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**NEGOTIATED AGREEMENT**

**between the**

**WELLINGTON EDUCATION ASSOCIATION**

**and the**

**WELLINGTON EXEMPTED VILLAGE SCHOOL DISTRICT  
BOARD OF EDUCATION**

**JULY 1, 2019**

**TO**

**JUNE 30, 2022**

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**NEGOTIATED AGREEMENT BETWEEN THE WELLINGTON  
EDUCATION ASSOCIATION AND THE WELLINGTON EXEMPTED  
VILLAGE SCHOOL DISTRICT BOARD OF EDUCATION**

**ARTICLE I – RECOGNITION**

- A. The Wellington Exempted Village School District Board of Education (hereinafter referred to as the Board) recognizes the Wellington Education Association, an OEA/NEA local (hereinafter referred to as the Association), as the exclusive bargaining representative for all certified teachers. Substitutes, aides, tutors, psychologists, non-certified personnel, and all administrative and supervisory staff are specifically excluded from the bargaining unit.
- B. No Association member will also serve as an administrator or supervisor with the authority to evaluate or provide input into another member's evaluation, or play any role in the discipline of another bargaining unit member.
- C. Part-time Definition: Part-time employees shall be those that work less than seven (7) hours or who work less than the minimal standard one hundred twenty (120) work days in a work year.

**ARTICLE II – NEGOTIATIONS PROCEDURE**

- A. Either the Association or the Board may initiate negotiations by letter of submission to the other party no earlier than January 15 in the year the contract expires. The party receiving the intent to bargain letter shall respond within ten (10) working days. The parties will then mutually establish the date for the first negotiations meeting. At any negotiating session, either party may be represented by no more than five (5) representatives.
- B. Each party shall present its initial proposal in its entirety at the first regular negotiating session. Thereafter, new items may be presented only upon the consent of the other party. Count proposals may be presented at any negotiating session.
- C. If, after sixty (60) calendar days from the first negotiation session, agreement has not been reached on all items under negotiation, either party may call for the services of the Federal Mediation and Conciliation Services to assist in negotiations. If a party calls for mediation involvement, the other party shall not refuse to participate in mediation. In the event that the services of a mediator are called upon, the mediation process shall last for a minimum of fifteen (15) days or until the expiration date of the Agreement, whichever is less, unless an extension of time is mutually agreed upon.
- D. The Board and the Association agree that the aforementioned Federal Mediation shall supersede all other dispute settlement procedures contained in Section 4117.14 O.R.C.

The Board further agrees that the teachers have the right to strike under Section 4117.14 as limited by 4117.15 and 4117.18C of the Revised Code.

- E. If during the life of the Contract, bargaining is necessary due to impact, severability, or a specified re-opener provision in the Contract, said bargaining shall be in keeping with the bargaining procedures set forth in ORC 4117.
- F. Unless mutually agreed by both parties, bargaining shall occur during the normal work week beginning at noon each day.

### **ARTICLE III – EMPLOYMENT RIGHTS**

#### 3.01 Teacher Rights

The following rights apply to all teachers employed under regular teaching contracts by the District:

- A. The Board will follow the provision of the Ohio Revised Code relevant to the issuance of regular teaching contracts except that a bargaining unit member shall be required to sign said teaching contract.
- B. After three (3) one (1) year contracts of successful teaching service in the Wellington Exempted School District a bargaining unit member shall be offered a limited contract of two (2) years duration until such time as said bargaining unit member may be eligible for a continuing contract.
- C. An employee who believes that he or she is eligible for continuing contract status tenure must inform the Superintendent in writing of his or her eligibility on or before September 15<sup>th</sup> of the school year in which the employee is eligible for consideration. If an employee fails to give notice to the Superintendent in accordance with this section, the employee is eligible to receive only a one (1) or two (2) year extended limited contract. That employee must re-submit his or her information to the Superintendent at or near the expiration of said limited contract in accordance with this section for consideration thereafter. The provisions of this section take precedence over and supersede Revised Code 3319.11.
  - a. Current contract is up for renewal.
  - b. Teacher must hold a professional educator license, senior professional educator license, or lead professional license.
  - c. The teacher has held an educator license for at least seven (7) years.
  - d. The teacher has completed either of the following:



- i. If the teacher did not hold a master's degree at the time of initially receiving an educator license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license.
  - ii. If the teacher held a master's degree at the time of initially receiving an educator license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license.
- e. The teacher must have taught within the District for at least three (3) out of the last five (5) years.
- D. All teachers shall have free admission to all regularly scheduled home athletic events. If performing an assigned duty, a teacher shall be allowed free admission for one (1) accompanying family member.
- E. The Board shall provide space in each school building for a teachers' lounge.
- F. It is the responsibility of all teachers to maintain all teaching certificates and licenses required for employment.
- G. Personal telephone calls will be limited to urgent necessity and will not interfere with teaching duties.
- H. The Board will take no reprisals against teachers for the participation in any of its lawful activities. Neither will the Association take such reprisals against any employee of the Board.
- I. No teacher will be employed by the Board with the condition that he/she agree to waive his/her contractual rights prior to receiving a contract, except that notification time limits found in Article XV – Reduction In Force shall be waived for teachers employed in positions funded by State or Federal grants.
- J. The Board shall provide every teacher, upon request, a key to that teacher's assigned building, classroom, and copier room.

### 3.02 Association Rights

The following sole and exclusive rights shall be granted to the Association:

- A. The Association shall be granted use of the bulletin board in teachers' lounge in the school system.

- B. The Association shall be granted use of school buildings and facilities pursuant to the building use permit procedure.
- C. The President of the Association shall have the opportunity to speak to new teachers during the new teacher orientation program.
- D. The Association shall be permitted to use teacher mail boxes and the inter-school mail system.
- E. The President of the Association shall be provided with the names of newly hired teachers by the Superintendent as soon as possible.
- F. The President of the Association shall be provided with the Board's Agenda, approved minutes, and other documents given to the Board's representatives at the same time said information is mailed to the Board.
- G. The Association through its President or his/her designee shall be allowed to visit the schools. Upon his/her arrival, he/she shall notify the principal of his/her presence. The visits to the schools must not interfere with duties assigned by the Board and Administration or with the educational program of the school.
- H. The Association shall be granted Board paid Association leave for the purpose of carrying out the business of the Association, not to exceed a unit total of eight (8) days per school year. The Superintendent shall be notified at least five (5) workdays in advance of Association leave. All Association leave days will be approved by the President of the Association. Employees shall turn in a form for Association Leave to the Treasurer's Office indicating the days of leave and that the Association President has approved the leave.

### 3.03 Superintendent's Council

- A. The Association President and one (1) Association Representative elected by each building staff shall serve on an Advisory Council to meet with the Superintendent, principals, supervisors and Treasurer. The Council shall meet monthly at a mutually agreed time and place (October through April). Additional meetings shall be scheduled as deemed necessary by the members of the Council.
- B. The purpose of the Council will be to review and discuss current educational concerns and problems. This Council shall not make changes in Board policy nor will it consider subjects which are mandatory subjects of bargaining according to the contract or ORC 4117.
- C. The agenda will be developed jointly by the Association President and the Superintendent, and one member of the committee shall be responsible to make a record of any decisions reached by the Council. A copy of this record shall be

provided to both the Superintendent and the Association President prior to the next meeting.

### 3.04 Equal Rights

The parties to this Agreement jointly pledge that provisions of this Agreement shall be applied uniformly to all teachers without regard to race, color, religion, sex, or national origin.

### 3.05 Teacher Authority

A. Student Behavior – During each school year, the administration and faculty of each building shall mutually develop or review a student handbook in conjunction with Board Policy.

#### B. Disciplinary Rights

1. The teacher shall have the right consistent with the student handbook to discipline pupils for acts which are detrimental to the good order in accordance with the best interest of the school.
2. The Administration shall give full support and assistance to professional staff members with respect to the maintenance of control and discipline in the classroom.
3. In the case of an emergency or when immediate action is called for, teacher shall have the right to protect himself/herself, other students, teachers, administrators, persons and property.

#### C. Gross Misconduct

1. Whenever a student fails to respond to a teacher's reasonable request to refrain from activities which seriously damage the learning atmosphere in the classroom, disciplinary action will be taken by the classroom teacher. If the teacher's disciplinary attempts are not successful, action will be taken by the Building Principal.
2. The term classroom, in this section, shall be defined as any and all areas for which a teacher has been assigned and/or any and all areas of school property wherein a teacher may be present.
3. Any student who commits assault upon a teacher shall be removed from the classroom immediately, upon the request of the teacher. Any student who commits battery upon a teacher shall be removed from all classroom activities immediately.

4. A student having committed battery upon a teacher shall not be reassigned to that teacher's class without the prior knowledge and consent of the teacher as long as the teacher has filed charges with the proper legal authority and the student's assignment is in conformance with IDEA.
5. If the penalties stipulated in the school's student handbook are changed or reduced, the affected teacher will be notified of any change, if possible. If the principal is not able to notify the teacher prior to any change, the principal shall review the reasons of his/her decision with the teacher as soon as practical so long as such notice does not violate the Family Educational Rights and Privacy Act.
6. If an action taken against a student for gross misconduct subsequently results in a court order reinstating the student, the court order will be reviewed with the affected staff member(s) and then followed.
7. To comply with Federal and State student privacy laws, nothing in Section 3.05 shall be grievable.
8. Nothing in the provisions set forth in this section shall abridge the federally protected rights of any special education student.

#### **ARTICLE IV – BOARD RIGHTS**

The Board hereby retains and preserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities not specifically abridged by the Negotiated Agreement or by O.R.C. 4117 whether they be inherent or conferred upon and vested in by the laws and the Constitution of the State of Ohio and of the United States, including but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system, its properties and facilities, and of the work-related activities of its teachers;
- B. To hire all teachers and to determine qualifications and conditions for continued employment, dismissal, and demotion; and to promote and transfer all such teachers;
- C. To establish grades K-12 and courses of instruction, including special programs; and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board;
- D. To decide upon the means and methods of instruction and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

## ARTICLE V – GRIEVANCE PROCEDURE

### 5.01 Purpose

The purpose of this procedure is to resolve the grievance at the lowest possible level. Both parties agree that grievances will be processed as expeditiously as possible and that all proceedings will be handled in a confidential manner.

### 5.02 Definitions

- A. Grievance shall mean a claim by a teacher(s) or the Association that there has been a violation, misinterpretation, or misapplication of the language of the negotiated agreement.
- B. Class Action Grievance shall be a grievance that affects more than one (1) teacher in the bargaining unit.
- C. Grievant shall be the Association or teacher(s) initiating the grievance.
- D. Appropriate Supervisor, for purposes of this article, shall mean the lowest level administrator having the authority to resolve the grievance.
- E. Days shall mean actual workdays during the school year. During the summer, when school is not in session, days shall be Monday through Friday, excluding holidays.

### 5.03 Procedure

- A. Step I - Within twenty (20) days of when the grievant knew or should have known of the act giving rise to the grievance, the grievant shall discuss the situation with the appropriate supervisor and attempt to resolve the grievance informally. If the grievance is not resolved during the informal step, the grievant may file a written grievance with the appropriate supervisor within five (5) days of the informal meeting.
- B. Step II - The appropriate supervisor shall arrange and hold a meeting within ten (10) days of receipt of the written grievance. The Association representative, grievant, and administrator may present evidence to sustain their positions.

Within ten (10) days of the conclusion of the meeting, the appropriate Supervisor shall forward his/her written response to the Association President or grievance representative and the grievant.

If the Association and grievant are not satisfied with the appropriate supervisor's response, the Association representative or grievant may file, within ten (10) days, a written form to proceed to Step III.

