9700	1.1200	1.1800	1.2500	1.3000
4	1.0050	1.1600	1.2250	1.3000	1.3500
5	1.0400	1.2000	1.2700	1.3500	1.4000
6		1.2400	1.3150	1.4000	1.4500
7		1.2800	1.3600	1.4500	1.5000
8		1.3200	1.4050	1.5000	1.5500
9		1.3600	1.4500	1.5500	1.6000
10		1.4000	1.4950	1.6000	1.6500
11		1.4400	1.5400	1.6500	1.7000
12		1.4800	1.5850	1.7000	1.7500
13		1.5200	1.6300	1.7500	1.8000
14		1.5600	1.6750	1.8000	1.8500
15		1.6000	1.7200	1.8500	1.9000
16		1.6200	1.7425	1.8750	1.9250
18		1.6400	1.7650	1.9000	1.9500
20		1.6800	1.8100	1.9500	2.0000
22		1.7000	1.8330	1.9750	2.0250
24		1.7200	1.8550	2.0000	2.0500
25		1.7400	1.8780	2.0250	2.0750
27		1.7600	1.9000	2.0500	2.1000
30		1.7900	1.9300	2.0800	2.1300
33		1.8200	1.9600	2.1100	2.1600

# B. SALARY SCHEDULE EFFECTIVE JULY 1, 2018

+2.5%

Base - \$36,568

#### Licking Valley Local School District 2018-2019 Effective Date: July 1, 2018

	-	BACHELOR		150 HRS		MASTERS		MASTERS + 30
YRS.	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY
0	1.00	\$36,568	1.045	\$38,214	1.1	\$40,225	1.15	\$42,053
1	1.04	\$38,031	1.09	\$39,859	1.15	\$42,053	1.2	\$43,882
2	1.08	\$39,493	1.135	\$41,505	1.2	\$43,882	1.25	\$45,710
3	1.12	\$40,956	1.18	\$43,150	1.25	\$45,710	1.3	\$47,538
4	1.16	\$42,419	1.225	\$44,796	1.3	\$47,538	1.35	\$49,367
5	1.2	\$43,882	1.27	\$46,441	1.35	\$49,367	1.4	\$51,195
6	1.24	\$45,344	1.315	\$48,087	1.4	\$51,195	1.45	\$53,024
7	1.28	\$46,807	1.36	\$49,732	1.45	\$53,024	1.5	\$54,852
8	1.32	\$48,270	1.405	\$51,378	1.5	\$54,852	1.55	\$56,680
9	1.36	\$49,732	1.45	\$53,024	1.55	\$56,680	1.6	\$58,509
10	1.4	\$51,195	1.495	\$54,669	1.6	\$58,509	1.65	\$60,337
11	1.44	\$52,658	1.54	\$56,315	1.65	\$60,337	1.7	\$62,166
12	1.48	\$54,121	1.585	\$57,960	1.7	\$62,166	1.75	\$63,994
13	1.52	\$55,583	1.63	\$59,606	1.75	\$63,994	1.8	\$65,822
14	1.56	\$57,046	1.675	\$61,251	1.8	\$65,822	1.85	\$67,651
15	1.6	\$58,509	1.72	\$62,897	1.85	\$67,651	1.9	\$69,479
16	1.62	\$59,240	1.7425	\$63,720	1.875	\$68,565	1.925	\$70,393
17	1.62	\$59,240	1.7425	\$ 63,720	1.875	\$68,565	1.925	\$70,393
18	1.64	\$59,972	1.765	\$64,543	1.9	\$69,479	1.95	\$71,308
19	1.64	\$59,972	1.765	\$64,543	1.9	\$69,479	1.95	\$71,308
20	1.68	\$61,434	1.81	\$66,188	1.95	\$71,308	2	\$73,136
21	1.68	\$61,434	1.81	\$66,188	1.95	\$71,308	2	\$73,136
22	1.7	\$62,166	1.833	\$67,029	1.975	\$72,222	2.025	\$74,050
23	1.7	\$62,166	1.833	\$67,029	1.975	\$72,222	2.025	\$74,050
24	1.72	\$62,897	1.855	\$67,834	2	\$73,136	2.05	\$74,964
25	1.74	\$63,628	1.878	\$68,675	2.025	\$74,050	2.075	\$75,879
26	1.74	\$63,628	1.878	\$68,675	2.025	\$74,050	2.075	\$75,879
27	1.76	\$64,360	1.9	\$69,479	2.05	\$74,964	2.1	\$76,793
30	1.79	\$65,457	1.93	\$70,576	2.08	\$76,061	2.13	\$77,890
33	1.82	\$66,554	1.96	\$71,673	2.11	\$77,158	2.16	\$78,987

# C. SALARY SCHEDULE EFFECTIVE JULY 1, 2019

+3%

#### Licking Valley Local School District 2019-2020 Effective Date: July 1, 2019

		BACHELOR		150 HRS		MASTERS		MASTERS + 30
YRS.	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY
0	1.00	\$37,665	1.045	\$39,360	1.1	\$41,432	1.15	\$43,315
1	1.04	\$39,172	1.09	\$41,055	1.15	\$43,315	1.2	\$45,198
2	1.08	\$40,678	1.135	\$42,750	1.2	\$45,198	1.25	\$47,081
3	1.12	\$42,185	1.18	\$44,445	1.25	\$47,081	1.3	\$48,965
4	1.16	\$43,691	1.225	\$46,140	1.3	\$48,965	1.35	\$50,848
5	1.2	\$45,198	1.27	\$47,835	1.35	\$50,848	1.4	\$52,731
6	1.24	\$46,705	1.315	\$49,529	1.4	\$52,731	1.45	\$54,614
7	1.28	\$48,211	1.36	\$51,224	1.45	\$54,614	1.5	\$56,498
8	1.32	\$49,718	1.405	\$52,919	1.5	\$56,498	1.55	\$58,381
9	1.36	\$51,224	1.45	\$54,614	1.55	\$58,381	1.6	\$60,264
10	1.4	\$52,731	1.495	\$56,309	1.6	\$60,264	1.65	\$62,147
11	1.44	\$54,238	1.54	\$58,004	1.65	\$62,147	1.7	\$64,031
12	1.48	\$55,744	1.585	\$59,699	1.7	\$64,031	1.75	\$65,914
13	1.52	\$57,251	1.63	\$61,394	1.75	\$65,914	1.8	\$67,797
14	1.56	\$58,757	1.675	\$63,089	1.8	\$67,797	1.85	\$69,680
15	1.6	\$60,264	1.72	\$64,784	1.85	\$69,680	1.9	\$71,564
16	1.62	\$61,017	1.7425	\$65,631	1.875	\$70,622	1.925	\$72,505
17	1.62	\$61,017	1.7425	\$65,631	1.875	\$70,622	1.925	\$72,505
18	1.64	\$61,771	1.765	\$66,479	1.9	\$71,564	1.95	\$73,447
19	1.64	\$61,771	1.765	\$66,479	1.9	\$71,564	1.95	\$73,447
20	1.68	\$63,277	1.81	\$68,174	1.95	\$73,447	2	\$75,330
21	1.68	\$63,277	1.81	\$68,174	1.95	\$73,447	2	\$75,330
22	1.7	\$64,031	1.833	\$69,040	1.975	\$74,388	2.025	\$76,272
23	1.7	\$64,031	1.833	\$69,040	1.975	\$74,388	2.025	\$76,272
24	1.72	\$64,784	1.855	\$69,869	2	\$75,330	2.05	\$77,213
25	1.74	\$65,537	1.878	\$70,735	2.025	\$76,272	2.075	\$78,155
26	1.74	\$65,537	1.878	\$70,735	2.025	\$76,272	2.075	\$78,155
27	1.76	\$66,290	1.9	\$71,564	2.05	\$77,213	2.1	\$79,097
30	1.79	\$67,420	1.93	\$72,693	2.08	\$78,343	2.13	\$80,226
33	1.82	\$68,550	1.96	\$73,823	2.11	\$79,473	2.16	\$81,356

Base - \$37,665

### D. SALARY SCHEDULE EFFECTIVE JULY 1, 2020

+2.5%

Base - \$38,607

#### Licking Valley Local School District 2020-2021 Effective Date: July 1, 2020

	1	BACHELOR		150 HRS		MASTERS		MASTERS + 30
YRS.	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY
0	1.00	\$38,607	1.045	\$40,344	1.1	\$42,468	1.15	\$44,398
1	1.04	\$40,151	1.09	\$42,082	1.15	\$44,398	1.2	\$46,328
2	1.08	\$41,696	1.135	\$43,819	1.2	\$46,328	1.25	\$48,259
3	1.12	\$43,240	1.18	\$45,556	1.25	\$48,259	1.3	\$50,189
4	1.16	\$44,784	1.225	\$47,294	1.3	\$50,189	1.35	\$52,119
5	1.2	\$46,328	1.27	\$49,031	1.35	\$52,119	1.4	\$54,050
6	1.24	\$47,873	1.315	\$50,768	1.4	\$54,050	1.45	\$55,980
7	1.28	\$49,417	1.36	\$52,506	1.45	\$55,980	1.5	\$57,911
8	1.32	\$50,961	1.405	\$54,243	1.5	\$57,911	1.55	\$59,841
9	1.36	\$52,506	1.45	\$55,980	1.55	\$59,841	1.6	\$61,771
10	1.4	\$54,050	1.495	\$57,717	1.6	\$61,771	1.65	\$63,702
11	1.44	\$55,594	1.54	\$59,455	1.65	\$63,702	1.7	\$65,632
12	1.48	\$57,138	1.585	\$61,192	1.7	\$65,632	1.75	\$67,562
13	1.52	\$58,683	1.63	\$62,929	1.75	\$67,562	1.8	\$69,493
14	1.56	\$60,227	1.675	\$64,667	1.8	\$69,493	1.85	\$71,423
15	1.6	\$61,771	1.72	\$66,404	1.85	\$71,423	1.9	\$73,353
16	1.62	\$62,543	1.7425	\$67,273	1.875	\$72,388	1.925	\$74,318
17	1.62	\$62,543	1.7425	\$67,273	1.875	\$72,388	1.925	\$74,318
18	1.64	\$63,315	1.765	\$68,141	1.9	\$73,353	1.95	\$75,284
19	1.64	\$63,315	1.765	\$68,141	1.9	\$73,353	1.95	\$75,284
20	1.68	\$64,860	1.81	\$69,879	1.95	\$75,284	2	\$77,214
21	1.68	\$64,860	1.81	\$69,879	1.95	\$75,284	2	\$77,214
22	1.7	\$65,632	1.833	\$70,767	1.975	\$76,249	2.025	\$78,179
23	1.7	\$65,632	1.833	\$70,767	1.975	\$76,249	2.025	\$78,179
24	1.72	\$66,404	1.855	\$71,616	2	\$77,214	2.05	\$79,144
25	1.74	\$67,176	1.878	\$72,504	2.025	\$78,179	2.075	\$80,110
26	1.74	\$67,176	1.878	\$72,504	2.025	\$78,179	2.075	\$80,110
27	1.76	\$67,948	1.9	\$73,353	2.05	\$79,144	2.1	\$81,075
30	1.79	\$69,107	1.93	\$74,512	2.08	\$80,303	2.13	\$82,233
33	1.82	\$70,265	1.96	\$75,670	2.11	\$81,461	2.16	\$83,391

# **ARTICLE 24 - PAYROLL PRACTICES AND DEDUCTIONS**

- A. Teachers shall be paid twenty-six (26) times per year, every two (2) weeks by direct deposit.
- B. Deductions for LVEA dues shall be made from twenty (20) pays, beginning the second paycheck of October and transmitted to the Association according to a procedure agreed to by the Association and Board.

