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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE CRESTVIEW LOCAL BOARD OF EDUCATION**

**AND**

**THE CRESTVIEW TEACHERS ASSOCIATION**

*Effective July 1, 2018 through June 30, 2021*

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## ARTICLE I      PROFESSIONAL NEGOTIATIONS AGREEMENT

### 100 Preamble

The Board of Education of the Crestview Local School District, recognizing that providing an effective education for the children of the district is its primary purpose and that good morale in the teaching staff is essential to achieving that effectiveness, hereby adopts the following agreement covering recognition of the Crestview Teachers Association (CTA) and the methods by which negotiations shall take place with said organization.

### 101 Recognition

The Crestview Board of Education, hereinafter referred to as the Board, recognizes the Crestview Teachers Association/OEA/NEA, hereinafter referred to as the Association, as the sole and exclusive bargaining representative of the certificated personnel, as defined by ORC 3319.09, including those teachers who are on an approved leave of absence or in a lay-off status, except for management level employees and supervisors as defined in accordance with ORC 4117, and seasonal and casual employees.

Such recognition shall continue until such time that a new representative is recognized in accordance with the pertinent provisions of Chapter 4117 of the ORC.

The Association recognizes the Board as the locally elected body charged with the establishment of policies for public education in the Crestview Local School District and the employer of all certificated personnel of the school system.

The Association and the Board recognizes the Superintendent as the chief executive officer and primary professional advisor of the Board.

Both parties recognize that certificated personnel have the right to freely organize, to join, and to support any organization for their professional and/or economic improvement, and that membership in any organization shall not be required as a condition of employment. Such organization may set criteria for membership but may not exclude teachers as members on the basis of sex, marital status, race, creed, or national origin.

### 102 Principles

- A. Attaining Objectives - Attainment of objectives of the education program of the Crestview Local School District requires mutual understanding and cooperation among the Board of Education, the Superintendent, and the Teaching Staff. Therefore, free and open exchange of views is desirable and necessary in the negotiations process.
- B. Teaching Personnel - It is recognized that members of the teaching staff require specialized qualifications. The success of the educational program in the Crestview

Local Schools depends upon the maximum utilization of the abilities of teachers who are reasonably well satisfied with the conditions under which their services are rendered.

- C. Rights of Minorities and Individuals - The legal rights inherent in the Revised Code of the State of Ohio and in the rulings and regulations of the Department of Education affecting teaching personnel are in no way abridged by this Agreement.
- D. "Good Faith" Negotiations - "Good Faith" requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. "Good Faith" requires both parties to recognize negotiations as a shared process.

103 Scope of Negotiations

Negotiable matters shall be all matters with respect to wages, hours, terms and conditions of employment and the continuation, modification, or deletion of an existing provision of a Collective Bargaining Agreement.

104 Initiation of Negotiations and Timeline for the Bargaining Process

- A. Either the Board or the Association may cause negotiations for a successor agreement to commence by giving written notification to the other party that it desires to open negotiations for the purpose of making modification(s) to the existing Collective Bargaining Agreement that will result in a new successor agreement. Such notice by the Association shall be served on the Superintendent of Schools and notice by the Board shall be served on the President of the Association. The party initiating the negotiations shall forward to the State Employment Relations Board (hereinafter, SERB) a copy of the written notice to initiate negotiations and a copy of the current Collective Bargaining Agreement. The collective bargaining process shall commence no more than one hundred twenty (120) nor less than sixty (60) days prior to the expiration date of the existing Collective Bargaining Agreement and shall be at a mutually acceptable time within seven (7) days of the date that the initiating notice was served.

After negotiated packages are exchanged no additional issues shall be submitted by either party, unless agreed to by both parties.

- B. The parties shall continue in full force and effect all the terms and conditions of the existing Collective Bargaining Agreement, without resort to strike or lockout, for a period of sixty (60) days after the party gives notice or until the expiration date of the Collective Bargaining Agreement, whichever occurs later.

105 Representation

Representation shall be limited to five (5) representatives each of the Board and of the Association with the chairperson of each team acknowledged as "official spokesperson."



Upon agreement of both parties, there may be more than five (5) representatives. Neither party in any negotiation shall have control over the selection of the representatives of the other party. Each team may select one (1) professional negotiator as a member of their respective negotiations team. Each team shall have full authority to make proposals, consider proposals, and make concessions during the course of negotiations. All negotiations shall be conducted exclusively between said teams. The parties may call upon professional and lay consultants to assist in all negotiations provided that during all negotiating meetings between the parties, such consultants shall be without the right to speak.

While no final agreement shall be executed without ratification by the Association, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

Both parties agree to provide the other party with all available relevant data within a reasonable time.

106 While Negotiations are in Progress

- A. The Association and the Board agree to confer in "good faith" in accordance with the laws of the State of Ohio.
- B. The Association and the Board agree that all negotiations will be conducted in executive session.
- C. The Association and the Board agree that each party will designate an official spokesperson to represent their committee, though all members of both committees may participate in negotiations.
- D. The Association and the Board agree that each shall be represented at all negotiations meetings by a team of negotiators, not to exceed five (5) members per team. In addition to said team, each party shall be authorized to admit no more than two (2) observers to each meeting. Such observers shall be without the right to speak or to otherwise comment to either party.
- E. The Association and the Board agree that the chairperson of either party may, independently, call for a caucus at any time during the negotiation session.
- F. The Association and the Board agree that the process of tabling may be used. Tabling means "the temporary suspension of negotiation on a specific item."
- G. The Association and the Board agree that either party may, at its discretion and with prior notification, bring into the negotiations any outside legal and professional advisors. Prior notification shall mean a written communication to the chairperson of the group to be informed. This communication must be received at least seventy-two (72) hours before the negotiating session at which the advisor will be present.

Receipt of such communication must be acknowledged in writing and returned within twenty-four (24) hours to the sender.

- H. The Association and the Board agree that negotiating shall take place at a mutually acceptable site which may be the high school library.
- I. The Association and the Board agree that all items which were submitted for negotiations and upon which tentative agreement is reached shall be reduced to writing and incorporated into a single tentative agreement. Such tentative agreement would be submitted to the ratification process described in Section 107.
- J. The Association and the Board agree that definite dates for meetings and starting times shall be determined with the mutual consent of the teams. If the agreed upon dates and times fall during the school day, the members will be allowed negotiation leave time and a substitute teacher will be provided.
- K. The Board shall make available to the Negotiating Committee of the Association for inspection all public records of the Crestview Local School System.
- L. The Association and the Board agree that any attempt to coerce, to dominate, to censor, or to penalize any participant in these negotiations shall be recognized as a breach of "good faith."
- M. The Association and the Board agree that as negotiation items receive tentative agreement they shall be reduced to writing and initialed by each party.
- N. The Association and the Board agree that while negotiations are in progress any releases prepared for news media must be approved by both parties.
- O. The length of bargaining meeting(s) shall be as determined by mutual agreement of the parties. Prior to the conclusion of a meeting the parties should determine the date, time, and agenda for next meeting.

#### 107 Agreement

When an agreement is reached through negotiations, the outcome shall be reduced to writing and submitted, in accordance with Article 106 Section I, to the Association and Board for formal approval.

Following ratification by the Association, the Board shall adopt a resolution setting forth the agreement and the duration of its several parts. The agreement shall then be signed by the parties and shall become part of the official minutes of the Board.

108 Disagreement

The following alternative dispute settlement procedure shall replace ORC 4117.14 (C) (2) through 4117.14 (D) (1) as provided under ORC 4117.14 (C) (1) (f) in the negotiations for a successor contract.

If, in the course of negotiations, either or both parties determine(s) an impasse exists on terms not tentatively agreed upon, impasse may be declared. At this time, either party may request the assistance of a mediator through the Federal Mediation and Conciliation Service.

The mediator shall have the authority to call meetings and to meet with the team representatives of the Association and the Board. However, the mediator shall not have the authority to extend time limits of the current agreement or bind any parties to any item of agreement, except by mutual agreement of both parties.

Mediation shall terminate with the expiration date of the contract, or at the end of any mutually agreed upon extension(s), or at the settlement of the agreement.

If mediation has not resulted in settlement by the expiration date of the contract or any mutually agreed upon extension(s), then ORC 4117.14 (D) (2) and provisions thereafter shall apply.

109 Definitions

- A. Board of Education - The Local Board of Education duly elected by the residents of the local school district to serve as the policymaking body of the local public schools.
- B. Caucus - A limited break in the negotiation session.
- C. Consultants - Advisors to the negotiations team. Individuals due to special training, experience, and talents have abilities to assist in clarifying points under consideration and to assist in resolving misunderstandings. They shall have speaking privileges if mutually agreed upon.
- D. Executive Session - A private meeting between the parties at interest in compliance with the negotiating agreement.
- E. Good Faith - "Good Faith" requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. "Good Faith" requires both parties to recognize negotiations as a shared process.
- F. Impasse - Disagreement, a deadlock on a given item, or items, being negotiated. Impasse is reached when no further change of position by the members of the negotiating teams is taking place and agreement is not reached.

- G. To Bargain Collectively means to perform the mutual obligation of the Board, by its representatives, and the Association by its representatives, to negotiate in good faith at reasonable times and places with respect to wages, hours, terms and other conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement, with the intention of reaching an agreement, or to resolve questions arising under the agreement. This includes executing a written contract incorporating the terms of any agreement reached. The obligation to bargain collectively does not mean that either party is compelled to agree to a proposal, nor does it require the making of a concession.
- H. News Release - A report on the status of negotiations, given directly to public news media personnel . . . i.e.: the newspaper, radio or television news bureaus.
- I. Progress Report - Reports made to the Local Board of Education by their representatives or to the Local Teachers' Association by their representatives while negotiations are in progress.
- J. Relevant Data - Document containing facts and figures which have a bearing upon the matter in hand and are items of public information.
- K. Superintendent - The Local Superintendent, the chief executive officer of the Board of Education and advisor to the Board of Education.
- L. Supporting Information - Facts which help prove the legitimacy of a proposal.
- M. Tabling - To postpone the discussion or consideration of a matter by a motion to table.

## ARTICLE II      GRIEVANCE PROCEDURE

### 200    Introduction

With the realization that problems between the Crestview Teaching Staff, the Crestview Board of Education, and the administration do arise in the operation of an educational system, and with a main objective to maintain a good working relationship between these parties, this grievance procedure is written and designed to afford a fair and rapid solution to any said dispute.

To guarantee a fair and rapid resolution, it is necessary that both parties cooperate fully in all phases of the procedure. Also, any decisions reached as a result of this procedure must be binding on both parties to be effective. Therefore, adoption of this grievance procedure will act as an agreement to cooperate fully in the settlement of disputes arising hereunder and to be bound by the decisions reached.

### 201    Definitions

- A. A grievance is a claim by a member, a group of members, or the Association based on an alleged violation, misinterpretation, or misapplication of the Collective Bargaining Agreement that exists between the Board and the Association.
- B. A grievant/aggrieved shall mean a member, a group of members, or the Association alleging that a grievance has occurred.
- C. A group/class action grievance must have arisen out of similar circumstances affecting each member or a group of members.
- D. A "teacher" shall mean a member of the bargaining unit.
- E. The term "days" when used in this article shall mean school days. Thus, weekend, vacation days, and calamity days are excluded.
- F. Parties in interest shall mean the person or persons making the claim, including their designated representative as provided for herein, and any person or persons who might be required to act or against whom action might be taken in order to resolve the grievance.
- G. "Appropriate Supervisor" for the purposes of the grievance procedure, shall mean the lowest level administrator having the authority to resolve the grievance.

### 202    Time Limit

- A. The number of days indicated at each step in the procedure shall be maximum and may be extended only by written mutual agreement of the parties.

- B. A grievance shall be filed within thirty (30) days of the act or the grievant's awareness of the act on which the grievance is based.
- C. Failure of the grievant to comply with timelines shall be cause for the grievance to be dismissed.
- D. Failure at any level by an administrator to respond within the time limits provided shall allow the grievant to advance to the next level of the grievance procedure.

203 Rights of the Grievant and the Association

- A. The grievant has the right to Association representation at all meetings and hearings involving the grievance.
- B. The Association has the exclusive right to file grievances and to be present for the adjustment of any and all grievances.
- C. Grievance forms shall be exhibited in the Appendix of this Contract and it shall be the exclusive right of the Association to issue forms to grievants. (see Appendix A)
- D. The Association shall have the exclusive right to determine whether to proceed to the arbitration step of the procedure.
- E. The Association President or other designee shall receive a copy of all grievances, decisions, or appeals at Level One and above.

204 Grievance Procedure

A. Informal Level

When a member(s) becomes aware of the act on which a grievance is to be based, the member(s) and the Association representative will discuss the grievance with the member's appropriate supervisor.

If the grievance is not resolved during the informal level, the Association may, within thirty (30) days of the act or the grievant's awareness of the act giving rise to the grievance, file a written grievance with the appropriate supervisor.

Level One:

The appropriate supervisor shall arrange and hold a hearing within five (5) days of receipt of the grievance. The Association, grievant and Board may present evidence to sustain their positions.

Within five (5) days of the conclusion of the hearing, the appropriate supervisor shall forward his/her written response to the Association and grievant.

If the Association and grievant are not satisfied with the appropriate supervisor's response, the Association may file a written form to proceed to Level Two.

Level Two:

Within five (5) days of the filing of the form, the Superintendent or his/her designee, shall arrange and conduct a hearing in the same manner and for the same purpose as set forth in Level One.

Within five (5) days after the hearing, the Superintendent or his/her designee shall provide a written response to the Association and grievant.

Level Three:

Upon the determination by the Association that the grievance be appealed to Arbitration, the Association shall notify the Board of its intent to proceed to Arbitration within ten (10) days of receipt of the Level Two response.

205 Selection of the Arbitrator

The arbitrator shall be selected from a list supplied by the American Arbitration Association. All procedures relative to arbitration shall be according to the Labor Arbitration Rules of the American Arbitration Association.

206 Authority of the Arbitrator

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Contract nor add to, subtract from, or modify the language therein in arriving at a determination of any issue presented. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The decision of the arbitrator shall be final and binding on the Board, the grievant, and the Association.

207 Costs of Arbitration

The costs for the arbitrator and the hearing room shall be shared equally by the Board and the Association.

208 Miscellaneous

A. Receipt by the Board of communications from the Association/Grievant shall be construed to be the delivery date to the appropriate supervisor's office.

- B. Receipt by the Association of communications from the Board or designated representative(s) shall be construed to be the delivery date to the Grievant and the President of the Association or other designated officer of the Association.
- C. Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
- D. All parties at interest shall be permitted to attend a grievance meeting or arbitration hearing with no loss of pay or benefits.
- E. No reprisals or recriminations shall be taken against any member who files or takes part in a grievance.

209 Personal Complaints

If an individual member has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and the opportunity for the Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of the Agreement.

210 Representation

Any party of interest may be represented at any or all stages of the grievance procedure as required by this article, by a person of his/her own choosing from the Association, a representative of the Association, or of the legal profession. When a member chooses to be represented by other than a representative of the Association, he/she shall so indicate by signing a "Waiver of Representation Rights" form which shall be filed with the Treasurer of the Board and the President of the Association (see Appendix E).

In all cases, the Association President shall receive notification of date, time, and place of hearings and the Association shall be entitled to representation at such hearings in accordance with ORC 4117. Such representation shall be determined solely by the Association. The adjustment of a grievance(s) shall not, under any circumstances, be inconsistent with the terms of this Professional Negotiations Agreement.



## ARTICLE III LEAVE PROVISION

All Leave Requests shall be submitted in KIOSK. Appendix B and Appendix C are for reference only.

### 300 Sick Leave

- A. Each member will be granted sick leave of one and one-fourth (1 ¼) days per month for a total of fifteen (15) days per year. The maximum accumulation of sick leave days shall be unlimited.
- B. Each member may use sick leave for absence due to personal illness, pregnancy, adoption [up to twenty (20) days], injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the member's immediate family.
- C. Teachers who render part-time service pursuant to obligations while under regular contract with the Board shall be entitled to sick leave for the time actually worked at the same rate as that granted like full-time employees.
- D. Ten (10) days of sick leave shall be credited any member who has exhausted his/her sick leave and personal leave; provided, however, that such credited days shall be reimbursed from accumulated sick leave prior to the termination of employment. In the event such credited days are not recovered prior to termination of employment, the salary amounts paid for such credited days (days owed to the Board times employee's daily rate) shall be deducted from the member's final check from the Board. Under no circumstances shall the days advanced exceed what would be accrued/earned through the end of the current school year.
- E. Regarding illness, injury, or death, the member's immediate family shall include: spouse, children, parents, stepparents, daughter-in-law, son-in-law, parents-in-law, and siblings. Any teacher required to be absent because of death in the immediate family shall be granted up to three (3) days of leave per death. The three (3) days shall be deducted from the accumulated sick leave of the teacher's sick leave balance. Any teacher required to be absent because of the death of non-immediate family members shall be granted up to two (2) days of sick leave per death, and such leave shall be deducted from the teacher's accumulated sick leave balance.
- F. If medical attention has been necessary during the period of sick leave, the member's statement shall list the name and address of the attending physician and the dates when he/she was consulted.
- G. Sick leave shall not be charged for days on which school is not in session due to public calamity, disease, epidemic, hazardous weather conditions, damage to a school building or other temporary circumstances due to utility failure rendering the school building unfit for school use.

- H. The previously accumulated sick leave of a member who has been separated from public service or who is transferring from another school or other public agency shall be credited to the member upon employment in the Crestview Schools. However, when returning to public service, such return must take place within ten (10) years of the date of the last termination of public service.

301 Sick Leave Donation for Emergency/Catastrophic Illness

Employees may choose to make a voluntary gift of sick leave days to another employee who has exhausted their sick leave because of a severe condition or illness as identified in Section 300 Paragraph E. In such cases, the following guidelines will be followed:

- A. Once an employee makes a decision to gift sick leave days to another employee, and the paperwork has been submitted to the Treasurer's office, the decision is irrevocable.
- B. Gifted sick days cannot be used to enhance severance pay.
- C. A staff member may not gift more than ten (10) sick leave days per year.
- D. The gifting of sick days can be anonymous if the gifting employee so desires.
- E. The gifting of sick days can only be for a serious illness having a prognosis of recovery being thirty (30) work days or longer verified by a physician's note or to extend maternity/adoption/child care leave.
- F. Gifted sick days shall not be used to repay advanced sick leave.
- G. Calculation for determining the number of days that are gifted:
  - 1. Employee "A" wants to give 10 days to Employee "B". In this example, Employee "A's" teaching salary is \$46,050 (daily rate of \$250.27). Employee "B's" teaching salary is \$34,150 (daily rate of \$185.60).
  - 2. Employee "A" gives 10 days ( $10 \times \$250.27$  (daily rate of Employee A) = \$2,502.70) to Employee "B".
  - 3. Employee "B" receives 13.5 days ( $\$2,502.70 / \$185.60$  (daily rate of Employee B) = 13.48 days rounded to 13.5 days)
- H. The request to donate or to receive sick leave days must be submitted to the Treasurer in a timely manner. If the employee submits the request (via e-mail or in writing), a copy will be placed in the Personnel File of the donor and the recipient. If the employee wishes to donate sick leave days anonymously, the Treasurer shall be notified by the donor of such intent.

302 Personal Leave

Upon submission to KIOSK, to the Superintendent of schools, or the employee's supervisor, shall grant, without loss of contract pay, a maximum of three (3) unrestricted personal leave days each school year, which will be noncumulative. A member shall use no more than one personal leave day in the month of May. Personal leave will be approved based on the availability of substitutes. Normally, no more than ten percent (10%) of the members in each building may be on personal leave on a given day. Personal leave may not be used the day before or after a vacation or holiday, during student examinations, or on teacher in-service day(s), except in cases of special circumstances if approved by the Superintendent. Request(s) for personal leave shall be made in KIOSK at least five (5) days prior to the date requested, except in the case of emergencies. In cases of an emergency notification of intent to use a day of personal leave shall be submitted in KIOSK. The nature of the emergency shall be stated in KIOSK. Beginning with the 2009-2010 school year, unused personal leave will be converted to a member's sick leave accumulation at the end of each school year.

Employees who have not used any paid sick or personal leave nor had any unpaid leave days during the current school year between the first teacher work day and April 30<sup>th</sup>, shall be given two (2) additional personal leave days which may be taken during the month of May or converted to a member's sick leave accumulation at the end of the school year.

Employees who have used one or any part of one paid sick or personal leave or had one or any part of one unpaid leave days during the current school year between the first teacher work day and April 30<sup>th</sup>, shall be given one (1) additional personal leave days which may be taken during the month of May or converted to a member's sick leave accumulation at the end of the school year.

303 Professional Leave

A member(s) who wishes to participate in professional meetings, workshops, visitations, conferences, and clinics pertaining to their particular teaching fields on days when school is in session shall submit to their building principal(s), five (5) days prior in advance of the scheduled activity to attend, and upon submission to KIOSK. The principal shall forward the request to the Superintendent within three (3) days. This request shall state in KIOSK the nature of the event, the dates when attendance is required, where the event is to take place, the date of the request itself, and the name of the member making the request; also to include anticipated expenses.

Approval for such leave shall be granted according to the following:

- A. The activity must pertain to the area in which the member submitting the request is working.
- B. The entire school, department or grade level staff, and students shall profit from such attendance by the member.

- C. Approval to attend such meetings shall include payment of the member's salary while he/she is in attendance. A substitute teacher shall be paid to assume the member's responsibilities while he/she is absent.
- D. A member(s) attending such meetings shall report items of interest to grade level teachers, department staff, building staff, or the entire school staff, provided the nature of such a meeting is of interest. If such a report is desired, the building principal concerned shall schedule a meeting at a time convenient to the majority of teachers involved. Upon return the member may be required to give an oral presentation to the board or submit a written report.

#### 304 Court Leave

If members are called for jury duty, arbitration hearing, or are subpoenaed to give testimony during the school year or their regular hours of employment, the Board of Education will grant court leave with pay. If the court leave pay is less than the member's daily rate of pay, the member shall deposit the court leave pay with the Board of Education Treasurer. If the court leave daily pay is greater than the member's daily rate of pay, the Treasurer shall compute the difference and return balance to the member. Members should notify their building principal when called for court leave. Court leave shall be submitted in KIOSK. Absence of a member under this section shall not be charged to the member's sick leave or personal leave days.