- C. Step III. - Within ten (10) days of the filing of the form, the Superintendent or his/her designee shall arrange and conduct a meeting within ten (10) days of receipt of the written grievance. The Association representative, grievant, and Administrator may present evidence to sustain their positions.

Within ten (10) days after the meeting, the Superintendent or his/her designee shall provide a written response to the Association and grievant. If the Superintendent was the administrator rendering the disposition in Step II, then this step will be waived.

- D. Step IV – If the Association is not satisfied with the Step III response, the Association shall, within ten (10) days of receipt of the Step III response, notify the Superintendent of its intent to proceed to arbitration.

#### 5.04 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 Voluntary Rules and Regulations of the American Arbitration Association.

#### 5.05 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. In addition, the arbitrator shall have no authority to determine any other issue 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 and its representatives, the grievant, and the Association.

#### 5.06 Costs of Arbitration

The costs of the hearing room shall be shared equally by the Board and the Association. The fees and expenses of the arbitrator shall be paid by the loser of the arbitration hearing.

#### 5.07 Miscellaneous

- A. All communications regarding grievances shall be reduced to writing. Such communications shall be either hand delivered with a request for a signature or mailed by certified mail, with a return receipt requested.
- B. 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 qualified persons

to attend. All parties shall be permitted to attend a grievance meeting or arbitration hearing with no loss of pay or benefits.

- C. No reprisals or recriminations shall be taken against any teacher who files a grievance or who takes part in a grievance
- D. A grievance may be withdrawn in writing by the Association at any time without prejudice.
- E. The grievant has the right to Association representation at all meetings and hearings involving the grievance.
- F. The Association has the exclusive right to file grievances, decide whether to proceed to the arbitration step of the grievance procedure, and to be present for the adjustment of any and all grievances.
- G. Grievance forms shall be exhibited in Appendix B of this contract.
- H. 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.
- I. Failure of the grievant to comply with timelines shall be cause for the grievance to be dismissed.
- J. Failure of the administration to comply with the timelines shall result in the grievance being advanced to the next step.

## **ARTICLE VI – LEAVES**

Each employee is required to use the Board-approved leave program to apply for any type of leave.

### 6.01 Assault Leave

- A. The Board shall grant assault leave to a teacher for physical injuries and/or mental injuries from a physical attack occurring within the course of employment and resulting in the teacher's inability to perform assigned duties. Assault leave shall not exceed sixty (60) days.
- B. The teacher will be maintained on full pay status, minus workers' compensation or other disability compensation.
- C. The attending physician must furnish a certificate stating the nature of the disability and reasons that the disability prevents the teacher from returning to

work. To qualify for compensation for assault leave, the teacher or his/her designee must do the following:

1. File a written report with the Superintendent within one (1) day of the assault or as soon as the member is physically capable of submitting said report, stating the facts, identifying the assailant, if known, and stating the name and address of all known witnesses.
2. Cooperate with law enforcement officials and the prosecutor investigating the incident resulting in the disability and in preparing and prosecuting any case brought as a result of the incident.

#### 6.02 Sick Leave

- A. Each teacher shall be entitled for each completed month of service to one and one-quarter (1-1/4) days of sick leave per month to a maximum of fifteen (15) days per year. Sick leave is awarded in accordance with Ohio Revised Code 3319.141.
- B. A teacher who transfers from a public agency or an Ohio public school district shall be credited with the unused balance of his/her sick leave with a maximum accumulation of up to three hundred (300) days for the duration of the contract. The maximum accumulation will be three hundred (300) days for the duration of the contract.
- C. Teachers may use sick leave upon notifying their building administrator(s) for absence because of illness, injury, exposure to contagious disease, and illness in the employee's immediate family. The immediate family encompasses: spouse, child, father, mother, stepmother, stepfather, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, grandchild, stepchild, legal guardian, or any dependent person residing in the same household as the teacher.
- D. The Administration may require that sick leave of more than three (3) consecutive days be substantiated by a physician's statement confirming that the employee is too ill to work.

#### 6.03 Unpaid Leave of Absence

- A. Upon a teacher's written request made at least thirty (30) days, if possible, prior to the commencement of the leave, the Board shall grant a Leave of Absence for a period of one (1) year for personal or family illness, child care, maternity/paternity leave, or disability.

Upon medical proof of the existence of an emergency, the Superintendent shall waive the thirty-day (30) notice requirement.



- B. During such leave, the teacher, upon his/her request, shall continue to be in the existing insurance benefit programs. The cost for this coverage is to be paid by the teacher no later than the twentieth (20<sup>th</sup>) day of each month in advance to the office of the Treasurer at the contracted premium rate charged to the Board.
- C. A teacher on an unpaid leave of absence must, prior to April 1<sup>st</sup>, provide a written notification to the Superintendent of his/her intention to return or not to return or to request an extension of the leave. Failure to notify by April 15<sup>th</sup> shall be processed as an intent not to return to employment and shall be considered a resignation by the teacher. The Board shall vote to accept said actions of the teacher as a resignation. Upon return to active service, the teacher shall resume the contract status held prior to such leave. The teacher shall be reinstated to the same or similar position he/she held at the time of the leave.
- D. A teacher requesting a leave of absence for a second year shall be granted said medical leave and may have it granted for the purpose of childcare.
- E. Placement on a leave of absence shall not preclude or prevent a teacher from being reduced in force in accordance with Article XV of this Agreement.
- F. Teachers on an unpaid leave of absence shall not be eligible to accumulate sick leave days or any other benefit beyond those provided under the FMLA, unless they have worked at least one (1) day during the current calendar month.
- G. Upon full use of available and eligible benefits under the FMLA, COBRA benefits may be available.

#### 6.04 Professional Leave

- A. The Board (or its designee) may grant at its sole discretion a paid leave of absence for professional development of the teacher. The Board must authorize by resolution as soon as practical.
- B. Application for professional leave shall be made in writing prior to the requested leave. Said application shall describe the nature of the program and its relation to the professional development of the teacher.
- C. The Board may at its sole discretion pay the reasonable expenses of the applicant for professional development. Written request for reimbursement for expenses shall be made along with the application for leave and shall include an estimate of expenses.
- D. Any teacher attending a seminar, conference, workshop, etc. may be required to present a short summary to his/her colleagues at a staff meeting/teacher in-service.

## 6.05 Sabbatical Leave

- A. Pursuant to O.R.C. 3319.131, the Board, upon written request, may grant a teacher a leave of absence of one (1) or two (2) semesters for professional academic study. The following provisions shall govern sabbatical leave:
1. A member of the full-time staff shall have completed five (5) consecutive years of experience in the Wellington Exempted Village School District at the time of the written request.
  2. A plan for professional growth shall be submitted to the Superintendent for approval.
  3. Teachers on sabbatical leave shall be unpaid.
  4. Teachers on sabbatical leave shall be given an employment contract for the year of leave.
  5. Upon conclusion of the leave, the teacher shall present evidence that the plan for professional growth was followed. The teacher shall return to the District for at least one (1) complete school year following completion of the leave.
- B. Application for unpaid sabbatical leave shall be made to the Board at least ninety (90) days prior to the requested leave. Said application shall be in writing and shall contain a plan for professional growth approved by the Superintendent.
- C. Seniority rights shall be preserved for teachers on leave. Returning teachers will be assigned a similar position, if available.
- D. If permitted by the insurance carrier, teachers on sabbatical leave may elect to continue insurance coverage under any of the group plans provided to bargaining unit members by paying the appropriate premium rate to the Treasurer prior to the month in which it is due.

## 6.06 Jury Duty Leave

When it becomes necessary for a teacher to accept jury duty, he/she shall be paid his/her regular salary for the time spent serving jury duty upon production of adequate proof of jury service. Any check received by the teacher from any court as compensation for such jury service shall be endorsed and made payable to the Wellington Exempted Village School District within three (3) days of receipt. If the jury duty check includes mileage, it is the responsibility of the teacher to reimburse the Board with a personal check or money order for the jury duty compensation accompanied by a copy of the court check stub. Failure to deliver such check to the Board shall result in the deduction of pay for all

time missed as a result of jury duty. Jury duty leave shall not be deducted from any other type of leave.

6.07 Military Leave

Military leave will be granted to bargaining unit members pursuant to Ohio Revised Code and Uniformed Services Employment and Re-employment Act of 1994, 38 USC. Sections 4301-4333.

6.08 Absence Without Pay

A teacher may request to be absent without pay for up to three (3) days in each school year. Such requests shall be approved, subject to the following conditions:

- A. A written request specifying the days to be absent shall be submitted by a teacher at least five (5) work days in advance of the absence.
- B. The teacher's pay shall be adjusted for the next ensuing payday by deduction of 1/186 of annual salary for each day of absence.

6.09 Family and Medical Leave Act

The District will follow current FMLA language as written or amended.

6.10 Personal Leave

- A. Each employee will be granted four (4) days of unrestricted personal leave per year.
- B. Personal leave shall not be used during the first and last five (5) work days of each school year, or to extend a vacation break by more than one (1) day, except for unforeseen circumstances as approved by the Superintendent.
- C. Written application must be properly completed and submitted to the Superintendent or designee.
- D. Personal leave shall not be taken to earn money or be employed with another job.
- E. Unused personal days and previously banked personal days for current employees shall accumulate and be converted to sick days at the end of each school year.
- F. Restrictions
  - 1. Personal leave shall not be used during the first and last five (5) work days of each year except for personal illness or for inordinate circumstances.

Inordinate circumstances shall require prior approval by the administration.

2. Personal leave shall be restricted to two (2) consecutive days, except for personal illness.
3. Should more than three (3) (Westwood), three (3) (Wellington High School), and four (4) (McCormick) teachers schedule personal leave for reasons other than personal illness of a specific date, approval shall be granted on a first-come basis.
4. Abuse and/or misrepresentation of personal leave use shall result in disciplinary action as outlined under Article IV – Minor Violations in the Board Policy Manual
5. Personal Leave shall not be taken to earn money or to be employed in another job, nor shall such leave be used by a teacher for financial benefit.

#### 6.11 Bereavement Leave

- A. The intent of bereavement leave is to provide teachers the ability to make arrangements as well as to provide adequate travel and grieving time for a death in the immediate family.
- B. A teacher shall be entitled to use up to five (5) days absence with pay for a death in a teacher's immediate family as follows:
  - For the 2019-2020 contract year, one (1) of the five (5) days will be charged to sick leave.
  - For the 2020-2021 contract year, two (2) of the five (5) days will be charged to sick leave.
  - Beginning the 2021-2022 contract year, three (3) of the five (5) days will be charged to sick leave.

Any additional need for bereavement leave under this provision shall be charged to sick leave.

- C. Immediate family is defined to include the following: spouse, child, father, mother, stepfather, stepmother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchild, stepchild, legal guardian, dependent person, and upon the approval of the Superintendent, anyone who clearly stands in the same relationship with the bargaining unit member as any of those specified.

- D. Abuse of bereavement leave shall consist of the following:
  - 1. Knowingly applying for bereavement leave when none of the above criteria are met;
  - 2. Knowingly falsifying bereavement leave forms;
  - 3. Using bereavement leave for purposes other than the criteria above.
- E. Proven abuse of bereavement shall fall under the same regulations as abuse of sick leave as defined by the Ohio Revised Code.