Teachers may, by September 30, sign and deliver to the Board an authorization form requesting deduction of membership dues and assessments of the recognized Association and its affiliates. Such authorization shall continue in effect until such a time said teacher gives written notice to the Clerk of the Board to discontinue such deductions or until employment with the Board terminates.

Such deductions shall be made in equal amounts, beginning the month after the authorization form is submitted to the Clerk of the Board. All money so deducted shall be remitted to the Treasurer of the Association monthly, accompanied by a list of teachers for whom the deductions are made and the amount deducted for each said teacher.

The Association President shall provide the Treasurer, by the 30th of each month, with a written list of those teachers requesting in writing to be withdrawn from continuous membership during the previous thirty (30) day period.

## **ARTICLE 25 - EARLY RETIREMENT INCENTIVE**

This contractual provision shall be in effect during the period beginning the day after the Board ratifies this contract to the end of this contract. During the term of this agreement, all members eligible to retire, but with no more than the STRS minimum years of service credit as defined in the STRS Defined Benefit Plan (see below) shall be eligible for a \$15,000 Retirement Incentive. Retirement under this plan must be completed no later than June 30<sup>th</sup> of the school year in which each individual member becomes eligible. The Superintendent shall receive written notification from any eligible member wishing to participate in the plan on or before April 1<sup>st</sup> (or Monday following if April 1<sup>st</sup> is on a weekend). Failure of a member to retire upon reaching the minimum years of STRS criteria will result in the total forfeiture of all rights to the \$15,000 retirement incentive.

8/1/2017 - 7/1/2019	32 years
8/1/2019 - 7/31/2021	33 years
8/1/2021 - 7/1/2023	34 years
8/1/2023 - 7/31/2026	35 years
8/1/2026	35 years

\*This would include any purchased Service Credit.
Eligibility to retire is defined as confirmation from STRS of your retirement, and at least five (5) years service in the Licking Valley Local School District.

### **ARTICLE 26 - RESIDENT EDUCATOR PROGRAM**

During the life of this contract, the State Department of Education Resident Educator Program and any and all changes in said program shall be mutually acceptable to both the Board and the Association.

### **ARTICLE 27 - SPECIAL EDUCATION GUIDELINES**

A standing District-wide special education committee will be formed and meet for the first time by September 30, 2015. The committee will be divided into sub-committees by separate buildings.

The purpose of the committee and sub-committees is to review the special education programs of the District, recommend improvements as necessary, and acknowledge and share best practices.

The District-wide committee will meet at least twice each school year. The building level committees will meet at least quarterly.

The committee will consist of administrators, special education teachers, regular education teachers, and unified arts teachers. All teachers will be appointed by the LVEA president. Parents and paraprofessionals may be invited to join the committee, as well.

The District Director of Student Services will lead the district-wide committee in conjunction with a teacher representative. Agendas will be developed collaboratively.

### **ARTICLE 28 - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)**

- A. A committee comprised of three (3) members of the administration selected by the Superintendent and three (3) members of the Association selected by the President shall be formed to develop the LPDC(s) for the District.
- B. The committee shall establish the LPDC(s) for the District, develop procedures and guidelines for the committee and perform any other duties related to the LPDC(s).
- C. The committee will comply with all rules and regulations of state statute and the Ohio Department of Education in developing its guidelines and procedures.
  - 1. LPDC guidelines shall include CEU credit for work performed outside of the teacher day performed by teacher leaders and teachers who work with a student(s) for independent study or flexible credit projects.

- D. Financial Compensation and Reimbursement
  - 1. Each LPDC member will receive a stipend of \$1,000.

The stipend will be paid at the completion of each year in a separate check, no later than August 15<sup>th</sup>.

- 2. LPDC members and alternates will be reimbursed for mileage for activities outside the district.
- 3. LPDC members and alternates may apply for reimbursement for attendance at training and meetings by following the professional leave application procedures.
- 4. Any LPDC member who does not complete his/her term will be compensated at a prorated basis in accordance with LPDC attendance policies.

### ARTICLE 29 - SICK LEAVE BANK

#### A. ESTABLISHMENT

Each staff member may contribute two (2) days of his/her accumulated sick leave to the sick leave bank during annual enrollment period which will be the start of the school year thru September 15<sup>th</sup>. Sick leave bank shall not have less than fifty (50) days or more than 300 days with the exception of teachers who have not previously contributed and new teachers being allowed to contribute within the first two weeks after beginning employment. Sick leave bank use shall not exceed a maximum of one hundred fifty (150) days per school year.

New teachers hired after the school year has commenced will have two weeks to enroll.

- B. Grants from the sick leave bank will be limited to those individuals who have contributed to the bank.
  - 1. A grant will be limited for the use of days for serious/catastrophic or life threatening injury or illness. A doctor's statement is required with the application in order to be considered for a grant.
  - 2. A grant will be considered only after the individual has used all of his/her accumulated sick leave days and has used all possible advances of sick leave days under the Master Agreement.
  - 3. All grants must be approved by the Sick Leave Bank Committee upon a majority vote of its members.

- C. The maximum number of days that a person may borrow is twenty (20) days per request.
- D. Sick Leave Bank Committee and Insurance Committee shall be one in the same.
- E. In no case shall the sick leave pool prevent or prolong an employee from applying for and going on disability retirement.
- F. A sick leave bank shall not be used as a means for increasing retirement compensation and/or severance pay.

### **ARTICLE 30 - THREATENING BEHAVIOR TOWARD STAFF**

Threatening conduct may take different forms, including but not limited to the following:

- A. Encounters in which words are used that indicate to an employee that his/her safety and well-being, or another district employee's safety and well-being are in jeopardy;
- B. Written communications that include comments toward the staff member and/or his/her family which are disparaging or would imply or state explicitly that the staff member and/or his/her family may be subject to some form of physical abuse or violence;
- C. Written or spoken comments to a staff member which could subject him/her to blackmail or extortion;
- D. Written or spoken communication and/or actions that would imply or explicitly state that some form of damage may be done to the property of a staff member or a member of his/her family.

Any staff member who believes that he/she is the victim of any of the above actions or has observed such actions taken by a student, parent, co-worker, supervisor, or other person associated with the District such as a vendor, contractor, volunteer, or school official should promptly take the following steps:

- A. If the alleged perpetrator of the threat is the staff member's supervisor, the affected employee should, as soon as possible after the incident, contact the Superintendent.
- B. If the alleged perpetrator of the threat is not the staff member's supervisor, the affected staff member should, as soon as possible after the incident, contact his/her supervisor.
- C. If the perpetrator of the threat is a student of the District, the supervisor, if not the student's principal, should immediately inform the student's principal of the alleged threat.

The staff member may make initial contact either by a written report or by telephone or personal visit. During this contact, the reporting staff member should provide the name of the person(s) whom he/she believes to be responsible for the threat and the nature of the threatening incident(s). A written summary of each such report is to be prepared promptly by the staff member threatened after consultation with his/her supervisor or building principal and forwarded to the Superintendent.

Each report received by the supervisor, building principal, or Superintendent as provided above, shall be investigated in a timely and confidential manner. While a charge is under investigation, no information is to be released to anyone who is not involved with the investigation, except as may be required by law or in the context of a legal or administrative proceeding. No one involved is to discuss the subject outside of the investigation.

The purpose of this provision is to:

- A. Protect the confidentiality of the staff member who files a complaint;
- B. Encourage the reporting of any incidents of threat;
- C. Protect the reputation of any party wrongfully charged with threatening conduct.

Investigation of a complaint shall include conferring with the parties involved and any named or apparent witnesses. Coercion, intimidation, retaliation, or discrimination against all staff members and others involved in filing a complaint or assisting in an investigation shall be prohibited.

If the investigation reveals that the complaint is valid, then prompt, appropriate remedial and/or disciplinary action will be taken immediately to prevent the continuance of the harassment or its recurrence.

This article shall not supersede the right of a bargaining unit member to contact law enforcement authorities.

#### STUDENT CODE OF DISCIPLINE STAFF THREATS

**<u>First Offense</u>**: Automatic referral to the school counselor, parent notification and conference, and the option of a form of suspension and/or Saturday School, notification to civil authorities, and/or request for expulsion.

<u>Second Offense</u>: Request for expulsion, with the length of expulsion modified only through proof of the satisfactory completion of professional counseling and referral to Juvenile Court.

All regulations regarding the Individuals with Disabilities in Education Improvement Act (IDEIA) shall be observed.

### ARTICLE 31 - DURATION

The duration of this contract shall be from 12:01 a.m., July 1, 2018, to 11:59 p.m., June 30, 2021.

For the Board:

For the Association:

### **APPENDIX A – GRIEVANCE FORM**

<u>GRV. NO.</u>

#### LICKING VALLEY EDUCATION ASSOCIATION FORMAL WRITTEN GRIEVANCE

<u>GRIEVANT:</u>		DATE:
<u>SIGNATURE:</u>	ARTICLE(S)	ALLEGED TO BE VIOLATED:
	DATE OF VIC	OLATION:
BRIEF DESCRIPTION OF GRIEVANCE:		
RELIEF OR REMEDY SOUGHT:		
DATE OF INFORMAL DISCUSSION:		WITH WHOM:
DISPOSITION:		
DISPOSITION REC'D BY:		DATE:
<u>DATE APPEAL – LEVEL 2:</u>		
DATE LEVEL 2 HEARING:		
DISPOSITION:		
DISPOSITION REC'D BY:		<u>DATE:</u>
DATE APPEAL – LEVEL 3:	REC'D BY:	
DATE LEVEL 3 HEARING:	<u>BY:</u>	
DISPOSITION:		
DISPOSITION REC'D BY:		DATE:
<u>DATE APPEAL – LEVEL 4:</u>		
DATE LEVEL 4 HEARING:	<u>BY:</u>	
DISPOSITION:		
DISPOSITION REC'D BY:		DATE:
DATE APPEAL – LEVEL 5:	REC'D BY:	

**APPENDIX B – EVALUATION HANDBOOK** 

# LICKING VALLEY LOCAL SCHOOLS

## OTES-ALIGNED TEACHER EVALUATION HANDBOOK

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63	Form C – Issue Resolution Form

### **Teacher Observations and Evaluations:**

- A. Administrators have the right to visit and observe a teacher at any time. A formal or an informal conference may follow each observation.
- B. Teachers may request observations at any time in order to address particular issues or share lessons of interest with an administrator.
- C. Licensed Administrators shall conduct all formal teacher observations and evaluations.
- D. Each formal evaluation shall include two (2) formal teacher observations of not less than thirty (30) minutes, except as noted in item N below.
- E. Teachers must develop and submit to their administrator annually a professional growth or improvement plan based on the State Board of Education Framework.
- F. Each announced, formal observation shall be preceded by the teacher submitting to the administrator a completed Pre-Observation Form.
- G. A pre-observation conference shall occur prior to each announced, formal observation.
- H. Each formal observation will be documented on the Teacher Observation Form from the Danielson Framework, a copy to which the teacher will affix his/her signature and receive a copy. The administrator will retain one (1) copy and send one (1) copy to the district office.
  - The employee's signature shall indicate that he/she has read the details of the classroom observation, but not necessarily that he/she agrees with the information contained therein.
- I. After each formal observation, the teacher will submit to the administrator a completed Post-Observation Form from the Danielson Framework.
- J. Each complete formal evaluation shall be followed by a post-evaluation conference within ten (10) days of the second observation, at which time the teacher will receive a copy of a written evaluation report. Each evaluation report will include recognition of the teacher's strengths and recommendations regarding any improvements needed in the teacher's performance.
- K. Except as noted below, each teacher will be formally evaluated at least twice each school year. The first formal evaluation shall be completed no later than January 15, and the teacher will have his/her post-evaluation conference, and receive the written evaluation report no later than January 25, except in the 2015-2016 school year, Licking Valley's first year of implementing this evaluation system, when principals must formally evaluate every teacher on their faculties, only one formal evaluation will be required, and on the timeline detailed in item L immediately below.
- L. The final formal evaluation shall be completed on or before May 1, and the teacher shall receive the written evaluation report on or before May 10.
- M. Teachers receiving effectiveness ratings of Accomplished on their most recent evaluation carried out under Policy 3220 Standards-Based Teacher Evaluation may be evaluated every three (3) years, and teachers receiving effectiveness ratings of Skilled on their most recent evaluation carried out under Policy 3220 may be evaluated every two (2) years so long as the teacher's student academic growth measure, for the most

recent school year for which data is available, is average or higher, as determined by the department of education. Teachers who are not evaluated annually based on their effectiveness rating must have one observation and one conference in the years in which no formal evaluation is conducted.