#### 305 Leave of Absence

##### A. Definitions:

A leave of absence is understood to mean a period of extended absence from duty by an employee of the Board of Education, for which written request has been made and formal approval has been granted by the Board of Education. Without request, the Board of Education may grant a leave of absence to a member because of physical or mental disability; however, such unrequested leave shall be in accordance with ORC Section(s) 3319.13 and 3319.16.

Leaves of absence shall be granted for sickness, maternity, adoption [up to twenty (20) days], or other disabilities and may be granted for educational or other purposes.

All leaves of absence shall be granted in accordance with ORC 3319.13 and Federal laws except as is indicated in this provision.

##### B. Armed Services Leave

Any member who leaves a position in this school system to serve in the Armed Forces, or auxiliary thereof, organized to serve during a period of war declared by the Congress, and/or national emergency, upon being honorably discharged from such service shall resume the contract status held prior to entering military service, subject to passing

satisfactorily a physical examination. Such contract status shall be resumed at the first of the school semester or the beginning of the school year following return from Armed Services. The term "Armed Services" shall be construed according to the definition thereof as provided in Section 458.16 of the General Code.

C. Length of Leave

Leaves of absence for any purpose do not extend for longer time than two (2) calendar years. Maternity leaves of absence, when requested during a school year, shall be granted, upon request of the member, for the remainder of the current school year and/or the following school year.

D. Expiration of Leave

At the expiration of the specified period of leave a member terminates his affiliation with the Board of Education if he at that time declines a position which has been offered him.

E. Leave of Absence and Salary

Only leaves of absence for services in the Armed Forces of the United States, or any auxiliary branch of these forces, shall be considered valid for salary increments.

F. Employment Upon Return From Leave

When the leave of absence has expired, the Superintendent of Schools is obligated to assign the person to a position in this school system for which such person is eligible.

G. Notification of the member's intent regarding the status of his/her leave of absence shall be given upon request of the Superintendent of Schools by June 1 preceding expiration of the approved leave.

306 Unpaid Leave

An unpaid leave day(s), upon request for unpaid leave, may be granted by the Superintendent; however, the number of unpaid leave days would be limited to two (2) days per school year. Such unpaid leave days shall be granted when the purpose of the request is caused by an emergency and the employee is not a probationary employee. Unpaid leave shall be submitted in KIOSK.

307 Assault Leave

Assault leave will be available to any certified member who is unable to perform his/her contract duties due to a physical disability resulting from an assault while teaching or in school-related activities, on or off school premises. Assault shall be defined as physical attack with or without a weapon. All such leave will be subject to the following provisions.

- A. A signed written request for assault leave shall be made to the Superintendent of Schools justifying the granting and use of such leave. The statement should describe the circumstances and events surrounding the assault, names of witnesses (if known), and a description of the injuries sustained.
- B. The member shall be required to provide a physician's statement describing the nature of the disability and its duration.
- C. A member agrees to sign a statement indicating a willingness to participate and cooperate with the Board if the Board decides to pursue legal action against the assaulter.
- D. The member will be maintained on full pay status with fringe benefits during the period of paid assault leave, not to exceed twenty-five (25) days.
- E. The member may not perform any duties related to any other job during the period of paid assault leave.
- F. Where workers' compensation reimburses the member in any amount for time lost during the assault leave, the Board shall pay the difference between the member's full pay for the period of the assault leave and the amount paid by workers' compensation.
- G. It shall be the obligation of the assaulted member to maintain contact with the building principal to determine the time that a substitute teacher will be needed.

308 Association Leave

Association officers and/or delegates who request leave to attend meetings of state representative assemblies, other state Association meetings, or for other Association business, not including negotiations, will be granted up to a total of eight (8) days of Association leave in any school year. Use of such leave must have the approval of the Association President. The Board shall not pay expenses of Association members, except for providing the substitutes necessary to fill the vacancies. The use of such leave shall not be required when the reason is for the purpose of a hearing(s) held with regard to Article 200 of this Agreement.

309 Family and Medical Leave

- A. Notwithstanding other provisions of this Agreement, the Board agrees to abide by the provisions of the Family and Medical Leave Act of 1993. The parties to this Agreement agree that all benefits guaranteed by the Act will be provided to a member(s) covered by this Agreement. Any alleged violations of the Act may be processed as grievances using the procedure herein. Pursuit of such a grievance in no way prevents a member from enforcing their rights under the Act as provided by law.

B. Leave Provisions

1. Each member is entitled to and shall be granted upon request and in accordance with said Act up to twelve (12) weeks of unpaid leave per year for a serious health condition of the member or to care for a new child or a sick child, parent, or spouse. Such leave may be taken for the care of a newly adopted or newly placed foster child, as well as a newborn child.
2. Any leave beyond twelve (12) weeks in a year for these combined purposes or other purposes shall be granted when requested pursuant to the other leave provisions of this Agreement; however, the total period of time under an unpaid leave will not exceed the time limits specified in Article 306.
3. Eligible members may choose to substitute paid leave granted by other provisions of this Agreement for all or part of the unpaid leave granted under this Article.
4. The member shall give the Board thirty (30) days' notice when need for the leave is foreseeable; otherwise, the notice shall be given as soon as possible. The member's notice shall specify Family Leave, when entering into KIOSK.
5. When medically necessary, leave may be taken intermittently.

C. Protection of Employment

1. The Board shall return the member taking a leave under this section to the same position he/she occupied prior to the leave if such leave is for a period of no more than eighty-four consecutive calendar days and the position remains in existence. Otherwise, the member shall be returned to an equivalent position with no loss of pay, compensation, and other benefits.
2. The taking of a leave under this section shall not result in the loss of any employment benefit accrued prior to the date the leave commenced, nor shall it diminish any other leave rights to which a member may be eligible.

D. Insurance Continuation

The Board shall continue to pay the Board contribution necessary to continue all medical, dental, and life insurance plans for the member while he/she is on leave under this section.

- E. For the purpose of family leave benefits, a year shall be defined as the twelve (12) month period starting with the first day of a leave period taken under the Act.

310 Athletic Leave

- A. Only the Head Coach will be granted one (1) day to attend the State Tournament within his/her own sport with costs being paid by the individual.
- B. Coaches will be granted one (1) day to attend a clinic/workshop in his/her assigned sport. Clinic costs will be paid by the Athletic Department.
- C. The coach of a team that is participating in an athletic competition during a scheduled school day will be granted that specific day(s) to supervise the team.
- D. A coach may be granted one (1) day to:
  - 1. Prepare for an invitational contest if he/she is the invitational manager; or,
  - 2. Prepare for a regional or state tournament (playoff) contest.Approval to be granted by the Superintendent, and any fees, other than substitute costs, to be paid by the Athletic Department.
- E. Athletic leave limitations: If the coaching assignment(s) for the school year includes "head coach," then member will be entitled to three (3) days per school year maximum of athletic leave. Otherwise, he/she will be entitled to a maximum of two (2) days per school year.
- F. Substitute teacher costs will be paid by the General Fund.
- G. An Athletic Leave Request is to be entered into KIOSK and first approved by the Athletic Director ten (10) days prior to the leave date, unless unforeseen circumstances would not permit. Second approval from building principal.

311 Supplemental Leave

The Superintendent may grant leave for a teacher who has a supplemental contract (non-athletic) in order to supervise students who are participating in that activity or trip.



## ARTICLE IV MEMBER OBSERVATION/EVALUATION

### 400 Purpose

- A. To assess a member's work performance.
- B. To help the member to achieve greater effectiveness in performance of the work assignment.
- C. To constitute the basis for personnel decisions including promotions, reassignments, continuing contract status, limited contract renewal, or contract non-renewal or termination.
- D. To base evaluation on the Ohio Standards for Educators.

### 401 Procedures of Evaluation for Non OTES Teachers

Observation/evaluation for bargaining unit members who teach less than 50% of their time providing instruction to students shall be conducted in accordance with the provisions of this section of the Contract.

#### A. Evaluator

Evaluation of a member shall be conducted by the member's immediate supervisor or other individuals who are not bargaining unit members and who are qualified to evaluate the performance of said member in accordance with the Ohio Revised Code Section 3319.111. In the event a member performs work under the supervision of more than one supervisor, one supervisor from the member's area(s) of assignment shall be designated as the evaluating supervisor.

#### B. Orientation

Member(s) employed in their first year in the Crestview Local School District and member(s) who are in the last year of his/her current contract shall attend a meeting called by the building principal. Said meeting shall be held prior to October 1 and shall be for the purpose of reviewing the evaluation process. A member reassigned to a different building and principal after the beginning of the school year shall receive such orientation from the new principal within fourteen (14) days of beginning work in the new assignment. Members who are assigned to work in more than one (1) building and under more than one (1) principal shall be assigned to attend only one (1) meeting which would normally be with the principal/evaluator.

Not later than October 15 of each year that evaluation is to occur, or in the case of a new member or reassigned member within fourteen (14) calendar days of the first day worked, each member shall be notified in writing by the Superintendent of the name and

position of the primary evaluator. The building principal and/or Superintendent may also conduct formal evaluation(s). In the event that the primary evaluator is placed on leave or resigns his/her position a replacement evaluator shall be appointed by the Superintendent before any subsequent observation or evaluation occurs.

- C. The formal program of member evaluation will be accomplished through classroom observation followed by a written evaluation on the selected forms, copies of which are found in Appendix F. During the 2009-10 school year, a committee comprised of members of the Association and administrators will be formed to evaluate and add to the rubric currently in Appendix F.

D. Schedule for Evaluations

The following schedule shall be followed with respect to the frequency of evaluation.

1. Newly-hired members to the Crestview Local Schools, - a minimum two (2) evaluations per year for the first two (2) years;
2. Limited contract members with more than two (2) years, but less than five (5) years in the bargaining unit - a minimum two (2) evaluations per school year;
3. Multi-year limited contract members with more than five (5) years in the bargaining unit - a minimum two (2) evaluations during the school year which contract renewal will be considered;
4. Continuing contract members and multi-year limited contract members whose contracts do not expire during the school year - a minimum one (1) evaluation every third school year;
5. If, after the initial evaluation, the administrator determines the bargaining unit member's performance to be satisfactory, the administrator may opt not to continue the evaluation process.
6. Should the immediate supervisor choose not to evaluate, the performance of the affected individual shall be considered to be at least satisfactory.

E. Criteria for Evaluation

A member shall be evaluated on criteria set forth in the Evaluation Instrument, Appendix F of this Contract.

No member shall be evaluated on his or her work performance except after fair and reasonable observation of the work performance of the member.

All monitoring or observation of the work performance of a member should, where possible, be conducted openly and with full knowledge of the member.

#### 402 Observations

##### A. Schedule of Observations

A minimum of one (1) observation shall be conducted to support each performance evaluation unless the evaluator deems unnecessary as indicated in 401, D. 5. A formal observation shall last a minimum of thirty (30) minutes. If deficiencies are identified, there shall be at least seven (7) calendar days [four (4) of these days must be school days] between the post-observation conference and the next formal observations. If after any second formal observation of any evaluation a member's performance is found to be deficient to the extent that adverse personnel action may result, identified deficiency(ies) will be addressed in subsequent evaluation procedure.

##### B. Observation Conferences

The first formal observation shall be preceded by a conference between the evaluator and the member in order for the member to explain plans and objectives for the work situations to be observed. Thereafter, the evaluator will announce his/her intent to observe but is not required to specify the precise day or time. A post-observation conference shall be held after each formal observation.

#### 403 Identification of Deficiencies

##### A. Deficiencies Identified Through Formal Observations

Observations resulting in identification of performance deficiencies shall be followed within five (5) days by a conference between the evaluator and the member in order for questions arising from the observation to be discussed. All of the evaluator's observations shall be compiled in writing. A copy of the written observation report shall be given to the member at the post-observation conference. The second and subsequent observation(s) of each evaluation where deficiencies that may lead to adverse personnel action have been identified will be conducted in the same or similar class as where the deficiency(ies) were initially observed.

The evaluator and/or immediate supervisor involved in the particular area of the member's work shall assist the member in attempting to correct the deficiencies.

The evaluator shall submit a written plan for correcting the deficiencies which shall include ways in which the evaluator/supervisor shall assist the member to correct the deficiencies. The plan shall include a reasonable time between observations to allow time for improvement in the areas of performance deficiency. (See Form B in Appendix F.) It is the responsibility of the supervisor to define the deficiencies and to provide a specific plan. It is the responsibility of the member to implement said plan.

B. Other Deficiencies

Other deficiencies regarding the member's failure to adhere to reasonable work rules or other documented deficiencies not noted during the formal observations must be put in writing and provided to the member within five (5) days after the administrator becomes aware of the deficient performance but not later than the date of the member's receipt of the next evaluation report. The evaluator/immediate supervisor shall include said deficiencies in any plan for correction of deficiencies and shall include a reasonable time period for correction.

404 Finalization of Evaluation

A. Written Evaluations

1. First Evaluation

- (a) The first evaluation for all members with less than four (4) years in the bargaining unit and those members during the school year in which contract renewal will be considered shall be completed no later than January 15.
- (b) The first evaluation for all members with more than four (4) years in the bargaining unit or those members in years in which contract renewal will not be considered shall be completed no later than May 1.

2. Second Evaluation

- (a) The second evaluation for all members where adverse personnel action is contemplated shall be completed no later than March 1.
- (b) The second evaluation for all members where no adverse personnel action is contemplated shall be completed no later than May 1.

3. Adverse Personnel Action Evaluation

At least one (1) evaluation in addition to the number described above shall be completed by the designated evaluator of any member for whom non-reemployment of a regular teaching contract is considered. This additional evaluation must be completed no later than April 5. At least one (1) evaluation shall be made no earlier than February 16 and no later than April 5.

4. Member Initiated Evaluation

An evaluation, initiated by the request of the member and conducted by an administrator selected by the member who is not the designated evaluator, shall be completed prior to any adverse personnel action being taken. The request for a member initiated evaluation must be submitted in writing to the Superintendent no

later than February 15. This evaluation may be in progress at the same time as the second or third evaluation stated above.

Prior to the finalization of any formal evaluation report, both a copy of the written evaluation report shall be given to the member and a conference shall be held between the member and the evaluator. The conference for each evaluation shall occur within ten (10) days after the last applicable observation.

B. Completion of Evaluation Process

The performance evaluation of a member shall be based upon the observations of the member's performance and other deficiencies as identified through Article 403 Section B (stated previously). The evaluation shall acknowledge the performance strengths (if any) of the member as well as performance deficiencies (if any). The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator and member to verify notification that the evaluation will be placed on file. The member's signature should not be construed as evidence that the member agrees with the contents of the evaluation report.

C. Response to Evaluation

If the member deems the formal written evaluation report to be incomplete and/or inaccurate, the member, within five (5) days of the completion of the evaluation report, will put objections in writing and have them attached to the evaluation report to be placed in the member's personnel file. A copy signed by both the member and evaluator shall be retained by the member. The evaluator's signature should not be construed as evidence that the evaluator agrees with the contents of the member's written objections.

D. Personnel Action Requirements

If the evaluator decides to recommend contract non-renewal, contract termination, denial of continuing contract, or any other adverse personnel action, the member shall be given the reasons in writing at least seven (7) days prior to any official Board action.

A member shall be entitled to Association representation at any conference held during this procedure where the member will be advised of an impending adverse personnel action.

405 Joint Evaluation Committee

The Association and the Board agree to follow ORC 3319.111, 3319.112, and 3319.114 in addition to establishing a joint evaluation committee for the purpose of assessing and making recommendations concerning the evaluation policy, procedures, and the instrument used for the evaluation of unit members. This committee will also be charged with assessing and making recommendations concerning the many aspects of the student growth measures (SGMs) and providing and/or recommending professional development on SGMs for the unit

members. The committee shall be comprised of four (4) Association members appointed by the Association President (or Co-Presidents) and four (4) members appointed by the Board or its designee. Committee members shall serve staggered terms of three (3) years. The committee shall be chaired jointly by an Association committee member and a committee member appointed by the administration. All decisions of the committee shall be achieved by consensus (meaning a majority of members are in agreement and the other members agree to be bound by the majority's decision). Members of the committee may receive release time for committee work and for training; provided that, such release time is pre-approved by the Superintendent or designee. All training shall follow the practice development procedures. Members of the committee shall receive compensation for work performed outside of the contractual work day; provided that, any such work is pre-approved by the Superintendent or designee. The committee may utilize a consultant(s) as it deems necessary; provided that, any cost associated with the use of a consultant must be pre-approved by the Superintendent or designee. The parameters for the use of student growth measures shall be consistent with law. Any changes in the weighted percentages regarding the use of various student growth measures will not be undertaken by the Board without input from the committee. To the extent any changes recommended by the committee are subjects about which the parties are required to bargain, such changes must be ratified by the membership and the Board.

#### Evaluation Committee

A standing Evaluation Committee will meet annually in May and August to make recommendations regarding the evaluation process based on information reported to the Committee by teachers and evaluators. The Evaluation Committee will be comprised of four (4) members appointed by the Superintendent and four (4) members appointed by the Association President. The committee shall be advisory only. Other than mandatory changes required by law, any recommended changes by the committee to the evaluation procedure shall be by mutual agreement of the parties and subject to ratification by the Association and Board. Compensation for committee members shall be paid under the same parameters as Section 901 (LPDC).

#### 406 Provision Supersedes ORC Sections

This provision shall supersede sections of the Ohio Revised Code that address the requirements of teacher evaluation, i.e., Section 3319.111.

#### 407 Evaluation for OTES Teachers

##### A. Definition of "Teacher"

This evaluation procedure applies to District employees who meet one (1) of the following categories:

1. A teacher working under a license issued under the Ohio Revised Code (ORC) Sections 3319.22, 3319.26, 3319.222 or 3319.226 who spends at least 50% of his/her time providing content-related student instruction; or

2. A teacher working under a permanent certificate issued under ORC 3319.222 as existed prior to September 2003 who spends at least 50% of his/her time providing content-related student instruction; or
3. A teacher working under a permanent certificate issued under ORC 3319.222 as it existed prior to September 2006 who spends at least 50% of his/her time providing content-related student instruction; or
4. A teacher working under a permit issued under ORC 3319.301 who spends at least 50% of his/her time providing content-related student instruction.

B. Orientation

Members(s) employed in their first year in the Crestview Local School District, and those currently on probationary limited contracts, shall undergo an orientation that will include information on the OTES evaluation system. Orientation for new employees will occur prior to the start of the academic year.

Member(s) who are in the last year of his/her current contract (final probationary limited or multi-year) shall attend a meeting called by the building principal. Said meeting shall be held prior to October 1<sup>st</sup> and will be for the sole purpose of outlining the evaluation process. A member reassigned to a different building and principal after the beginning of the school year shall receive such orientation for the new principal within fourteen (14) days of beginning work in the new assignment. Members who are assigned to work in more than one (1) building and under more than one (1) principal shall be assigned to attend only one (1) meeting which would normally be with the principal/evaluator.

No later than October 1<sup>st</sup> of each year that evaluation is to occur, or in the case of a new member or reassigned member within fourteen (14) calendar days of the first day worked, each member shall be notified in writing by the Superintendent, or his designee, of the name and position of the primary evaluator. In the event that the primary evaluator is placed on leave or resigns his/her position, a replacement evaluator shall be appointed by the Superintendent before any subsequent observation or evaluation occurs.

C. Assigning an Effectiveness Rating

Each evaluation will result in an effectiveness rating of “Accomplished”, “Skilled,” “Developing,” or “Ineffective.” An effectiveness rating is based on the following two (2) categories: 1) Teacher Performance; and 2) Student Growth Measures. Fifty percent (50%) of the evaluation will be attributed to the teacher performance rubric and fifty-percent (50%) will be attributed to measures of student growth [Value-Added data from state tests, Vendor Assessments, Student Learning Objectives (SLOs)].

Teacher Performance and Student Growth Measures ratings shall be combined to reach the summative teacher effectiveness rating.

D. Calculating Teacher Performances

Teacher Performance is evaluated during the one (1) or two (2) cycles of formal observations and periodic classroom walkthroughs. Fifty-percent (50%) of the effectiveness rating will be attributed to Teacher Performance through a holistic process based upon the following *Ohio Standards for the Teaching Profession* and training for credentialed evaluations:

1. Understanding Student Learning and Development and Respecting the Diversity of the Students they Teach;
2. Understanding the Content Area for which they have Instructional Responsibility;
3. Understanding and Using Varied Assessment to Inform Instruction, Evaluate and Ensure Student Learning;
4. Planning and Delivering Effective Instruction that Advances Individual Student Learning;
5. Creating Learning Environments that Promote High Levels of Learning and Student Achievement;
6. Collaborating and Communicating with Students, Parents, Other Educators, District Administrators and the Community to Support Student Learning; and
7. Assuming Responsibility for Professional Growth, Performance and Involvement.

The Superintendent/designee shall select or develop, in consultation with teachers, evaluation tools to be used in calculating the Teacher Performance fifty-percent (50%), which must be aligned to the *Ohio Standards for the Teaching Profession* and the Ohio Teacher Evaluation System Performance Rubric.

The selected evaluation tools to be used as a basis of performance are as follows:

1. Professional Growth Plan (To be completed no later than the final week of September in the evaluation cycle year).
2. Pre-Observation/Lesson Plan Form as established through OTES in eTPES (To be completed before each observation). Consent to be filmed will be requested by teacher at time of pre-observation meeting if the teacher so chooses. The



teacher will be responsible for obtaining the appropriate classroom approval from the students' parents prior to the filming in their class.

3. Teacher Performance Rubric (To be completed at each post-conference, no rating to be given until final summation meeting).
4. Improvement Plan (TBD by observation with indications of improvement needed in ineffective and developing areas based on the performance evaluation rubric, TBD by Summative Rating).
5. OTES Informal Evaluation Tool [Walkthroughs: Two (2) minimum for the year. Feedback to the teacher from the informal evaluation (Walkthrough) will be provided before the conclusion of the following school day through the OTES online site].
6. Post Conference - Post Conference Evaluation Rubric
7. Final Summative Meeting/Rating (Will follow the state model to calculate a member's Summative Rating).

Electronic versions of OTES forms can be accessed on the ODE website, the Crestview Workroom, or printed copies located in Appendix M. Printed copies in Appendix M should be verified as up to date.

E. Calculating Student Growth Measures

For purposes of the Ohio Teacher Evaluation System (OTES), "student growth" means the change in student achievement for an individual student between two (2) or more points in time. This component of the evaluation includes some combination of the following: a) Teacher-level Value-Added Data; b) ODE-Approved Assessments; and/or c) Locally-determined Measures.