#### 6.12 Catastrophic Leave

- A. “Catastrophic” means a disaster, serious calamity, disastrous occurrence, casualty or long term personal or family illness that exhausts a teacher’s accumulated sick leave.
- B. Each year there shall be a window of opportunity for enrollment in the catastrophic leave bank. Those wishing to participate shall give notice in writing to the Superintendent’s office by September 15<sup>th</sup> for current teachers, or within thirty (30) days of hire for new teachers.
- C. To be eligible to participate, a teacher must contribute one (1) day of accumulated sick leave, which will be docked from the teacher’s sick leave total, and which will be placed in the catastrophic leave bank. Banked days will be available to any teacher who has participated in the bank that year. (See Appendix D.)
- D. Prior to drawing days from the bank, the teacher must make application to the Superintendent and must provide a doctor’s statement certifying the extreme medical emergency. (See Appendix C for form.)
- E. Any time there is a dispute as to the extreme medical emergency, the Superintendent may request a second opinion from a physician chosen and paid for by the Board.
- F. A teacher must exhaust all of his/her own sick leave and personal leave before drawing days from the bank.
- G. If the bank total falls below fifteen (15) days at any point during the school year, each teacher will be asked to contribute one (1) additional day for continued participation for the remainder of the year. Only those teachers wishing to contribute one (1) additional day will be eligible for continued participation for that school year.

- H. Sick leave day(s) contributed to this bank shall continue to accumulate during the term of this contract. At the end of this contract, the bank shall revert to zero (0).

6.13 Maternity/Paternity Leave

- A. An expectant teacher and/or spouse may use accumulated sick leave for an absence due to the birth or adoption of a child. Up to forty (40) consecutive work days immediately following the birth, or upon custody of a child may be charged against accrued sick leave without a physician's statement. Sick leave used beyond the forty (40) consecutive work day limit must be supported by a physician's statement. The teacher shall notify the Principal as soon as possible of the anticipated need for this leave.
- B. Teachers for whom sufficient sick leave is not available to cover this period of sick leave due to pregnancy and/or adoption shall be entitled to an unpaid leave of absence for that portion not covered by sick leave, not to exceed forty (40) consecutive work days. Extension beyond the forty (40) consecutive work day period shall be granted upon the receipt of a statement by the employee's attending physician that the employee is unable to perform his/her assigned duties.
- C. Prior to returning to duty, the employee shall furnish a signed statement from the attending physician that the employee is able to return to her/his assigned duties without restrictions.
- D. Teachers on paid leave due to the birth of a child and/or adoption shall be entitled to normal fringe benefits provided and shall be reinstated to the same assignment held immediately prior to leave.
- E. Leave authorized pursuant to this section shall be concurrent with any right to FMLA Leave as provided in section 6.09.

**ARTICLE VII – PAYROLL PROCEDURES**

7.01 Salary

- A. The following Bachelor's Degree base salaries shall be in effect during the term of this contract:  

2019-2020	2.00%
2020-2021	Reopener for salary only during Spring of 2020.
2021-2022	Reopener for salary only during Spring of 2020.
- B. The base salary shall increase in any year if such increase is necessary for the meeting of the state minimum base salary schedule.

## INDEX

<u>Teaching Exp</u>	<u>BA</u>	<u>5 yr/ BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
0	1.000	1.020	1.050	1.090	1.095	1.120
1	1.049	1.069	1.102	1.145	1.152	1.180
2	1.098	1.118	1.154	1.200	1.209	1.240
3	1.149	1.167	1.206	1.255	1.266	1.300
4	1.196	1.216	1.258	1.310	1.323	1.360
5	1.245	1.265	1.310	1.365	1.380	1.420
6	1.294	1.314	1.362	1.420	1.437	1.480
7	1.343	1.363	1.414	1.475	1.494	1.540
8	1.392	1.412	1.466	1.530	1.551	1.600
9	1.441	1.461	1.518	1.585	1.608	1.660
10	1.490	1.510	1.570	1.640	1.665	1.720
11	1.539	1.559	1.622	1.695	1.722	1.780
12	1.588	1.608	1.674	1.750	1.779	1.840
13	1.637	1.657	1.726	1.805	1.836	1.900
15	1.686	1.706	1.778	1.860	1.893	1.960
20	1.735	1.755	1.830	1.915	1.950	2.020
25				1.970	2.007	2.080

C. The training columns shall reflect the following educational training:

B.A. A teacher who has received a Bachelor’s Degree from an accredited college.

5yr/  
BA+15 A teacher who has received a Bachelor’s Degree with one hundred fifty (150) or more undergraduate hours or a teacher who has earned fifteen (15) graduate hours after receiving a Bachelor’s Degree.

BA+30 A teacher who has earned thirty (30) graduate hours after receiving a Bachelor’s Degree.

M.A. A teacher who has earned a Master’s Degree.

MA+15 A teacher who has earned fifteen (15) graduate hours after a Master’s Degree.

MA+30 A teacher who has earned thirty (30) graduate hours after a Master’s Degree.

## 7.02 Payroll Deductions

The Teacher of the Board, upon signed authorization by the employee, shall provide payroll deduction options to teachers for participation in the following:

### A. Credit Union

The Lorain County Credit Union is available to all teachers. Officers of teacher and employee organizations have forms and information concerning participation. Completed enrollment forms should be forwarded to the Credit Union, which, in turn, will advise the Teacher's Office of new enrollees or changes.

### B. Professional Dues

When payroll deduction for professional dues is authorized, one-tenth of the total amount of dues will be scheduled for deduction beginning with the second pay period in September. If desired, this method of payment for professional dues must be requested on the necessary form. The completed form must be in the office of the Clerk-Treasurer no later than ten (10) days prior to the second pay period in September.

### C. Tax Sheltered Annuities

Participation in a tax-sheltered annuity is available through various insurance companies. Guidelines have been set up to facilitate the handling of this payroll deduction, which is made and deposited every biweekly pay period. These include the following:

- Each new company must have five (5) subscribers, and deductions can start only with the first pay of September and February of each school year;
- Annuity changes can be made at any time with two (2) weeks advance notice to the Treasurer.
- Annuity changes must follow IRS regulations and the District's 403B Plan.

### D. United Way

The United Way of Lorain County conducts its campaign in the fall of each year. Teachers may elect to use payroll deduction for this purpose.



E. Endowment Fund

Participation in the Endowment Fund is available to teachers through payroll deduction.

F. Other

Payroll deduction for The Fund for Children and Public Education shall be made available.

7.03 Extracurricular Pay Dates

A. Extracurricular pay shall be paid twice each season for sports: midway according to the number of scheduled contests and at the end of all duties. For the duration of the contract, *supplemental pay dates shall be listed in the Appendix.\**

1. Year-round activities shall be paid at the end of each semester.
2. A calendar of dates shall be submitted to the Treasurer by the Principal and Athletic Director.
3. Supplemental pay dates shall be specified by the first day of school and shall be scheduled on the first regular pay date occurring closest to the midway point and at the conclusion of the season for each sport. The final pay date shall be contingent upon completion of all assigned duties. No supplemental activity will be considered to have concluded until all financial (if applicable) and activity accounts (if appropriate) are submitted and the equipment and materials used have been accounted for and/or returned to the Principal or Athletic Director by the coaches or advisors involved in the activity.
4. Any coach or advisor who does not fulfill his/her duties for ten (10) consecutive calendar days or more will have his/her supplemental contract prorated.

B. Teachers employed in extended time positions shall be compensated at their per diem rate for all days contracted to work beyond the scheduled work year.

7.04 Pay Periods

A. Teachers will be on twenty-six (26) equal pay plan. When the calendar results in twenty-seven (27) pay periods, the Treasurer may adjust pay periods to ensure that teachers are paid in twenty-six (26) pay periods for that year.

B. All pay stubs will be made available to all employees through email and the Board-approved leave program.

- C. All teachers shall be mandated to participate in the direct deposit plan.
- D. A list of pay dates will be provided in the Appendix E for the years covered by this Agreement.

7.05 Reimbursement for Professional Advancement

If any additional training or credits accumulated during the summer and not currently on file are sufficient to meet requirements for a higher salary or increment, they must be submitted prior to September 15th as specified by Ohio law in order to meet requirements for increased salary for the current school year. Certificates must also be filed as required by Ohio Statute.

7.06 Reimbursement for Tuition

- A. Reimbursement for expenses incurred for additional training will be reimbursed to teachers at the rate of two hundred fifty dollars (\$250.00) per graduate semester hour. The total shall not exceed seven hundred fifty dollars (\$750.00) per teacher per year.

Reimbursement shall be subject to the following conditions:

1. The course(s) shall be completed while employed by the Board.
2. The bargaining unit member shall remain with the school for one (1) year after the reimbursement was received. If a member chooses to leave, he/she is responsible for the repayment of the tuition reimbursement. This shall not apply to members on approved leaves of absence or members affected by a reduction in force.
3. Reimbursement shall be for graduate hours. Reimbursement shall be for coursework related to the bargaining unit member's assignment.
4. The coursework must have the prior approval of the Superintendent and the LPDC Committee. The coursework must be from an accredited college or university approved by The Ohio Department of Education and/or listed in the "Higher Education Director for Teacher Education."
5. The bargaining unit member must receive a grade of "C" or better in graduate level courses to be eligible for tuition reimbursement.
6. Reimbursement shall be provided only for those courses paid for exclusively by the teacher. For seminars and workshops where graduate credit is available, the additional fee for such credit shall be reimbursable.

7. The reimbursement cycle shall be from July 1 through June 30. The teacher shall submit an expense claim, prior approval form, valid transcript of the credits and proof of tuition payment to the Office of the Treasurer by August 1, e.g. a receipt, a cancelled statement or credit card statement. Payment will be made on second payment in October in the form of a warrant check.
  8. The Board shall budget twenty thousand dollars (\$20,000.00) per school year. When total membership reimbursement exceeds these budgeted amounts the rate will be prorated for equitable distribution.
  9. Tuition reimbursement shall not be available for repeated courses. Credit for movement on the salary schedule shall not be given for repeated courses.
- B. Exceptions to conditions of this section shall have prior written approval of the Superintendent.

#### 7.07 Severance Pay

- A. Teachers who have five (5) or more years of service in the Wellington Exempted Village School District and meet the requirements of Section 3307.58 Revised Code of Ohio, may elect at the time of retirement from the Wellington School District to be paid for one-third (1/3) of the value of accrued but unused sick leave credit not to exceed one hundred (100) days. Such payment shall be based on the teacher's daily rate of pay at the time of retirement, exclusive of supplemental salary. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the teacher at that time. Such payment shall be made only once to the teacher. Payment shall be made within sixty (60) days of retirement provided the teacher has provided the Treasurer an STRS pay stub.
- B. Severance pay shall be payable as a death benefit governed by the provisions in 7.01A. In the event that payment hereunder is paid because of the death of a teacher, payment shall be made to the estate of the teacher.
- C. Unused personal days shall be converted to sick leave.
- D. If employee notifies the Superintendent in writing by March 1 of the year of the employee's retirement date, the employee will receive five hundred dollars (\$500) as part of their severance.

#### 7.08 Supplemental Pay

- A. Anyone that held a supplemental contract during the 2015-2016 school year that continues that supplemental contract beyond the 2015-2016 school year will proceed through the 2013-2016 supplemental salary schedule for the duration of

the 2016-2019 negotiated agreement. The current year's base salary for each year of the 2016-2019 negotiated agreement will be used for the salary calculations.

- B. At the end of the 2018-2019 school year, anyone that held a supplemental contract during the 2015-2016 school year that was above step 5 on the 2013-2016 supplemental salary schedule will remain at the supplemental level of experience they were receiving at the end of the 2018-2019 school year until such time as he/she no longer carries that supplemental contract. The current year's base salary in the current negotiated agreement will be used for the salary calculations.
- C. Any new supplemental contracts awarded to the District will follow the Supplemental salary schedule as outlined in Article VII, Section 7.08(D)(2).
- D. Supplemental pay shall be the following portions of the Bachelor's Degree minimums in effect each year. Teachers shall receive credit for previous years of relevant experience for all supplemental contracts.