- N. Evaluations of teachers who are on limited or extended limited contracts pursuant to State law and are under consideration for nonrenewal shall, in the final contract year, include at least three (3) formal observations of at least 30 minutes each for their final evaluation, and classroom walkthroughs.
- O. Administrators may use the Issue Resolution Form (Form C) at any time in any evaluation Track when areas of concern arise with a teacher, and the administrator wants to document the issue and pursue, with the teacher, its resolution.
- P. Nothing in this section will be construed to limit the number of teacher observations and evaluations that an administrator may conduct.

### TRACK II

Licking Valley teachers receiving effectiveness ratings of Accomplished or Skilled on their most recent evaluation carried out under this policy, and who will not have formal evaluations done for three (3) and two (2) years respectively, will be eligible to enter Track II or Track III.

- A. Teachers qualified for Track II will participate in two conferences with their administrator: a planning conference and an assessment conference.
  - Planning Conference: During the planning conference, to be held no later than October 15th, the teacher and the administrator will mutually determine the Track II option the teacher will pursue, develop the relevant indicators of success, and document both on the Track II Planning and Assessment Form (Form A).
  - Assessment Conference: In the assessment conference, to be held no later than May 10, the teacher and the administrator will discuss the extent to which the indicators of success have been achieved. Following this meeting, the teacher will write a brief reflection of the experience considering its impact on his or her professional growth, and the administrator will complete assessment on the Track II Planning and Assessment Form (Form A).
- B. Teacher choices within Track II are mutually agreed upon between teacher and administrator. Should the teacher and administrator be unable to mutually agree on a Track II option, the administrator shall refer the matter to a Review Board consisting of the Superintendent, one other administrator of the Superintendent's designation, and two (2) teacher representatives designated by the Licking Valley Education Association.
- C. Track II choices are viewed as a one-year option unless mutually agreed upon between administrator and teacher.

The following are options that may be mutually agreed upon between Track II teachers and their administrator(s):

- 1. **Portfolio:** The teacher will assemble a teaching portfolio. A teaching portfolio is a standard documented history of a teacher's learning process against a set of teaching standards, in this case, the four (4) Pathwise Domains. More than a mere scrapbook, a portfolio is an individualized portrait of the teacher as a professional, reflecting on his or her philosophy and practice. This portrait is fully realized through the teacher's deliberate selection of artifacts and thoughtful reflections on those artifacts, which provides insight into the teacher's growth.
  - A. When selecting an artifact for a portfolio, a teacher should consider the following questions:
  - B. Why is this artifact better than others I could choose?
  - C. Does this artifact provide evidence of my growth and success against one or more Pathwise domains and criteria?
  - D. Can I rationalize the importance of this artifact to those viewing it out of context?
  - E. Is this artifact a result of my professional growth and accomplishments?
  - F. How does this artifact represent who I am as a teacher?

- Use Track II Planning and Assessment Form (Form A) to document this activity.
- 2. <u>Journal:</u> The teacher will keep a journal in which he or she regularly reflects on his or her teaching practice and experiences. Among the journal types are *Personal teaching journal* (focusing on personal experiences, both successes and challenges), *action research journals* (informal research on teaching methods to improve student learning), *professional growth journal* (focuses on learning, collaboration, and assessment), *staff development journal* (monitors the implementation process used by mentors).
  - Use Track II Planning and Assessment Form (Form A) to document this activity.
- 3. <u>**Goals:**</u> The teacher will write a professional mission statement. The teacher, then, in cooperation with his or her administrator, will select and define one or more goals for professional growth to be pursued during the current school year that align with the mission statement. As part of the goal setting process, the teacher and administrator will also establish the criteria for assessing the teacher's achievement of the goals.
  - Use a Smart Goal Form to document this activity.
- 4. Principal Observations: Three (3) formal observations as described above.
  ♦ Use the Teacher Observation Form to document this activity.
- 5. <u>Peer Observations:</u> A minimum of two peer observations with feedback using Pathwise domains B and C. This is not a formal assessment and will not be a consideration for one's employment status. The peer observer will document the observations on the Teacher Observation Form, submitting a copy of the first observation (for verification of completion purposes only) to the building administrator no later than October 30th, and the second observation no later than April 30th.
  - Use the Teacher Observation Form to document this activity.
- 6. **Professional Growth Inquiry:** The teacher will undertake the investigation of a research-based teaching strategy (e.g., differentiation) by way of a literature review of the topic. The literature review will consist of the reading of either a book or ten (10) journal articles on the strategy, after which the teacher will summarize and disseminate his or her findings to the teaching staff. This option may also include observing another teacher who may be practicing the teaching methods for which the teacher may be inquiring. This inquiry may be done in conjunction with other formal higher education pursuits in which the teacher may be engaged.
  - Use Track II Planning and Assessment Form (Form A) to document this activity.
- 7. **Data Analysis and Assessments:** The teacher will develop and implement a data analysis project to more effectively teach curriculum content. This may involve working on test-taking or study skills and working on individualized progress data so that one could identify skills that each student understands and which skills need to improve.
  - Use Track II Planning and Assessment Form (Form A) to document this activity.
- 8. <u>School Improvement Project:</u> The teacher will develop a school project or refine a school process as part of a school improvement effort. Examples might include leading

the process of reviewing and revising the student code of conduct, developing a proposed school-wide policy, or creating a student/parent informational guide.

Use Track II Planning and Assessment Form (Form A) to document this activity.

### TRACK III

#### **Exploring Professional Growth**

The purpose of Track III is to support and assess veteran practitioners relative to their success in designing and carrying out an individualized or collaboratively planned, professional growth project. It is designed to provide veteran practitioners with the autonomy to pursue professional growth through **Action Research** or pursing **National Board Certification**.

#### Who qualifies for Track III?

Any teacher who is not on formal evaluation, and with the mutual agreement of his or her administrator, may participate in Track III assessment. Administrators with concerns regarding a teacher's professional performance may require the teacher to participate in either formal evaluation or Track II of the assessment process rather than Track III. Teachers may, with the permission of their evaluator, pursue a Track III project while being required to focus on a Track II activity. Should the teacher and administrator be unable to mutually agree on this arrangement, the administrator shall refer the matter to a Review Board consisting of the Superintendent, one other administrator of the Superintendent's designation, and two (2) teacher representatives designated by the Licking Valley Education Association. Track III projects/activities may be done in conjunction with other formal higher education pursuits in which the teacher may be engaged.

#### **Action Research Process**

Teachers participating in an Action Research Project will participate in two formal conferences with his or her administrator. The first of the two conferences, the planning conference, may be held in the spring of the year preceding the school year in which the project will be undertaken, or in the fall of the school year in which the project will begin. This meeting will occur no later than October 1. The purpose of the planning meeting is for the teacher and administrator to discuss possible research topics and research questions. Following the meeting, the teacher will complete the Action Research Project Planning Form (Form B) chart and submit it to the administrator no later than October 15th.

The second conference, the evaluation conference, which will occur no later than April 30th, provides for the teacher and administrator to review the project, discuss the teacher's findings, and determine how the teacher will disseminate those findings. Prior to the assessment conference, the teacher will complete the "Analysis" and "Results/Findings" boxes on the second page of the Action Research Project Planning Form (Form B) and return it to the administrator no later than April 25th. Following the assessment conference, the administrator will complete the "Administrator's Assessment" section of the Action Research Project Planning Form (Form B) and return a copy to the teacher no later than May 10th.

### ACTION RESEARCH

#### Introduction

Action Research is a useful tool. It allows educators to systematically and empirically address topics and issues that affect teaching and learning in the classroom. The Action Research process is natural for some teachers. They are always exploring and testing new strategies by observing and collecting information related to the success of instructional and organizational strategies. Others need to be conscience of Action Research techniques while developing classroom strategies and planning activities. Will my students perform better if I use multiple modalities of instruction? Would involving parents in the homework cycle increase the likelihood that students complete their homework? Does homework completion and success translate into better test scores?

All of these are questions teachers pose every day. Action Research provides a structured process for implementing data collection and analysis. It provides the information necessary for an educator to know whether or not their intervention had the anticipated results.

#### What Is Action Research?

- Action Research is a form of disciplined inquiry that impacts directly on a teacher's practice and empowers them to renew their classrooms and promote instructional improvement (Glanz, 1991).
- Action Research is a form of self-reflective inquiry (Kemmis, 1983).
- Action Research is the systematic study of attempts to improve educational practice by groups of participants by means of their own practical actions and by means of their own reflection upon the effects of those actions (Ebbutt, 1985).
- Action Research is a disciplined process of inquiry conducted by and for those taking the action. The primary reason for Action Research is to assist the "actor" in improving and/or refining his or her actions (Sagor, 2000).

As we seek to develop reflective practitioners who are teacher leaders and decision-makers in our teacher education programs, we include the Action Research process as a strategy for continued professional and personal development.

#### Why Participate in Action Research?

Traditional classroom research generally does not assist individual teachers in improving their practice. However, teachers engaged in Action Research – looking closely at their classrooms, reflecting on their practice, developing their own questions, strategies and interventions – create an environment of renewal and improvement. This environment empowers participants and creates a positive school climate with teaching and learning at the core. Also, a link has been shown between classroom research and refined professional judgment. Teachers who engage in Action Research tend to be more willing to self-assess and reflect on their practice and actions in order to improve their teaching. The process also allows teachers to model being reflective and proactive in addressing classroom issues and concerns.

#### Who should engage in Action Research?

Both preservice and inservice teachers should engage in Action Research. Individual teachers, teams of student teachers and supervising teachers, a grade level team or content area department can participate in Action Research. A school can work together to develop a focus question, explore research alternatives, and develop and implement an intervention and data analysis process. In a school-wide project, the synergy of the school community creates a climate of continuous renewal and learning.

Beginning teachers should learn the process and practice it early in their career. Having a structure in place for exploring issues in the classroom can assist teachers in improving educational practices as well as creating the best learning environment for students. Developing the Action Research habit empowers the teacher and allows them to become a teacher leader through reflection-in-action and the Action Research process.

#### What will Action Research do for teaching and learning in my classroom?

Action Research will help you improve instruction in your classroom. It will allow you to look critically at what goes on in your room and the impact that very small changes can make in student (and teacher) success. Action Research can help you focus on specific issues and address them with a plan. As a result, you'll know why something has changed – without having to guess at the causal relationships of your actions on student achievement.