1. Teacher-level Valued-Added: "Valued-Added" refers to the value-added methodology provided by ODE. (Where value-added data for grades 4-12 via state-provided assessments is available, value-added data must be used in calculating student growth.)
2. ODE Approved List of Assessments: Assessments, if utilized by the District, must be included as one of the multiple measures of student growth. Assessments utilized must be included when calculating the fifty percent (50%) attributed to student growth measures. The Superintendent/designee, in consultation with teachers and subject to Board approval, will utilize the assessments on the approved list as he/she deems necessary and appropriate.
3. Locally-determined Measures: For courses of instruction in which neither teacher level value-added data nor ODE-approved assessments are available,

the Superintendent/designee, in consultation with teachers and subject to Board approval, shall establish a process in accordance with ODE guidance to create Student Learning Objectives (SLOs) to measure student growth in the courses in instruction.

Teachers serving Crestview Local Schools will also be evaluated on the following Student Growth Measure Criteria: SLO/LEA Measures – 50%

The following process is in place for the development and approval of Student Learning Objectives (SLO's):

1. The teacher will create a minimum of two (2) SLO's. One (1) of the two (2) must use NWEA data if it is available to that teacher. (Grades K-3) If the teacher teaches multiple subjects or content areas, the teacher must create their SLOs in the subjects/content areas that they instruct for the majority of their day. (examples: Teacher teaches both Science and Social Studies for equal time, the teacher will create one science SLO and one social studies SLO. If a teacher instructs in all content areas but the majority of their instructional day is in Math and ELA, the teacher will create SGMs that address both Math and ELA).
2. The evaluator will meet with the teacher and at least one (1) other teacher of that teacher's choice to discuss and approve the SLO's no later than October 1st of each year.
3. Final SLO data will be submitted for input into the OTES system no later than Monday of the 4<sup>th</sup> week of April.

In the calculation for student academic growth, a student who has forty-five (45) or more excused and/or unexcused absences for the school year will not be included.

Data from these multiple measures will be scored on five (5) levels in accordance with ODE guidance: 5) Most Effective, 4) Above Average, 3) Average, 2) Approaching Average, 1) Least Effective.

#### F. Evaluation Timeline

District administrators shall conduct an evaluation of each teacher subject to this policy annually. Each evaluation shall include: 1) One (1) or Two (2) cycles of formal observations of at least thirty (30) minutes each based on the teacher rating from the previous year and their upcoming contract status; and 2) Periodic classroom walkthroughs by the evaluator using the corresponding eTPES forms and reporting those walkthroughs in eTPES for teacher notification [two (2) minimum for the school year.] All teacher evaluations shall be completed by May 1st and each teacher subject to this policy shall be provided with a written copy of the evaluation results by May 10<sup>th</sup>.

The OTES Evaluation will follow the timeline and required number of evaluations [including those teachers identified as “Accomplished”, who will be evaluated once every three (3) 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, or teachers identified as “Skilled”, who will be evaluated once every two (2) years, so long as the teacher’s academic growth measure, for the most recent school year for which data is available, is average or higher] and shall conform to the requirements outlined in ORC 3319.111 (C) and in the OTES Framework. The first of two (2) observations must be completed no later than the 10<sup>th</sup> of December. Notice of pre-observation meetings must occur at least five (5) working days prior to the pre-observation. The formal observation must occur within five (5) working days after the pre-observation meeting. The post-observation conference will occur within ten (10) days following the formal observation. The second of two (2) observations will be completed by April 15<sup>th</sup>.

Teachers who are required to be evaluated twice during the school year will schedule with their evaluator by October 1<sup>st</sup> the date for their first observation. They will schedule their second date following the completion of their first formal observation cycle. Should the administrator determine that there are areas of concern that may require a third observation, the administrator will schedule a date for the second formal observation no later than March 1<sup>st</sup> to allow time for a third observation if necessary. Prior to the scheduling of the third observation, the member will be provided fifteen (15) school days to demonstrate improvement in the areas of concern identified in the first two (2) observations.

\*\*Every possible attempt will be made to complete scheduled observations barring unforeseeable events that would require the attention of the credentialed evaluator. In the event an observation is missed, the evaluator will not require the instructor to complete a new pre-observation form or pre-observation meeting. In this instance, an informal meeting to provide an overview of the lesson will be completed before the makeup of the formal observation is completed. All attempts will be made to complete the observation missed with the same class and period as the original observation\*\*

#### Timelines for Formal Observations

1. If only two (2) observations are required
  - a. 1<sup>st</sup> formal observation by December 10<sup>th</sup>
  - b. 2<sup>nd</sup> formal observation by April 15<sup>th</sup>
2. If only one (1) observation is required
  - a. Completed by April 15<sup>th</sup>

Teachers on leave for fifty percent (50%) or more of the school year or who have announced their retirement not later than the first day of December of the school year in which the evaluation is otherwise scheduled will not be evaluated for that school year. Members may request that an Association representative attend any meeting

during the evaluation process. Any member who is placed on an improvement plan shall be informed of this opportunity by their evaluator. If a member requests that Association representative attend an evaluation meeting, the evaluator shall schedule the meeting to accommodate the request.

For those teachers who are on limited or extended limited contracts pursuant to ORC 3319.11, one (1) full evaluation cycle consisting of at least two (2) formal observations must be conducted annually by the 15<sup>th</sup> of April. For teachers who are under consideration for non-renewal, each evaluation must include at least three (3) formal observations by the evaluator of at least thirty (30) minutes duration, one of which must be for an entire instructional period, as well as classroom “walkthroughs” pursuant to ORC 3319.111 (E) (1). Each teacher on a limited or extended limited contract shall be provided with a written copy of the evaluation results by the 10th day of May. The teacher may select a credentialed evaluator of their choice from the district for their third evaluation if they so desire.

#### G. Credentialed Evaluators

The Board will adopt a list of approved credentialed evaluators. Each teacher evaluation conducted under this policy shall be conducted by a person: 1) who is eligible to be an evaluator in accordance with ORC 3319.111(D); and 2) who holds a credential established by ODE for being an evaluator. Every evaluator must complete state-sponsored evaluation training and is required to pass an online credentialing assessment.

1. A person who is under contract with the Board pursuant to Section 3319.01 or 3319.02 of the Revised Code and holds a license designated for being a superintendent, assistant superintendent, or principal issued under Section 3319.22 of the Revised Code;
2. A person who is under contract with the Board pursuant to Section 3319.02 of the Revised Code and holds a license designated for being a vocational director, administrative specialist, or supervisor in any educational area issued under Section 3319.22 of the Revised Code.

It is the intend of the Board to use Crestview administrators as the primary and secondary evaluators. Should the need arise to seek expertise from an outside credentialed evaluator, the Board will adopt a list of approved credentialed evaluators.

#### H. Professional Growth and Improvement Plans

Teachers must develop professional growth or improvement plans based on the Evaluation Matrix.

1. Teachers who meet Above-Expected levels of student growth (Most Effective and Above Average) must develop a professional growth plan with their credentialed evaluator for the evaluation cycle from the Board-approved list. The professional growth plan shall be developed through the eTPES site using the OTES Model Professional Growth Plan.
2. Teachers who meet Expected levels of student growth (Average) must develop a professional growth plan with their credentialed evaluator for the evaluation cycle from the Board-approved list. The professional growth plan shall be developed through the eTPES site using the OTES Model Professional Growth Plan.
3. Teachers who meet Below-Expected levels of student growth (Approaching Average and Least Effective) and teachers who are required to develop an improvement plan due to contract status must comply with an improvement plan developed by the credentialed evaluator assigned by the Superintendent/designee for the evaluation cycle from the Board-approved list. The improvement plan shall be developed through the eTPES site using the OTES Model Improvement Plan.

I. Testing for Teachers in Core Subject Areas

Beginning with the 2015-16 school year, teachers who teach in a “core subject area” are required to register for and take all written examinations of content knowledge selected by ODE if the teacher has received an effectiveness rating of “Ineffective” on evaluations for two (2) of the three (3) most recent school years. “Core subject area” means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history, and geography.

J. Retention and Promotion Decisions

The Board adopts the following procedures to be used by district administrators in making retention and promotion decisions;

Seniority shall not be a basis for making retention decisions, except when making a decision between teachers who have comparable evaluations.

K. Removal of Poorly-Performing Teachers

The Board adopts the following procedures to be used by District administrators in removing poorly-performing teachers: See evaluation timeline for determination of a non-renewal.

1. Deficiencies Identified Through Formal Observations

Observations resulting in identification of performance deficiencies shall be followed within five (5) days by a conference between the evaluator and the member in order for questions arising from the observation to be discussed. All of the evaluator's observations shall be compiled in writing. A copy of the written observation report shall be given to the member at the post-observation conference. The second and subsequent observation(s) of each evaluation where deficiencies that may lead to adverse personnel action have been identified will be conducted in the same or similar class as where the deficiency(ies) were initially observed.

The evaluator and/or immediate supervisor involved in the particular area of the member's work shall assist the member in attempting to correct the deficiencies.

The evaluator shall submit a written plan for correcting the deficiencies which shall include ways in which the evaluator/supervisor shall assist the member to correct the deficiencies. The plan shall include a reasonable time between observations to allow time for improvement in the areas of performance deficiency (see OTES Model Improvement Plan). It is the responsibility of the supervisor to define the deficiencies and to provide a specific plan. It is the responsibility of the member to implement said plan.

2. Response to Evaluations

If the instructor deems the formal written evaluation report to be incomplete and/or inaccurate, the member, within five (5) days of the completion of the evaluation report, will put objections in writing and have them attached to the evaluation report to be placed in the member's personnel file. A copy signed by both the member and the evaluator shall be retained by the member. The evaluator's signature should not be construed as evidence that the evaluator agrees with the contents of the member's writing objections.

3. Other Deficiencies Regarding Professional Behavior and Expectations as an Educator as Identified in the Teacher Job Description

Other deficiencies regarding the member's failure to adhere to reasonable work rules or other documented deficiencies not noted during the formal observations must be put in writing and provided to the member within five (5) days after the administrator becomes aware of the deficient performance but not later than the date of the member's receipt of the next evaluation report. The evaluator/immediate supervisor shall include said deficiencies in any plan for correction of deficiencies and shall include a reasonable time period for correction.

4. Response to Documented Deficiencies Regarding Professional Behavior and Expectations as Identified in the Teacher Job Description

If the member deems the documented deficiency(ies) to be incomplete and/or inaccurate, the member, within five (5) days of the notification of the deficiency(ies), will put objections in writing and have them attached to the documentation to be placed in the member's personnel file. A copy signed by both the member and the administrator shall be retained by the member. The administrator's signature should not be construed as evidence that the administrator agrees with the contents of the member's written objections.

L. Reporting Final Summative Ratings

Electronic Teacher and Principal Evaluation System (eTPES)

1. The Superintendent shall choose Option 2, or similar which permits LEA opportunities for document upload, in eTPES for submitting teacher evaluation data to the ODE and/or third parties. Rebuttal for eTPES may be submitted through the appropriate avenue in OTES. Submission of a rebuttal needs to occur prior to "pinning" the document. Should the need for rebuttal occur after "pinning", the member should contact the building administrator or Superintendent to "unpin" the document.
2. Bargaining unit members are encouraged to utilize the "upload" tab for evidence documentation throughout the evaluation cycle. (Up to May 1<sup>st</sup>) Uploading of evidence may be used to support the observation standards in OTES in order to potentially improve their performance rating.

408 Evaluation for School Counselors

A. Purpose

The purpose of the Ohio School Counselor Evaluation System (OSCES) is to:

1. Serve as a tool to advance the professional learning and practice of school counselors individually and collectively in the District.
2. Establish goals and procedures for professional development.
3. Provide information for recommendations regarding contract status.
4. Assess a unit member's work performance.
5. Inform instruction.
6. Assist counselors and administrators in identifying and developing educational best practices in order to provide the greatest opportunity for the academic

achievement, social and emotional development, and career planning of students.

7. Guide District policy about the appropriate responsibilities of a school counselor.

B. Application

The school counselor evaluation procedure contained in this Agreement applies to all school counselors employed by the Board of Education.

C. Orientation

Members(s) employed in their first year in the Crestview Local School District, and those currently on probationary limited contracts, shall undergo an orientation that will include information on the OSCES evaluation system. Orientation for new employees will occur prior to the start of the academic year.

Member(s) who are in the last year of his/her current contract (final probationary limited or multi-year) shall attend a meeting called by the building principal. Said meeting shall be held prior to October 1<sup>st</sup> and will be for the sole purpose of outlining the evaluation process. A member reassigned to a different building and principal after the beginning of the school year shall receive such orientation for the new principal within fourteen (14) days of beginning work in the new assignment. Members who are assigned to work in more than one (1) building and under more than one (1) principal shall be assigned to attend only one (1) meeting which would normally be with the principal/evaluator.

No later than October 1st of each year that the evaluation is to occur, or in the case of a new member or reassigned member within fourteen (14) calendar days of the first day worked, each member shall be notified in writing by the Superintendent, or his designee, of the name and position of the primary evaluator. In the event that the primary evaluator is placed on leave or resigns his/her position a replacement evaluator shall be appointed by the Superintendent before any subsequent observation or evaluation occurs.

D. Assigning an Effectiveness Rating

School counselors are assigned an effectiveness rating of “Accomplished”, “Skilled”, “Developing” or “Ineffective”. Each school counselor is evaluated based on multiple factors including performance on all areas identified by the standards for school counselors and the ability to produce positive student outcomes using metrics in order to determine the holistic final summative rating of effectiveness according to ODE requirements. Student metrics are locally determined measures that assess a school counselor’s ability to produce positive student outcomes. For the purpose of the evaluation process, the student metric(s) used in the evaluation procedure will be



jointly determined by the counselor and the evaluator. Results from the local report card may be used to develop such metrics.

E. Calculating Counselor Performance

Counselor Performance is evaluated during the one (1) or two (2) cycles of formal observations and periodic walkthroughs. One hundred percent (100%) of the effectiveness rating will be attributed to Counselor Performance through a holistic process based upon the following *Ohio Standards for School Counselors* and training for credentialed evaluations:

1. Comprehensive School Counseling Plan;
2. Direct Services for Academic, Career, and Social/Emotional Development;
3. Indirect Services: Partnerships and Referrals;
4. Evaluation and Data;
5. Leadership and Advocacy;
6. Professional Responsibility, Knowledge and Growth; and
7. Metric(s) of Student Outcomes

The selected evaluation tools to be used as a basis of performance are as follows:

- (a) Professional Growth Plan (To be completed no later than the final week of September in the evaluation cycle year).
- (b) Pre-Observation/Lesson Plan Form as established through OTES in eTPES (To be completed before each observation). Consent to be filmed will be requested by counselor at time of pre-observation meeting if the counselor so chooses. The counselor will be responsible for obtaining the appropriate approval from the students' parents prior to the filming in their class.
- (c) Counselor Performance Rubric (To be completed at each post-conference, no rating to be given until final summation meeting).
- (d) Improvement Plan (TBD by observation with indications of improvement needed in "Ineffective" and "Developing" areas based on the performance evaluation rubric, TBD by Summative Rating).
- (e) OSCES Informal Evaluation Tool [Walkthroughs: Two (2) minimum for the year. Feedback to the counselor from the informal evaluation

(Walkthrough) will be provided before the conclusion of the following school day through the OSCES online site].

- (f) Post Conference - Post Conference Evaluation Rubric
- (g) Final Summation Meeting/Rating (Will follow state model to calculate the member's Summative Rating).

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

The District shall conduct all evaluations so as to observe the legal and constitutional rights of counselors and students.

Electronic versions of the OSCES forms can be accessed on the ODE website, the Crestview Workroom, or printed copies located in Appendix N. Printed copies in Appendix N should be verified as up to date.

F. Calculating Metric(s)

The school counselor and evaluator should collaboratively pre-determine metrics they will use for this portion of the evaluation rubric at the beginning of the evaluation cycle. It is recommended that the school counselor and evaluator select metrics that most clearly reflect the work of the school counselor being evaluated and clearly illustrate a link between the work and the student outcomes.

Process for Demonstrating a Positive Student Outcome:

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

Prior to the close of the evaluation cycle, school counselors and evaluators will revisit the pre-determined metrics. They will analyze the metrics and the evaluator will determine the performance of the school counselor using the indicators under the Metric(s) of Student Outcomes area of the evaluation rubric. Once evaluators determine the performance in the Metric(s) of Student Outcomes area, they will then holistically incorporate this area, along with the six (6) standard areas, to determine the end-of-year final summative rating of the school counselor.

#### G. Evaluation Timeline

District administrators shall conduct an evaluation of each counselor subject to this policy annually. Each evaluation shall include: 1) One (1) or Two (2) cycles of formal observations of at least thirty (30) minutes each based on the counselor rating from the previous year and their upcoming contract status; and 2) Periodic walkthroughs by the evaluator using the corresponding eTPES forms and reporting those walkthroughs in eTPES for counselor notification [Two (2) minimum for the school year]. All counselor evaluations shall be completed by May 1<sup>st</sup> and each counselor subject to this policy shall be provided with a written copy of the evaluation results by May 10<sup>th</sup>.

The OSCES Evaluation will follow the timeline and required number of evaluations as (including those counselors identified as “Accomplished” or “Skilled” the previous school year) outlined through eTPES and on the OSCES Framework. The first of two (2) observations must be completed no later than the 10<sup>th</sup> of December. Notice of pre-observation meetings must occur at least five (5) working days prior to the pre-observation. The formal observation must occur within five (5) working days after the pre-observation meeting. The post-observation conference will occur within ten (10) days following the formal observation. The second of two (2) observations will be completed by the 15<sup>th</sup> of April. Counselors, who are required to be evaluated twice during the school year, will schedule with their evaluator by October 1<sup>st</sup> the date for their first observation. They will schedule their second date following the completion of their first formal observation cycle. Should the administrator determine that there are areas of concern that may require a third observation, the administrator will schedule a date for the second formal observation no later than March 1<sup>st</sup> to allow time for a third observation if necessary. Prior to the scheduling of the third observation, the member will be provided fifteen (15) school days to demonstrate improvement in the areas of concern identified in the first two (2) observations.

For those counselors who are on limited or extended limited contracts pursuant to ORC 3319.11, one (1) full evaluation cycle consisting of at least two (2) formal observations must be conducted annually by the 15<sup>th</sup> of April. For counselors who are under consideration for non-renewal, each evaluation must include at least three (3) formal observations by the evaluator of at least thirty (30) minutes duration, as well as “walkthroughs” pursuant to ORC 3319.111 (E) (1). Each counselor on a limited or extended limited contract shall be provided with a written copy of the evaluation

results by the 10th day of May. The counselor may select a credentialed evaluator of their choice from the district for their third evaluation if they so desire.

\*\*Every possible attempt will be made to complete scheduled observations barring unforeseeable events that would require the attention of the credentialed evaluator. In the event an observation is missed, the evaluator will not require the counselor to complete a new pre-observation form or pre-observation meeting. In this instance, an informal meeting to provide an overview of the activity will be completed before the makeup of the formal observation is completed.

#### Timelines for Formal Observations

1. If only two (2) observations are required
  - a. 1<sup>st</sup> formal observation by December 10<sup>th</sup>
  - b. 2<sup>nd</sup> formal observation by April 15<sup>th</sup>
2. If only one (1) observation is required
  - a. Completed by April 15<sup>th</sup>

Counselors on leave for fifty percent (50%) or more of the school year or who have announced their retirement not later than the first day of December of the school year in which the evaluation is otherwise scheduled will not be evaluated for that school year. Members may request that an Association representative attend any meeting during the evaluation process. Any member who is placed on an improvement plan shall be informed of this opportunity by their evaluator. If a member requests that Association representative attend an evaluation meeting, the evaluator shall schedule the meeting to accommodate the request.

An informal observation is a walkthrough of non-confidential activities during unannounced times. Such observations shall be documented in eTPES within five (5) days of the walkthrough and will focus on one or more of the following components:

1. Comprehensive School Counseling Program Plan
2. Direct Services for Academic, Career and Social/Emotional Development
3. Indirect Services: Partnerships and Referrals
4. Evaluation and Data
5. Leadership and Advocacy Professional Responsibility, Knowledge and Growth

The walkthrough must be of sufficient duration to allow the evaluator to assess the focus of the walkthrough.

The final summative rating is based on a holistic review of all seven (7) dimensions of the Ohio School Counselor Evaluation System. The evaluation shall acknowledge

the performance strengths and performance deficiencies, if any, of the counselor evaluated.

#### H. Credentialed Evaluators

The Board will adopt a list of approved credentialed evaluators. Each counselor evaluation conducted under this policy shall be conducted by individuals who: 1) Are eligible to be an evaluator in accordance with the Ohio Department of Education guidelines; 2) Have completed evaluation training; 3) Hold a credential established by the Ohio Department of Education for being an evaluator; and 4) Be credentialed during the entire evaluation cycle of the counselor(s) they are evaluating.

1. A person who is under contract with the board pursuant to Section 3319.01 or 3319.02 of the Revised Code and holds a license designated for being a superintendent, assistant superintendent, or principal issued under Section 3319.22 of the Revised Code;
2. A person who is under contract with the board pursuant to Section 3319.02 of the Revised Code and holds a license designated for being a vocational director, administrative specialist, or supervisor in any educational area issued under Section 3319.22 of the Revised Code.

It is the intent of the Board to use Crestview administrators as the primary and secondary evaluators. Should the need arise to seek expertise from an outside credentialed evaluator, the Board will adopt a list of approved credentialed evaluators. A counselor whose work schedule involves travel between buildings will be evaluated by an evaluator from the counselor's primary assigned building.

#### I. Professional Growth and Improvement Plans

Counselors must develop professional growth or improvement plans based on the OSCES Evaluation Matrix and Metric(s).

1. School counselors with final summative ratings of "Accomplished" must develop professional growth plans, for the next evaluation cycle.
2. School counselors with final summative ratings of "Skilled" must develop professional growth plans collaboratively with their evaluators, for the next evaluation cycle.
3. School counselors with final summative ratings of "Developing" must develop professional growth plans with their evaluators. The Superintendent/designee approves the professional growth plan.