#### 1. Athletic Contracts

Experience	0	1	2	3	4	5
Head Varsity Football	.116	.126	.137	.147	.157	.167
Asst. Varsity Football	.074	.084	.095	.105	.115	.125
Head 9th Grade Football	.060	.068	.082	.092	.102	.112
Asst. 9th Grade Football	.055	.060	.068	.078	.088	.098
8th Grade Football	.058	.066	.071	.081	.091	.101
7th Grade Football	.052	.058	.063	.073	.083	.093
Head Varsity Basketball	.116	.126	.137	.147	.157	.167
Asst. Varsity Basketball	.074	.084	.095	.105	.115	.125
9th Grade Basketball	.055	.063	.071	.081	.091	.101
8th Grade Basketball	.052	.058	.063	.073	.083	.093
7th Grade Basketball	.050	.055	.060	.070	.080	.090
Head Varsity Wrestling	.116	.126	.137	.147	.157	.167
Asst. Varsity Wrestling	.074	.084	.095	.105	.115	.125
Head Jr. High Wrestling	.058	.066	.071	.081	.091	.101
Asst. Jr. High Wrestling	.052	.058	.063	.073	.083	.093
Head Varsity Baseball/Softball	.074	.089	.100	.110	.120	.130
Asst. Varsity Baseball/Softball	.064	.069	.077	.087	.097	.107
J.V. Baseball/Softball	.060	.066	.074	.084	.094	.104
Head Track	.074	.089	.100	.110	.120	.130
Asst. Track	.060	.066	.074	.084	.094	.104
Jr. High Track	.042	.052	.063	.073	.083	.093
Golf	.047	.055	.063	.073	.083	.093
Head Cross Country	.074	.089	.100	.110	.120	.130
Head Varsity Soccer	.095	.110	.125	.135	.145	.155
Asst. Varsity Soccer	.066	.071	.079	.089	.099	.109
JV Soccer	.064	.069	.077	.087	.097	.107

Head Varsity Volleyball	.095	.110	.125	.135	.145	.155
Asst. Varsity Volleyball	.066	.071	.079	.089	.099	.109
JV Volleyball	.064	.069	.077	.087	.097	.107
8th Grade Volleyball	.058	.066	.071	.081	.091	.101
7th Grade Volleyball	.052	.058	.063	.073	.083	.093
Bowling	.060	.066	.074	.084	.094	.104
Cheerleading Advisor H.S. (Football)	.031	.041	.048	.055	.065	.075
Cheerleading Advisor H.S. (Basketball)	.039	.049	.057	.065	.075	.085
Cheerleading Advisor 9th Gr. (Football)	.029	.039	.045	.051	.061	.071
Cheerleading Advisor 9th Gr. (Basketball)	.032	.042	.049	.056	.066	.076
Cheerleading Advisor Jr. High	.026	.036	.042	.048	.058	.068

## 2. Other Supplemental Contracts

Experience	0	1	2	3	4	5
Elementary Music (K-3) (Vocal – Extended Activities)	.019	.029	.034	.039	.044	.048
Elementary Music (4-6) (Vocal – Extended Activities)	.019	.029	.034	.039	.044	.048
Elementary Music (5-6) (Instrumental Ex. Activities)	.019	.029	.034	.039	.044	.048
High School Choir (Extended Activities)	.030	.040	.047	.054	.060	.064
Junior High Choir (Extended Activities)	.020	.030	.033	.036	.045	.049
High School Student Council	.029	.039	.045	.051	.059	.063
High School Newspaper Adv.	.015	.025	.029	.033	.038	.042
Jr. High Student Council	.015	.025	.029	.033	.038	.042
H.S. Class Advisor (Fresh.)	.010	.020	.023	.026	.030	.034
H.S. Class Advisor (Soph.)	.020	.030	.033	.036	.045	.049
H.S. Class Advisor (Junior)	.030	.040	.047	.054	.060	.064
H.S. Class Advisor (Senior)	.015	.025	.029	.033	.038	.042
Club Advisor	.015	.025	.029	.033	.038	.042
H.S. Drama Advisor	.030	.045	.052	.059	.068	.072
H.S. Asst. Drama Advisor	.020	.030	.035	.040	.045	.049
Academic Coach	.045	.055	.064	.073	.083	.087
Team Leader	.056	.063	.070	.077	.084	.088
Resident Educator Coordinator	.056	.063	.070	.077	.084	.088
Instrumental Music Director (plus 20 days at daily rate of pay)	.042	.047	.052	.057	.063	.063
Instrumental Music Assistant (plus 10 days at daily rate of pay)	.031	.035	.039	.043	.047	.047
Yearbook Advisor	.047	.057	.067	.077	.086	.091
Yearbook Advisor (without free period)	.063	.076	.089	.103	.115	.121
Middle School Memory Book Advisor	.030	.045	.052	.059	.068	.072
Comm. Dramatics (per play)*	.030	.045	.052	.059	.068	.072
Comm. Asst. Dramatics (per play)*	.020	.030	.035	.040	.045	.049
Pep Band Director (per game)	.003	.003	.003	.003	.003	.003
Leadership Planning Chair	.015	.025	.029	.033	.038	.042
LPDC Chair	.042	.047	.052	.057	.062	.067
Resident Educator Mentor	.021					
Buddy	.011					

\*Not to exceed 2 plays in H.S. and 1 play in M.S.

\*\*Any current bargaining unit members holding a Supplemental Contract that is column 4 or above shall maintain the rate of pay they have in the 2015-2016 school year until he/she no longer carries that supplemental contract. Anyone outside of the bargaining unit that is above column 5 will move to column 5 for payment effective the 2016-2017 school year. All others will maintain their current column and shall move columns accordingly.

- E. Teachers who hold supplemental contracts with the Wellington Board of Education shall be reimbursed, pursuant to Board policy IV, F. 5., for mileage, meals, hotel, and any necessary and actual expenses which are incurred by that teacher in order to meet their duties. Written request and prior approval for reimbursement for expenses shall be made in writing at least ten (10) days prior to their incursion.
- F. Teachers supervising students on overnight Board approved trips shall be compensated at a rate of sixty-nine dollars (\$69.00) per night. Teachers whose trips are related to a supplemental contract and teachers with extended contracts whose trips are related to their teaching duties are excluded.
- G. Summer School
  - 0-5 years teaching experience  
within WEVSD \$30.00 per hour
  - 6 or more years teaching experience  
within WEVSD \$30.00 per hour
- H. One professional development opportunity per year will be offered for any varsity coach with five (5) years or more coaching experience within the Wellington Exempted Village School District.

7.09 Resident Educator Program

A. Purpose

A Resident Educator Program shall be implemented in the Wellington Exempted Village School District for teachers new to the teaching profession working to obtain an initial five-year provisional educator license. The purpose of the program shall be to provide coaching, mentoring, and guidance utilizing formative assessment tools to beginning teachers to help improve their skills, knowledge and student achievement.

Resident Educators must participate in the Resident Educator Program.

B. Definitions

1. Resident Educator: A Resident Educator is a teacher employed under a Resident Educator license.
2. Resident Educator Mentor: A Resident Educator Mentor is a mentor trained through the Ohio Department of Education Instructional Mentoring Program to provide professional support to a Resident Educator.
3. Resident Educator Coordinator: The Resident Educator Coordinator is a member designated by the District to manage the Resident Educator Program.
4. Formative Assessment: Formative assessment is diagnostic and designed to yield information that will help teachers identify specific areas for skill enhancement. Formative assessment consists of collaboration among professionals to provide adequate feedback and assistance to support the growth of individual professional achievement.

C. Resident Educator Mentors

1. Qualifications

- a. A Resident Educator Mentor must have a minimum of five (5) consecutive years of teaching experience in Wellington.
- b. A Resident Educator Mentor must have demonstrated appropriate teaching performance in accordance with Article IX, the ability to utilize a variety of instructional methods, and the ability to communicate with colleagues constructively.
- c. A Resident Educator Mentor must hold a five-year professional license.
- d. A Resident Educator Mentor teacher must attend and complete state sponsored mentoring training. Mentors shall be provided release time to attend said training. Should the training occur during the summer, the Resident Educator Mentor will be compensated at one hundred dollars (\$100.00) per day.

2. Responsibilities

- a. The Resident Educator Mentor shall carry out the Resident Educator Program in conjunction with the Resident Educator rules, regulations, and guidelines as developed by ODE.

- b. The Resident Educator Mentor will use the Resident Educator Program formative assessment tools and protocols to support the Resident Educator.
- c. The Resident Educator Mentor will be provided release time to observe Resident Educators up to three (3) times per year. The length of the observation and release time shall be subject to the discretion of the Superintendent or the Superintendent's Designee. The Resident Educator Mentor may be granted additional release time to observe Resident Educators subject to the approval of the Superintendent/Designee.
- d. The Resident Educator Mentor shall meet and consult with their assigned Resident Educator at times outside of the student day.
- e. No Resident Educator Mentor shall participate in any informal evaluation of a Resident Educator, nor make, nor be requested or direct to make, any recommendation regarding the continued employment of an inductee.
- f. Serving as a Resident Educator Mentor may be incorporated into the Mentor teacher's Individual Professional Development Plan and approved by the Local Professional Development Committee as an activity that counts towards licensure renewal.
- g. A Resident Educator Mentor will not be assigned more than one (1) Resident Educator. A Resident Educator Mentor may volunteer to be assigned more than one (1) Resident Educator. If so, the Mentor shall receive an additional supplemental contract for each assigned Resident Educator.
- h. If a Resident Educator Mentor fails to follow the tenants listed in 3 (a) through € above the Mentor shall be immediately removed without recourse through the grievance procedure or ORC 3319.16.

3. Selection

All procedures within the Negotiated Agreement pertaining to the posting and filling of vacancies shall be followed for the selection of Resident Educator Mentors.

D. Resident Educators

- 1. Resident Educators will be assigned to a Resident Educator Mentor at the beginning of the school year.



2. Orientation to the Resident Educator Program shall be provided to all Resident Educators at the beginning of his/her first year of employment with the District.
3. Resident Educators shall be assigned a Resident Educator Mentor in the same area(s) of licensure and in the same grade level. If such assignment cannot be provided, the Resident Educator will be assigned a mentor who is closest to the Resident Educator's subject area in which he/she is licensed/certified and closest to the grade level in which the Resident Educator will be assigned.
4. Resident Educators will be provided release time to observe other teachers up to two (2) times per school year. The length of the observation and release time shall be subject to the discretion of the Superintendent or the Superintendent's Designee. The Resident Educator Mentor may be granted additional release time to observe Resident Educators subject to the approval of the Superintendent/Designee.

E. Resident Educator Coordinator

The Resident Educator Coordinator shall oversee the Resident Educator Program.

F. Confidentiality of Mentoring Process

1. All interactions, written or oral, between the Resident Educator Mentor and Resident Educator shall be regarded confidential. This section limits any obligation of the Board under the Ohio Public Records Act, O.R.C. Section 149.43.
2. The Resident Educator Mentor-Resident Educator relationship shall be solely for the purpose of formative assistance. No information obtained in this relationship shall serve as a basis for any summative formal evaluation of the Resident Educator's performance.
3. No Resident Educator Mentor may be compelled to release information regarding the Resident Educator teacher's progress or to make recommendations regarding their employment.

G. Protections

1. This resident Educator Mentor shall be held harmless in the event that a Resident Educator fails or does not complete the program.
2. The Resident Educator Mentor shall be held harmless in the event the Board non-renews the Resident Educator.