Action Research exposes you to current research and best practices that truly address your professional goals – not just what someone else thinks you need to read. It empowers you to make instructional decisions in your own classroom. When Action Research remains focused on student achievement, you have the ability to improve your practice and impact the success of your students, maybe even with groups you felt you weren't reaching previously.

#### How do I begin the Action Research Project?

Before beginning the step-by-step process, please take a few minutes to review the questions in the pre-project activity section to help frame the entire process before you explore the individual components. Action research asks you to: look at your current practice, identify something you might change or a new strategy to implement, set up a system for implementing your plan, and then analyze your results. Complete this organizing activity before you begin developing a framework for your project.

### Pre-Project Activity

Guiding Questions or "Things to think about when beginning an Action Research project":

- What do you want to LEARN as a result of this activity?
- What ISSUE are you going to explore?
  - What do you want to change?
  - What do you want to try?
- What STRATEGY will you use to gather information before and during the study?
  - How will you change your practice? (Intervention)
  - How will you know it has changed? (Data gathering)

• What kind of ANALYSIS will you do to find out if things have changed?

- Did anything change as a result of your intervention?
- How do you know?

### <u>Step 1: Identifying An Issue and Developing a</u> <u>Research Question</u>

Your research topic should reflect an issue of importance to you as a teacher. The study you choose to do can impact student learning, seek to develop new teacher habits, or address an important issue such as parent involvement. Complete Activity 1 below to begin to identify an Action Research topic.

### <u>Step 1 - Activity</u>

#### Activity 1:

Complete the Starting Points worksheet below, which will assist you in developing a research topic.

#### **Starting Points Worksheet**

Complete these open-ended questions to help identify an area of interest for your Action Research Project.

I would like to improve\_\_\_\_\_

\_\_\_\_

I am perplexed by\_\_\_\_\_

Some people are unhappy about \_\_\_\_\_

I am really curious about

I want to learn more about\_\_\_\_\_

Something I think would really make a difference is

Something I would like to do to change is\_\_\_\_\_

Right now, some areas I'm particularly interested in are

Source: Action Research Facilitator's Handbook by Cathy Caro-Bruce, Oxford, Ohio: NSDC, 2000.

**Turning these ideas into action research questions:** Consider this as you begin to craft your research question:

#### A good Action Research question:

- Gets at explanations, reasons, relationships. "How does...?" "What happens when...?"
- Is manageable and can be completed.
- Is close to your own practice.
- Provides you an opportunity to stretch.
- Provides a deeper understanding of the topic and is meaningful to you.

#### Here are some sample research questions:

- How can I make students feel more comfortable working with diverse groupings of classmates?
- How can I more effectively facilitate independent writing in my kindergarten classroom?
- How does the Writing Workshop approach affect my students' writing and their feelings toward writing?
- What classroom strategies are effective in developing student self-evaluation of their learning?

### <u>Step 2: Learning More About Your Issue: What</u> <u>Does Research Show?</u>

Once you have decided on a topic, you'll need to read more about it – looking in particular at other studies that might guide your research strategy. For your project, you should consider at least three sources of research (text or online). You'll probably read more than three! As you search for articles that increase your knowledge of the topic you'll find more and more articles that will help you refine your research question and identify new strategies and interventions.

Ultimately, you might even rework your initial research question as you learn more about the topic and think about what intervention you hope to use in your classroom and what kind of data you'll need to gather.

### Step 3: Developing a Strategy for your Study

Once you have a question and you've read the relevant research related to your topic, you will need to decide how you want to approach the study. For example: If you want to know if increasing parent contact increases homework completion, then you will need to think through each part of your question. What do you mean by parent contact? Phone calls home, emails, interactions with them as they come to drop off or pick up their child, parent/teacher conferences? Whatever you decide becomes your **intervention or strategy**. It is the "what" or "how" of your study.

Once a topic is identified and a research question developed, you must begin the task of determining what you are going to DO in your classroom to affect a change. What **intervention** are you going to use? And, what are the best ways to observe the impact you hope to make?

**Think about**... Ask yourself the following question as you begin to develop a comprehensive plan for implementing your study:

#### Developing a strategy/intervention

- What do you want to do?
- How will you measure the data?
- What baseline and post-intervention data will you collect?
- How often will you collect data?
- How will you know that it worked/didn't work?
- Have you spoken with your principal/department chair/team leader about this project?

#### Before you Implement

- Do you have all the necessary permissions (if needed this depends on the study. Please speak with your principal or team leader for guidance)?
- How will you remember to do the intervention?
- Are there visual cues you can post?
- How can you monitor consistency?
- Have you developed all of the instruments necessary to gather the data?
- Are you storing your data in a safe place?

### Step 4: Gathering and Analyzing Data

Once you've identified your **intervention** strategy, you will need to think about what overt, observable behaviors you can measure to determine if your intervention has an impact. In the previous example, you might have selected sending home explicit parent instructions for assisting with homework as one of your strategies and phone calls home when students did not complete their homework as another strategy or intervention.

Before you begin your intervention, you will need to gather **baseline** data. Knowing how your students responded or performed **before** the beginning of your study gives you a starting point for comparing study results. You need to know your student homework completion rate before you enact your strategy so you will know if there has been a change as a result of the intervention. The baseline and post-intervention data must be gathered in the same fashion for your study to be **valid and reliable**.

**Validity** relates to the truthfulness of the data. It means that the data actually measure the specific phenomenon that you are claiming to study. Is what you are measuring or collecting data about a true representation of student achievement? Does the number of books checked out of the library really mean students are reading more? Does attendance at PTA meetings truly represent parent involvement? **Reliability** relates to your claim that the data you have collected is accurate. Your findings are less credible or reliable if the number of participants is small or the number of times data was collected is limited. Just because a group of teachers at

one training session identified training as important to them does not mean that all teachers believe that – after all, this group had already made a statement about training just by being at the session! While both of these issues are less pertinent in Action Research than in other educational research forums, they should still be considered when you are developing your data collection strategy.

Next you will need to decide on a timeline for implementing your strategy, to see if there is an observable change in behavior. You will also need to determine exactly what you will do so you can identify what you will measure and how you will measure it. In our example, a phone log of parent contacts adds data to the pre and post intervention homework completion rate.

But if in the study you design you are going to implement a new teaching strategy to see if students are more attentive as a result, you will need to identify what you mean by attentive. Does "attentiveness" mean that they are quiet (but potentially) daydreaming, or that they are completing their classroom assignment. Whichever one (or more) of these indicators you choose, you must decide which overt behavior you will gather data on.

If you are going to gather information about whether students are on task, consider how you will gather that information. You might have a blank seating chart (it really doesn't matter who is on task for this study) and every 5 minutes (or 3 minutes) make a "sweep" of your classroom and note what everyone was doing at that specific point. Then 5 minutes (or 3 minutes) later do another sweep. If you are lucky enough to have a colleague or team leader who would gather the data for you, then you can take advantage of their completing the seating chart by marking who is off task and they can note exactly what you are doing at that point. (You might then find out that x% of your students are doing "y" when you are giving directions, for example.)

You might decide that instead of doing a pre/post intervention activity, you will try a new strategy with first period and keep the other classes using the traditional strategy. In this case, you'd be comparing data between your two classes, not within the same class. For example, if you want to know if doing an advance organizer prior to introducing a unit and then to support your daily motivation, increases student achievement, then you can implement the intervention with first period and gather the homework/quiz/test scores of first period and one other of your classes, preferably one with similar demographics.

### Step 4 - Activity

Complete the first four columns of the Action Research Project Planner on the following page as you think through your design.

Research Topic	Research Question	Research Strategy	Data Collection	Analysis
What am I interested in?	What specifically do I want to find out?	How will I come to know this? What changes will I implement in my classroom?	What kinds of things do I need to collect before I begin? How will I collect the data? How often? How long?	What did I find out? Did it work the way I thought it would? What now?
Issues/Concern	s/Questions:			
Assistance/Res	ources I'll need to	be successful:		

### Action Research Project Planner

### <u>Step 5: Taking Action and Sharing your Study Results</u>

Once your project has been completed, return to your questions. Were they answered? Were the results what you expected? Who do you want to share your findings with? Can your results inform others in your school?

If the results are not what you expected, was it due to errors in data collection or other unforeseen situations (for example, the student your study focused on moved or another new strategy was implemented school-wide during your study). What would you do differently next time? Remember, Action Research can be an ongoing process. The answers you get from this project will spawn more questions. What will your next study topic be?

**Think about**... Once your study is complete, you must look at the data from an objective viewpoint. Do the data support your question? Is the change "significant" – at least from your point of view?

#### As You Analyze and Report Results

- Did you get the results you expected from your study?
- How will you state your findings?
- How will you represent your data in a chart? Graphic?
- What are your next steps?

### Step 6: Personal Reflection on the Action Research Process

After the project has been completed, please take a few moments to consider the process. The Action Research process is empowering, allowing teachers to not only identify and explore an issue close to their practice, but also to change the way they teach.

**Think about**... the learning process you experienced as a result of completing this study. Consider the following questions as you develop a brief reflection to share with your administrator and colleagues. Reflect upon your experience and the usefulness of the process for improving teaching and learning.

- What was the most interesting component?
- What was the most challenging aspect of the project?
- Will you do it again?
- If so, why? If not, why not?
- Did this experience affect your feeling of professionalism? How?
- What did you learn about yourself in the process of completing this project?

### **General Information About National Board Certification**

Learning is at the heart of education, so one of the most important actions the nation can take to improve student achievement is to strengthen the teaching profession.

**National Board Certification** concentrates education reform in the classroom – where teaching and learning takes place. National Board Certification is a demonstration of a teacher's practice as measured against high and rigorous standards.

Equally important, the National Board Certification process, requiring intense self-reflection and analysis of one's own practice, is a forceful professional development experience. Having measured their practice against the highest standards for the profession, teachers say that their teaching is resultantly more focused, reflective, and confident. Teachers speak eloquently about how the experience produces deeper student learning outcomes in classrooms. They are strengthened in their practice and emerge from the experience with a lasting commitment to professional growth.

Offered on a voluntary basis and valid for 10 years, the advanced system of National Board Certification complements, but does not replace, state licensing. Each state, school district and school decides how best to capitalize on the National Board Certification process and the expertise of National Board Certified Teachers as it designs instructional arrangements to promote student learning and support professional practice.

#### Based on High and Rigorous Standards

The National Board's work is guided by five core propositions that articulate what teachers should know and be able to do. This expression of ideals guides the development of the National Board's standards and assessment. Using these core propositions as a foundation, NBPTS standards further detail what constitutes accomplished teaching in every subject and for students at all stages of their development.

The influence of the NBPTS standards is pervasive throughout the National Board Certification process. They form the basis for the performance-based assessments that are at the heart of the National Board Certification system. They drive the structure of the assessment exercises as well as the scoring rubrics.

#### **Performance-Based Assessments**

To identify teachers who make these standards come alive in the classroom, and to help all teachers move toward accomplished teaching, the National Board has developed cutting-edge, performance-based assessments to measure teaching practice against these high and rigorous standards.

What is unique about this process is that it assesses not only the knowledge teachers possess, but also the actual demonstration of their skills and professional judgment as applied daily in the classroom. Candidates for National Board Certification must critically analyze and reflect on their practice and demonstrate how effectively they act on their insights.