4. School counselors with final summative ratings of “Ineffective” must develop improvement plans with their evaluators. The Superintendent/designee approves the improvement plans.
5. Professional Growth and Improvement Plans shall describe the specific performance expectations, resources and assistance to be provided.
6. Professional growth plans for a school year shall be developed not later than final week of September of each school year and shall be one (1) academic year in duration.
7. Improvement plans for the next school year shall be developed not later than June 1 of each school year and shall be one (1) academic year in duration.
8. The professional improvement plan shall include:
  - (a) Specific measurable performance expectations, resources and assistance to be provided; and,
  - (b) A reasonable, desired level of performance that is expected and a reasonable time period to correct deficiencies; and,
  - (c) Professional Development opportunities that will be provided at no expense to the counselor.

The District has discretion to place a school counselor on an improvement plan based on a rating of “Ineffective” or “Developing” in any individual standard of the evaluation system.

J. Retention and Promotion Decisions

The Board adopts the following procedures to be used by district administrators in making retention and promotion decisions;

Seniority shall not be a basis for making retention decisions, except when making a decision between counselors who have comparable evaluations.

K. Removal of Poorly-Performing Counselors

The Board adopts the following procedures to be used by district administrators in removing poorly-performing counselors: See evaluation timeline for determination of a non-renewal.

1. Deficiencies Identified Through Formal Observations

Observations resulting in identification of performance deficiencies shall be followed within five (5) days by a conference between the evaluator and the member in order for questions arising from the observation to be discussed. All of the evaluator's observations shall be compiled in writing. A copy of the written observation report shall be given to the member at the post-observation conference. The second and subsequent observation(s) of each evaluation where deficiencies that may lead to adverse personnel action have been identified will be conducted in the same or similar class as where the deficiency(ies) were initially observed.

The evaluator and/or immediate supervisor involved in the particular area of the member's work shall assist the member in attempting to correct the deficiencies.

The evaluator shall submit a written plan for correcting the deficiencies which shall include ways in which the evaluator/supervisor shall assist the member to correct the deficiencies. The plan shall include a reasonable time between observations to allow time for improvement in the areas of performance deficiency. (See OSCES Model Improvement Plan) It is the responsibility of the supervisor to define the deficiencies and to provide a specific plan. It is the responsibility of the member to implement said plan.

2. Response to Evaluations

If the counselor deems the formal written evaluation report to be incomplete and/or inaccurate, the member, within five (5) days of the completion of the evaluation report, will put objections in writing and have them attached to the evaluation report to be placed in the member's personnel file. A copy signed by both the member and the evaluator shall be retained by the member. The evaluator's signature should not be construed as evidence that the evaluator agrees with the contents of the member's writing objections.

3. Other Deficiencies regarding professional behavior and expectations as an educator as identified in the counselor job description

Other deficiencies regarding the member's failure to adhere to reasonable work rules or other documented deficiencies not noted during the formal observations must be put in writing and provided to the member within five (5) days after the administrator becomes aware of the deficient performance but not later than the date of the member's receipt of the next evaluation report. The evaluator/immediate supervisor shall include said deficiencies in any plan for correction of deficiencies and shall include a reasonable time period for correction.

4. Response to documented deficiencies regarding professional behavior and expectations as identified in the counselor job description

If the member deems the documented deficiency(ies) to be incomplete and/or inaccurate, the member, within five (5) days of the notification of the deficiency(ies), will put objections in writing and have them attached to the documentation to be placed in the member's personnel file. A copy signed by both the member and the administrator shall be retained by the member. The administrator's signature should not be construed as evidence that the administrator agrees with the contents of the member's written objections.

L. Reporting Final Summative Ratings

Electronic Teacher and Principal Evaluation System (eTPES)

1. The Superintendent shall choose Option 2, or similar which permits LEA opportunities for document upload, in eTPES for submitting counselor evaluation data to the ODE and/or third parties. Rebuttal for eTPES may be submitted through the appropriate avenue in OTES. Submission of a rebuttal needs to occur prior to "pinning" the document. Should the need for rebuttal occur after "pinning", the member should contact the building administrator or Superintendent to "unpin" the document.
2. Bargaining unit members are encouraged to utilize the "upload" tab for evidence documentation throughout the evaluation cycle. (Up to May 1<sup>st</sup>) Uploading of evidence may be used to support the observation standards in OTES in order to potentially improve their performance rating.
3. The school counselor final summative rating is determined by using the Ohio School Counselor Evaluation Rubric, which includes six (6) standard areas and the Metric(s) of Student Outcomes area. Using the evaluation rubric, the evaluator will determine the holistic final summative rating for the school counselor: "Ineffective", "Developing", "Skilled" or "Accomplished". The Ohio School Counselor Evaluation System does not include a weighting factor for the seven (7) areas found on the evaluation rubric because all seven (7) areas are critical to determine school counselor performance. The key point is that evaluators should not consider one (1) area in isolation but should analyze each in relation to all other areas of performance.



## ARTICLE V      TEACHING CONDITIONS

### 500    Member Workday

The length of the member workday shall be seven (7) hours and thirty (30) minutes.

### 501    Preparation Time

Members shall have time for preparation, conferences, or planning in accordance with requirements of this section. On days of delayed start, planning time is reduced from the weekly total.

#### A.    Teachers in Grades K – 3:

Such member(s) shall have two hundred fifty (250) minutes per week during the regular student school day for preparation, conference, and planning time that shall be made up of time segments of not less than twenty-five (25) minutes. Members shall have at least one (1) such time segment per day.

#### B.    Teachers in Grades 4 – 12:

Such member(s) shall have least one (1) preparation/planning/conferencing period per day during the regular student school day. A period must be no less than forty-two (42) minutes and no more than fifty (50) minutes.

C.    It is understood that members will not have student supervision responsibilities or other assigned responsibilities during the time periods that are specified as preparation/planning/conference time.

D.    Specialists (music, art, physical education) shall have preparation time in accordance with the requirements that govern the level where a majority of his/her time has been assigned.

E.    On the day of open house each school year, the teachers will have not less than 3.5 hours to independently prepare for the school year.

F.    Exceptional Needs Teachers (Special Education and Gifted) will have one (1) day at school per school year to write Individualized Educational Plans.

### 502    Class Size/Work Load

A.    Class size/work load shall be in accordance with the following requirements:

1.    Instructional classes in grades K-3 shall not exceed twenty-seven (27) instructional students including mainstreamed students on a per subject taught basis. Extra duty

assignments for all members shall be limited to one (1) assignment per day of no more than fifteen (15) consecutive minutes. The above stated number of students may be exceeded but must be in accordance with part B below.

2. Members teaching instructional classes in grades 4-12 shall not be assigned more than twenty-seven (27) instructional students per class period including mainstreamed students. Such class size/work load shall be equitably distributed within each subject/grade level area. The aforestated number may be exceeded but must be in accordance with part B below. Extra duty for all members would be limited to one (1) duty assignment of no more than fifteen (15) consecutive minutes per day. Members shall not have more than three (3) instructional preparations per day, except that members who have under one hundred thirty (130) students per day may have four (4) instructional preparations per day.
  3. Members who perform the instruction of physical education, music, and art, and the responsibility(ies) of guidance, library, nurse, and study hall supervision shall not be subject to the requirements stated in part 2 above; however, the number of students shall not exceed the number of work stations that are available, and in the case of study halls, shall not exceed fifty (50) students per teacher/aide.
  4. Inclusion/mainstreaming of handicapped student(s). The maximum class size numbers stated above shall not be exceeded as a result of such inclusion/mainstreaming program, unless assistance is provided.
  5. All CTA members may be assigned duties at the discretion of the principal. Intervention Specialists, who are exclusively in a self-contained classroom, shall not be assigned morning duties. The building principal will equally distribute duties on a time basis to the best of his/her ability.
- B. Should it become necessary to exceed the requirements as specified in part A above the following provisions shall be followed:

A member who agrees to an assignment of students that exceeds the appropriate required number (either per class or instructional time period) shall receive a stipend of thirty-six thousandths (.036) of his/her gross salary for each assigned instructional student over and above the appropriate specified number per class/instructional time period and/or school day. Such overage(s) will be computed as follows:

1. Grades K-3

- (a) When overage is for the full instructional day, payment will be computed by multiplying .036 times the member's gross salary for the period of time involved times the overage.
- (b) When the overage occurs for less than the full instructional day, payment will be computed by multiplying .036 times the member's gross salary for

the period of time involved times the fractional part of the instructional day  
 $\frac{\text{overage time period}}{\text{total instructional time period}}$  times the coverage.

2. Grades 4-12

- (a) When overage is for the full instructional day, payment will be computed by multiplying .036 times the member's gross salary for the period of time involved times the overage.
- (b) When the overage occurs for less than the full instructional day, payment will be computed by multiplying .036 times the member's gross salary for the period of time involved times the fractional part of the instructional day that is involved times the overage. Fractional part of instructional day means:

$$\frac{\text{overage time period (class periods) for 4-12}}{6}$$

A stipend will be paid only for the period of time that an overage exists. Teachers can monitor enrollment date and withdrawal date through Progress Book. The date a student withdrawals will be indicated with a red "W" by the student's name. Such stipend shall be paid on the second payday in June after the end of the school year. Computation for determination of the amount of said stipend shall be applied uniformly to all affected members in accordance with this provision.

3. Additional Conditions for Grades K-6

Student class assignments will be the responsibility of the building administrator with the following conditions:

- (a) The building administrator will make best effort to insure all class assignments are reasonable and equitable for all teachers and students.
- (b) The number of students with IEPs in a classroom will be limited to six (6), and special needs students may be placed in more than one (1) regular classroom at the appropriate grade level to insure equitable distribution.
- (c) At the beginning of the school year, initial class assignments in inclusionary classrooms shall contain two (2) less students than non-inclusionary classrooms at the same grade level.

- C. The parties understand that the provisions of Ohio law and the minimum standards as set forth by the Ohio Department of Education are not superseded by the specifications of this section.

503 Professional Work Center

At least one (1) professional work center shall be established in each instructional building unit. Such work center shall be located in an accessible area to members in each building unit and shall be of such size as to accommodate the needs of members. Each work center shall have at least a telephone, copier and one large work table with an ample supply of materials that are necessary to utilize the equipment provided. All equipment shall be kept in good working condition. In addition to the above mentioned work items, each work center may be equipped with a refrigerator, microwave, shelving, bulletin board (minimum 3' x 6'), and soft furnishings for the comfort of the members.

504 Teacher Substitution

Members may be asked by the administration only to assume the responsibility(ies) for an absent member's class during his/her regularly scheduled planning/preparation period. The member shall have the right to reject such request. Compensation to the teacher covering that class period shall be eighteen dollars (\$18.00) per class period covered. If after the request has been declined from all staff in attendance, the administration may assign staff substitution even to someone who previous declined on a rotational basis.

505 Parent Complaint Procedure

- A. All parent complaints against members should be resolved by personal conferences at the school level. Such conferences should involve those directly concerned with the problem which shall include the member.
- B. Attempts to resolve parent complaints shall begin at the lowest level as soon as possible; complaints should follow a process of member to principal to Superintendent and to the Board. Complaints received at higher levels shall be routed to the lowest level for resolution. See current Board policy for specific procedures.
- C. The primary focus of all administrators and members in this regard will be on the prompt and equitable resolution of problems.
- D. Parental complaints shall not be used in the required evaluation process unless the subject(s) of the parent complaint is verified by and in accordance with the evaluation procedure.

506 Employment Practices

- A. The Crestview School District affirms its practice of being an equal opportunity employer and shall not discriminate against any applicant or member in terms of wages, hours, or terms and conditions of employment on the basis of race, ancestry, religion, color, national origin, age, sex, marital status, political affiliation, and/or Association activity.

- B. The patterns, practices, and procedures as set forth in this Contract shall be applied uniformly to all members except as may be otherwise required by statute or elsewhere in this Agreement.
- C. Regular teaching assignments will only be made in areas for which the member is or agrees to become properly certified.
- D. The Board shall require that a copy of Board policies and administrative rules and regulations be available: One (1) copy will be available in the office of the Superintendent and an electronic copy made available on the district Web site and will be kept up-to-date. Members are encouraged to review in order to familiarize themselves with such policies and regulations. The Superintendent or his/her designee will inform job applicants of the availability of these documents.

507 Academic Freedom

Each member has the right to perform his/her professional responsibilities in the classroom in a way he/she believes will best encourage a broad and complete understanding by students of educational subject matter. Such right shall be exercised within the bounds of professional responsibility and the Board adopted educational philosophy and curricula.

508 Member Lunch and Lunch/Cafeteria Time Supervision

Members who teach in grades K-3 shall not be required to perform supervisory responsibilities during the noon time recess/playground time period. Members K-8 may have cafeteria supervision responsibilities. No more than one (1) member will be assigned at a time and assignments will be made on a rotating basis and in accordance with Section C above.

Members shall have a thirty (30) minute duty-free lunch period.

509 Purchase of Prior STRS Service Credit through Payroll Deduction

Employees of the Crestview Local Schools who are members of the State Teachers Retirement System may purchase authorized service credit through payroll deduction in accordance with the rules and regulations established by the State Teachers Retirement System. The responsibility for determining the amount of service credit available for purchase and establishment of the amount to be withheld shall be the responsibility of the employee as long as it meets the rules and regulations established by the State Teachers Retirement System.

510 Teaching Conditions

Staff Meetings – Principals may schedule one (1) building meeting per month, up to thirty (30) minutes in length, predetermined one month in advance, which may result in an extension of the workday as described in Section 500.

511 College Course Offerings/College Credit Plus (CCP)

- A. Curriculum that the administration agrees requires creation or modification for College Course Offerings/College Credit Plus (CCP) classes will be compensated at eighteen (\$18.00) dollars per hour up to twenty (20) hours to modify curriculum or up to forty (40) hours to create curriculum, in coordination with the building administrator.
- B. When staff members must pursue additional coursework to be eligible to teach a College Course Offerings/College Credit Plus (CCP) class, the staff member shall be eligible for tuition reimbursement as stated in Article 812.

512 School Year Days to Hours and Calamity

The annual school year calendar shall contain one hundred eighty-four (184) teacher workdays. The starting and ending dates for the teachers' work year shall be determined by the Board. The scheduled work day will include seven and one-half hours of duty. Teachers will be paid for the number of days worked including days used from accumulated leaves.

The Board of Education shall annually adopt a school calendar which will include a schedule of potential make-up days, if required due to an excess in emergency closing(s).

School Calendar Input:

Teachers will be given opportunity to provide input on the calendar through a representative committee to be appointed by the Superintendent which shall include the Association's building representatives. Recommendations of the committee will be submitted in writing to the Superintendent. The final adoption of the school calendar is the responsibility of the Board.

## ARTICLE VI      CONTRACTS

### 600    Assignments

Assignments (building, grade, level, subject, etc.) for the succeeding school year shall be provided in writing to each member involved in a transfer, no later than August 1 of each year. Such notification shall be provided by the principal or Superintendent.

### 601    Transfer

If the Superintendent and/or principal directs a transfer in building, subject, or grade level, notification thereof shall be given to the involved member(s) by August 1 preceding the effective date of said involuntary transfer. Said notification shall include a meeting of the involved member and the Superintendent or his/her designee to explain the circumstances of the transfer. No member shall be involuntarily transferred without cause. Cause may include, but is not limited to, teaching deficiency as identified through the evaluation procedure as an ongoing deficiency and where such transfer is anticipated to correct said deficiency. When involuntary transfers are necessary due to a staffing need, a member's area(s) of certification and his/her teaching experience will be used in determining if a member is to be transferred. Members being transferred will be assigned only to a position for which they are certified.

### 602    Position Openings

#### A.    Posting of Position Openings

1.    All teaching openings for certified members, regardless of position, time of year, or whether the opening implies a promotion, shall be posted on at least one bulletin board in every building, except as noted in Section A (4) below.
2.    The Association President shall receive copies of all notices of openings at the time of posting or notification.
3.    All notices shall be dated.
4.    Effective July 1, 2015, all position openings shall be posted in the Board office, on the district's website, e-mailed to the member's school e-mail address. Posting will be for five (5) working days except between the last student day and the first teacher workday, job vacancy postings will be posted for a period of three (3) days. All Job Position Request Forms (Appendix L) will be reviewed for current staff interest and all interested staff will be contacted.

Association members will be required to complete the district's Job Position Request Form. Those showing interest in that posted vacancy via the form shall be notified by phone call along with the Association President.

5. No position will be filled prior to five (5) days from the date the notice was posted or postmarked. Applications must be submitted within this five (5) day period by members.
  6. Vacancies that occur during the school year may be filled with a substitute for the remainder of the school year. The job will be posted immediately with an effective date for the following school year.
- B. Such notices shall clearly set forth the minimum qualifications, a description of the duties to be performed, salary, and procedures for application. Where the posting(s) is/are to contain significant changes from prior postings for the same or similar position(s), such changes and the rationale for said changes shall be communicated to the Association President prior to the posting(s).
- C. Any member who holds the specific certification or who will have the specified certification prior to the effective date of the opening, may apply for an open position and shall be granted an interview.
- D. Current members who apply and are qualified shall have preference over new employee(s). "Preference" shall be defined as the guarantee to be fairly considered in the light of the qualifications for a given position weighed with those of all candidates. Where such qualifications are equal, the senior equally qualified internal candidate shall receive the appointment.
- E. Members who will retire at the end of the school year, or the last day of May, and who notify, in writing, to the Superintendent of their intent to retire by February 1 of that school year, shall receive a retirement notification incentive of \$1,000.00 added to their severance payment provided the notice occurs when the employee is first eligible to retire with full service credit.

### 603 Individual Member's Contract

Contracts for teaching in the Crestview Local Schools shall be of two (2) types.

A. Limited Regular Teaching Contracts (shall not apply to supplemental responsibilities)

Beginning with employees hired on or after the 2012-2013 school year, Limited Regular Teaching Contracts (shall not apply to supplemental responsibilities) shall be approved by the Board on the recommendation of the Superintendent as follows:

1. A one (1) year Probationary contract will be granted for the first four (4) years of employment. Teachers with less than four (4) years of experience with the Crestview Local School District may not have the just cause provision for non-renewal purposes. This applies to newly-hired teachers as of July 1, 2012.



2. Two (2) year contracts will be granted for the fifth/sixth and seventh/eighth years of employment in the Crestview District if the member is recommended for employment.
3. Three (3) year contracts will be granted after eight (8) years of continuous employment in the Crestview District if the member is recommended for employment. (See Appendix J-2 for Teacher's Contract - Limited.)

With regard to employees hired before the 2012-2013 school year school year, Limited Regular Teaching Contracts shall be approved by the Board on the recommendation of the Superintendent as follows:

1. A one (1) year Probationary contract will be granted for the first and second years of employment. Teachers with less than two (2) years of experience with Crestview Local School District may not have the just cause provision for non-renewal purposes. This applies to newly-hired teachers as of July 1, 2009. A one (1) year contract will be granted for the third year of employment which will include the just cause provision for non-renewal purposes (Reference Article 603 Section C and Article 607).
2. Two (2) year contracts will be granted for the fourth/fifth and sixth/seventh years of employment in the Crestview District if the member is recommended for employment.
3. Three (3) year contracts will be granted after seven (7) years of continuous employment in the Crestview District if the member is recommended for employment (See Appendix J-2 for Teacher's Contract – Limited).

B. Continuing (shall not apply to supplemental responsibilities)

Continuing contracts shall be awarded to those members who become eligible through certification and service requirements established by Ohio statute upon the recommendation of the Superintendent of Schools and approval by the Board. If in the midst of a limited contract a member becomes eligible for a continuing contract, said member must notify the Superintendent, in writing, prior to thirty (30) calendar days from the end of the school year and provide proper transcripts to verify such eligibility. Those members who notify the Superintendent after the previously stated deadline will be considered for continuing contract/evaluation at the beginning of the next school year. The Superintendent shall require the member's principal/immediate supervisor to conduct a formal evaluation of the member within thirty (30) calendar days.

Based upon this evaluation, the Superintendent's recommendation, and the Board's approval the limited contract shall be interrupted and the member be granted a continuing contract. (See Appendix J-1 for Teacher's Contract - Continuing.)

C. Non-Renewal of Limited Teaching Contracts

Non-renewal of limited teaching contracts for probationary employees who have been employed for two (2) years or less and who were employed by the Board after July 1, 2009.

1. On or before May 1, the member will be given written notification by the Superintendent that a recommendation will be made to the Board not to renew the member's contract.
2. This non-renewal procedure for teachers who have been employed for two (2) or fewer years supersedes all provisions of ORC 3319.11 and ORC 3319.111, and such teachers shall have no right to challenge said non-renewal pursuant to ORC 3319.11 and ORC 3319.111.

604 Supplemental Limited Contracts

A. Supplemental Duties Defined

Supplemental duties shall be defined as those duties which are performed during time in excess of the workday, work week, work year, or in addition to the member's regular duties. Member's performing supplemental duties shall be issued written, individual, limited contracts that include:

1. duration of supplemental contract
2. title of supplemental position
3. amount of supplemental compensation or hourly rate by payment section

(See Appendix J-3 for Limited Contract – Supplemental Duties)

B. Filling Supplemental Positions

Posting and filling of supplemental positions shall be in accordance with Article 602.

C. Acceptance of Supplemental Positions

Acceptance of a supplemental contract shall be voluntary.

D. Compensation for Supplemental Positions

1. Compensation for supplemental duties shall be as set forth in this contract provided that all compensation paid shall be determined solely according to the principle of equal pay for equal work and without regard for age, sex, race, creed, religion, national origin, handicap, or marital status.

2. Members shall be paid in accordance with Article 813 Section E (3) (Supplemental Salary Schedule) in this contract.

E. Non-Renewal of Supplemental Contracts

The Board shall provide to the member written notice of its intent to non-renew the member's supplemental contract no less than thirty (30) days prior to the Board's action to non-renew the contract. Such written notice of intent to non-renew shall also indicate the reason for said non-renewal. If a supplemental limited contract is to be non-renewed, the Board shall take official action to non-renew and notify the member of said action on or before May 31 of the year of non-renewal. Failure of the Board to provide timely notice of intent to non-renew or to act in a timely manner on the non-renewal of a supplemental contract shall result in the automatic renewal of the contract.