3. The Resident Educator shall be held harmless in the event that the District does not comply with the Resident Educator Program.

H. Compensation

1. Resident Educator Mentors shall be issued a limited supplemental contract and be compensated in accordance with the provisions of the Extra Duty Salary Schedule.
2. Training on the methods of assessment shall be provided to the Resident Educator Mentors and Resident Educators at no cost to the employee.

Such training time shall be in addition to any other professional leave to which the Mentors and Resident Educators may be entitled.

7.10 Retirement Pick-Up and Sheltering

The Board shall designate each teaching employee's mandatory contributions to the State Teachers' Retirement System of Ohio as "picked up" by the Board as contemplated by the Internal Revenue Service Rulings 77-264 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097. The amount of the employee's income reported by the Board as subject to Federal and Ohio income tax shall be the employee's total gross income reduced by the current percentage amount of the employee's mandatory State Teachers' Retirement System contribution which has been designated as "picked up" by the Board. The amount designated as "picked-up" by the Board shall be included in computing final average salary, provided no employee's total salary is increased by the "pick-up," nor is the Board's total contribution to the State Teachers' Retirement System increased thereby.

7.11 Mileage for Travel Between Schools

Teachers who are assigned to more than one (1) school or who are required to attend professional meetings and/or school activities outside the District shall be reimbursed for the use of their own automobiles in traveling at the current IRS mileage allowance. Teachers shall submit semi-annual statements to the Treasurer detailing their travel. Payment shall be made twice a year at the end of each semester.

**ARTICLE VIII – INSURANCE**

8.01 Medical/Hospitalization

The Board shall provide medical insurance for bargaining unit members with the Board paying eighty-five percent (85%) of the premium and the bargaining unit member paying fifteen (15%) of the premium. A Section 125 Plan shall be provided by the Board for that

portion of the medical premium paid by the teacher. Payroll deduction will be on the twenty-four-pay (24) basis.

Part-time employees will receive health insurance benefits on a prorated basis. This will affect their cost of insurance.

Minimum medical coverage shall be as indicated in Attachment A – Lake Erie Regional Council Employee Plan. The Board will provide Plan 1.

For members who elect the Premium Health Plan, the Board shall contribute two hundred fifty dollars (\$250.00) for single insured or five hundred dollars (\$500.00) for family insured each year for each employee into a Flexible Spending Account (FSA). Members will be able to contribute additional funds to his/her FSA up to the maximum amount allowable by law.

The Association and Board pledge to maintain the plan in a non-discriminatory manner and consistent with Federal Law.

A representative from the Association will be permitted to attend LERC meetings.

8.02 Prescription Drug Benefit

No stand alone drug plan. Prescription: \$10/\$25/\$50. Payroll deduction will be on the twenty-four-pay (24) basis. Mail Order: \$20/\$50/\$100.

8.03 Term Life

A group term life insurance plan of forty thousand dollars (\$40,000.00) shall be provided. This plan shall be prorated on the basis of the full time certified teaching staff.

8.04 X-Ray

If the Board requires the TB x-ray for a teacher, the Board shall pay the cost.

8.05 Dental

The Board shall provide dental insurance for teachers with the premium paid by the Board during the term of this Agreement being eighty-five percent (85%) of the premium per month for individual coverage or for family coverage. Payroll deduction will be on the twenty-four-pay (24) basis.

Minimum dental coverage shall be as indicated in Attachment A – Lake Erie Regional Council Employee Plan.

A. Deductible

Twenty-five dollar (\$25.00) single and seventy-five dollar (\$75.00) family deductible, except no deductible for orthodontics.

8.06 Optical Insurance

Payment – the Board shall pay up to three dollars (\$3.00) per month for single coverage and six dollars (\$6.00) per month for family coverage. The remainder shall be deducted from the teacher’s regular pay through payroll deduction. Payroll deduction will be on a twenty-four-pay (24) basis.

8.07 Insurance Committee

- A. Insurance Committee to be established with classified employees and Administration/Board.
- B. Co-chairs will be represented by one (1) designee from each of the three (3) groups.
- C. The Board and the Association agree to maintain a District committee consisting of two (2) representatives of the WEA and two (2) representatives of the WSS, appointed by the respective Association Presidents, four (4) representatives of the Board appointed by the Superintendent, the Superintendent, and the OEA Consultant, for the purpose of reviewing the current insurance package and determining the possibility of potential savings to the insurance benefit package and established wellness practices. The purpose of the insurance committee is to investigate cost saving opportunities, educate the Board and membership, and make recommendations for modifications. No changes shall occur in the negotiated insurance benefit package unless agreed to by a majority of the committee’s representatives and recommended and ratified by the majority of the members of the WEA, and the Board of Education, respectively.

**ARTICLE IX – NON-OTES EVALUATION**

9.01 Purpose

- A. To assess a teacher’s job performance who are not on OTES.
- B. To help the teacher to achieve greater effectiveness in performance of the job assignment.
- C. To constitute the basis for personnel decisions including transfers, reassignments, continuing contract status, or contract non-renewal or termination.

## 9.02 Evaluator

- A. Evaluation of a teacher shall be conducted by the teacher's immediate administrator. In the event a teacher performs work under the supervision of multiple administrators, one (1) administrator shall be designated as the evaluating administrator. The evaluator shall not be a bargaining unit member. The supervisor must be employed under a contract pursuant to ORC Section 3319.01 or 3319.02 and must hold at least one (1) certificate/license named under Division (E), (F), (H), (J), or (L) of ORC Section 3319.22.
- B. Special education and gifted education teachers who have assigned county supervisors and employees working under outside supervisors will be evaluated by one (1) building administrator or a District administrator if the building administrator is unavailable.

## 9.03 Orientation

- A. In the case of multiple administrators, the teacher will be notified in writing of the name and position of the evaluating administrator prior to the start of that teacher's evaluation process.
- B. A teacher newly employed or one reassigned after the beginning of the work year shall be notified by the evaluator of the evaluation procedures in effect. Such notification shall be prior to the start of the evaluation process.

## 9.04 Criteria for Evaluation

- A. A teacher shall be evaluated on criteria set forth in the negotiated evaluation instrument.
- B. No teacher shall be evaluated on his or her job performance except after fair and reasonable observations of the job performance of the teacher.
- C. All monitoring or observing of the job performance of a teacher shall be conducted openly with full knowledge of the teacher.
- D. No misleading, inaccurate, or undocumented information may become part of a teacher's performance evaluation report.

## 9.05 Schedule for Evaluation

- A. One-Year Limited Contract
  - 1. A minimum of four (4) observations per school year, two (2) per semester. There will be one (1) summative evaluation completed after two (2)

observations. The administration may add additional observations in the school year.

B. Multi-Year Limited Contract

1. A minimum of two (2) observations per school year, one (1) per semester. There will be one (1) summative evaluation completed after two (2) observations. The administration may add additional observations in the school year.
2. Staff members who are applying for a continuing contract will have a minimum of four (4) observations per school year, two (2) per semester. There will be one (1) summative evaluation completed after two (2) observations. The administration may add additional observations in the school year.

C. Continuing Contract

1. A minimum of two (2) observations per school year, one (1) per semester. There will be one (1) summative evaluation completed after two (2) observations. The administration may add additional observations in the school year.

D. The evaluator shall note all of the incidents and reasons used to support the conclusions reached in the formal evaluation report.

E. The evaluation report shall be signed by the evaluator. The evaluation report shall be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file. The teacher's signature shall not be construed as evidence that the teacher agrees with the content of the evaluation report.

F. The final evaluation shall be completed by May 1st. The results of the evaluation shall be provided to the teacher by May 10th, and shall be signed by both evaluator and teacher, and sent to the Superintendent.

G. Response to Evaluation

The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file.

H. Personnel Action Requirements

1. If the Superintendent decides to recommend contract non-renewal or denial of a continuing contract, the teacher shall be given the reasons in writing at least seven (7) days prior to any official Board action. In no

case shall the affected teacher receive notice of Board action after April 30.

2. During the procedure, a teacher shall be entitled to Association representation at any conference held in which the teacher will be advised of non-renewal or denial of continuing contract.

I. Appeal Process

Any violation of this procedure shall be subject to the grievance procedure under Article V of the agreement. The arbitrator shall have the discretion to order, under the appropriate circumstances, the issuance of a limited or continuing contract.

9.06 Observations

A. Schedule of Observations

1. All teachers will have at least two (2) observations per year regardless of contract type. Each observation shall last a minimum of thirty (30) minutes. There shall be at least five (5) workdays between the observation conference and the next formal observation. If, after the second formal observation, a teacher's performance is found deficient to the extent that adverse personnel action may result, additional observations may be conducted.

B. Observations Conferences

1. At least one (1) formal observation shall be preceded by a conference between the evaluator and the teacher, at the request of either party, in order for the teacher to explain plans and objectives for the job situation to be observed.
2. A post-observation conference shall be held after each formal observation.
3. The observation conference shall be followed within five (5) workdays of the observation. A copy of the written evaluation shall be given to the teacher prior to the post-evaluation conference.
4. A teacher may request a formal observation at any time in addition to those required by this procedure.

## 9.07 Identification of Deficiencies

### A. Deficiencies Identified Through Formal Observations

1. The administrator conducting the evaluation shall include in the evaluation specific recommendations regarding any desired improvements and the means by which the teacher may obtain assistance in making such improvements.
2. When one (1) or more deficiencies are observed and noted on a written evaluation, the evaluator may conduct formal, unannounced observations for the purpose of addressing the noted deficiencies.
3. The ultimate responsibility for correcting any noted deficiencies shall rest with the teacher.

### B. Other Deficiencies

Other deficiencies regarding the teacher'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 teacher within three (3) work days after the deficient performance occurs, but not later than the date of the teacher's receipt of the evaluation report. The evaluator must include said deficiencies in any plan for correction of deficiencies and shall include a reasonable time period for correction.

## 9.08 Finalization of Evaluation

The performance evaluation of a teacher shall be based upon the observations of the teacher's performance and shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any.

## 9.09 Non-renewal

Any limited contract to be non-renewed shall be acted on by the Board and the teacher notified no later than June 1st. A limited contract shall only be non-renewed in accordance with the evaluation procedures found in ORC Section 3319.111. The procedures for non-renewal found in ORC Section 3319.11 shall be waived, and the sole remedy for an alleged violation of this article shall be determined through Article V, Grievance Procedures.

## 9.10 Termination

Any contract of a teacher may be terminated for gross inefficiency or immorality, for willful and persistent violations of reasonable regulations of the Board; or for other good



and just cause. The statutory process for termination under ORC Section 3319.16 shall be the sole means for determining proper procedures for termination.

- 9.11 The results of any student/parent/community/state/federal assessment or survey, including, but not limited to “value added assessment” and results of student performance and test scores, shall not be used in any manner to formally evaluate bargaining unit members.

## **ARTICLE X – OHIO TEACHER EVALUATION SYSTEM (“OTES”)**

### 10.01 Purpose

- A. To serve as a tool to advance the professional learning and practice of teachers individually and collectively in the District.
- B. To inform instruction.
- C. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

### 10.02 Application

- A. The OTES procedure described in this Article applies to District employees who meet one of the following categories:
  - 1. A teacher working under a license issued under Ohio Revised Code (O.R.C.) Sections 3319.22, 3319.26 or 3319.226 who spends at least 50 percent of his/her time providing content-related student instruction; or
  - 2. A teacher working under a permanent certificate issued under O.R.C. 3319.222 as existed prior to September 2013 who spends at least 50 percent of his/her time providing content-related student instruction; or
  - 3. A teacher working under a permanent certificate issued under O.R.C. 3319.222 as existed prior to September 2006 who spends at least 50 percent of his/her time providing content-related student instruction; or
  - 4. A teacher working under a permit issued under O.R.C. 3319.301 who spends at least 50 percent of his/her time providing content-related student instruction.
- B. This teacher evaluation policy does not apply to substitute teachers or instructors of adult education.