#### **Reflecting the Complexity of Teaching**

The National Board's standards and performance assessments constitute the framework for National Board Certificates. They are structured to reflect the way teachers really teach – by their expertise across subject matter and their knowledge of how students learn at different stages of their development. These assessments draw the focus of the NBPTS standards into the classroom and reflect a vision of teaching as a collegial enterprise involving complex decision-making. During the certification process, a teacher's students are actively involved and they work together to analyze student work, classroom lessons, and instructional objectives.

There is a direct connection between what teachers know and what students learn. The high standards of teacher knowledge and skill underlying National Board Certification assures that National Board Certified Teachers possess deep subject knowledge and the ability to teach that subject in ways that help students learn.

#### **Reshaping the Teaching Profession**

National Board Certification is shaping reforms that build quality assurance and professional accountability into the teaching profession. It provides a new definition of excellence in teaching.

Reflecting NBPTS standards, accomplished teachers in every field and at every level are aware of what they are doing and why they are doing it. They are conscious of where they want students' learning to go and how they want to help students get there. They assess progress toward these goals continuously and adjust their strategies and plans in light of this feedback. Accomplished practice shows itself in the teacher's ability to set high and appropriate goals for student learning to connect worthwhile learning experiences to those goals, and to articulate the connections between the goals and the experiences. Furthermore, accomplished teachers can analyze classroom interactions, student work products, and their own actions and plans in order to reflect on their practice and continually renew and reconstruct their goals and strategies.

#### Influencing the Educational System

National Board Certification and the work of the National Board for Professional Teaching Standards can be a catalyst for lasting change. It is already redefining teaching as a career by stimulating new incentive structures, staffing patterns, and organizational arrangements. It is bolstering reform in teacher education by casting the knowledge base in richer light. Many teacher preparation programs are using the National Board's standards as models of accomplished teaching for future teachers. And it can both help increase the flow of first-rate people into the teaching profession and stem the tide of those departing.

### **National Board Certification Process**

All National Board assessments consist of two major parts, the portfolio entries and the assessment center exercises. While the specific directions to candidates seeking National Board Certification vary from one assessment to another, as is appropriate for differences in content and developmental level of students, the major parts of the assessments are stable over all certificate areas offered.

In general, teachers prepare their portfolios by videotaping their teaching, gathering student learning products and other teaching artifacts, and providing detailed analyses of their practice.

The portfolio is designed to capture teaching in real-time, real-life settings, thus allowing trained assessors to examine how teachers translate knowledge and theory into practice.

At their assessment center, teachers write answers to questions that relate to content specific to their fields. These exercises are designed to validate that the knowledge and skills exhibited in the portfolio are, in fact, accurate reflections of what candidates know and can do; and give candidates an opportunity to demonstrate knowledge and skills not sampled in the portfolio because of the candidate's specific teaching assignment. The assessment center exercises sample the breadth of the content knowledge associated with the certificate field.

A successful candidate must have completed and submitted all required portfolio entries and assessment center exercises and meet the performance standards of 275 points. National Board Certification is issued for a period of 10 years, after which a National Board Certification Teacher will have the opportunity to maintain his or her standing as a National Board Certified Teacher by satisfying a renewal requirement.

#### The Portfolio

Candidates seeking National Board Certification are asked to put together a portfolio according to specifications given in directions and materials developed by the National Board. The portfolio offers candidates the opportunity to sample and present their actual classroom practice over a specified time period. Each specific portfolio entry is designed to reflect activities that teachers engage in naturally during their work and were developed in collaboration with practicing teachers who verified their feasibility in school settings and their value as both assessment entries and vehicles for professional discussion and growth.

The portfolio consists of several different entries, each of which asks for direct evidence of some aspect of the teacher's work and an analytical reflective commentary on that evidence. The portfolio is completed in the classroom and includes student work, videotapes and other teaching artifacts. The videos and student work are supported by commentaries on the goals and purposes of instruction, reflections on what occurred, the effectiveness of the practice, and the rationale for the teacher's professional judgment. There are a minimum of five months between the date when portfolio directions are available and the deadline for submitting the portfolio entries. Teachers report a wide variation of time spent on the complete portfolio, yet most state an expenditure of 200-400 hours.

Teachers are required to describe, analyze, explain, and reflect on their practice. They must provide insight into not just what is happening in their classroom, but the rationale for those events and processes. They are required to systematically analyze student work, particularly student responses to assignments, class work, assessments, and other instructional materials. And through the use of videotapes, teachers can provide as authentic and complete a view of their teaching as possible and portray how they interact with students, the climate they create in the classroom, and the ways in which they engage students in learning.

In addition to completing the classroom-based entries, candidates document their work outside the classroom with families and the larger community and with colleagues and the larger profession. They must emphasize the quality of the contribution, show evidence of their accomplishments, and comment on the impact and importance of those accomplishments for student learning.

A good portfolio reflects the standards and provides evidence of a teacher's level of accomplishment. Portfolio Samplers are available to give candidates – or potential candidates – a clear picture of the kinds of exercises they would be expected to complete.

#### The Assessment Center

This component of the assessment process consists of assessment exercises that are focused on a candidate's content knowledge. Candidates are responsible for content and pedagogical knowledge across the full age range of a selected certificate are (and specialty area, if applicable). At the assessment center, candidates respond to exercises that may be based on advance stimulus materials (sent to candidates well in advance of the assessment center testing period), on-screen stimulus materials (provided to candidates during the assessment), or on-site stimulus materials (provided upon arrival at the assessment center). The assessment center exercises are designed to complement the portfolio and are organized around challenging teaching issues.

The assessment center exercises are computer-administered during the spring and summer months at testing centers located in every state in the nation. There are more than 300 centers available to accommodate candidates for National Board Certification, and candidates can choose any location they wish to attend.

#### Scoring

Each portfolio entry and assessment center exercise contains a section that articulates the criteria by which the entry or exercise will be scored. These scoring criteria serve as the basis for the scoring guide, or rubric, which is used by assessors in the scoring process. A final scaled score is computed only for candidates who have submitted scorable responses to all of the entries and exercises required.

Regardless of the particulars of the entry or exercise directions, the portfolio and assessment center responses serve as evidence of accomplished practice in the National Board assessments. All of the NBPTS standards emphasize that accomplished teachers in every field and at every level are aware of what they are doing as they teach and why they are doing it. They are conscious of where they want student learning to go and how they want to help students get there. Furthermore, they monitor progress toward these goals continuously and adjust their strategies and plans in light of this constant and complex feedback. Accomplished practice shows itself in the teacher's ability to set high and appropriate goals for student learning, to connect worthwhile learning experiences. Furthermore, accomplished teachers can analyze classroom interactions, student work products, and their own actions and plans in order to reflect on their practice and continually renew and reconstruct their goals and strategies.

Scoring is based on all of a candidate's responses: videotapes, student work samples, candidates; analysis, and written responses to assessment center exercises. Each of these pieces of evidence helps assessors evaluate a candidate's work in light of the conscious, deliberate, analytical and reflective criteria the NBPTS standards endorses. No one approach to teaching is mandated by the NBPTS standards or rewarded by the scoring process. Indeed, several different pedagogical approaches characterize the teachers who have already achieved National Board Certified Teachers status. However, in every case, National Board Certified Teachers demonstrate the analytical and reflective abilities defined in the standards.

The National Board offers a Scoring Institute designed for teacher educators and researchers, facilitators of candidates and others who are interested in National Board Certification. This

seminar describes the structure of our performance-based assessments and guides participants in simulations of the scoring process. Included in the simulation will be an introduction to bias training, which all scorers undergo. Working with staff who have direct experience with the NBPTS scoring system, participants will learn the complexities involved in assessing teacher portfolios and discuss the implications of this process for their own work.

Source: http://www.nbpts.org/national-board-certification

### Form A

### LICKING VALLEY SCHOOLS

### TRACK II PLANNING AND ASSESSMENT FORM

Teacher							
School		Grade				Subject	
Administrator						,	
Teacher Contract Status							
Track II Option:	Professional Option:	Growth	Goal	for	this	Indicators	s of Success:
Teacher Signature						Da	ite
Administrator Signature						Da	ite
Administrator's Assessment:							
By affixing my signature to this docume contents, but not necessarily that I agree						and that I h	ad an opportunity to read its
Teacher Signature Date		A	Adminis Date	strato	or Sigi	nature	
Date	reflection of th	e experi	ence c	onsio	dering	g its impac	t on his or her professional

Teacher Comments:

#### Form B

### LICKING VALLEY SCHOOLS

### ACTION RESEARCH PROJECT PLANNER FORM

Teacher	Administrator	
School	Grade	Subject
Teacher Contract Status		

Before completing this form, the teacher and administrator should refer to the Action Research section (pp. 7-15) of the Teacher Professional Growth and Performance Assessment Handbook.

Research Topic: What am I interested in?	Research Question: What specifically do I want to find out?	<b>Research Strategy:</b> How will I come to know this? What changes will I implement in my classroom?	<b>Data Collection:</b> What kinds of things do I need to collect before I begin? How will I collect the data? How often? How long?

Issues/Concerns/Questions:

Assistance/Resources I'll need to be successful:

Projected Date of Completion:

Teacher Signature\_\_\_\_\_

Administrator Signature\_\_\_\_\_

Date\_\_\_\_\_

Date\_\_\_\_\_

This page is to be completed by the teacher and the administrator at the completion of the Action Research Project in assessment of the project's success.

Analysis: What did I find out? Did it work the way I thought it would?	Results/Findings: How will you represent your data – in a chart? Graphic? How will you disseminate your findings to your colleagues?

Administrator's Assessment:

By affixing my signature to this document, I am stating that I have received a copy, and that I had an opportunity to read its contents, but not necessarily that I agree in total or in part with the contents.

Teacher Signature	
Date	
Teacher Comments:	

Administrator Signature\_\_\_\_\_ Date \_\_\_\_\_

#### Form C

### LICKING VALLEY SCHOOLS ISSUE RESOLUTION FORM

Date	_
Teacher	
School	

Administrator\_\_\_\_\_ Teacher Contract Status\_\_\_\_\_

Area of Concern:

Goal(s) for Improvement:

Teacher's Means of Achieving Goal:

Supervisor Assistance:

How Will Goal Achievement be Measured?