For Head Varsity Coaches only:

1. The Board may provide multi-year supplemental limited contracts for head varsity coaches for up to three (3) years after the completion of two (2) continuous years as a head coach in that sport.
2. In the year of non-renewal, head varsity coaches will be notified of intent of non renewal of said supplemental limited contract by written notice within thirty (30) days of the following Board meetings, and said contracts will be renewed/non-renewed:

Fall Sports:	January Board Meeting
Winter Sports:	May Board Meeting
Spring Sports:	July Board Meeting

Failure of the Board to provide timely notice of intent to non-renew or to act in a timely manner shall result in automatic for renewal.

If the head varsity coach resigns his/her regular teaching limited or continuing contract or said teaching contract is terminated or non-renewed as per the Collective Bargaining Agreement or Ohio Revised Code, any and all supplemental limited contracts are no longer in effect.

A member's performance in a supplemental position shall not have an adverse effect upon such member's regular teaching contract or the performance of those teaching responsibilities.

F. Bargaining Unit Status

Bargaining unit positions that are supplemental (are specified in Article 813 or in the case of a new position(s) should be specified in Article 813) in nature shall be filled by

bargaining unit member so long as such bargaining unit member is reasonably qualified for such position.

- G. Bargaining unit members who are employed under a limited supplemental contract shall be observed where the member's primary responsibilities are performed. A written evaluation will be given to the member within fifteen (15) days after the completion of the activity or the last day of school, whichever comes first.

## 605 Reduction in Force

### A. Scope

If the Board determines that a reduction is necessary, a reasonable reduction of teaching positions may be made by suspending members' contracts; in the event that a reduction becomes necessary as a result of a decreased enrollment of pupils, return to duty of regular members after leaves of absence, by reason of suspension of schools or territorial changes affecting the district or for financial reasons (only after substantial reductions have taken place in other areas).

When the affected member's limited contract is expiring, such limited contract shall be renewed and then the new contract shall be suspended to accomplish the desired reduction.

### B. Attrition and Suspension

1. The number of persons affected by a reduction in force will be kept to a minimum by not employing replacements for members who leave as a result of normal attrition.
2. Reduction which cannot be achieved through attrition shall be made by suspension of contracts. Suspension shall mean that a member shall be placed in an inactive state of employment from an active state of employment.
3. All members who are suspended shall be given written notification at least thirty (30) calendar days prior to the effective date of the suspension.
4. Contract suspensions will be effective at the start of a school year unless the suspensions are for reasons of a return to duty of a regular member after a leave of absence or territorial changes affecting the district.

### C. Procedure for Reduction

1. At least forty-five (45) calendar days prior to a reduction, a seniority list of all members in each area of certification shall be developed by the administration according to the seniority provisions set below. The Association President shall receive a copy of this list.

2. The Association President shall be notified of the Board's intent to implement a RIF program at least thirty (30) calendar days prior to the effective date.
3. A meeting shall be held between the Association President and representatives of the Board of Education to discuss the RIF program. At this meeting, the administration shall present a list indicating the specific number of positions to be RIF'd within each area of certification which shall include RIF by attrition.
4. Seniority shall be applied as follows:
  - (a) Preference for retention shall be given first to members with continuing contracts over limited contracts so long as evaluations are considered to be comparable (see part e of this section); preference for retention shall be given second to members having greater seniority within each area of certification so long as evaluations are considered to be comparable (see part e of this section).
  - (b) Seniority shall be determined by the procedures in Article X of this contract.
  - (c) Length of continuous service shall not be interrupted or affected by authorized leaves of absence.
  - (d) Members who are subject to being RIF'd have the right to bump members with less seniority in other teaching areas subject to the following stipulations:

The member who bumps must be properly certified in the teaching area which he/she intends to bump into.

The member who bumps must have been employed in this area for at least one hundred twenty (120) consecutive days any time during the last five (5) years immediately preceding the reduction or agrees to complete six (6) semester hours of college course work in that area during the twelve (12) month period following the effective date of the new assignment.

The member who bumps must have an evaluation rating that is comparable or better than the member holding the position being bumped into.

- (e) "Competency as determined by formal evaluation" will be based solely on the performance component of the teacher evaluation system. The ratings for consideration as being comparable are as follows: accomplished are comparable only to accomplished; skilled are comparable only to skilled, developing are comparable only to developing; ineffective are comparable only to ineffective.

D. Procedure for Recall

1. A teacher whose name appears on the RIF list shall be offered reemployment when a position becomes available for which he/she is certified. This recall list shall remain active for three (3) years; that is, any laid off teacher will remain on this recall list for three (3) years beginning with the date of his/her lay off.
2. Teachers on the RIF list shall be offered reemployment to positions for which they are certified in the reverse order of reduction.
3. A teacher who is recalled to a position shall resume the contract status he/she held prior to the reduction and shall be credited with sick leave accumulation and years of service for salary schedule placement he/she had prior to reduction.
4. The seniority of a recalled teacher shall be calculated as if service were not interrupted.
5. Such right to recall may not be granted for recall to an area of certification in which the member has not been employed for at least one hundred twenty (120) consecutive school days during at least one (1) of the five (5) school years immediately preceding the reduction or agrees to complete six (6) semester hours of college course work in that area during the twelve (12) month period following the effective date of the recall. However, any member who is not on the recall list shall not be employed for any vacancy which a person on the recall list is certificated to fill, unless the person on the list has declined the position.
6. If a vacancy occurs, the Board shall send a certified announcement to the last known address of all teachers on the recall list who are qualified according to these provisions. It is the teacher's responsibility to keep the Board informed of his/her current address. All teachers are required to respond in writing to the district office within fourteen (14) calendar days after receipt of such notice. The most senior of those responding shall be given the vacant position. Any teacher who fails to respond in accordance with the time limitation, or who declines to accept the position, shall forfeit all recall rights.
7. Members not employed as a result of the RIF program will be given first consideration as casual day-by-day or long-term substitute teachers as the need occurs.
8. Teachers whose contracts have been suspended shall have the right to continue insurance coverage (medical, dental, life) if permitted by the district's insurance carrier and/or COBRA benefits available according to federal law at the employee's cost.

606 Personnel Files

- A. The administration shall maintain the official personnel file system in the district's central office. Said file shall be maintained by the Treasurer, who will be responsible for developing necessary and reasonable rules regarding access to the system, proper placement of material and security of the system. The Treasurer shall inform all office employees who may work with the system of all maintenance rules. Further, the Treasurer shall make necessary provisions to assure that the information is maintained in accordance with ORC 149.43, ORC 1347, and this section of the contract.
- B. Access to the personnel file of an individual will be limited to the following: member, Board members, Treasurer, building administrators, or other persons who are entitled to access in accordance with the law of Ohio.
- C. Upon a request for access to a member's personnel file, access shall be allowed. The member can be notified of the name of the person requesting file access, if the requestor provides his/her name. The member and/or a representative may be present. All examinations of personnel files shall be done in the presence of at least one (1) school district employee. This paragraph shall not apply to school district administration or Board members.
- D. No information, except verification of employment and/or salary, from the personnel file will be disseminated except by on-site access or by requirement of compulsory legal process.
- E. The member shall have access to all personal information contained in the system at all times during regular office hours. There shall be no charge for access to the system except for copies requested by the member.
- F. Upon request by the member, the Treasurer shall:
  - 1. Inform of the existence of any personal information in the system;
  - 2. Permit the member and his/her representative to inspect all personal information contained in the system except a confidential law enforcement investigatory record or trial preparation;
  - 3. Inform the member regarding the types of uses made of the information, including the identity of users of the information. Also a log shall be maintained as a part of each member's file that will indicate the name and date that access was granted to the file;
  - 4. Upon written approval of the member, grant access to the member's attorney or other representative, and;

5. Furnish the member with a copy of any information contained in the system upon payment of copying charges.
- G. The member shall have the right to read all information (copy provided to the member) that is to be placed in the file prior to the actual placement and shall indicate that the material has been viewed by placing his/her signature and the date on the material. Said material shall be clearly identified as material that is to be placed in the official personnel file system. The signing of the material does not indicate that the member agrees with the content of the document. Further, the member shall have the right to respond, in writing, to any material that is to be placed in the system. Said responses shall be attached to and shall become a part of the document that is to be placed in the system. The response shall be included should disbursement of the original document be made.
- H. Public comments will be placed in the personnel file of a member only when:
1. The allegation is in writing and is signed;
  2. A conference was held including the parent, member, and the principal or immediate supervisor on any negative comment;
    - (a) The results or findings of the aforementioned conference will be reduced to writing by:
      - (b) the immediate supervisor and
      - (c) the member and have been attached to the complaint.
- No anonymous letters or material will be placed in the system.
- I. The member shall have the right to dispute accuracy, relevance, completeness, or timeliness of information contained in the system. The Board shall, within a reasonable time, but not later than thirty (30) calendar days, make a reasonable investigation to determine whether the disputed information is accurate, relevant, timely, and complete and shall notify the member of the results of the investigation and of the action that the Board plans to take with respect to the disputed information. The Board shall remove all information from the system that is no longer timely, cannot be verified, or which is inaccurate.

#### 607 Just Cause Provision

Members hired before 2012-2013 school year and who have been employed by the Board for more than two (2) years shall not be: disciplined, non-renewed, or otherwise deprived of any professional advantage without "just cause" and compliance with applicable provisions of this Contract.



## ARTICLE VII SOLE AND EXCLUSIVE RIGHTS OF THE ASSOCIATION

### 700 Extended to Association/NEA/OEA/NCOEA

The rights and privileges enumerated in this article shall not be extended to any teacher organization except the Association and its affiliates, the NEA, OEA, and NCOEA.

- A. The Board and administration agree not to meet with, recognize, or negotiate with any teachers' organization other than the Association on behalf of the bargaining unit. The Association is the only teachers' organization which shall represent members in matters of professional concern.
- B. Names and addresses of newly-employed bargaining unit members shall be provided to the Association President within two (2) weeks of Board approval of his/her contract. Such information shall only be for the private use of the Association.
- C. Payroll deduction of professional dues for the members of the Association to the United Education Profession (defined as the National Education Association, Ohio Education Association, North Central Ohio Education Association, and the Crestview Teachers Association), in equal monthly amounts, commencing the last pay in October and continuing monthly through the last pay in August, or as otherwise indicated, with the written authorization of the member. A new member(s) (after the last pay in October) shall have the right of payroll deduction; however, the total deduction shall be divided equally among each of the remaining payroll periods of the current school year.
- D. The Association shall be authorized to use the school mail and the Association mailboxes for Association business. The Association may affix nonpermanent Association identification on members' mailboxes. The Association shall be authorized to use the school's email distribution systems.
- E. A bulletin board will be provided in each building for the use of the Association. The bulletin board will be located in an area readily accessible to bargaining unit members.
- F. The Association may conduct Association business on school property during school hours. The conduct of such business, however, must not interfere in any way with the program of instruction. Time shall be allotted in building staff meetings for Association business when the Association building representative makes request for placement on the meeting agenda at least forty-eight (48) hours prior to the meeting time. The public address system may be used for Association announcements by building representatives at established announcement times. At no time shall a student make such announcement.
- G. Representation of Members. A member shall be entitled to Association representation at any meeting with the administration/Board where the member(s) believe(s) that disciplinary action may be the result of that meeting or where there is/are concern(s)

about critical aspects of their jobs. Upon such request, said meeting shall be reasonably delayed for a period not to exceed seventy-two (72) hours until the representative is in attendance. For the purposes of this section, an "Association Representative" shall mean a building representative, an officer of the Association or such representation as the member deems necessary.

The Association President or his/her designee shall receive notification when adverse personnel action or other disciplinary action is pending with respect to a member.

- H. Informal Monthly Meetings - There shall be a monthly meeting of the Superintendent and the Association officers to informally discuss mutually important matters. Additional participants may be included at the invitation of either party.
- I. Membership to UEP - The Board and the administration will respect the right of all members of the bargaining unit to join or assist the United Education Profession (UEP).
- J. Facilities - The Board will provide the Association with a facility to hold general membership meetings at no cost for approximately two (2) hours once each month.
- K. The Association President or his/her designee shall have the right to make brief organizational announcements at general teachers' meetings and faculty meetings.
- L. Agendas, minutes, and financial statements, and other official documents that are public information will be made available to the Association by the Treasurer of the Board. The President of the Association will be notified of the time and place of all regular and special Board meetings.

#### 701 Right to Fair Share Fee

##### A. Payroll Deduction of Fair Share Fee

The Crestview Local School District shall deduct from the pay of members of the bargaining unit, who elect not to become or remain members of the Crestview Teachers Association, a fair share fee for the Association's representation of such non-members during the term of the contract. (No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of member protection and collective bargaining.)

##### B. Notification

Notice of the amount of the annual fee (which shall not be more than 100% of the unified dues of the Association) shall be transmitted by the Association to the Treasurer of the Board on or about September 30 of each year during the term of this Agreement for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

C. Schedule of Fair Share Fee Deductions

1. All Fair Share Fee Payers

Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15 annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the latter of:

(a) sixty (60) days employment in a bargaining unit position, or

(b) January 15.

2. Upon Termination of Membership During the Membership Year

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member (amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction). The deduction of said amount shall commence on the first date occurring on or after forty-five (45) days from the termination of membership.

D. Transmittal of Deductions

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

E. Procedure for Rebate

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

F. Hold Harmless

The Association agrees to hold the Board harmless from any and all damages and liabilities which may be sustained, or which may arise as a result of making the fair share fee deductions called for in this section.

G. All bargaining unit members, including fair share fee payers, shall be eligible for selection to serve on the Principal's Advisory Committee, as per Article 900 Section A (1), Principal's Advisory Committee.

## ARTICLE VIII SALARY AND FRINGE BENEFITS

### 800 Regular Salary

Crestview Teachers Association approved two salary schedules hereafter known as “Modified” and “New”. Both salary schedules have eliminated salary step increases. Columns on the “Modified” schedule will be known hereafter as degree advancement. Degree advancement increases for the Modified Schedule have remained the same as per the 2009-2012 contract. The “New” schedule will include Licensure advancements.

The “Modified” salary schedule will include the following:

Degree Advancements:	(BA) to (BA + 150)	additional 6%
	(BA + 150) to (Masters)	additional 6%
	(Masters) to (M + 15)	additional 3%
	(M + 15) to (M + 25)	(After 14 years exp.) additional 2%

The “New” salary schedule hereinafter called the Crestview Salary Schedule. Employees hired on or after the 2012-2013 school year will establish their base salary from the Crestview Teachers Salary Schedule as outlined in Section 802.

The Crestview Teachers Salary Schedule will only be used to determine initial salary placement.

Licensure Advancements:

Resident Educator to Professional Educator	additional 2.5%
Professional Educator to Senior Professional	additional 6%
Senior Professional to Lead Professional	additional 2.5%

On July 1, 2018, all employees will receive a three percent (3%) increase to their 2017-2018 salary. On July 1, 2019, all employees will receive a three and one-half percent (3.5%) increases to their 2018-2019 salary. On July 1, 2020, all employees will receive a three and three-quarters percent (3.75%) increase to their 2019-2020 salary.

The Supplemental Base salary is set at \$34,500, effective July 1, 2018 through June 30, 2021.

### 801 Payment Plan

The annual salary for each member shall be paid in twenty-six/twenty-seven (26/27) equal installments and shall be delivered to each member every other Friday. Electronic deposit of pay to a financial institution of the member’s choice shall be mandatory effective September 1, 2009. The Board is authorized to utilize electronic notification of pay information to members via e-mail or other technologies.

802 Salary Schedule and Index

A. Salary Schedule Index

Crestview Teachers Salary Schedule

Years of Experience	Resident Educator	Professional Educator	Senior Professional	Lead Professional	Years of Experience
0	\$36,000	\$37,000	<b>NOT APPLICABLE</b>		0
1	\$37,000	\$37,740			1
2	\$38,000	\$38,495			2
3	\$39,000	\$39,265			3
4	<b>N O T A P P L I C A B L E</b>	\$40,050			4
5		\$40,851			5
6		\$41,668			6
7		\$42,501			7
8		\$43,351			8
9		\$44,218	\$45,324	\$46,429	9
10		\$45,103	\$46,230	\$47,358	10
11		\$46,005	\$47,155	\$48,305	11
12		\$46,925	\$48,098	\$49,271	12
13		\$47,863	\$49,060	\$50,257	13
14		\$48,821	\$50,041	\$51,262	14
15	\$49,797	\$51,042	\$52,287	15	
16	\$50,793	\$52,063	\$53,333	16	
17	\$51,809	\$53,104	\$54,399	17	
18	\$52,845	\$54,166	\$55,487	18	
19	\$53,902	\$55,250	\$56,597	19	
20	\$54,980	\$56,355	\$57,729	20	
21	\$55,530	\$56,918	\$58,306	21	
22	\$56,085	\$57,487	\$58,889	22	
23	\$56,646	\$58,062	\$59,478	23	
24	\$57,212	\$58,643	\$60,073	24	
25	\$57,785	\$59,229	\$60,674	25	
26	\$58,362	\$59,821	\$61,281	26	
27	\$58,946	\$60,420	\$61,893	27	
28	\$59,536	\$61,024	\$62,512	28	
29	\$60,131	\$61,634	\$63,137	29	
30	\$60,732	\$62,250	\$63,769	30	

The Crestview Teachers Salary Schedule is used to determine a “Starting Salary”. Once a “Starting Salary” is established all salary increases will be determined by Licensure advancement and/or the collective bargaining agreement. Placement on the Crestview Teachers Salary Schedule will be determined by years of experience and teacher licensure.

803 Placement on Schedule

The aforementioned salary schedule is understood to represent the appropriate compensation that each member of the bargaining unit shall be entitled to for performing responsibilities that are within the scope of the unit definition. Placement on the schedule shall be in accordance with the Ohio Revised Code. Should a member be requested to work beyond the one hundred eighty-four (184) day school year the member shall be compensated on a per diem rate based on the member's regular salary. Work beyond the normal workday, i.e., curriculum revision, textbook selection, high school department/team planning, or other professional committee assignments, that is/are approved by the administration and agreed to by the member, shall be compensated for at the rate of twenty-four dollars (\$24.00) per hour (see Appendix I).

804 Severance Pay

All members who retire from regular employment shall receive one single severance payment which shall be considered a retirement payment which shall be equal to one-fourth (1/4) of the number of accumulated sick leave days, but not to exceed sixty (60) days, times the member's daily rate of pay (including extended time) during his/her final year of teaching conditioned upon the member actually making application and accepting retirement from the appropriate retirement system and receiving benefits there from. Payment of said payment shall be made within thirty (30) calendar days of the Treasurer's receipt of a copy of the member's initial retirement check or at the member's option during January next following retirement. If a payment is due from Section 602 E., that amount will also be added to the employee's severance pay.

805 Additional Hours Attained

Bargaining unit members seeking salary increases due to additional training/degrees shall provide to the Board an official transcript from the accredited institution(s) of higher ed that additional hours of training or degrees have been successfully completed. The members shall be appropriately placed on the salary schedule in the following manner: if evidence is submitted by the 15th of September, the increase shall be granted for the current contract year; if evidence is submitted by the 15th of February, the increase shall be granted pro-rated back to January 1 of the current contract year.

806 Hospitalization/Major Medical Insurance

The Crestview Teachers Association and the Crestview Local Board of Education agree that the Board shall purchase through a carrier licensed by the State of Ohio, a Plan for hospital/major medical insurance coverage. Cost of such insurance shall be as follows for the duration of this contract. Effective January 1, 2013, ninety percent (90%) of the cost of the Base Plan shall be paid by the Board and ten percent (10%) of the cost of the Base Plan shall be paid by the member.

In addition, the Board may offer additional plan options based on recommendations from the Health Insurance Committee.

The Health Insurance Committee will continue to investigate and evaluate insurance options on a yearly basis and report to the Board. The Board and/or the Association can make recommendations to the Health Insurance Committee. Any recommendations from the Health Insurance Committee will be presented to the Association and the Board. The Board has final approval of the recommendations made by the Health Insurance Committee or may require the committee to seek out other options.

807 Dental Insurance

The Board shall purchase, through a carrier licensed by the State of Ohio, dental insurance coverage which meets or exceeds the specifications below for each member of the bargaining unit, now or hereinafter employed, and his or her eligible dependents. The full cost of this coverage and any increases thereof shall be paid by the Board to a monthly composite maximum of twenty-eight dollars (\$28.00).

Specifications:

Maximum Benefits Per Person

Class I, II, III, or IV .....	\$1,000 Per Person
Deductible - Individual .....	\$25 Per Calendar Year
Family .....	\$50 Per Calendar Year

Benefits Paid:

Class I - Preventive & Diagnostic .....	No Deductible; 100% of Reasonable and Customary Charges.
Routine Oral Exams - one every six (6) months	
Teeth Cleaning - one every six (6) months	
Fluoride Treatments - once every twelve (12) months	
Emergency Pain Treatments	
Space Maintainers	
Diagnostic X-rays	
Tests and Lab Exams	
Class II - Basic Restorative .....	80% of the Reasonable and Customary Charges.

- Fillings - Amalgams, Silicate, Acrylic
- Root Canal Therapy
- Treatment of Gum Disease
- Repair of Bridgework & Dentures
- Extractions and Oral Surgery
- General Anesthesia - only if medically necessary

Class III - Major Restorative . . . . . 50% of the Reasonable and Customary Charges. Inlays, Onlays, Gold Fillings, or Crown Restorations  
Initial Installation of Fixed Bridgework  
Installation of Partial or Full, Removable Dentures  
Replacement of Existing Bridgework or Dentures

Class IV - Orthodontia . . . . . No Deductible; 50% of Reasonable and Customary Charges. Lifetime Maximum Benefit of \$1,000 Per Person

Full Banded Orthodontic Treatment  
Appliances for Tooth Guidance  
Appliances to Control Harmful Habits  
Retention Appliances - not in connection with full banded treatment.

808 Term Life Insurance

The Board shall provide each member of the bargaining unit with a term life insurance policy providing for 1) a death benefit of twenty thousand dollars (\$20,000) and 2) an additional benefit of twenty thousand dollars (\$20,000) based upon accidental death and dismemberment coverage. The full cost of this coverage and any increases thereof shall be paid by the Board.

809 General Provisions

A. Copies of Benefit Contract

The Board shall provide the Association President with one (1) copy of each signed Contract entered into between the Board and the insurance company(ies) which provides the benefit(s) specified in this Contract. Copies of existing Contract(s) shall be provided to the Association within twenty-four (24) hours of ratification of this Contract by both parties. Copies of Contracts subsequently entered into by the Board shall be provided to the Association within one (1) week after they are received by the Board.