### 10.03 Definitions

#### A. Credentialed Evaluator

Evaluations will be conducted by persons holding evaluator credentials established by the Ohio Department of Education (ODE). Evaluators must complete state-sponsored evaluation training and pass the online credentialing assessment.

Staff members will be evaluated by their building administrator.

The Association and the Superintendent will develop, approve, and maintain a list of other credentialed evaluators annually.

#### B. Days

“Days” for the purpose of the OTES procedure shall mean school days, and not calendar days.

#### C. Effectiveness Rating

Teachers are assigned an effectiveness rating of Accomplished, Skilled, Developing, or Ineffective. An effectiveness rating is based on the following two categories: (1) Teacher performance and (2) Student Growth Measures. Fifty percent (50%) of the evaluation will be attributed to teacher performance, and fifty percent (50%) will be attributed to measures of student growth.

#### D. Evaluation Instruments

The following forms are the evaluation instruments used in the OTES procedure:

- Appendix H-1 Self-Assessment Summary Tool
- Appendix H-2 Teacher Performance Evaluation Rubric
- Appendix H-3 Informal Observation (Walkthrough)
- Appendix H-4 Final Summative Rating of Teacher Effectiveness
- Appendix H-5 Professional Growth Plan
- Appendix H-6 Improvement Plan
- Appendix H-7 Evaluation Matrix

#### E. Student Learning Objectives (SLOs)

Student Learning Objectives include goals identified by a teacher or group of teachers, and approved by the administration, which identify expected outcomes or growth targets for a group of students over a period of time.

F. Shared Attribution Measures

Shared Attribution Measures encompasses student growth measures that can be attributed to a group. Shared attribution measures are assigned/attribution to a group of appropriately licensed educators who consistently meet to collaboratively plan and provide instruction and/or intervention for a student or defined group of students on a specific topic and/or grade level and which may or may not be reported in the teacher-student data linkage system.

G. Value-Added

Value-Added refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the District and school level based on each student's scores on state issued standardized assessments.

H. Vendor Assessment

Vendor Assessment refers to student assessments approved by the ODE that measure mastery of the course content for the appropriate grade level, which may include nationally-normed standardized assessment, industry certification exams, or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.

10.04 Evaluation Policy Consultation Committee

An Evaluation Committee will meet annually in May to make recommendations for 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. The committee shall be advisory only. Any recommended changes by the committee to the evaluation procedure shall be subject to ratification by the Association and Board approval.

10.05 Orientation

- A. All new teachers will receive an orientation regarding the evaluation process within the first ten (10) days of the school year. All teachers will receive an orientation regarding the evaluation process within the first ten (10) days of the school year if any substantive changes have been made to the evaluation process since the previous school year.
- B. No later than September 15 of each year, or in the case of a new teacher, within thirty (30) days of the first day employed, each teacher will be notified in writing of the name and position of his/her evaluator.

- C. In the event a teacher performs work under the supervision of more than one supervisor, the supervisor designated as the evaluating supervisor shall be the supervisor under which the teacher spends the most time. Where a teacher is split among buildings, the formal observations shall be split so that the teacher will be observed by a supervisor from each building during the school year. In the event or leave), another credentialed evaluator employed by the Board as an administrator will be assigned.

#### 10.06 Evaluation Procedures

##### A. Self-Assessment

Teachers may complete a self-assessment form (Appendix H-1) to identify strengths and areas for growth and submit it through eTPES. Completion of the self-assessment is optional and within the teacher's discretion to share the form with his or her credentialed evaluator.

##### B. Evaluation Schedule

1. Unless as otherwise set forth in this Article, teachers shall be evaluated once each school year. Said evaluation shall include at least two (2) formal observations and periodic classroom walkthroughs.
2. Teachers on a limited contract who are under consideration for renewal/nonrenewal shall receive at least three (3) formal observations in addition to periodic classroom walkthroughs.
3. A teacher who received a rating of "Accomplished" on the teacher's most recent evaluation shall be formally evaluated once every three (3) school years provided the teacher's student academic growth measure, for the most recent year for which data is available, is average or higher, as determined by the ODE. Each Accomplished teacher will be responsible for completing a growth plan on non-formal evaluation years: a growth plan, one pre-observation conference or one post-observation conference, one observation, and one SLO or VAM data.
4. A teacher who received a rating of "Skilled" on the teacher's most recent evaluation shall be formally evaluated once every two (2) school 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 and the teacher is on a continuing contract or a limited contract that is not under consideration for renewal/nonrenewal. Each teacher will be responsible for the following on the non-formal evaluation years: a growth plan, one pre-observation conference or one post-observation conference, one observation, and one SLO or VAM data.

5. The evaluation shall be completed no later than the first day of May. No later than May 10<sup>th</sup>, the evaluator will provide a copy of the formal written evaluation report to the teacher. (Appendix H-4) Within ten (10) workdays after the administrator issues the written evaluation report to the teacher, a post-evaluation conference will be held between the teacher and the evaluator.

C. Observations

1. A formal observation shall last a minimum of thirty (30) continuous minutes. No observations shall take place on state mandated testing days.
2. The first formal observation shall be preceded by a conference between the evaluator and the employee, which is to be held during the teacher's contractual work day, prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed. If the pre-observation conference takes place outside of the contractual work day, the teacher shall be compensated \$30.00 for up to the first hour, and \$30.00 per hour prorated in fifteen (15) minute increments thereafter. All subsequent observations will be unannounced.
3. A post-observation conference shall be held no later than five (5) school days after each observation. If unforeseen circumstances require the conference to be held later, it will be rescheduled for a mutually-agreeable date. The evaluator shall provide the teacher with copies of all written documentation from the observation during the post-observation conference. (Appendix H-2)
4. There shall be at least one (1) observation prior to December 15 and at least one observation between January 15 and April 15. There shall be at least fifteen (15) school days between the post-observation conference and the next formal observations. This provision may be waived under extenuating circumstances.
5. If after the first or second formal observation a teacher's performance is found deficient to the extent that adverse personnel action may result, a minimum of one additional observation shall be scheduled.
6. No observation will take place during the first week that school is in session or during the two (2) days prior to or two (2) days following Winter Break or Spring Break.

D. Walkthroughs

1. Walkthroughs shall be at least five (5) consecutive minutes but not more than twenty (20) consecutive minutes, and should be sufficient duration to allow the evaluator to assess the focus of the walkthrough.
2. Written comments must be shared with the employee within five (5) days after the walkthrough. If unforeseen circumstances do not allow for written feedback to be issued within five (5) days, the teacher and evaluator will determine a mutually-agreeable date for the written comments to be provided.
3. Data gathered from the walkthrough will be recorded on the Teacher Walkthrough Document. (Appendix H-3)

E. Performance Assessment

1. The 50 percent teacher performance measure shall be based on the Ohio Standards for the Teaching Profession.
2. The evaluator will compile data from information obtained from professional growth or improvement plans, observations, walkthroughs, and conferences to determine the teacher performance rating.

F. Student Growth Measures

1. Student growth means the change in student achievement for an individual student between two (2) or more points in time.
2. A student who has forty-five (45) or more unexcused absences for the school year will not be included in the determination of student academic growth. This component of the evaluation includes, where available, one or more of the following:
  - a. Teacher-level value-added data (or alternative student academic progress measures if adopted under O.R.C. 3302.02(C)(1)(e));
  - b. ODE approved assessments;
  - c. And/or locally-determined measures; in accordance with State law and State Board of Education requirements (“SLOs”).
3. When available, value-added data or an alternative student academic progress measure if adopted under O.R.C. 3302.03(C)(1)(e) shall be included in the multiple measures used to evaluate student growth in

proportion to the part of the teacher's schedule of courses or subject for which the value-added progress dimension is applicable.

4. Until June 30, 2018, if a teacher's schedule is comprised only of courses or subjects for which value-added data is applicable, the student academic growth factor of the evaluation shall be based on locally-determined measures such as SLOs. On or after July 1, 2018, the entire student academic factor of the evaluation for such teachers shall be based on the value added progress dimension.
5. Data from these approved measures of student growth will be converted to a score in one of five (5) levels of student growth:
  - a. Most Effective
  - b. Above Average
  - c. Average
  - d. Approaching Average
  - e. Least Effective

G. SLO Review Committee

1. One (1) District SLO Review Committees will be formed comprised of the following:
  - a. Three (3) administrators (one from each building); and
  - b. Six (6) teachers (preferably two from each building).
2. Teacher representatives will be appointed by the Association.
3. The committee shall be chaired by a committee member from the Association.
4. All committee members must have received SLO training.
5. Each SLO Review Committee will develop guidelines for submission and approval of SLOs.
6. All decisions of each SLO Committee will be reached by consensus.

#### H. Finalization of Evaluation

1. Each teacher's performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating based upon the Evaluation Matrix. (Appendix H-7)
2. The final evaluation will be completed by the evaluator by May 1st through eTPES.
3. Teachers will print and pin their evaluation after notification from eTPES. Within ten (10) calendar days after the administrator issues the written evaluation report to the teacher, a post-evaluation conference will be held between the teacher and the evaluator if requested, in which case the timeline for pinning the evaluation in eTPES will be extended ten (10) calendar days after the post-evaluation conference.
4. The teacher and evaluator shall sign the final written evaluation report. The teacher's signature shall verify notification to the teacher that the evaluation will be placed on file, but shall not be construed as evidence that the teacher agrees with the contents of the evaluation report.
5. The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.
6. A teacher's Final Summative Rating Report (Appendix H-4) will be submitted to the ODE through the eTPES System.

#### 10.07 Professional Growth Plans and Professional Improvement Plans

Teachers must develop Professional Growth or Improvement Plans based on the teacher's level of student growth. Professional Growth and Improvement Plans shall be completed and submitted by the end of the first quarter of the school year.

##### A. Professional Growth Plans

1. Teachers whose teacher performance rating indicates Accomplished will develop a professional growth plan by September 30th, utilizing the components set forth in the Teacher Evaluation Form. (Appendix H-4)
2. Teachers whose teacher performance rating indicates Skilled or Developing with no component ranked Ineffective will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation



cycle, utilizing the components set forth in the Teacher Evaluation Form. (Appendix H-4)

B. Professional Improvement Plans

1. Teachers whose teacher performance rating indicates Ineffective, or who have any one component of their evaluation rated at Ineffective, will develop a professional improvement plan which is written specifically for the Ineffective areas with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional improvement plan, utilizing the components set forth in the Teacher Evaluation Form. (Appendix H-4)
2. A professional improvement plan is a clearly articulated assistance program for a teacher whose teacher performance measure dimension of the evaluation is ineffective and shall include:
  - a. Specific performance expectations, resources and assistance to be provided;
  - b. Timelines for its completion; and
  - c. Monetary, time, material, and human resources.

10.08 Personnel Action

- A. The evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers.
- B. Nothing in this policy will be deemed to prevent the Board from exercising its rights to nonrenew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the Wellington Education Association.
- C. Any time limits or deadlines included in the OTES Evaluation Procedure not mandated by law may be extended by mutual agreement of the teacher and the administration.

10.09 Due Process

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

#### 10.10 Changes in Law

If the statutory student growth measure percentage is reduced by law from the current fifty percent (50%) level, the parties may agree to enter into a Memorandum of Understanding to incorporate the reduced percentage level into the Agreement.