**Evaluation of Progress:** 

Teacher Signature\_\_\_\_\_

Administrator Signature\_\_\_\_\_

Date\_\_\_\_\_

Date\_\_\_\_\_

### **APPENDIX C – RIF RUBRIC**

#### Licking Valley Local Schools Reduction in Force Rubric

Name: \_\_\_\_\_Date: \_\_\_\_\_

Location: \_\_\_\_

Subject of Instruction:

Administrator Completing Rubric:

CRITERIA AND MEASURE	Point Value	Data Source	Total Pts.
TEACHER EVALUATION			
For evaluation rating of <b>Accomplished</b> on most recent formal teacher evaluation	60 pts.		
For evaluation rating of <b>Skilled</b> on most recent formal teacher evaluation	45 pts.		
For evaluation rating of <b>Developing</b> on most recent formal teacher evaluation	30 pts.		
For evaluation rating of <b>Ineffective</b> on most recent formal teacher evaluation	0 pts.		
		Sub Total	
EDUCATIONAL LICENSURE AND CREDENTIALS			
Highly Qualified in Subject Assigned	10 pts.		
Highly Qualified in Multiple Subject Areas of Instruction	15 pts. per each subject matter of instruction for which Highly Qualified up to a maximum of 45 pts.		
Bachelor's Degree + 150 Graduate Hours	5 pts.		
Master's Degree	10 pts.		
Master's Degree + 30 Graduate Hours	10 pts.		
Doctorate	15 pts. per degree up to a maximum of 30 pts.		
Other Advanced Degrees	5 pts. per degree up to a maximum of 15 pts.		
National Board Certification	10 pts.		
		Sub Total	

PARTICIPATION IN		
EXTRACURRICULAR/SUPPLEMENTAL		
PROGRAMS List supplemental contracts held for separate		
supplemental programs over the past five years		
	2 pts.	
		Sub Total
SCHOOL/DISTRICT LEADERSHIP ACTIVITIES		
List all applicable from within the last 5 years		
	3 pts.	
		Sub Total
AWARDS/COMMENDATIONS		
List up to 5 earned during employment in the LVLS		
	5 pts.	
		Sub Total
UNIQUE SKILLS/QUALIFICATIONS/TRAINING		
List skills/qualifications/training that the employee has demonstrated and can be documented in his/her work in the LVLS that make him/her uniquely valuable to the school district (e.g., advanced technology skills, curriculum mapping expertise)		
	2 pts.	
		Sub Total

ATTENDANCE		
Certified employees' attendance will be reflected and calculated. Family Medical Leave Act (FMLA) leave, maternity/adoption leave and assault leave will be excluded when calculating the percentage. The point factor is based on percentage of attendance for the most recent 3 year period. Employees must achieve a 93% attendance rate in the following formula: (552 - # of absences) / 552	10 pts.	
<b>DOCUMENTED PATTERN OF ABSENCES/ABUSE</b> <b>OF LEAVE</b> (e.g., documented pattern of absences on Fridays, Mondays, days adjacent to holidays/scheduled days off, etc.)		Sub Total
DOCUMENTED HABITUAL TARDINESS	-5 pts.	
		Sub Total
PROFESSIONAL STANDARDS AND CONDUCT		
Each documented offense in violation of the Licensure Code of Professional Conduct for Ohio Educators	•	
Two (2) or more Issue Resolutions (Form C) on file within the past 5 years	-20 pts.	
Each documented reprimand in the teacher's personnel file	-20 pts.	Sub Total
TIE BREAKER		
Ventures for Excellence Form B Teacher Screener Interview Score: If the two employees have scores on file, those scores will be utilized, teachers who do not have scores on file will be given the screener and the teacher achieving the highest score will gain the additional point (1) for the tie breaker.		
If the Ventures scores are equal, the teacher with the highest point value awarded for teacher evaluation shall be awarded 1 point to break the tie. If the teachers have equal point values for teacher evaluation, the teacher with the earliest hire date shall be awarded 1 point to break the tie.	1 pt.	
SCORE		
		Total

# Licking Valley School Counselor Evaluation System (LVSCES)



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<u>Component</u>	Description of Component	Timeline/Reference
Pre-Observation Conference	Before each formal observation, the school counselor will meet with the evaluator and complete the Pre-Observation Conference. This conference serves as an opportunity for the school counselor to discuss with the evaluator what activities will be observed and provide rationale for the activities/services being delivered.	Fall Pages 70-71
Formal and Informal Observations	The school counselor will have at least two informal observations that are brief in nature and meant to be a snap-shot of regular activity and two formal observations that are scheduled with the evaluator. During the formal observations, the evaluator will gather evidence on the School Counselor Performance Evaluation Rubric that supports the rating for each of the standards. One formal and informal observation will be completed followed by a Mid-Evaluation Conference. The final formal and informal observation Conference.	Fall/Winter For informal observation, pages 72-73 For formal observations, pages 74-90
Mid-Evaluation Conference	This meeting between the school counselor and evaluator should serve as the <u>post-observation conference</u> for the first formal and informal observations, as well as the <u>pre-observation conference</u> for the second formal observation. The school counselor and evaluator will discuss the first formal and informal observations. This conference is meant to be a meaningful conversation where the evaluator presents one area of reinforcement and one area of refinement. The school counselor will also be given the opportunity to present additional related evidence of his or her work on the standards. The school counselor and evaluator will then look ahead to discuss the upcoming formal observation, the activity that will be observed and the rationale for the activities/services being delivered. The school counselor and evaluator may agree to split the mid-evaluation conference into separate post-observation and pre-observation conferences if it is more convenient for them. The intent of the combined conference is to limit the amount of required meetings.	Fall/Winter Post-Observation Conference Pages 91-94 Pre-Observation Conference Pages 70-71
Final Evaluation Conference	After the completion of the informal and formal observation process and the counselor's portfolio, the school counselor will meet with the evaluator to discuss the final evaluation. During this time, areas of reinforcement and refinement will be reviewed. The school counselor will be provided with a copy of all forms completed in the evaluation process.	Late Winter/Early Spring Pages 89-94
Professional Growth Plan/Improvement Plan	School counselors with a final summative rating of Accomplished, Skilled, and Developing will develop a professional growth plan. School counselors with a final summative rating of Ineffective will develop an improvement plan with their evaluator.	Late Winter/Early Spring Pages 95-98

This tool is based upon the Ohio School Counselor Evaluation System (OSCES) developed by the Ohio School Counselor Association (OSCA). While some changes have been made with input from the Licking Valley school counselors and administration, this tool is largely reflective of the OSCES.

The tool has been developed to focus on the American School Counseling Association National Model and OSCA standards for school counselors. When using this evaluation tool, the school counselor will develop a portfolio with a section dedicated to each of the six standards listed in this tool. The counselor will include evidence of work in each standard and be prepared to present the portfolio to their evaluator at the Final Evaluation Conference. The evaluator will also complete two formal and two informal observations throughout the year. Evidence collected during these evaluations will be added to the evidence presented by the counselor in the portfolio and the counselor's ability to produce positive student outcomes using metrics in order to determine the holistic final summative rating of effectiveness. The rankings will be noted on the School Counselor Performance Evaluation Rubric Record of Evidence for each standard and the evaluator will attach an evaluation narrative noting at least one area of reinforcement and one area of refinement.
# **Guidelines for Conducting a Pre-Observation Conference**

## Planning and observation of the activity

At the pre-observation conference, the evaluator and school counselor discuss what the evaluator will observe during the activity. Important information is shared about the characteristics of the environment of the activity. Specific information is also shared about the objectives of the activity and the assessment of participant/student learning, if applicable. The conference will also give the school counselor an opportunity to identify areas in which she/he would like focused feedback from the evaluator during the activity. 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:

- Activity objective(s)
- Prior learning experiences of the participants/students
- Characteristics of the environment of the activity
- Strategies that will be used to meet the objectives
- Participant/student activities and materials
- Differentiation based on needs of participants/students
- Assessment (data) collected to demonstrate effectiveness

## **Pre-Observation Planning and Activity Reflection Resource Questions**

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

#### Standard 1: Comprehensive School Counseling Program

- Discuss ways you implement a guidance curriculum to meet the needs of all students.
- Discuss ways you implement responsive services to meet student needs.
- Discuss ways you meet the needs of students through individual planning.
- Discuss the ways you meet the needs of students through systems support.
- What data was examined to plan this activity?
- How do you determine what questions to include on an assessment?
- What knowledge will students acquire based upon your lessons?

#### Standard 2: Direct Services

- How will you help students develop skills for academic success?
- How will you help students explore skills for career development?
- How will you help students develop skills for personal/social success?
- What data was examined to plan this activity?
- How do you determine what questions to include on an assessment?
- What knowledge will students acquire based upon your lessons?

#### Standard 3: Indirect Services

- Discuss how you advocate for students.
- In what ways do you interact and communicate with parents/guardians?
- What methods do you use to communicate with the community?
- In what situations do you recommend referrals to other resources?

#### Standard 4: Evaluation and Data

- What data do you plan to collect that monitors student progress?
- How will you know that students demonstrate positive outcomes as a result of your work with them?

#### Standard 5: Leadership and Advocacy

- How does the school environment support all students?
- How do you collaborate with colleagues?
- How will you share this information with other stakeholders?

#### Standard 6: Professional Responsibility, Knowledge, and Growth

- How do you apply knowledge gained from other experiences into your counseling?
- Discuss ways you analyze and reflect on your counseling.
- What are some proactive ways you further your own professional growth?

## **Guidelines for Conducting an Informal Observation**

An informal observation is a:

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

An informal observation is not a(n):

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

Informal observations, as a part of the school counselor evaluation system, may be general in nature or focused on observing a specific aspect of school counselor performance. 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 evaluation.

### Informally Observe All School Counselors

All school counselors benefit from informal observations of non-confidential activities.

### Informally Observe As Often As You Can

The evaluator's interest in the comprehensive, developmental school counseling program sends a positive message to the school counselor. Including informal observation as a schoolwide initiative requires consistency and frequency. Find times in the day to observe school counselors at varying times of the day; for counselors, what occurs in the morning is much different than what occurs during the afternoon.

### Focusing on One or Two Areas

Although there may be no predetermined focus established (because of no pre-conference), find a focus based on the activity, events or discussions that are occurring in the school. A focus may also occur based upon past conferences and the need for follow-up observations.

### Follow-Up

Follow-up communication to informal observations is a critical component. Follow-up should be provided to the counselor in writing after the informal observation by giving the school counselor a copy of the evaluation notes. The evaluator and school counselor will discuss the informal observations at the mid-evaluation and final evaluation conferences.

### **School Counselor-Driven Observations**

While it is recognized that evaluators have many demands on their time, encouraging the school counselors to identify non-confidential activities for the evaluator to observe can be a means for the evaluator to collect evidence related to a specific focus.

### Types of Data

Data collected as evidence of school counselor practice may be quantitative, qualitative or a combination of both. Quantitative data includes frequencies, distributions and other counts. Qualitative data can include notes detailing patterns of activities and events observed. In both cases, accuracy is essential to ensure the credibility of the process and the evaluator.

Licking Valley School Counselor Evaluation System		Informal Observations
Informal Observation Form		
School Counselor Name:	Grade(s):	Date:
Evaluator Name:	Time Observation Begins:	Time Observation Ends:
	DESCRIPTION OF OBSERVATION	
	EVIDENCE SUPPORTING STANDARDS	

### EVALUATOR SUMMARY COMMENTS

Evaluator Signature: \_\_\_\_\_

□ Photocopy to School Counselor

# **Guidelines for Conducting a Formal Observation**

A formal observation is a gathering of evidence about school counselor performance, and he or she will participate in a minimum of two formal observations. A formal observation consists of visitation to two activities the school counselor has planned throughout the school year. These activities could be classroom guidance presentations, school-wide assembly programs, groups, parent or community programs, or any other activities agreed upon by the evaluator and the school counselor. The observation should be conducted for the entire activity period, or a minimum of 30 minutes.

During the activity observation, the evaluator documents specific information related to school counselor performance for the school counselor standards, using the School Counselor Performance Evaluation Rubric: Record of Evidence and the Formal Observation Evaluator Notes form. The rubric is based on the Framework for 21<sup>st</sup> Century Learning and the Ohio Standards for the School Counseling Profession. It is designed to promote effective leadership, quality instruction and guidance, and student learning while enhancing professional practice. This instrument for evaluation and its accompanying processes, as well as other materials, are designed to encourage professional growth, to be flexible and fair to the persons being evaluated, and to serve as the foundation for the establishment of professional goals and identification of professional development needs.

Not all evidence for the School Counselor Performance Evaluation Rubric will be gathered during the formal observation. Due to the holistic nature of the rubric, which is designed to complement a comprehensive, developmental school counseling program, some evidence will be discussed during the counselor and evaluator meetings. Additional evidence will be provided in the counselor's final portfolio. This information and evidence can and should be noted on the rubric. The evaluator should focus on collecting evidence related to the school counseling standards. Due to the nature of the activity being presented, some standards may not be applicable. The school counselor should not be responsible for submitting evidence or documentation to address and support all standards during an observation.