B. Copies of Benefit Descriptions

A copy of current benefit descriptions can be obtained from the District Treasurer.

C. Benefit Description for New Members

A member employed after the effective date of this Contract shall be provided, at the time of employment, with a written description prepared by the carrier, of each insurance plan that provides benefits specified by this Contract.



D. Copies of Improvements in Existing Benefits

Within thirty (30) calendar days of the effective date of any improvement(s) in an insurance plan provided by this Contract, each member shall receive a written description prepared by the carrier, of the improved plan.

810 STRS Pick-Up

The Crestview Local Board of Education hereby agrees with the Crestview Teachers Association to pick-up, utilizing the salary reduction method, contributions to the State Teachers Retirement System to be paid on behalf of the members in the bargaining unit under the following terms and conditions:

- A. The amount to be "picked-up" on behalf of each member shall be the amount required by law of the member's gross annual compensation. The member's annual compensation shall be reduced by an amount equal to the amount picked-up by the Board for the purpose of state and federal tax only.
- B. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.
- C. The pick-up shall apply to all compensation including supplemental earnings thereafter.
- D. The parties agree that should the rules and regulations of IRS or the retirement system change making this procedure unworkable, the parties agree to return without penalty to the former method of employee/employer contribution.

811 Tax Shelter Annuities (TSA)

- A. Individual tax sheltered annuity contracts may be purchased for members by the Crestview Local Board of Education from insurance companies who are on the District's authorized TSA provider list:
  - 1. A minimum of five participants for each different annuity/insurance company must be initially enrolled and be maintained for a period of one year. However, if a member has contributed to an annuity program for at least twenty-four (24) months while an employee of another organization and has accumulated a value in that annuity of at least two thousand dollars (\$2,000.00), the district will allow that member to continue the contribution at the district as long as the vendor is on the District's authorized TSA provider list.
  - 2. Federal and state laws, regulations, and rules concerning tax-sheltered annuities will govern all tax-sheltered annuity programs.
  - 3. Tax sheltered" means that no federal income tax is paid currently on that part of the salary utilized to purchase the annuity.

4. Members assume sole responsibility in the selection of the company from which they wish the annuities purchased.
- B. Changes in Salary Reduction: All changes shall be authorized upon completing a new Salary Reduction Agreement. Reductions authorized will continue in effect until modified or withdrawn as herein provided. Notice of change shall be filed with the Treasurer at least thirty (30) calendar days prior to the month in becomes effective.
- C. Withholding Tax Statement (Form W-2): The W-2 statement issued at the end of each calendar year will show the amount of earnings after the annuity payments are made.

#### 812 Tuition Reimbursement

The Board shall appropriate thirty-five thousand dollars (\$35,000.00) in each year of this contract for the purposes of tuition reimbursement. These funds will be distributed to members taking courses that would assist them in the teaching profession or for advanced educational degrees or certificates. The entire amount will be divided equally among members successfully completing ("C" or better) courses at accredited colleges and universities based on a semester credit hour prorated amount (1 1/2 quarter hours = 1 semester hour) during the time period September 1 - August 31 of each year.

EXAMPLE: thirty-five thousand dollars (\$35,000.00) divided by total eligible credit hours taken during the period September 1 - August 31 = \$ X per semester credit hour not to exceed cost of courses taken.

Members will turn in proof of successful completion ("C" or better) and a receipt prior to October 30. Members will receive no more than the cost of such courses taken during the aforementioned time period (see Appendix H).

#### 813 Supplemental Salary – Extra Duty Assignments

- A. Any bargaining unit member involved in a negotiated extra duty activity, and whose participation is approved by the Board, shall receive compensation for that extra duty. Members shall be paid in accordance with Section E below.
- B. Approval and compensation for activities added between negotiations shall be determined with mutual consent of the Association and the Board.
- C. At the end of the supplemental duty pay period, the principal/athletic director and the coach/advisor should have a conference to review the season/assignment.
- D. Supplemental activities contracts shall be limited contracts for one (1) or two (2) years' duration. Contracts for positions that cannot be filled as previously stated shall be extended at the earliest possible time, but in no case later than the scheduled regular or special Board meeting immediately preceding the start of the activity.

E. Supplemental Pay Schedule

1. Index number to be applied to the regular teachers' salary schedule - BA column, Step 0 of the preceding year.
2. Effective with the 1999-2000 school year, outside experience credit may be given by the Board upon hiring from outside the bargaining unit, or after a one-year evaluation period. If the first year's evaluation is not adequate, the administration may reconsider in a subsequent evaluation period.

All current bargaining unit members shall be given full experience credit for experience in the same sport/activity when moving between grade levels, excluding head coaching positions. Bargaining unit members who have interrupted service of no more than two (2) calendar years shall receive full experience credit for the same.

To receive experience credit for a supplemental position, experience shall be within the same activity/sport regardless of grade level.

Any job descriptions or changes in current job descriptions for supplemental or other bargaining unit positions shall be mutually approved by both parties.

3. Supplemental Base Salary is set at \$34,500, effective July 1, 2018 through June 30, 2021.

	<u>Experience Index</u>			
	<u>0 Yr</u>	<u>1 Yr</u>	<u>2 Yr</u>	<u>3 Yr</u>
Athletic Director	.16	.17	.18	.19
Assistant Athletic Director	.08	.09	.10	.11
High School Academic Challenge	.04	.05	.06	.07
Middle School Academic Challenge	.02	.03	.04	.05
Destination Imagination	.02	.03	.04	.05
Yearbook Advisor	.12	.13	.14	.15
Newspaper Advisor	.06	.07	.08	.09
Senior Class Advisor	.06	.07	.08	.09
Junior Class Advisor	.06	.07	.08	.09
Sophomore Advisor	.02	.03	.04	.05
Freshman Class Advisor	.02	.03	.04	.05
Department Chairpersons	.02	.03	.04	.05
National Honor Society Advisor	.02	.03	.04	.05
French Club Advisor	.02	.03	.04	.05
Spanish Club Advisor	.02	.03	.04	.05
Drama Club Advisor	.06	.07	.08	.09
High School Student Council	.05	.06	.07	.08
Middle School Student Council	.03	.04	.05	.06
Marching Band Director	.07	.08	.09	.10
Assistant Marching Band	.04	.045	.05	.055
Pep Band	.01	.015	.02	.025
Instrumental Activities	.03	.04	.05	.06
Jazz Band	.03	.04	.05	.06
Vocal Activities	.03	.04	.05	.06
High School Cheerleader Advisor	.09	.10	.11	.12
Assistant H.S. Cheerleader Advisor	.08	.09	.10	.11
Middle School Cheerleader Advisor	.07	.08	.09	.10
Flag Corps Advisor	.04	.05	.06	.07
Drill Team Advisor	.05	.06	.07	.08
Head Cross Country	.10	.11	.12	.13
Head Football	.155	.17	.185	.20
Assistant Varsity Football	.09	.10	.11	.12
Head Middle School Football	.08	.09	.10	.11
Assistant M.S. Football	.07	.08	.09	.10
Head Volleyball	.14	.15	.16	.17
Assistant Varsity Volleyball	.09	.10	.11	.12
Eighth Grade Volleyball	.07	.08	.09	.10
Seventh Grade Volleyball	.07	.08	.09	.10

	<u>Experience Index</u>			
	<u>0 Yr</u>	<u>1 Yr</u>	<u>2 Yr</u>	<u>3 Yr</u>
Head Wrestling	.14	.15	.16	.17
Assistant Varsity Wrestling	.09	.10	.11	.12
Middle School Wrestling	.07	.08	.09	.10
Head Basketball (Boys)	.155	.17	.185	.20
Assistant Varsity Basketball (Boys)	.09	.10	.11	.12
Head Freshman Basketball	.08	.09	.10	.11
Eighth Grade Basketball (Boys)	.07	.08	.09	.10
Seventh Grade Basketball (Boys)	.07	.08	.09	.10
Head Basketball (Girls)	.155	.17	.185	.20
Assistant Varsity Basketball (Girls)	.09	.10	.11	.12
Eighth Grade Basketball (Girls)	.07	.08	.09	.10
Seventh Grade Basketball (Girls)	.07	.08	.09	.10
Head Baseball	.10	.11	.12	.13
Assistant Varsity Baseball	.09	.10	.11	.12
Head Softball	.10	.11	.12	.13
Assistant Varsity Softball	.09	.10	.11	.12
Head Track (Boys)	.10	.11	.12	.13
Assistant Varsity Track (Boys)	.09	.10	.11	.12
Middle School Track (Boys)	.07	.08	.09	.10
Head Track (Girls)	.10	.11	.12	.13
Assistant Varsity Track (Girls)	.09	.10	.11	.12
Middle School Track (Girls)	.07	.08	.09	.10
Head Soccer	.10	.11	.12	.13
Head Golf	.10	.11	.12	.13
Extended Time:	High School Instrumental Music	- 20 days		
	High School Industrial Arts	- 10 days		
	Librarian	- 10 days		
	High School Guidance Counselor	- 20 days		
	Elementary/Middle School Counselor	- 10 days		
	Assistant Marching Band	- 10 days		
	Assistant Athletic Director	- 10 days		
	Athletic Director	- 20 days		
	Vocational Agriculture	- 60 days		
	Family & Consumer Science	- 10 days		

The number of extended days will be reduced through negotiations when the current employees in the following positions leave for whatever reasons:

- High School Industrial Arts
- District Media Specialist
- Vocational Agriculture
- Family and Consumer Sciences

814 Waiver of Tuition for Employee's Children

A student who is not otherwise entitled to attend school in the Crestview Local Schools but whose parent is a full-time employee of the Crestview Local Schools may be enrolled on or before the first day of classes of any school year with no obligation to pay a tuition fee. (ORC 3313.64)

The enrollment process will allow each employee who is interested in enrolling his/her child(ren) in a self-contained classroom to request a first and second choice of teacher classroom assignment. Specific teacher requests may be honored. Otherwise the assignment will be determined by availability of space, existing class size, program availability, etc. Final assignment will be made by the Superintendent. When an employee's child(ren) has/have been enrolled all other procedures regarding such child(ren) shall be the same as would be applied to other children who reside within the district.

## ARTICLE IX COMMITTEES

### 900 Communication Committees

- A. The following committee will be created at the beginning of each school year.

Principal's Advisory Committee: In each instructional building (K-3; 4-8; 9-12) in the district, a committee consisting of the principal, and four (4) teachers to be appointed at the discretion of the Association will be created not later than September 15 of each year. This committee will meet at least once per month. Meetings will be scheduled by the principal with the consent of all members, or at the call of three or more members of the committee. The first meeting will be in September each year. Any member of the committee may submit items for the meeting agenda.

- B. The purpose of the committee created in Section A (1) above is to provide a vehicle for communication and discussion which will enhance the efficiency and effectiveness of operations and which will allow time for administrative action which can keep problems to a minimum. Committee discussions are not to be construed as further negotiations or as efforts to amend or expand the written agreement between the parties.

Where necessary, committee discussions will be reported to the Superintendent and/or to the Board.

### 901 Local Professional Development Committee (LPDC)

The Crestview Local Board of Education and the Crestview Teachers Association entered into a Memorandum of Understanding dated August 6, 1998 in order to develop the Local Professional Development Committee as mandated by Senate Bill 230. The committee's purpose and function is as follows:

To ensure coursework completed by educators meets the requirements for renewal of certificates or licenses, and

The LPDC shall consist of three (3) teacher representatives selected in accordance with the By-Laws of the CTA Constitution and two (2) administrators selected by the Superintendent to be named by September 1 of each year. Majority votes shall be followed with one (1) exception: When an administrator's, treasurer's or business manager's license is being considered, two (2) of the three (3) teacher LPDC members shall not vote. At this time the vote shall consist of two (2) administrator's votes and one (1) teacher vote.

Meeting frequency, dates and times will be determined by the LPDC. All LPDC members will be paid at the rate of seventeen dollars and fifty cents (\$17.50) per hour not to exceed five hundred dollars (\$500.00) annually. If it is shown there is a need for more time, an increase in the annual rate will occur.

902 Other Committees

The Crestview Local Board of Education agrees to compensate members who serve on the following committees at a rate of seventeen dollars and fifty cents (\$17.50) per hour not to exceed five hundred dollars (\$500.00) annually per employee:

1. Health Insurance Committee – Limit of five (5) members
2. Building Leadership Committee – Limit of six (6) members per building
3. Professional Development Committee – Limit of two (2) employees per building
  - (a) To provide continuing professional development activities and opportunities for the district.
  - (b) All professional development activities will be focused on a specific district goal as determined by the District Improvement Plan.
  - (c) The PDC will provide input for the direction of professional development as outlined in the District Improvement Plan.
  - (d) All professional development will be approved by a district administrator.

Payment for committee work shall be the last payday in June.



## ARTICLE X DEFINITIONS

### 1000 Seniority

#### A. Seniority Defined

Seniority shall mean the length of continuous employment in a certificated position as follows:

1. Seniority shall begin to accrue from the first day worked in a certificated position.
2. Seniority shall accrue for all time a member is on active pay status or is receiving worker's compensation benefits.
3. Time spent on inactive pay status (unpaid leave or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
4. No member shall accrue more than one (1) year in any work year.

#### B. Equal Seniority

1. A tie in seniority shall occur when two (2) or more members have the same amount of seniority credit as determined by the seniority list.
2. Ties in seniority shall be broken by the following method to determine the most senior member:
  - (a) The member with the first day worked;
  - (b) The member with the earliest date of employment by official Board action;
  - (c) By lottery, with the most senior member being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated Association representative.

#### C. Superseniority

For layoff purposes only, members employed under continuing contract shall have greater seniority than members employed under limited contracts.

#### D. Loss of Seniority

Seniority shall be lost when a member retires or resigns; is discharged for cause; or otherwise leaves the employment of the Board.

E. Posting of Seniority List

1. The seniority list shall be posted annually. The Board shall prepare a seniority list and present a copy of the list to the Association annually by October 1. The list shall be prepared by name, area of certification, first day worked, date of Board resolution to employ, and contract status.
2. The name of members who are certified in more than one (1) area shall be included on the listing for all areas of certification.

F. Correction of Inaccuracies

At the time an inaccuracy is reported to the Board and Association President an investigation shall be conducted. Any inaccuracies found shall be corrected within ten (10) days and a copy of the corrected seniority list shall be provided to the Association President.

- 1001 Day(s) as used in this Collective Bargaining Agreement shall mean school days (as defined in Article 201) unless specified as calendar days.

## ARTICLE XI EFFECTS AND DURATION OF CONTRACT

### 1100 Effects of Contract

The terms of the language of this Contract shall be from July 1, 2018 through June 30, 2021. The terms for the financial agreement for this contract shall be from July 1, 2018 through June 30, 2021.

All provisions and appendices of the previous Contract that were not made a subject of bargaining by either the Board or the Association shall automatically become a part of the new successor Contract.

### 1101 Terms and Conditions

The terms and conditions as set forth in this Contract indicates the understanding that exists between the parties to this Contract; however, it is further agreed that nothing contained in said Contract should be interpreted to deny the Association or the staff members of any rights, benefits, privileges, etc., that might be forthcoming as the result of laws of the State of Ohio and any legal precedence of such laws unless an included provision has been expressly composed to alter a provision of law in accordance with ORC 4117.

### 1102 Personnel Policies and Practices

The Board shall change its personnel policies and practices as may be necessary in order to give full force and effect to this Contract. Should there be a conflict between this Contract and any such policy or practice, then the terms of this Contract shall prevail.

### 1103 Amendment Procedure

This Contract may be amended or provision(s) altered only by the mutual consent of the Board and the Association. Such amendment and/or altering may be 1) at the request of either the Board or the Association or 2) as may be required by ORC 4117. In any case, the finalization of such amendment(s) or altering shall be in accordance with the provisions of Articles 107 and 108.

### 1104 Copies of Contract

Within thirty (30) days after this Contract is signed, copies shall be printed and distributed by the Board. The Board shall provide a copy for each CTA member and SERB.

### 1105 Severability

This Contract supersedes and prevails over all statutes of the State of Ohio (except as specifically set forth in Section 4117.10 (A), Revised Code) and all policies, rules, and regulations of the Board. However, should any court of competent jurisdiction, determine,

after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated but all other provisions of the Contract shall remain in full force and effect.

The parties shall meet within ten (10) calendar days after the final determination to bargain over its impact and to bring the Contract into compliance. If the parties fail to reach agreement over the affected provision, the statutory dispute settlement procedure shall be utilized to resolve the dispute.

1106 Term of Contract

The articles of this Contract shall become effective at 12:01 a.m., July 1, 2018, following the ratification by both parties and the written execution thereof. This Agreement is made and entered into at Ashland, Ohio, on this 18<sup>th</sup> day of February, 2019 by and between the Board and the Association.

1107 Agreement

This Contract between the parties is attested to by the representatives whose signatures appear below.

The Crestview Local Board of Education

Crestview Teachers Association

By: <u>Dellie A. Reedy</u> <u>2-18-19</u> President Date	By: <u>[Signature]</u> <u>2-18-19</u> Co-President Date
By: <u>Sera McKus</u> <u>2/18/19</u> Treasurer Date	By: <u>Kimi Bayler</u> <u>2/18/19</u> Co-president Date
By: <u>Randy [Signature]</u> <u>2/18/19</u> Superintendent Date	By: _____ Date

## APPENDICES

### APPENDIX A Grievance Report Form

Grievance Report Form  
Appendix A

CRESTVIEW LOCAL SCHOOLS  
Ashland, Ohio

#### GRIEVANCE REPORT FORM (To be filed in triplicate)

Grievance # \_\_\_\_\_ Date Filed \_\_\_\_\_

Name of Aggrieved \_\_\_\_\_

Building \_\_\_\_\_ Assignment \_\_\_\_\_

A. Informal Level Meeting with Appropriate Supervisor was held on \_\_\_\_\_  
Date

B. Statement of Grievance:

1. Date of the act or the grievant's awareness of the act giving rise to the grievance  
\_\_\_\_\_

2. Statement of grievance:

3. Relief sought:

\_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Date

LEVEL ONE  
(Submitted to Appropriate Supervisor: Principal)

A. Position of Aggrieved or Association:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

B. Disposition by appropriate supervisor:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

LEVEL TWO  
(Submitted to Appropriate Supervisor: Superintendent)

A. Position of Aggrieved or Association:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

B. Disposition by Superintendent (or designee):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

LEVEL THREE  
(Submitted to Arbitrator - Notice of Intent to Appeal to Arbitration)

A. Position of Aggrieved or Association:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

B. Disposition of the Arbitrator:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

APPENDIX B Leave Request Form

Leave Request Form  
Appendix B

**THIS FORM IS FOR REFERENCE ONLY  
ALL LEAVE IS TO BE ENTERED IN THE KIOSK**

Crestview Local School District

LEAVE REQUEST

Name \_\_\_\_\_ Date of Application \_\_\_\_/\_\_\_\_/\_\_\_\_

Date(s) of Absence \_\_\_\_\_ Total Number of Days \_\_\_\_\_

Building \_\_\_\_\_

\*\*\*\*\*

Type of Leave  
(Check only ONE type of leave per request)

____ Personal Leave (due 5 days prior)	____ Association Leave	____ Vacation Leave
____ Emergency Personal Leave*	____ Athletic Leave*	____ Unpaid Leave*
____ Military Leave*	____ Assault Leave*	____ Other*

\*Document Reason \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

____ Professional Leave(due 5 days prior) requested by _____ conference name _____ estimated expenses \$ _____	____ Court Leave(attach copy) ____ jury duty ____ arbitration hearing ____ subpoenaed to testify
---	---

\_\_\_\_ Sick Leave [Check the reason(s) requested for use of sick leave]  
\_\_\_\_ Personal illness  
\_\_\_\_ Injury  
\_\_\_\_ Exposure to contagious disease which could be communicated to others  
\_\_\_\_ Immediate family concern \_\_\_\_ illness \_\_\_\_ injury \_\_\_\_ death  
\_\_\_\_ Pregnancy

\_\_\_\_\_  
Signature of Member \_\_\_\_\_  
Signature of Principal/Supervisor

\_\_\_\_\_  
Action by Superintendent  
\_\_\_\_ Approved Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
\_\_\_\_ Disapproved: Reason: \_\_\_\_\_  
\_\_\_\_ Salary Deduction (if applicable) \$ \_\_\_\_\_





APPENDIX D      Severance Payment Form

Severance Payment Form  
Appendix D

CRESTVIEW LOCAL SCHOOLS  
Ashland, Ohio

REQUEST FOR SEVERANCE PAYMENT

Name \_\_\_\_\_ Date \_\_\_\_\_

Building or Department \_\_\_\_\_

I hereby certify that my employment with the Crestview Local Schools was terminated effective  
\_\_\_\_\_ for the purpose of retirement.

Month                      Day                      Year

Not desiring to have my accumulated sick leave transferred to another public agency in Ohio, I hereby request severance pay payment under Article 804, of the Board-Association Negotiated Agreement.

Severance pay will be granted for 1/4 of all accumulated but unused sick leave with a maximum of sixty (60) days of severance pay. Severance pay will be at the per diem rate (including extended time pay) of the eligible teacher and shall be payable upon the member having fulfilled the requirements of this section or at the option of the member January 1 of the next following calendar year.