Any other changes in the law that require modification shall be addressed as soon as possible through the negotiations process for mid-term bargaining set forth in Article II.

### **ARTICLE XI – OHIO SCHOOL COUNSELOR EVALUATION SYSTEM (“OSCES”)**

#### 11.01 Purpose

- A. To serve as a tool to advance the professional learning and practice of counselors individually and collectively in the District.
- B. To inform counselor performance.
- C. To assist counselors and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student achievement.

#### 11.02 Application

- A. The OSCES procedure described in this Article applies to District employees who meet one of the following categories:
  - 1. A counselor working under a license issued under Ohio Revised Code (O.R.C.) Sections 3319.22, 3319.26 or 3319.226; or
  - 2. A counselor working under a permanent certificate issued under O.R.C. 3319.222 as existed prior to September 2013; or
  - 3. A counselor working under a permanent certificate issued under O.R.C. 3319.222 as it existed prior to September 2006; or
  - 4. A counselor working under a permit issued under O.R.C. 3319.301.
- B. This teacher evaluation policy does not apply to substitute counselors.

### 11.03 Definitions

#### A. Credentialed Evaluator

Evaluations will be conducted by persons holding evaluator credentials established by the Ohio Department of Education (ODE). Evaluators must complete state-sponsored evaluation training and pass the online credentialing assessment.

Staff members will be evaluated by their building administrator, unless chosen otherwise by accomplished rated teachers.

The Association and the Superintendent will develop, approve, and maintain a list of other credentialed evaluators annually.

#### B. Days

“Days” for the purpose of the OSCES procedure shall mean school days, and not calendar days.

#### C. Effectiveness Rating

Counselors are assigned an effectiveness rating of Accomplished, Skilled, Developing, or Ineffective. An effectiveness rating is based on the following two categories: (1) Counselor performance and (2) Metrics of Student Outcomes. Fifty percent (50%) of the evaluation will be attributed to teacher performance, and fifty percent (50%) will be attributed to metrics of student outcomes.

#### D. Evaluation Instruments

The following forms are the evaluation instruments used in the OSCES procedure:

Appendix J-1	Self-Assessment Summary Tool
Appendix J-2	OSCES Rubric
Appendix J-3	Informal Observation (Walkthrough)
Appendix J-4	OSCES Final Summative Rating of School Counselor Effectiveness
Appendix J-5	OSCES Professional Growth Plan
Appendix J-6	Improvement Plan

#### E. Metric of Student Outcomes

The counselor must provide data demonstrating that students’ skills, knowledge or behaviors have positively changed as a result of the school counselor’s actions.

This data is known as metrics of student outcomes and are a locally developed measure. (Appendix J-7)

#### 11.04 Orientation

- A. All new counselors will receive an orientation regarding the evaluation process within the first ten (10) days of the school year. All counselors will receive an orientation regarding the evaluation process within the first ten (10) days of the school year if any substantive changes have been made to the evaluation process since the previous school year.
- B. No later than September 15 of each year, or in the case of a new counselor, within thirty (30) days of the first day employed, each counselor will be notified in writing of the name and position of his/her evaluator.
- C. In the event a counselor performs work under the supervision of more than one supervisor, the supervisor designated as the evaluating supervisor shall be the supervisor under which the counselor spends the most time. Where a counselor is split among buildings, the formal observations shall be split so that the counselor will be observed by a supervisor from each building during the school year. In the event that the counselor's evaluating supervisor is unavailable (due to a long-term absence or leave), another credentialed evaluator employed by the Board as an administrator will be assigned.

#### 11.05 Evaluation Procedures

##### A. Self-Assessment

Counselors may complete a self-assessment form (Appendix J-1) to identify strengths and areas for growth. Completion of the self-assessment is optional and within the counselor's discretion to share the form with his or her credentialed evaluator.

##### B. Evaluation Schedule

- 1. Unless as otherwise set forth in this Article, counselors shall be evaluated once each school year. Said evaluation shall include at least two (2) formal observations and periodic classroom walkthroughs.
- 2. Counselors on a limited contract who are under consideration for renewal/nonrenewal shall receive at least three (3) formal observations in addition to periodic classroom walkthroughs.
- 3. A counselor who received a rating of "Accomplished" on the counselor's most recent evaluation shall be formally evaluated once every three (3) school years provided the counselor's metrics of student outcomes, for the

most recent year for which data is available, is average or higher, as determined by the ODE. Each Accomplished counselor will be responsible for completing a growth plan on non-formal evaluation years: a growth plan, one pre-observation conference, one post-observation conference, one observation, and metric of student outcome.

4. A counselor who received a rating of “Skilled” on the counselor’s most recent evaluation shall be formally evaluated once every two (2) school years, so long as the counselor’s metrics for student outcomes, for the most recent school year for which data is available, is average or higher and the counselor is on a continuing contract or a limited contract that is not under consideration for renewal/nonrenewal. Each counselor will be responsible for the following on the non-formal evaluation years: a growth plan, one pre-observation conference, one post-observation conference, one observation, and metric for student outcomes.
5. The evaluation shall be completed no later than the first day of May. No later than May 10th, the evaluator will provide a copy of the formal written evaluation report to the counselor. (Appendix J-4) Within five (5) workdays after the administrator issues the written evaluation report to the counselor, a post-evaluation conference will be held between the teacher and the evaluator.

C. Observations

1. A formal observation shall last a minimum of thirty (30) continuous minutes. No observations shall take place on state mandated testing days.
2. The first formal observation shall be preceded by a conference between the evaluator and the employee, which is to be held during the counselor’s contractual work day, prior to the observation in order for the employee to explain plans and objectives for the situation to be observed. If the pre-observation conference takes place outside of the contractual work day, the counselor shall be compensated \$30.00 for up to the first hour, and \$30.00 per hour prorated in fifteen (15) minute increments thereafter. All subsequent observations will be unannounced.
3. A post-observation conference shall be held no later than five (5) school days after each observation. If unforeseen circumstances require the conference to be held later, it will be rescheduled for a mutually-agreeable date. The evaluator shall provide the counselor with copies of all written documentation from the observation during the post-observation conference. (Appendix J-3)
4. There shall be at least one (1) observation prior to December 15 and at least one observation between January 15 and April 15. There shall be at

least fifteen (15) school days between the post-observation conference and the next formal observations. This provision may be waived under extenuating circumstances.

5. If after the first or second formal observation a counselor's performance is found deficient to the extent that adverse personnel action may result, a minimum of one additional observation shall be scheduled.
6. No observation will take place during the first week that school is in session or during the two (2) days prior to or two (2) days following Winter Break or Spring Break.

D. Walkthroughs

1. Walkthroughs shall be at least five (5) consecutive minutes but not more than twenty (20) consecutive minutes, and should be sufficient duration to allow the evaluator to assess the focus of the walkthrough.
2. Written comments must be shared with the employee within five (5) days after the walkthrough. If unforeseen circumstances do not allow for written feedback to be issued within five (5) days, the counselor and evaluator will determine a mutually-agreeable date for the written comments to be provided.
3. Data gathered from the walkthrough will be recorded on the Walkthrough Document. (Appendix J-3)

E. Performance Assessment

1. The 50 percent counselor performance measure shall be based on the Ohio Standards for the School Counselor Profession.
2. The evaluator will compile data from information obtained from professional growth or improvement plans, observations, walkthroughs, and conferences to determine the counselor performance rating.

F. Finalization of Evaluation

1. Each counselor's performance rating will be combined with the Metrics of Student Outcome to produce the summative evaluation rating based upon the Evaluation Matrix. (Appendix J-4)
2. The final evaluation will be completed by the evaluator by May 1st.
3. No later than May 10th, the evaluator will provide a copy of the final written evaluation report to the counselor. (Appendix J-4) Within five (5)

after the administrator issues the written evaluation report to the counselor, a post-evaluation conference will be held between the teacher and the evaluator.

4. The counselor and evaluator shall sign the final written evaluation report. The counselor' signature shall verify notification to the counselor that the evaluation will be placed on file, but shall not be construed as evidence that the counselor agrees with the contents of the evaluation report.
5. The counselor shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the counselor's personnel file. A copy, signed by both parties, shall be provided to the counselor.
6. The counselor's Final Summative Rating Report (Appendix J-4) will be submitted to the ODE through the eTPES System.

#### 11.06 Professional Growth Plans and Professional Improvement Plans

Counselors must develop Professional Growth or Improvement Plans based on the counselor's level of metrics of student outcomes. Professional Growth and Improvement Plans shall be completed and submitted by the end of the first quarter of the school year.

##### A. Professional Growth Plans

1. Counselors whose counselor performance rating indicates Accomplished will develop a professional growth plan and may choose their credentialed evaluator, utilizing the components set forth in the Counselor Evaluation Form. (Appendix J-5)
2. Counselors whose counselor performance rating indicates Skilled or Developing will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle, utilizing the components set forth in the Counselor Evaluation Form. (Appendix J-5)

##### B. Professional Improvement Plans

1. Counselors whose counselor performance rating indicates Ineffective will develop a professional improvement plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional improvement plan, utilizing the components set forth in the Counselor Evaluation Form. (Appendix J-6)

2. A professional improvement plan is a clearly articulated assistance program for a counselor whose counselor performance measure dimension of the evaluation is ineffective and shall include:
  - a. Specific performance expectations, resources and assistance to be provided;
  - b. Timelines for its completion; and
  - c. Monetary, time, material, and human resources.

#### 11.07 Personnel Action

- A. The evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of counselors, renewal of counselor contracts, and the removal/nonrenewal of poorly performing counselors.
- B. Nothing in this policy will be deemed to prevent the Board from exercising its rights to non-renew, terminate, or suspend a counselor contract as provided by law and the terms of the collective bargaining agreement in effect between it and the Wellington Education Association.
- C. Any time limits or deadlines included in the OSCES Evaluation Procedure not mandated by law may be extended by mutual agreement of the counselor and the administration.

#### 11.08 Due Process

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

### **ARTICLE XII – CURRICULUM COMMITTEE**

#### 12.01 The Curriculum/Technology Committee

- A. The Curriculum Committee shall consist of all Department Chairs/Team Leaders from each building, an administrator from each building, and the Superintendent. The Committee shall consider curriculum and technology matters referred to it by the Superintendent and shall make advisory recommendations directly to the Superintendent.

Annually, this Committee, with input from the teaching staff, will formulate a plan for the following year's curriculum and technology activities. All advisory recommendations of the Committee shall be made by consensus.



- B. Upon the recommendation of the Committee or upon his/her own initiative, the Superintendent/Superintendent Designee may appoint grade-level or department committees to make recommendations for adoption of instructional materials.
- C. Any curriculum work or meeting of the Curriculum Committee outside of the workday or school year shall be compensated at a rate of thirty dollars (\$30.00) per hour of work. Release time during the regular workday shall be provided at no loss of pay or benefits. A teacher shall not be entitled to receive double payment for working beyond the regular day on curriculum; i.e., ESC stipend.

### **ARTICLE XIII – HIGH SCHOOL PROGRAMS**

#### 13.01 High School/College Articulation Program/Dual Credit

- A. The Board of Education and the WEA agree to participate in a high school/college articulation program in which staff members are approved by the sponsoring college/university to teach college level courses as part of their regular teaching load.
- B. Selection of instructors shall be on a voluntary basis. Qualified administrators may teach college level courses if no qualified staff members apply. Staff members who teach college level courses are required to attend training sessions sponsored by the college or university as a condition of teaching a college course.
- C. Under exceptional circumstances, the principal may approve a lower enrollment in a high school course offered in one (1) section only as a result of a college course being offered in the same subject during the same semester provided the enrollment is not less than ten (10) students.
- D. Qualifications:
  - 1. Master’s Degree or Master’s in progress (This will be dependent on the guidelines of the sponsoring college or university.)
  - 2. 25-40 hours of coursework in the subject to be taught.
  - 3. Recommendation of the Superintendent.
  - 4. Final approval of the college/university.
  - 5. Approval of instructors shall occur on an annual basis and shall be dependent on enrollment.