After the formal observation, the evaluator will provide the counselor with a copy of their evaluation notes. The results of each formal observation are reviewed with the school counselor during the post-observation conference. Formal observations will not include videotaping or sound recordings, except with the written permission of the school counselor.

Once all formal and informal observations are complete, the counselor's portfolio has been submitted, and the metrics of student outcomes have been analyzed, the evaluator should assess which level (Ineffective, Developing, Skilled, or Accomplished) provides the best overall description of the school counselor's performance. All ratings should take into consideration district/school specific job responsibilities of the school counselor.

Licking Valley School Counselor Evaluation System		Formal Observation
Formal Observation Evaluator Notes		
School Counselor Name:	Grade(s):	Date:
Evaluator Name:	Time Observation Begins:	Time Observation Ends:
	DESCRIPTION OF OBSERVATION	
	EVIDENCE SUPPORTING STANDARDS OF FOCUS	
	EVALUATOR SUMMARY COMMENTS	

Evaluator Signature: \_\_\_\_\_

□ Photocopy to School Counselor

Licking Valley School Counselor Evaluation System

## School Counselor Performance Evaluation Rubric Record of Evidence

## Standard 1: 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.

Examples of Evidence: Comprehensive, Developmental School Counseling Program, Data Collection, Community Contacts, Lesson and Unit Plans, Counseling **Department Calendar** 

School Counselor: \_\_\_\_\_ Evaluator: \_\_\_\_\_ Evaluator: \_\_\_\_\_

Date of Observation::

As a part of program planning and implementation, evaluators will address the above standard. The counselor will update the list of evidence throughout the year and provide supporting documentation in their portfolio. The evaluator will complete the Evaluator Observation Evidence with evidence collected during formal and informal observations during the year. The evaluator will give the counselor a final ranking at the Final Evaluation Conference based on evidence provided by the counselor in their portfolio and evidence collected by the evaluator during formal and informal observations. Additional evidence can be listed on a separate sheet if needed.

Counselor Provided Evidence	Evaluator Observation Evidence	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	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	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

	being designed.	program is being designed.		adjustments for the 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.

Standard 1 Final Performance Rating (Completed at Final Evaluation Conference):

Ineffective	Developing	Skilled	Accomplished
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Licking Valley School Counselor Evaluation System

# School Counselor Performance Evaluation Rubric Record of Evidence

## Standard 2: 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.

Examples of Evidence: Program Calendar, Action/Lesson Plans, Data Collection, Student Academic Scheduling, Group Counseling Plans

School Counselor: \_\_\_\_\_ Evaluator: \_\_\_\_\_

Date of Observation: \_\_\_\_\_

As a part of program planning and implementation, evaluators will address the above standard. The counselor will update the list of evidence throughout the year and provide supporting documentation in their portfolio. The evaluator will complete the Evaluator Observation Evidence with evidence collected during formal and informal observations during the year. The evaluator will give the counselor a final ranking at the Final Evaluation Conference based on evidence provided by the counselor in their portfolio and evidence collected by the evaluator during formal and informal observations. Additional evidence can be listed on a separate sheet if needed.

Counselor Provided Evidence	Evaluator Observation Evidence	Ineffective	Developing	Skilled	Accomplished
		The school counselor lacks knowledge of the academic program and/or does not deliver counseling, activities, and/or experiences that support students' 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	The school counselor inconsistently or ineffectively provides developmentally appropriate counseling, activities and/or	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' awareness of Ohio-specific	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to enhance students' and

	students' awareness of Ohio-specific college, career and education options and resources.	experiences that build students' awareness of Ohio-specific college, career and education options and resources.	college, career and education options and resources and makes adjustments as needed.	parents/guardians' awareness of Ohio- specific college, career and education options and resources and makes 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.

Standard 2 Final Performance Rating (Completed at Final Evaluation Conference):

Ineffective Developing Skilled Accomplished

Licking Valley School Counselor Evaluation System

**Performance Evaluation** 

# School Counselor Performance Evaluation Rubric Record of Evidence

## **Standard 3: 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.

Examples of Evidence: Community Partnerships, Referral Sources, Parent Meetings, School Committees, IAT, IEP, ETR, RTI Meetings, Test Coordination

School Counselor: \_\_\_\_\_\_ Evaluator: \_\_\_\_\_\_

Date of Observation: \_\_\_\_\_

As a part of program planning and implementation, evaluators will address the above standard. The counselor will update the list of evidence throughout the year and provide supporting documentation in their portfolio. The evaluator will complete the Evaluator Observation Evidence with evidence collected during formal and informal observations during the year. The evaluator will give the counselor a final ranking at the Final Evaluation Conference based on evidence provided by the counselor in their portfolio and evidence collected by the evaluator during formal and informal observations. Additional evidence can be listed on a separate sheet if needed.

Counselor Provided Evidence	Evaluator Observation Evidence	Ineffective	Developing	Skilled	Accomplished
		The school counselor provides no information to parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information upon request to parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information on a regular basis through collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information on a regular basis and initiates collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development.
		The school counselor does not coordinate school and community resources to support students and promote their success.	The school counselor attempts to coordinate school and community resources to support students and promote	The school counselor coordinates school and community resources to support students and promote their success.	The school counselor coordinates school and community resources, and positively influences the types of services the

	their success, but has limited success.		partners provide to support students and promote their success.
The school counselor does not make referrals on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services only upon request.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.	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.

Standard 3 Final Performance Rating (Completed at Final Evaluation Conference):

Ineffective	Developing	Skilled	Accomplished
			•

## School Counselor Performance Evaluation Rubric Record of Evidence

## **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

School Counselor: \_\_\_\_\_\_ Evaluator: \_\_\_\_\_\_ Evaluator: \_\_\_\_\_\_

Date of Observation: \_\_\_\_\_

As a part of professionalism, evaluators will address the above standard. The counselor will update the list of evidence throughout the year and provide supporting documentation in their portfolio. The evaluator will complete the Evaluator Observation Evidence with evidence collected during formal and informal observations during the year. The evaluator will give the counselor a final ranking at the Final Evaluation Conference based on evidence provided by the counselor in their portfolio and evidence collected by the evaluator during formal and informal observations. Additional evidence can be listed on a separate sheet if needed.

Counselor Provided Evidence	Evaluator Observation Evidence	Ineffective	Developing	Skilled	Accomplished
		The school counselor does not monitor student performance and progress.	The school counselor does limited monitoring of individual and group student performance and progress data to identify gaps and develops some appropriate interventions to enhance or improve student success.	The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success.	The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success, and fosters student self-monitoring.
		The school counselor does not monitor effectiveness of the program.	The school counselor uses some data with minimal effectiveness to conduct program monitoring, assesses	The school counselor effectively uses data to conduct program monitoring, assesses implementation and	The school counselor uses comprehensive data to conduct regular program monitoring, assesses implementation

	implementation and effectiveness, and makes adjustments for program improvement accordingly.	effectiveness, and makes adjustments for program improvement accordingly.	and effectiveness, and collaborates with stakeholders to make adjustments for program improvement accordingly.
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Standard 4 Final Performance Rating (Completed at Final Evaluation Conference):

Ineffective	Developing	Skilled	Accomplished
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Licking Valley School Counselor Evaluation System

## School Counselor Performance Evaluation Rubric Record of Evidence

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.

## Examples of Evidence: Bullying/Climate Surveys, School Improvement Plan, Building/Student Safety, School-Wide Programming, Collaboration with Classroom Teachers, Parent Meetings, District and Building Committees, Community Partnerships

School Counselor: \_\_\_\_\_\_ Evaluator: \_\_\_\_\_\_ Evaluator: \_\_\_\_\_\_

Date of Observation: \_\_\_\_\_

As a part of professionalism, evaluators will address the above standard. The counselor will update the list of evidence throughout the year and provide supporting documentation in their portfolio. The evaluator will complete the Evaluator Observation Evidence with evidence collected during formal and informal observations during the year. The evaluator will give the counselor a final ranking at the Final Evaluation Conference based on evidence provided by the counselor in their portfolio and evidence collected by the evaluator during formal and informal observations. Additional evidence can be listed on a separate sheet if needed.

Counselor Provided Evidence	Evaluator Observation Evidence	Ineffective	Developing	Skilled	Accomplished
		The school counselor does not attempt to establish professional relationships within the school through communication, teamwork and collaboration.	The school counselor attempts to establish professional relationships within the school through communication, teamwork and collaboration with limited success.	The school counselor establishes and maintains professional relationships within and outside of the school through communication, teamwork and collaboration.	The school counselor establishes and strengthens strategic professional relationships within and outside of the school through communication, teamwork and collaboration.
		The school counselor does not advocate for nor respond to the needs of diverse populations.	The school counselor attempts to respond to the needs of diverse populations and has demonstrated progress in	The school counselor effectively advocates for and responds to the needs of diverse populations, resulting	The school counselor effectively advocates for practices within and outside of the school community and

**Performance Evaluation** 

	promoting an inclusive, responsive and safe school environment for its diverse members.	in a positive impact on practices that promotes an inclusive, responsive and safe school environment for its diverse members.	proactively addresses the changing needs of diverse populations resulting in a positive impact that promotes an inclusive, responsive and safe school environment for its diverse members.
The school counselor is unable to identify community, environmental and institutional factors that enhance or impede development and does not advocate for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development but does not advocate for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development and advocates for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development and collaborates with stakeholders to advocate for programs, policies and practices that ensure equity of opportunity for all students.
The school counselor does not promote the program or the role of the school counselor in achieving the school's mission and student success.	The school counselor occasionally promotes the program and is beginning to articulate the role of the school counselor in achieving the school's mission and student success.	The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school's mission and student success.	The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school's mission and student success, and contributes to the advancement of the school counseling profession.

Standard 5 Final Performance Rating (Completed at Final Evaluation Conference):

Ineffective

Developing

Skilled

Accomplished

**Performance Evaluation** 

## School Counselor Performance Evaluation Rubric Record of Evidence

## 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 reflective analysis. Sources of Evidence: SC Self Assessment, Professional Development Plan, Code of Ethics, ASCA Legal, Ethical & Professional Standards, Professional association membership/activities, Conference presentations/attendance, Publications, Research and continuing education, Participation in district and building professional development, Membership and participation in the Licking County Counselors' Association

School Counselor: \_\_\_\_\_\_ Evaluator: \_\_\_\_\_\_

Date of Observation: \_\_\_\_\_

As a part of professionalism, evaluators will address the above standard. The counselor will update the list of evidence throughout the year and provide supporting documentation in their portfolio. The evaluator will complete the Evaluator Observation Evidence with evidence collected during formal and informal observations during the year. The evaluator will give the counselor a final ranking at the Final Evaluation Conference based on evidence provided by the counselor in their portfolio and evidence collected by the evaluator during formal and informal observations. Additional evidence can be listed on a separate sheet if needed.