I request payment immediately \_\_\_\_\_

I request payment January 1 of next year \_\_\_\_\_

\_\_\_\_\_  
Signature of Member

\_\_\_\_\_  
Signature - Superintendent

\_\_\_\_\_  
Date

Request Approved \_\_\_\_\_

\_\_\_\_\_  
Signature of Treasurer  
for the Board of Education

\_\_\_\_\_  
Date

APPENDIX E      Waiver of Representation Rights

Appendix E

CRESTVIEW LOCAL SCHOOLS  
Ashland, Ohio

WAIVER OF REPRESENTATION RIGHTS

By my signature, I hereby state that I choose not to be represented by the Crestview Teachers Association or a CTA representative or other Association representative in any grievance initiated on \_\_\_\_\_ concerning  
(date)

---

---

---

---

---

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---

I hereby give notice to the Board and to the Association of this choice.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

APPENDIX F EVALUATION – OBSERVATION INSTRUMENT (Form A)

APPENDIX F  
FORM A

Crestview Local Schools

Teacher's Name \_\_\_\_\_ School \_\_\_\_\_  
Grade Level/Subject \_\_\_\_\_  
Date \_\_\_\_\_ Observation # \_\_\_\_\_

**SN = Strength Noted**

**MR = Meets Requirements**

**IN = Improvement Needed**

<b>Domain 1: Planning and Preparation</b>		<b>Rating</b>	<b>Domain 2: The Classroom Environment</b>		<b>Rating</b>
1a	Demonstrating Knowledge of Content and Pedagogy		2a	Creating an Environment of Respect and Rapport	
1b	Demonstrating Knowledge of Students		2b	Establishing a Culture of Learning	
1c	Selecting Instructional Goals		2c	Managing Classroom Procedures	
1d	Demonstrating Knowledge of Resources		2d	Managing Student Behavior	
1e	Designing Coherent Instruction		2e	Organizing Physical Space	
1f	Assessing Student Learning				

<b>Domain 3: Instruction</b>		<b>Rating</b>	<b>Domain 4: Professional Responsibilities</b>		<b>Rating</b>
3a	Communicating Clearly and Accurately		4a	Reflecting on Teaching	
3b	Using Questioning & Discussion Techniques		4b	Maintaining Accurate Records	
3c	Engaging Students in Learning		4c	Communicating with Families	
3d	Providing Feedback to Students		4d	Contributing to the School & District	
3e	Demonstrating Flexibility & Responsiveness		4e	Growing & Developing Professionally	
1f			4f	Showing Professionalism	

### Enhancing Professional Practice Clinical Observation Report: Part II

Evaluator's Name \_\_\_\_\_

Teacher's Name \_\_\_\_\_

#### Summary Statement of Evaluator

#### Evaluator's Recommendations

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Appraisee's Signature

\_\_\_\_\_  
Date

APPENDIX F      Plan for Teacher Improvement (Form B)

APPENDIX F  
FORM B

PLAN FOR TEACHER IMPROVEMENT

CRESTVIEW LOCAL SCHOOLS  
Ashland, Ohio 44805

Member \_\_\_\_\_ School \_\_\_\_\_ Grade \_\_\_\_\_

Subject \_\_\_\_\_ Date \_\_\_\_\_

SPECIFIC AREA TO BE IMPROVED

The area or areas to be improved should be discussed by the member and evaluator and then clearly and carefully defined.

SPECIFIC PLANS FOR IMPROVEMENT

The method or program by which the improvement will be accomplished shall be developed by the evaluator and discussed with the member - clarified if necessary.

DATES

Dates will be set to aid in the facilitation of this program.

1. When the program will begin. \_\_\_\_\_
2. Date or dates to discuss the progress of the program. \_\_\_\_\_

IV. Status of Previously Identified Area(s) for Improvement

The evaluator, as a result of follow-up observations, should note the status of the program of improvement, i.e., satisfactorily completed, program to continue, program partially completed, etc. When the program has been partially completed, incomplete areas of the plan will be indicated.

V. Evaluator's Recommendation (when appropriate)

\_\_\_\_\_ Performance meets District Standards

\_\_\_\_\_ Performance meets District Standards - Program for  
Improvement (Section IV above) should be continued

\_\_\_\_\_ Performance does not meet District Standards

COMMENTS:

VI. Comments by the Member

\*\*\*\*\*

Member's Signature \_\_\_\_\_ Date \_\_\_\_\_

Evaluator's Signature \_\_\_\_\_ Date \_\_\_\_\_

APPENDIX G      Application for Family and Medical Leave

APPENDIX G  
ARTICLE 309

CRESTVIEW LOCAL SCHOOL DISTRICT  
Ashland, Ohio

APPLICATION FOR FAMILY AND MEDICAL LEAVE

NAME \_\_\_\_\_ DATE \_\_\_\_\_

BUILDING OR DEPARTMENT \_\_\_\_\_

I hereby request a leave of absence for the following reasons:

- Personal Illness
- Illness of child, parent or spouse
- Care of newborn child
- Care of newly adopted or placed foster child

For the following time period:

From \_\_\_\_\_ Until \_\_\_\_\_.

I realize that this leave is without pay, but that I will be provided with the same medical, dental and life insurance had I continued to work provided I pay to the District Treasurer by no later than the first day of each calendar month during the leave my share of the insurance premium.

This leave is subject to all terms and conditions of Article 309 of this Agreement.

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Superintendent

APPENDIX H      Tuition Reimbursement

APPENDIX H  
ARTICLE 812

CRESTVIEW LOCAL SCHOOL DISTRICT  
Ashland, Ohio

TUITION REIMBURSEMENT

[Submit After Completion of Course(s), but before  
October 30th next following Completion of the Course(s)]

Name \_\_\_\_\_ Building \_\_\_\_\_

College/University \_\_\_\_\_

Name of Course \_\_\_\_\_

# of semester hour(s) \_\_\_\_\_ Cost \_\_\_\_\_  
(Attach a receipt, or proof of payment)

Date Completed \_\_\_\_\_  
(Attach grades or transcript)

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

Submit to Superintendent's Office prior to October 30.

\*\*\*\*\*

OFFICE USE ONLY

# of hour(s) reimbursed \_\_\_\_\_ at \$ \_\_\_\_\_ per semester hour.

Total Amount Reimbursed \$ \_\_\_\_\_

Copy to: Applicant



APPENDIX I      Approval for Additional Compensation

APPENDIX I

CRESTVIEW LOCAL SCHOOL DISTRICT  
Ashland, Ohio  
Approval for Additional Compensation  
Re: Article 803

Date \_\_\_\_\_

Name of Member \_\_\_\_\_

Member Assignment (K-3, 4-8, 9-12) \_\_\_\_\_

Indicate by circling appropriate statement:

Additional Assignment beyond school year

Additional Assignment beyond normal school day

Description of Additional Assignment:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date(s) when Additional Assignment is to be performed:

\_\_\_\_\_  
\_\_\_\_\_

Time period when Additional Assignment is to be performed:

\_\_\_\_\_  
\_\_\_\_\_

Additional Compensation shall be in accordance with Article 803.

I accept the above indicated Additional Assignment.

\_\_\_\_\_  
Signature of Member

\_\_\_\_\_  
Date

Administrative Approval By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

This form must be completed previous to the start of the assignment.

APPENDIX J-1 Teacher's Contract - Continuing

APPENDIX J-1

**CRESTVIEW LOCAL SCHOOLS**  
**Ashland, Ohio 44805**

**TEACHER'S CONTRACT - CONTINUING**

1. AN AGREEMENT entered into between the BOARD OF EDUCATION of the Crestview Local School District, Richland County, Ohio, and \_\_\_\_\_, who, holding a PROFESSIONAL, PERMANENT OR LIFE CERTIFICATE, hereby agrees to teach in the local schools of said District from the date of this Contract until \_\_\_\_\_ he resigns, elects to retire, is retired pursuant to Section 3307.37 of the Revised Code or until this Contract is terminated or suspended as provided by law. The parties agree to abide by the Rules and Regulations of the Crestview Local Board of Education and the Collective Bargaining Agreement that exists between the Board and the Crestview Teachers Association now in effect or hereinafter adopted for the operation of the schools of District.
2. In consideration of the services rendered by the TEACHER, the BOARD OF EDUCATION agrees to pay said TEACHER an annual salary as prescribed by the salary schedule of the School District now existing or hereafter adopted.
3. The initial compensation to be paid under this Contract, for regular teaching duties, according to existing salary schedules, shall be as set forth in the salary notification which is attached hereto and made a part hereof.
4. In accordance with Section 3319.12 of the Revised Code, said BOARD OF EDUCATION shall cause notice to be given annually not later than July 1 as to the salary to be paid said TEACHER during the next succeeding school year.
5. The days of employment shall be in number according to the Collective Bargaining Agreement with the Crestview Teachers Association.
6. The duties of the TEACHER shall be the regular teaching duties of a Crestview Local School District teacher.
7. And it is further agreed that the provisions of Section 3319.31 (certificate of teachers) of the Revised Code of Ohio and the obligations of the TEACHER and the BOARD OF EDUCATION under the Teacher's Retirement Laws of Ohio are a part of this Contract.
8. This CONTINUING CONTRACT was approved by the Board of Education of the Crestview Local School District, Richland County, Ohio, at the meeting held \_\_\_\_\_, 20\_\_\_\_.

This CONTINUING CONTRACT shall become effective when signed by the TEACHER and approved by the BOARD OF EDUCATION.

\_\_\_\_\_  
**PRESIDENT, THE BOARD OF EDUCATION** Date \_\_\_\_\_

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**TEACHER**

Please sign both copies, retain the original for your file and return the copy to the Treasurer of the Board of Education

APPENDIX J-2      Teacher's Contract - Limited

APPENDIX J-2

**CRESTVIEW LOCAL SCHOOLS**  
**Ashland, Ohio 44805**

**TEACHER'S CONTRACT - LIMITED**

1. THIS AGREEMENT entered into between the BOARD OF EDUCATION of the Crestview Local School District, Richland County, Ohio, and \_\_\_\_\_, who, hereafter agrees to teach in the Local Schools of said District for a \_\_\_\_\_-year term beginning on \_\_\_\_\_, 20\_\_\_\_, and ending on \_\_\_\_\_, 20\_\_\_\_. The parties agree to abide by the written policies, the written implementing Rules and Regulations of the Crestview Local Board of Education now in effect or hereinafter adopted for the operations of the Schools of said District as well as the Collective Bargaining Agreement that exists between the Board and the Crestview Teachers Association. It is further agreed that the terms and conditions of employment as are set forth in the Collective Bargaining Agreement shall be considered to be a part of this Contract by reference. Said policies and implementing Rules and Regulations and the Collective Bargaining Agreement will be made available to the TEACHER.
2. In consideration of the services rendered by the TEACHER, the BOARD OF EDUCATION agrees to pay said TEACHER an annual salary as prescribed by the salary schedule of the School District now existing or hereafter adopted.
3. The initial compensation to be paid under this Contract, for regular teaching duties, according to existing salary schedules, shall be as set forth in the salary notification which is attached hereto and made a part hereof.
4. In accordance with Section 3319.12 of the Revised Code, said BOARD OF EDUCATION shall cause notice to be given annually not later than July 1 as to the salary to be paid said TEACHER during the next succeeding school year.
5. The days of employment shall be in number according to the Collective Bargaining Agreement with the Crestview Teachers Association.
6. The duties of the TEACHER shall be the regular teaching duties of a Crestview Local School District teacher.
7. And it is further agreed that the provisions of Sections 3319.22-3319.31 (certificate of teachers) of the Revised Code of Ohio and the obligations of the TEACHER and the BOARD OF EDUCATION under the Teacher's Retirement Laws of Ohio are a part of this Contract.
8. This LIMITED CONTRACT was/will be approved by the Board of Education of the Crestview Local School District, Richland County, Ohio, at the meeting held/to be held \_\_\_\_\_, 20\_\_\_\_.

This LIMITED CONTRACT shall become effective when signed by the TEACHER and approved by the BOARD OF EDUCATION.

\_\_\_\_\_  
Date \_\_\_\_\_  
**PRESIDENT, THE BOARD OF EDUCATION**

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**TEACHER**

Please sign both copies, retain the original for your file and return the copy to the Treasurer of the Board of Education

APPENDIX J-3      Limited Contract – Supplemental Duties

APPENDIX J-3

**BOARD OF EDUCATION  
CRESTVIEW LOCAL SCHOOLS  
Ashland, Ohio 44805**

**LIMITED CONTRACT  
SUPPLEMENTAL DUTIES**

This limited contract entered into by and between \_\_\_\_\_ of \_\_\_\_\_ (city), Ohio, hereinafter referred to as "Teacher," and the Crestview Local Board of Education of Ashland, Richland County, Ohio, hereinafter referred to as "Board," WITNESSETH:

In addition to Teacher's regular teaching duties, said Teacher does hereby promise and agree to perform the following duties for and in behalf of said Board: \_\_\_\_\_. The parties agree to abide by and maintain the rules and regulations adopted by such Board and the existing Collective Bargaining Agreement between the Board and the Crestview Teachers Association which are incorporated into this contract by reference. Such additional duties shall be performed by Teacher during the 20\_\_\_\_ - 20\_\_\_\_ year period(s).

In consideration of the duties to be performed by said Teacher, the Board promises and agrees to pay Teacher the sum of \$\_\_\_\_\_ annually, payable as follows: \_\_\_\_\_.

This limited contract entered into at Ashland, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
**TEACHER**

\_\_\_\_\_  
**PRESIDENT, BOARD OF EDUCATION**

Please sign both copies. Retain the original and return the other to the Treasurer's office.

APPENDIX J-4      Notice as to Teacher's Salary

APPENDIX J-4

**NOTICE AS TO TEACHER'S SALARY**

**Crestview Local School District  
Ashland, Ohio**

TO: \_\_\_\_\_      DATE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONTRACT STATUS:**

\_\_\_\_ LIMITED  
\_\_\_\_ CONTINUING

The Board of Education of the Crestview Local School District, Richland County, Ohio, notifies you that your salary for the 20\_\_ - 20\_\_ will be \_\_\_\_\_ dollars.

Salary payable in bi-weekly installments.

BEGINNING \_\_\_\_\_, 20\_\_.

ENDING \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Degree

Basis of Computation

Degree Status: \_\_\_\_\_

Experience Level on Salary Schedule: \_\_\_\_\_

Revised Code Section 3319.12: Each Board of Education shall cause notice to be given annually not later than July 1 to each teacher who holds a contract valid for the succeeding year, as to the salary to be paid such teacher during such year.

APPENDIX K            Employment of Retired Teachers

APPENDIX K

***EMPLOYMENT OF RETIRED TEACHERS***

A teacher who has retired and is receiving retirement benefits from the State Teachers Retirement System (STRS) may be rehired by the Board. When rehired, they shall be a member of the bargaining unit and shall have all rights provided in this Agreement and by State law, except as are specifically superseded by this Appendix:

1. A teacher retired under STRS who is employed by Crestview Schools is not entitled to any severance pay.
2. An employed retired teacher under STRS will be placed on the teacher's salary schedule at the step determined by the Superintendent, but no lower than Step 5.
3. The salary for an employed retiree will reflect the most recent education level as indicated by the Negotiated Agreement.
4. An employed retired teacher under STRS will be placed on a one-year limited contract each year of employment. The teacher will be automatically non-renewed without formal Board action taken or notice given; but, the teacher may be offered another one-year contract.
5. At non-renewal, the Board of Education will post the position in accordance with the Collective Bargaining Agreement. If a retiree indicates an interest as a result of the posting, the Board of Education may notify the retiree of retention on the 11<sup>th</sup> day following posting, but not later than June 1<sup>st</sup>.
6. A retiree who is retained year-to-year shall advance on the salary schedule one year at a time.
7. Retirees may be evaluated according to procedures outlined in the Negotiated Agreement.
8. An employed retired teacher new to the district will be considered for the purposes of employment as a new employee subject to, but not limited to, fingerprinting. All employed retired teachers will be subject to Medicare deductions.
9. Employed retirees will begin with zero days of accumulated sick leave. They will be eligible to accumulate sick leave days and be eligible for personal leave days as provided in the Negotiated Agreement. Retirees will not be eligible to participate in the sick leave bank.
10. Retirees who are employed will be excluded from the tuition reimbursement, Article 812.
11. Article 607 (Just Cause Provision) shall not apply with respect to the non-renewal.

APPENDIX L      Job Position Request Form

APPENDIX L

JOB POSITION REQUEST FORM  
(*CONFIDENTIAL INFORMATION*)

NAME \_\_\_\_\_

DATE \_\_\_\_\_ BUILDING(S):      ES      MS      HS

Summer address: \_\_\_\_\_  
\_\_\_\_\_

Summer Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Summer e-mail: \_\_\_\_\_

Alternate contact: \_\_\_\_\_  
(Will always know how to get a message to me)

PRESENT ASSIGNMENT: \_\_\_\_\_

I wish to continue my present assignment.

If you checked above, you do not need to complete the rest of this form.

I do not want to continue my present assignment.

If given the opportunity, I would like to be considered for the position(s) listed below.

\_\_\_\_\_  
\_\_\_\_\_

Present areas of valid certification/licensure:

\_\_\_\_\_  
\_\_\_\_\_

PRESENT SUPPLEMENTAL ASSIGNMENT(S):

\_\_\_\_\_  
\_\_\_\_\_

I wish to continue my present supplemental assignment(s).

I do not wish to continue my present supplemental assignment(s).

If given the opportunity, I would like to be considered for the following supplemental assignment(s).

\_\_\_\_\_  
\_\_\_\_\_

*Please return to your building principal prior to check out.*

APPENDIX M OTES Evaluation Forms

APPENDIX M – Form 1

Ohio Teacher Evaluation System

Self-Assessment

**Self-Assessment Summary Tool**

**Directions:** Teachers should record evidence to indicate strengths and areas for growth for each standard. Then, look across all of the standards holistically and identify two priorities for the upcoming year. Note these two priorities with check marks in the far-right column.

Name:   
 Date:



Standard	Standard	Strengths	Areas for Growth	Priorities (Check 2)
Standard 1: Students	<ul style="list-style-type: none"> <li>• Knowledge of how students learn and of student development</li> <li>• Understanding of what students know and are able to do</li> <li>• High expectations for all students</li> <li>• Respect for all students</li> <li>• Identification, instruction and intervention for special populations</li> </ul>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Standard 2: Content	<ul style="list-style-type: none"> <li>• Knowledge of content</li> <li>• Use of content-specific instructional strategies to teach concepts and skills</li> <li>• Knowledge of school and district curriculum priorities and Ohio's Learning Standards</li> <li>• Relationship of knowledge within the discipline to other content areas</li> <li>• Connection of content to life experiences and career opportunities</li> </ul>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Standard 3: Assessment	<ul style="list-style-type: none"> <li>• Knowledge of assessment types</li> <li>• Use of varied diagnostic, formative and summative assessments</li> <li>• Analysis of data to monitor student progress and to plan, differentiate, and modify instruction</li> <li>• Communication of results</li> <li>• Inclusion of student self-assessment and goal-setting</li> </ul>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Standard 4: Instruction	<ul style="list-style-type: none"> <li>• Alignment to school and district priorities and Ohio's Learning Standards</li> <li>• Use of student information to plan and deliver instruction</li> <li>• Communication of clear learning goals</li> <li>• Application of knowledge of how students learn to instructional design and delivery</li> <li>• Differentiation of instruction to support learning needs of all students</li> <li>• Use of activities to promote independence and problem-solving</li> <li>• Use of varied resources to support learner needs</li> </ul>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Standard 5: Learning Environment	<ul style="list-style-type: none"> <li>• Fair and equitable treatment of all students</li> <li>• Creation of a safe learning environment</li> <li>• Use of strategies to motivate students to work productively and assume responsibility for learning</li> <li>• Creation of learning situations for independent and collaborative work</li> <li>• Maintenance of an environment that is conducive to learning for all students</li> </ul>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Standard 6: Collaboration & Communication	<ul style="list-style-type: none"> <li>• Clear and effective communication</li> <li>• Shared responsibility with parents/caregivers to support student learning</li> <li>• Collaboration with other teachers, administrators, school and district staff</li> <li>• Collaboration with local community agencies</li> </ul>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Standard 7: Professional Responsibility and Growth	<ul style="list-style-type: none"> <li>• Understanding of and adherence to professional ethics, policies and legal codes</li> <li>• Engagement in continuous, purposeful professional development</li> <li>• Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement</li> </ul>	<input type="text"/>	<input type="text"/>	<input type="text"/>



**Ohio Teacher Evaluation System**

**Professional Growth Plan**

**Professional Growth Plan**

As a result of the evaluation process, teachers and evaluators should focus on accelerating and continuing teacher growth through professional development. Professional development should be individualized to the needs of the teacher, and specifically relate to his/her areas of refinement as identified in the teachers' evaluation. The evaluator should recommend professional development opportunities, and support the teacher by providing resources (e.g., time, financial).

Self-Directed

Collaborative

Teacher

Evaluator

<p><b>Annual Focus</b>                      These are addressed by the evaluator as appropriate for this teacher:</p>	<p><b>Date</b>                      Record dates when discussed</p>	<p><b>Areas for Professional Growth</b>                      supports needed, resources, professional development</p> <p>Comments during conference with teacher and evaluator are made appropriate to the needs of the teacher.</p>
<p><b>Goal 1: Student Achievement/Outcomes for Students</b>                      Goal Statement: <input type="text"/></p> <p>Evidence Indicators: <input type="text"/></p>	<p><input type="text"/></p>	<p><input type="text"/></p>
<p><b>Goal 2: Teacher Performance on the Ohio Standards for the Teaching Profession</b>                      Goal Statement: <input type="text"/></p> <p>Evidence Indicators: <input type="text"/></p>	<p><input type="text"/></p>	<p><input type="text"/></p>

Evaluator Signature:

Date:

Teacher Signature:

Date:

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

Ohio Teacher Evaluation System

Classroom Walkthroughs and Informal Observations

## Classroom Walkthroughs / Informal Observation

An informal observation/ classroom walkthrough is a:

- Tool to inform evaluation that provides the opportunity to gather evidence of instruction over a series of short classroom visits;
- Process for giving targeted evidenced-based feedback to teachers; and
- Means for principals to visit classrooms more frequently and more purposefully.

An informal observation/ classroom walkthrough is not a(n):

- Formal observation;
- “Gotcha” opportunity for supervisors or evaluators;
- Isolated event; or
- Shortcut to the observation protocol required as part of the teacher evaluation process.

Classroom walkthroughs/ informal observations, as part of the teacher evaluation system, may be general in nature or focused on observing a specific aspect of teacher performance. Summary data collected through a series of walkthroughs along with evidence documented through formal observations will come together to inform the teachers' summative performance rating: *Ineffective, Developing, Skilled or Accomplished*.

## Guidelines for Informal Classroom Observations

### Informally Observe All Teachers

All teachers benefit from informal classroom observations. Informal observations should last from 15 to 20 minutes; therefore, conduct only as many observations in a day as you can follow up with on either the same or next day. Teachers need and deserve some type of immediate feedback.

### Informally Observe As Often As You Can

The principal's presence in the classroom sends a positive message to teachers: *the principal cares*. Including informal classroom observation as a school-wide initiative requires consistency and frequency. Find times in the day to observe teachers at varying times of the day: *for most teachers, what occurs in the morning is much different than what occurs in the afternoon*.

### Focusing on One or Two Areas

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

**Ohio Teacher Evaluation System**

**Classroom Walkthroughs and Informal Observations**

**Make Time to Follow Up**

Follow-up communication to informal classroom observations is a critical component. Follow-up will often be in writing but the evaluator should extend to the teacher an invitation to discuss any comments provided face-to-face. The evaluator may also offer resources to help teachers refine their practice.

**Teacher Driven Observations**

While it is recognized that evaluators have many demands on their time, encouraging teachers to identify instructional periods for the evaluator to observe can be a means for the evaluator to collect evidence related to a specific focus the teacher and evaluator may be working on.

**Types of Data**

Data collected as evidence of teacher practice may be quantitative, qualitative, or a combination of both. Quantitative data includes frequencies, distributions and other counts or tallies. For example the observer could use a checklist to tally how many questions were asked of children in the front row or children who had their hands raised versus not. The evaluator might also chart the types of questions asked (higher versus lower levels). Qualitative data can include scripted notes detailing patterns of activities, vocabulary used, and events observed. In both cases accuracy is essential to ensure the credibility of the process and the evaluator.

**Informal Observation: General Form**

Teacher Name:  Grade(s)/Subject Area(s):  Date:

Evaluator Name:  Time Walkthrough Begins:  Time Walkthrough Ends:

**Directions:** This form serves as a record of an informal walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation. This record, along with records of additional informal observations, will be used to inform the summative evaluation of the teacher.

EVALUATOR OBSERVATIONS	
<input type="checkbox"/> Instruction is developmentally appropriate	<input type="checkbox"/> Lesson content is linked to previous and future learning
<input type="checkbox"/> Learning outcomes and goals are clearly communicated to students	<input type="checkbox"/> Classroom learning environment is safe and conducive to learning
<input type="checkbox"/> Varied instructional tools and strategies reflect student needs and learning objectives	<input type="checkbox"/> Teacher provides students with timely and responsive feedback
<input type="checkbox"/> Content presented is accurate and grade appropriate	<input type="checkbox"/> Instructional time is used effectively
<input type="checkbox"/> Teacher connects lesson to real-life applications	<input type="checkbox"/> Routines support learning goals and activities
<input type="checkbox"/> Instruction and lesson activities are accessible and challenging for students	<input type="checkbox"/> Multiple methods of assessment of student learning are utilized to guide instruction
<input type="checkbox"/> Other: <input type="text"/>	<input type="checkbox"/> Other: <input type="text"/>

**Evaluator Summary Comments:**

**Recommendations for Focus of Informal Observations:**

Evaluator Signature:

Photocopy to Teacher

### Informal Observation: Open-Ended Form

Teacher Name:  Grade(s)/Subject Area(s):  Date:

Evaluator Name:  Time Walkthrough Begins:  Time Walkthrough Ends:

TIMES	OBSERVATIONS
<input type="text"/>	
<input type="text"/>	
<input type="text"/>	
<input type="text"/>	
<input type="text"/>	
<input type="text"/>	

**Evaluator Summary Comments:**

Evaluator Signature:

Photocopy to Teacher

Ohio Teacher Evaluation System

Assessment of Teacher Performance

**Teacher Performance Evaluation Rubric**

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

Teacher Name:

Date:

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

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INSTRUCTIONAL PLANNING					
		<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
<b>INSTRUCTIONAL PLANNING</b>	<p><b>PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS</b> (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference</p>	<p>The teacher's lesson does not build on or connect to students' prior knowledge, or the teacher may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.</p>	<p>The teacher makes an attempt to connect the lesson to students' prior knowledge, to previous lessons or future learning but is not completely successful.</p>	<p>The teacher makes clear and coherent connections with students' prior knowledge and future learning—both explicitly to students and within the lesson.</p> <p>The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.</p>	<p>The teacher uses the input and contributions of families, colleagues, and other professionals in understanding each learner's prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers as well as prepares opportunities for students to apply learning from different content areas to solve problems.</p> <p>The teacher plans and sequences instruction that reflects an understanding of the prerequisite relationships among the important content, concepts, and processes in school and district curriculum priorities and in state standards as well as multiple pathways for learning depending on student needs. The teacher accurately explains how the lesson fits within the structure of the discipline.</p>
	<b>Evidence</b>				

INSTRUCTIONAL PLANNING					
		<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
<b>INSTRUCTIONAL PLANNING</b>	<p><b>KNOWLEDGE OF STUDENTS</b> (Standard 1: Students)</p> <p><i>Sources of Evidence:</i> Analysis of Student Data Pre-Conference</p>	<p>The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information.</p> <p>The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.</p>	<p>The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.</p> <p>The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.</p>	<p>The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.</p> <p>The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.</p>	<p>The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information.</p> <p>The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans.</p> <p>The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.</p>
	<b>Evidence</b>				

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



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Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
	<p style="text-align: center;"><b>RESOURCES</b> (Standard 2: Content; Standard 4: Instruction)</p> <p style="text-align: center;"><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.</p>	<p>The teacher uses appropriate instructional materials to support learning goals, but may not meet individual students' learning styles/needs or actively engage them in learning.</p>	<p>instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.</p>	<p>instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning.</p>
	<b>Evidence</b>				

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

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

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

**Ohio Teacher Evaluation System**

**Planning for the Post-Observation Conference**

**Post Conference Planning**

- The goal for the conference leader is to cognitively coach the teacher through the use of reflective questions.
- Record 3 reflective questions you would ask the teacher aligned to the area of reinforcement.
  1.
  2.
  3.
- Record 3 reflective questions you would ask the teacher aligned to the area of refinement.
  1.
  2.
  3.

**Four Key Elements of the Instructional Post-Conference**

Conducting the Post-Conference:

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

Ohio Teacher Evaluation System

**Final Summative Rating**

**Final Summative Rating of Teacher Effectiveness**

<b>Proficiency on Standards 50%</b>	<b>INEFFECTIVE</b>	<b>DEVELOPING</b>	<b>SKILLED</b>	<b>ACCOMPLISHED</b>	
<b>Cumulative Performance Rating (Holistic Rating using Performance Rubric)</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<i>Areas of reinforcement/ refinement:</i> <input type="checkbox"/>					
<b>Student Growth Data 50%</b>	<b>LEAST EFFECTIVE</b>	<b>APPROACHING AVERAGE</b>	<b>AVERAGE</b>	<b>ABOVE AVERAGE</b>	<b>MOST EFFECTIVE</b>
<b>Student Growth Measure of Effectiveness</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Areas of reinforcement/ refinement:</i> <input type="checkbox"/>					
<b>Final Summative (Overall) Rating</b>	<b>INEFFECTIVE</b>	<b>DEVELOPING</b>	<b>SKILLED</b>	<b>ACCOMPLISHED</b>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Check here if Improvement Plan has been recommended.

Teacher Signature  Date   
 Evaluator Signature  Date

The signatures above indicate that the teacher and evaluator have discussed the Summative Rating.  
 Note: The teacher may provide additional information to the evaluator within 10 working days of the receipt of this form, and may request a second conference with the evaluator. Any additional information will become part of the summative record. Challenges may be made according to the local contract agreement.

**Ohio Teacher Evaluation System**

**Improvement Plan**

**Improvement Plan**



Teacher Name: \_\_\_\_\_ Grade Level/ Subject: \_\_\_\_\_

School year: \_\_\_\_\_ Building: \_\_\_\_\_ Date of Improvement Plan Conference: \_\_\_\_\_

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

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

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

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

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

### Improvement Plan (continued)

#### Section 3: Specific Plan of Action

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

Actions to be Taken	Sources of Evidence that Will Be Examined
[Redacted]	[Redacted]

#### Section 4: Assistance and Professional Development

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

[Redacted]

Date for this Improvement Plan to Be Evaluated: [Redacted]

Teacher's Signature: [Redacted] Date: [Redacted]

Evaluator's Signature: [Redacted] Date: [Redacted]

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



Ohio Teacher Evaluation System

Improvement Plan

Improvement Plan: Evaluation of Plan

Teacher Name: \_\_\_\_\_ Grade Level/ Subject: \_\_\_\_\_  
School year: \_\_\_\_\_ Building: \_\_\_\_\_ Date of Evaluation: \_\_\_\_\_

The improvement plan will be evaluated at the end of the time specified in the plan. Outcomes from the improvement plan demonstrate the following action to be taken;

- Improvement is demonstrated and performance standards are met to a satisfactory level of performance\*
- The Improvement Plan should continue for time specified: \_\_\_\_\_
- 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.*

Teacher's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

**Ohio School Counselor Evaluation System**

**Self-Assessment**

**Self-Assessment Summary Tool**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Ohio School Counselor Evaluation System**

**Professional Growth Plan**

**Professional Growth Plan**

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

School Counselor Name:  Evaluator Name:   Self-Directed  Collaborative

Goal One	<i>Choose the Standard(s) aligned to the goal. These are addressed by the evaluator as appropriate for this school counselor.</i>			
	<input type="checkbox"/> Comprehensive School Counseling Program Plan <input type="checkbox"/> Direct Services for Academic, Career, and Social/Emotional Development <input type="checkbox"/> Indirect Services		<input type="checkbox"/> Evaluation and Data <input type="checkbox"/> Leadership and Advocacy <input type="checkbox"/> Professional Responsibility, Knowledge & Growth	
	Goal Statement Demonstrating Performance on Standards	Action Steps & Resources to Achieve Goal	Evidence Indicators	Dates Discussed
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Goal Two	<i>Choose the domain(s) aligned to the Metric of Student Outcomes goal.</i>			
	<input type="checkbox"/> Academic <input type="checkbox"/> College/Career <input type="checkbox"/> Social/Emotional			
	Goal Statement Demonstrating Ability to Produce Positive Student Outcomes	Action Steps & Resources to Achieve Goal	Evidence Indicators	Dates Discussed
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Comments:

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

**Ohio School Counselor Evaluation System**

**Optional Form: Student Metrics**

**Optional Form to Demonstrate a Positive Student Outcome Using Student Metrics**

This section of the model outlines the possible process a school counselor and evaluator might follow to determine the metric(s) of student outcomes and demonstrate a positive student outcome for the Ohio School Counselor Evaluation System.

**Step One: Identify Domain Focus Area(s):**

Identify the student domain area(s) in the district, building, cohort, or grade level(s) based on needs.

*Example: School counselor data from 2015-2016 showed that the incoming seventh grade cohort had on average the highest number of interpersonal student conflicts. Domain: Social/Emotional*

**Step Two: Identify Desired Student Outcome(s)**

Based on identified focus areas of need (step one), develop student outcome goal(s).

*Example: In 2016-2017, Smart Middle School data will show a reduction in the average number of interpersonal student conflicts among the seventh grade cohort by April 2017.*

**Step Three: Determine the Metric(s) of Student Outcomes**

Determine the measurement data to be used to demonstrate a change in student knowledge, skills or behavior.

*Example: Office Referrals (disaggregated to show the number of incidents of interpersonal conflict among seventh grade students). Peer Mediation Log Data (disaggregated to show the number of interpersonal conflicts mediated among seventh grade students). Survey data to show the number of students using mediation techniques to solve conflicts.*

**Step Four: Relevant school counselor activities/interventions**

Describe activities, lessons or interventions the school counselor will implement and monitor to achieve the desired student outcome(s).

*Example: The school counselor will train peer mediators and hold weekly sessions to support positive peer relations among seventh grade students. The school counselor will design and distribute an online survey to seventh grade students to assess their knowledge and use of conflict resolution techniques at the beginning of the school year 2016-2017 and again in the spring.*

**Step Five: Monitoring**

Over the course of the school year, monitor progress made on each metric of student outcomes.

*Example: The school counselor reviews data in November 2016 and February 2017 to note changes. Additionally, school counselor collects informal data from the peer mediation weekly sessions in November 2016 and February 2017, and he or she reviews the peer mediation logs for trends and patterns.*



**Step Six: Analyze Results and Report Results**

At the end of the evaluation process, determine the impact for each student outcome.

*Example: 2015-2016 school counselor data revealed that on average the incoming seventh grade cohort had 12 interpersonal student conflicts per month; in April 2017 data revealed that the seventh grade cohort had seven interpersonal student conflicts per month. Informal data from the peer mediation weekly sessions revealed that students reported using peer mediation to solve interpersonal student conflicts more frequently. Survey data showed that seventh grade students increased both their knowledge and use of conflict resolution strategies during the year.*





**Ohio School Counselor Evaluation System**

**Informal Observations**

**Informal Observation: Open-Ended Form**

School Counselor Name:

Activity Observed:

Date:

Evaluator Name:

Time Informal Observation Begins:

Time Informal Observation Ends:

*Directions: This form serves as a record of an informal walkthrough by the school counselor's evaluator. The evaluator will likely not observe all areas of the performance rubric in one informal observation. This record, along with additional informal and formal observations, will be used to inform the summative evaluation of the school counselor.*

TIMES	OBSERVATIONS
<input type="text"/>	
<input type="text"/>	
<input type="text"/>	
<input type="text"/>	
<input type="text"/>	

**Evaluator Summary Comments:**

Evaluator Signature

Photocopy to School Counselor

## Ohio School Counselor Evaluation System

### Pre- and Post- Conference Questions

#### Pre-Observation Planning and Post-Observation Resource Questions

The following sample questions are intended to guide thinking and conversation. All questions will not apply to all observations. The purpose of the pre-observation conference and post-observation conference is to promote communication, understanding and reflection of professional practices.

##### Pre-Observation

- What are your goals for the school counseling program?
- What do you want to accomplish for the observation?
- How will you know if you accomplish your goals for the observation?
- How will your actions support the overall plan for the school counseling program?
- What could I observe you doing on a typical day?
- What is the rationale and context for what I will observe?
- What made you choose this particular activity?
- How will you prepare for the activity?
- What prior knowledge does the participant need to have for this activity?
- How can you get immediate feedback to make sure the participants understand the most important parts of your presentation?
- Discuss ways you meet the needs of students through individual planning.
- How will you help students develop skills for personal or social success?
- What collaboration might you have with colleagues in preparation for the observation?
- What might be some strategies for collaboration with colleagues inside and outside of your department?
- What outcome are you focused on?
- How do you plan to help students develop skills for academic success, career development, personal or social success?
- What data do you plan to collect that monitor's student progress?
- How will you know that students demonstrate positive outcomes as a result of your work with them?

##### Post-Observation

- What do you feel was the strongest point of the observation? Why?
- To what extent do you think you accomplished your goals for the observation? How do you analyze and reflect on your work? In reflecting on this observation, what feedback would you give yourself?
- What would you do differently for the next observation in an attempt to accomplish your goals?
- How has monitoring data help improve student outcomes?
- After the observation, what will be your next steps?
- What would you most like to improve?
- What are some thoughts about providing responsive services to meet student needs?
- Discuss ways you could meet the needs of students through systems support.
- Discuss ways in which you can advocate for different groups of students.
- How can I as the evaluator help you reach your goals for the program?

**Ohio School Counselor Evaluation System**

**Assessment of School Counselor Performance**

**School Counselor Evaluation Rubric**

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

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

<b>Standard Two: Direct Services for Academic, Career and Social/Emotional Development – School counselors develop a curriculum, offer individual student planning and deliver responsive services to assist students in developing and applying knowledge, skills and mindsets for academic, career and social/emotional development.</b>				
	<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
	The school counselor lacks knowledge of academic program and/or does not deliver counseling, activities, and/or experiences that support students' academic progress and goals.	The school counselor uses knowledge of the academic program to plan and deliver counseling, activities and/or experiences that support students' academic progress and goals.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' academic progress and goals and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to support students' academic progress and goals and makes adjustments as needed.
	The school counselor does not deliver developmentally appropriate counseling, activities, and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor inconsistently or ineffectively provides developmentally appropriate counseling, activities and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to enhance students' and parents/guardians' awareness of Ohio-specific college, career and education options and resources and 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.
<b>Evidence</b>	■	■	■	■

Collective Bargaining Agreement between Crestview Local Board of Education and Crestview Teachers Association  
Effective July 1, 2018 through June 30, 2021

<b>Standard Three: Indirect Services: Partnerships and Referrals – School counselors collaborate and consult with school personnel, parents/guardians, community partners and agencies/organizations to coordinate support for all students.</b>				
	<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
	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 their success, but has limited success.	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 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.
<b>Evidence</b>				

Collective Bargaining Agreement between Crestview Local Board of Education and Crestview Teachers Association  
Effective July 1, 2018 through June 30, 2021

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

Collective Bargaining Agreement between Crestview Local Board of Education and Crestview Teachers Association  
Effective July 1, 2018 through June 30, 2021

<b>Standard Five: Leadership and Advocacy – School Counselors lead school efforts and advocate for policies and practices that support an equitable, safe, inclusive and positive learning environment for all students.</b>				
	<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
	The school counselor does not attempt to establish professional relationships within the school through communication, teamwork and collaboration.	The school counselor attempts to establish professional relationships within the school through communication, teamwork and collaboration with limited success.	The school counselor establishes and maintains professional relationships within and outside of the school through communication, teamwork and collaboration.	The school counselor establishes and strengthens strategic professional relationships within and outside of the school through communication, teamwork and collaboration.
	The school counselor does not advocate for nor responds to the needs of diverse populations.	The school counselor attempts to respond to the needs of diverse populations and has demonstrated progress in promoting an inclusive, responsive and safe school environment for its diverse members.	The school counselor effectively advocates for and responds to the needs of diverse populations, resulting in a positive impact on practices that promotes an inclusive, responsive and safe school environment for its diverse members.	The school counselor effectively advocates for practices within and outside of the school community and proactively addresses the changing needs of diverse populations resulting in a positive impact that promotes an inclusive, responsive and safe school environment for its diverse members.
	The school counselor is unable to identify community, environmental and institutional factors that enhance or impede development and does not advocate for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or 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.

<b>Evidence</b>				
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Collective Bargaining Agreement between Crestview Local Board of Education and Crestview Teachers Association  
Effective July 1, 2018 through June 30, 2021

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

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



## Ohio School Counselor Evaluation System

### Planning for the Post-Observation Conference

#### Post Conference Planning

The goal for the conference leader is to cognitively coach the school counselor through the use of reflective questions. Record three reflective questions you would ask the school counselor that align with the area of reinforcement.

1.
2.
3.

Record three reflective questions you would ask the school counselor that align with the area of refinement.

1.
2.
3.

#### Four Key Elements of the Post-Conference

1. Introduction/Greeting/Establish Length:
  - Review conference process
  - General impression question: "How do you think the activity went?"
  
2. Reinforcing the School Counselor:
  - Identify an area of reinforcement (ONLY one area)
  - Ask self-analysis question
  - Provide evidence from notes
  
3. Refining the School Counselor's Skill:
  - Identify an area of refinement (ONLY one area)
  - Ask self-analysis question
  - Provide evidence from notes
  - Give a recommendation for future practice

Present evidence and rating connected to the rubric

**Ohio School Counselor Evaluation System**

**Final Summative Rating**

**Final Summative Rating of School Counselor Effectiveness**

Once you determine a rating for each of the rubric areas, based on the available evidence from multiple interactions, look at the larger picture of performance across all areas of the rubric. Although all areas are important for effective school counseling practice, you may find it appropriate to more strongly weight patterns of behavior in one area over another. The key point is that the evaluator should consider no one area in isolation, but should analyze each in relation to all other areas of performance. Determine which of the four performance levels is most appropriate for the school counselor based on this holistic process.



Rubric Areas	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
Standard 1: Comprehensive School Counseling Program Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Standard 2: Direct Services for Academic, Career and Social/Emotional Development	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Standard 3: Indirect Services: Partnerships and Referrals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Standard 4: Evaluation and Data	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Standard 5: Leadership and Advocacy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Standard 6: Professional Responsibility, Knowledge and Growth	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Metrics of Student Outcomes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Area of reinforcement: <input type="checkbox"/>		Area of refinement: <input type="checkbox"/>		
Final Summative (Overall) Rating	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Check here if Improvement Plan has been recommended.

School Counselor Signature  \_\_\_\_\_

Date  \_\_\_\_\_

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

Date  \_\_\_\_\_

**Ohio School Counselor Evaluation System**

**Improvement Plan**

**Improvement Plan**

Written improvement plans are to be developed when a school counselor receives an overall Ineffective rating. In addition, districts have discretion to place a school counselor on an improvement plan at any time based on deficiencies in any individual component of the evaluation system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

School Counselor Name: [Redacted]  
 School Year: [Redacted]

Date of Improvement Plan Conference: [Redacted]  
 Building: [Redacted]

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

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

**Section 2: Desired Level of Performance** – List specific measurable goals to improve performance. Indicate what each goal will measure.

Goal(s)	Level of Performance Specifically Describe Successful Improvement Target(s)	Starting Date	Ending Date
[Redacted]	[Redacted]	[Redacted]	[Redacted]

**Ohio School Counselor Evaluation System**

**Improvement Plan**

**Improvement Plan (continued)**

**Section 3: Specific Plan of Action**

Describe in detail specific plans of action that the school counselor must take to improve his or her performance. Indicate the sources of evidence that the evaluator will use to document completion of the improvement plan.

Actions to be Taken	Sources of Evidence that Will Be Examined
█	█

**Section 4: Assistance and Professional Development**

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

█

Date for this Improvement Plan to Be Evaluated: █

School Counselor's Signature: \_\_\_\_\_ Date: █

Evaluator's Signature: \_\_\_\_\_ Date: █

**Ohio School Counselor Evaluation System**

**Improvement Plan**

**Improvement Plan: Evaluation of Plan**

School Counselor Name: [ ]  
School Year: [ ]

Date of Evaluation: [ ]  
Building: [ ]

The improvement plan will be evaluated at the end of the time specified in the plan and will result in one of the following actions:

- Improvement demonstrated and professional standards met a satisfactory level of performance.
- Continue with the Improvement Plan for a specified amount of time. Date: [ ]
- Recommend dismissal.

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's Signature: \_\_\_\_\_

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

Evaluator's Signature: \_\_\_\_\_

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

\* The level of performance varies depending on school counselor's years of experience.

**STATEMENT OF MUTUAL CONCERN: NEED FOR COLLABORATION**

Statement of Mutual Concern: Need for Collaboration

/The CTA and the Board have agreed that collaboration time for teachers is a vital part of the instructional week. Without committing to contract language, the Board agrees to collaboration time for K-8 teachers and is willing to commit financial resources to this effort beginning with the 1999-2000 school year. Both parties agree to review this issue periodically if so requested by either party.

Date 4-23-99

Time 7:26 PM

For the Board s/Steven E. Willeke

For the Association s/Peggy J. Elchert