Counselor Provided Evidence	Evaluator Observation Evidence	Ineffective	Developing	Skilled	Accomplished
		The school counselor does not adhere to the American School Counselor Association and other relevant ethical standards for school counselors nor the relevant federal, state and local codes and policies.	The school counselor has limited adherence to the American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies.	The school counselor adheres to the American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies.	The school counselor adheres to the American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies. The counselor also helps colleagues access and interpret codes and policies and understand implications.
		The school counselor does not engage in self-	The school counselor engages in limited self-	The school counselor engages in thoughtful self-	The school counselor engages in thoughtful and

	reflection of practice, review data to set goals for improvement or participate in professional learning.	reflection of practice, reviews minimal data ineffectively to set goals for improvement and participates in professional learning to meet some goals, enhance skills and stay current on professional issues.	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.	ongoing self-reflection of practice; consistently reviews data to set and monitor goals for improvement; and participates in professional learning to meet goals, enhance skills and stay current on professional issues, educating others on learnings when appropriate.
	The school counselor does not attend professional meetings nor belong to organizations at the local, state or national level.	The school counselor attends professional meetings and/or belongs to organizations at the local, state or national level.	The school counselor actively participates in both professional meetings and organizations at the local, state or national levels.	The school counselor coordinates, facilitates and/or provides leadership in professional meetings and organizations at the local, state or national level.

# Standard 6 Final Performance Rating (Completed at Final Evaluation Conference):

Ineffective

Developing

Skilled

Accomplished

# School Counselor Performance Evaluation Rubric Record of Evidence

	<b>Metric(s) of Student Outcomes</b> School counselors demonstrate an ability to produce positive student outcomes using pre-determined metrics.					
	Ineffective	Developing	Skilled	Accomplished		
			The school counselor clearly demonstrates a positive change in students' knowledge, behavior or skills within at least one student domain.	The school counselor clearly demonstrates a positive change in students' knowledge, behavior or skills within three student domains.		
Evidence						

## Final Summative Rating of School Counselor Effectiveness (Completed at Final Evaluation Conference):

## Standard 1: Comprehensive School Counseling Program Plan

	Ineffective	Developing	Skilled	Accomplished	
Standard 2: Direct Services for Academic, Career and Social/Emotional Development					
	Ineffective	Developing	Skilled	Accomplished	
Standard 3: Indirect Services: Partn	erships and Referrals				
	Ineffective	Developing	Skilled	Accomplished	
Standard 4: Evaluation and Data					
	Ineffective	Developing	Skilled	Accomplished	
Standard 5: Leadership and Advoca	су				
	Ineffective	Developing	Skilled	Accomplished	
Standard 6: Professional Responsib	Standard 6: Professional Responsibility, Knowledge and Growth				
	Ineffective	Developing	Skilled	Accomplished	
Metrics of Student Outcomes					
	Ineffective	Developing	Skilled	Accomplished	
Area of Reinforcement:		_ Area of Refinement	:		

Evaluator Comments (The evaluator may attach an evaluation narrative.):

## Final Summative (Overall) Rating

	Ineffective	Developing	Skilled	Accomplished		
Improvement Plan Recommended						
Counselor Comments (The counselor may attach additional pages.):						
Evaluator Signature:			Date:			
Counselor Signature:			Date:			

# **Guidelines for Conducting a Formal Post-Observation Conference**

While the School Counselor Performance Evaluation Rubric is used to evaluate school counselor performance, its primary purpose is to provide the basis of support school counselors receive for their own professional growth. The evaluator's support should be provided in numerous ways, including the modeling of specific standard areas in professional development meetings, in school counselor's daily activities and in the post-observation conference.

The purpose of the post-observation conference is to provide school counselors opportunities to self-reflect on their activities with guidance and support from the evaluator who conducted the observation. This guidance should be provided through the use of leading questions by the evaluator along with the identification of an area of reinforcement (relative strength) and an area of refinement (area in which the observer needs to help the school counselor improve). Therefore, the focus of the post-observation conference is on two standard areas from the rubric as opposed to multiple areas. By focusing on just two areas, school counselors have the opportunity to segment their own learning with support from an evaluator.

When choosing an area of reinforcement and refinement from the rubric, evaluators should ask themselves several guiding questions to ensure that a school counselor's professional growth will have the maximum impact on the achievement of his/her students. Examples of these questions can be found on page 72.

### Hints and Questions for Choosing Reinforcement and Refinement Objectives

- Which areas on the rubric received the highest ratings (reinforcements) and the lowest ratings (refinements)?
- Which of these areas would have the greatest impact on student achievement?
- Which of these areas would have the greatest impact on the other areas of the rubric?
- In which areas will the school counselor have the most potential for growth?
- Choose a refinement area for which you have sufficient and specific evidence from the observed activity to support why the school counselor needs to work in this area.
- Select refinement topics with which you have personal knowledge or experience.

Once the areas of reinforcement and refinement have been selected, the post-observation conference is developed. On the next page is a format for developing an effective post-conference. It is important to note that a post-conference does not begin with a presentation of the ratings, but with coaching questions, which through reflection, lead to the identification of the areas of reinforcement and refinement.

### **Post-Observation Conference Introduction**

- 1. Introduction/Greetings/Establish length of conference
- 2. Review the conference process
- 3. Ask a general impression question: How do you think the activity went?

## **Reinforcement Plan**

- 1. **Reinforcing the school counselor**. Use specific language from the rubric to develop your area of reinforcement. You may choose an entire standard or portion of a standard on a specific rubric.
- 2. **Self-analysis question**. Prompt school counselor to talk about what you, as the observer, want to reinforce. Utilize a question that includes specific language from the rubric which can lead the school counselor to reflect on what the evaluator has identified as his/her area of reinforcement.
- 3. **Identify specific examples from script about what school counselor did relatively well**. It is critical that the observer leading the post-conference provides specific examples for the activity of when the school counselor incorporated portions from the standard area being reinforced.

## **Refinement Plan**

- 1. **Refinement objective**. Use specific language from the rubric to develop the area of refinement. The evaluator may choose an entire standard or portion of a standard on a specific rubric depending on the needed development of the school counselor.
- 2. **Self-analysis question**. Ask a specific question to prompt the school counselor to talk about what you, as the observer, want him/her to improve. Utilize a question that includes specific language from the rubric which can lead the school counselor to reflect on the standard area you have identified as his/her area of refinement.
- 3. **Identify specific examples from script about what to refine**. It is critical that the observer leading the post-conference provides specific examples from the observation to support the area being refined. This is the most important element of the plan.
- 4. **Recommendation.** Provide specific examples of what to refine with suggestions that are concrete. Also indicate why the example is strong and how it will improve student learning.

## Share the Performance Ratings

1. Connect the rating to specifics from the rubric.

# Post-Observation Planning and Activity Reflection Resource Questions

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

#### Standard 1: Comprehensive School Counseling Program Plan

- Talk about how you implement a guidance curriculum to meet the needs of all students.
- Talk about how you implement responsive services to meet student needs.
- Talk about how you meet the needs of the students through individual planning.
- Talk about how you meet the needs of the students through systems support.
- What data was examined to plan this activity?
- What knowledge will students acquire based upon your lesson?

#### Standard 2: Direct Services for Academic, Career and Social/Emotional Development

- How did you help students develop skills for academic success?
- How did you help students explore skills for career development?
- How did you help students develop skills for personal/social success?
- What data was examined to plan this activity?
- How do you determine what questions to include on an assessment?
- How will you share this information with other stakeholders?
- What knowledge will students acquire based upon your lessons?

#### Standard 3: Indirect Services: Partnerships and Referrals

- What strategies did you use to advocate for students?
- In what ways do you interact and communicate with parents/guardians?
- What methods did you use to communicate with the community?
- In what situation did you recommend referrals to other resources?
- How do you determine what questions to include on an assessment?
- How will you share this information with other stakeholders?

#### Standard 4: Evaluation and Data

#### Standard 5: Leadership and Advocacy

- How does the school environment support all students?
- How do you collaborate with colleagues?
- How do you determine what questions to include on an assessment?
- How will you share this information with other stakeholders?

#### Standard 6: Professional Responsibility, Knowledge and Growth

- How do you apply knowledge gained from other experiences into your counseling?
- Discuss ways you analyze and reflect on your counseling.
- What are some proactive ways you further your own professional growth?

# Four Key Elements of the Instructional Post-Observation Conference

- 1. Introduction/Greeting/Establish length
  - Review conference process
  - General impression question; how do you think the lesson went?
- 2. Reinforcing the school counselor's skill
  - Identify an area of reinforcement (only one area)
  - Ask self-analysis question
  - Provide evidence from notes
- 3. Refining the school counselor's skill:
  - Identify an area of refinement (ONLY one area)
  - Ask self-analysis question
  - Provide evidence from notes
  - Give a recommendation for future practice
- 4. Present evidence and rating connected to the rubric

### Licking Valley School Counselor Evaluation System

## **Professional Growth Plan Form**

On an annual basis, a school counselor will develop two goals for professional growth and development; one in relation to the six standard areas, and the second in relation to the Metric of Student Outcomes area. Professional development should be individualized to meet the needs of the school counselor and specifically relate to his/her areas of refinement as identified in the school counselor's evaluation. The development of the plan can be informed by self-assessment, previous evaluation results, or other relevant data that will assist the school counselor in setting appropriate goals for professional growth. The evaluator should recommend professional development opportunities and support the school counselor by providing resources (e.g., time, financial).

### □ Self-Directed

## □ Collaborative

Annual Focus	Date	Areas for Professional Growth
These are addressed by the evaluator as appropriate for this school counselor.	Record	supports needed, resources, professional development
	dates when	
	discussed	Comments during conference with school counselor and
		evaluator are made appropriate to the needs of the school
Goal 1:		counselor.
Goal Statement:		
Evidence Indicators:		
Goal 2 :		
Goal Statement:		
Evidence Indicators:		

Evaluator Signature	Date	School Counselor Signature	Date

The signatures above verify that the school counselor and evaluator have discussed and agreed upon this Professional Growth Plan.

### **Professional Growth and Improvement Plans**

## **Improvement Plan Form**

Counselor Name:		Grade Level:
School year:	Building:	Date of Improvement Plan Conference:

Written improvement plans are to be developed in the circumstances when a school counselor receives an overall ineffective rating, an ineffective rating on any of the components of the OSCES system or the administrator notes individual areas of significant concern. 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.

### Section 1: Improvement Statement - List specific areas for improvement as related to the Ohio Standards for the School Counseling Profession. Attach documentation.

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

### Section 2: Desired Level of Performance - List specific measurable goals to improve performance. Indicate what will be measured for each goal.

Goal(s)	Beginning Date	Ending Date	Level of Performance	
			Specifically Describe Successful Improvement Target(s)	

# **Improvement Plan Form (continued)**

### Section 3: Specific Plan of Action

Describe in detail specific plans of action that must be taken by the school counselor to improve his/her performance. Indicate the sources of evidence that will be used to document the completion of the improvement plan.

Actions to be Taken	Sources of Evidence that Will Be Examined

### Section 4: Assistance and Professional Development

Describe in detail specific supports that will be provided as well as opportunities for professional development.

Date for this Improvement Plan to Be Evaluated:

School Counselor Signature:

Date: \_\_\_\_\_

Evaluator Signature:

Date:			

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

## **Improvement Plan: Evaluation of Plan**

Name:		Level:	
School year:	Building:	Date of Evaluation:	
The improvement	plan will be evaluated at the end of the time specified	d in the plan. Outcomes from the improvement plan demonstrate the following action to	o be taken:

□ Improvement is demonstrated and professional standards are met to a satisfactory level of performance\*

- $\Box$  The Improvement Plan should continue for time specified:
- Dismissal is recommended.

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

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

School Counselor Signature:

Date: \_\_\_\_\_\_

Evaluator Signature:

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

\*The acceptable level of performance varies depending on the school counselor's years of experience. Beginning school counselors—specifically in Years 1 through 4—are expected to perform at the Developing level or above. Experienced school counselors—with five or more years of experience—are expected to meet the Skilled level or above.