- E. A stipend shall be offered to staff to compensate for additional papers, projects, etc. on the basis of the following per semester:
- 1-3 Students - \$200 stipend
  - 4-10 Students - \$300 stipend
  - 11 – 15 students - \$500 stipend
  - 16 – 20 students - \$750 stipend
  - 21 or more students - \$1,000 stipend
- \*Student count shall be verified through EMIS.
- F. Such stipend shall be paid at the conclusion of the school year when grades are turned in to the college/university.
- G. Staff members may not teach more than one (1) section of a college course per year unless prior approval is granted by the Superintendent.

#### 13.02 Online Coursework/Supervision

Any work by a teacher supporting students on online coursework (i.e. credit recovery) that occurs outside the workday shall be paid at \$30.00/hour.

### **ARTICLE XIV – WORKING CONDITIONS**

#### 14.01 Access to Personnel File

- A. The official personnel file of each teacher shall be maintained in the office of the Superintendent in accordance with the law.
- B. A teacher shall have access to his/her personnel file upon request. A representative of a teacher shall have access to said teacher's personnel file when said teacher requests such access in writing to the Superintendent or his/her designee. A teacher or his/her representative shall not remove any material from the teacher's personnel file.
- C. Except as specified in 14/04-G, Complaints against Teachers, access to the personnel file of a teacher shall be limited to Board members, Central Office administrators, immediate Building Principal(s), administrators directly supervising the affected teacher, or the designee of the teacher. The teacher's personnel file may be reviewed by other administrators employed or working in the District with written notification to the teacher.
- D. A teacher shall be entitled to a copy of any specific material(s) in his/her file upon written request.

- E. Letters or materials anonymous to the teacher or reports partially or entirely based on sources anonymous to the teacher shall not be placed in a teacher's personnel file.
- F. Each teacher shall have the right to indicate those documents and/or other materials in his/her personnel file, which he/she believes to be irrelevant, untimely, incomplete, and/or inaccurate. The teacher shall have the right to request that the irrelevant, untimely, complete, and/or inaccurate materials be removed from the file and destroyed. Such request shall be reviewed by the Superintendent. If the Superintendent does not agree to remove the materials, the teacher may attach a response to the materials.
- G. The bargaining unit member shall receive a copy of all materials placed in his/her personnel file.
- H. Only materials within the official personnel file shall be used for employment decisions. Critical materials other than permanent documents of a teacher shall be removed by the Superintendent at the request of the teacher from the teacher's personnel file after thirty-six (36) months if there is no reoccurrence of the same issue.

#### 14.02 Medical Examination

The Board, consistent with ADA and its regulations, may require of any teacher a health certificate from a physician. The health certificate, if required, shall be filed in the office of the Superintendent and shall not be construed as a public record. The Board shall bear such cost.

#### 14.03 Employee Disciplinary Procedure

- A. No disciplinary action will be taken against any teacher except for good and just cause.
- B. The purpose of this disciplinary procedure is to secure, at the lowest possible level, solutions to problems which may arise during the school year affecting employees' classroom performance and/or compliance with District rules, regulations, policies, or directives in an effective and confidential manner.
- C. An employee may be disciplined for willful insubordination, neglect of duty, violation of rules and regulations, or for violation of administrative policies or directives adopted by the Board in accordance with the following procedures: An employee may be disciplined for improper conduct including but not limited to neglect of duty, insubordination, violation of rules, regulations and policies of the Board of Education, violation of Ohio law, safety and administration policies or directives adopted by the Board of Education. The following procedures shall apply to employee discipline:

1. Verbal Warning –

Verbal warnings should be discussed in private between the parties involved. Whenever an administrator intends to issue a verbal warning, he/she will inform the employee that the first step of the disciplinary procedure is being initiated.

2. Written Reprimand (within one (1) calendar year of verbal warning) –

Within three (3) workdays of the event, the administrator shall meet with the employee to discuss the reprimand. At this meeting, the teacher may be represented by a member of the Association or the agent of record. If the teacher is absent, the three (3) day notification may be extended per day absent.

3. Suspension (within one (1) calendar year of written reprimand) –

a. The Superintendent may suspend an employee without pay for up to three (3) workdays.

b. Depending upon the severity of the offense, the Superintendent may increase the number of suspension days.

- D. In the case of suspension without pay for three (3) days or less, the Superintendent will explain the reason(s) for the discipline to the employee prior to suspension. If the Superintendent determines suspension of three (3) days or less is appropriate, the Superintendent shall provide a written notice including the reason(s) and effective date(s) of suspension.

If requested in writing within five (5) contract days of receipt of the notification, the employee will be granted a hearing before the Board in executive session no later than the next regularly scheduled meeting. The employee may be accompanied by a representative and will be given the opportunity to explain why suspension is not warranted. Within five (5) contract days following the hearing, the Board shall provide a written notice, including the reason(s) and the effective date(s) of the suspension if it decides suspension is warranted.

- E. Discipline will normally be progressive, but if discipline is instituted out of this sequence, it shall be reasonable and for just cause.
- F. Fringe benefits shall remain in effect during the time of any suspension.
- G. If any grievance is filed because of a suspension without pay, the grievance may be subject to expedited arbitration by the union.

- H. This procedure shall not be construed as to limit or to prevent an administrator from discussing concerns or problems in private with any teacher. This action shall not be referred to as Employee Discipline. All verbal discussions will be considered informal and will have no bearing on future Employee Discipline. The bargaining unit member may at any time during the discussion ask for and be granted representation by a person of his/her choice.
- I. Nothing herein shall be construed as limiting or prohibiting the Administration's authority under and/or its duty to report possible criminal activity.

#### 14.04 Complaints Against Teachers

If accusations are made to any administrator against any teacher, it is the responsibility of the administration to inform the teacher and, if warranted, to investigate such charges. Complaints that are made anonymously will be disregarded, unless the complaint constitutes a violation of law, is a matter of mandated reporting, or is an allegation of harassment subject to Board Policy. It is also the administration's responsibility to protect the certified teacher through the following procedural steps:

- A. Within three (3) work days of the complaint and prior to any investigation, the teacher shall be informed of the nature of the complaint. The teacher shall be given the opportunity to present his/her side.
- B. If the complaint is not resolved at Step 1, either the accuser, the teacher, or the administrator may request a meeting of all parties involved. Said meeting is to be arranged at a time convenient for all to attend. If this meeting does not resolve the complaint, a summary of the conference shall be completed and forwarded to the Superintendent and the teacher. If further investigation is required, it shall be done at this time.
- C. Upon completion of the investigation, if the administrator finds cause to reduce his/her findings in writing, within five (5) school days he/she shall submit them to the certified teacher and allow an opportunity for a written rebuttal to be attached to all copies of this investigation report. If no written findings are issued, the matter shall be considered closed. If the administrator finds cause but does not reduce the findings to writing, he/she shall inform the teacher that the records shall be retained and reviewed only if another incident of the same nature occurs.
- D. If the teacher is not satisfied with the written findings of the investigation, he/she shall have the right to appeal and to have a conference with the Superintendent.
- E. If the teacher is not satisfied with the results of the Superintendent's appeal, he/she will have the right to appeal and to have a conference with the Board.
- F. At each level of these meetings, the teacher may be accompanied by legal counsel and/or representation of his/her choosing. These conferences shall be private.

- G. Any complaint that may result in discipline shall be subject to Section 14.03 which shall supersede the provisions set forth herein.

\*These procedural steps shall not be required when accusations involve neglect, abuse of any kind, or harassment covered by Board policy.

#### 14.05 Personnel File

- A. A teacher shall be notified immediately of any request(s) to view the contents of the teacher's personnel file. The person or persons requesting to see a teacher's file shall not be granted access to the file for a period of at least three (3) work days from the time of the request. The teacher may review his/her file during this time and the teacher shall be given the opportunity to be present when his/her file is viewed. Nothing in this procedure shall be construed to waive any rights conferred under O.R.C. Chapter 1347.
- B. Only materials within the official personnel file shall be used for employment decisions. Critical materials other than permanent documents of a teacher shall be removed by the Superintendent at the request of the teacher from the teacher's personnel file after thirty-six (36) months, if there is no reoccurrence of the same issue.

#### 14.06 Drug Free Workplace

- A. No employee of the Wellington Exempted Village Schools shall unlawfully possess, use, or distribute illicit drugs, controlled substances, or alcohol while on school premises.
- B. This article does not replace the requirement to report child endangering (O.R.C. 2151.421) and any employee who admits to, pleads guilty, or is convicted of child endangering acts or sale or dispensing drugs or alcohol to minors shall be exempted from this article and shall waive rights under all applicable articles of the negotiated agreement, enabling personnel action to be taken within the limits of the law.
- C. "Workplace" is defined to mean the site for the performance of work done in connection with employment. The workplace includes any school building, school property, school-owned vehicles, or school-approved vehicle used to transport students to and from school or school activities, off school property during any school-sponsored or school-related activity, event or function, such as a field trip or athletic event where students are under the jurisdiction of the School District.

D. Eligibility for Rehabilitation and Return to Work

The Superintendent will review the circumstances of each case to determine whether the teacher will be subject to either Section 14.03 of this Agreement or O.R.C. §3319.16. Decisions will not be arbitrary or capricious. Teachers are to follow the Code of Conduct for Educators as outlined by the Ohio Department of Education and should be aware that such behaviors could result in the revocation or suspension of licensure.

Any employee who admits to, pleads guilty, or is convicted in any court of law for a first alcohol or drug abuse offense, which is a misdemeanor and which involves use in the workplace, shall be referred to and satisfactorily complete a drug/alcohol rehabilitation and intervention program. Rehabilitation and intervention shall be at the employee's expense, except as may be covered by applicable group health plan terms, sick leave policies, and other leaves of absence policies. The employee shall not return to his/her employment assignment and shall waive all rights under all applicable articles of the negotiated agreement, should the employee fail to comply with the provisions of this section.

- E. Any employee who admits to, pleads guilty, or is convicted in any court of law for a second alcohol or drug abuse offense, which is a misdemeanor and which involves use in the workplace, shall be suspended for one (1) to five (5) days unpaid and shall be referred to and satisfactorily complete a drug/alcohol rehabilitation and intervention program. Rehabilitation and intervention shall be at the employee's expense, except as may be covered by applicable group health plan terms, sick leave policies, and other leaves of absence policies. The employee shall not return to his/her employment assignment until intervention or treatment as deemed necessary by a physician who consults with the Superintendent. The employee shall not return to his/her employment assignment and shall waive all rights under all applicable articles of the negotiated agreement, should the employee fail to comply with the provisions of this section.
- F. Any employee who admits to, pleads guilty, or is convicted in any court of law for a third alcohol or drug abuse offense, which is a misdemeanor and which involves use in the workplace, shall waive all rights under all applicable articles of the negotiated agreement, and the Board will act upon the Superintendent's personnel action recommendation.
- G. Any employee who pleads guilty, or who is convicted in any court of law for an alcohol or drug abuse offense, which is a felony or a misdemeanor resulting in withdrawal of proper certification, shall waive all rights under all applicable articles of the negotiated agreement, and the Board shall take such personnel action as it deems necessary.
- H. Employees convicted of violating any Federal, State, or Local criminal drug/alcohol statute, where the violation occurred within the "workplace"

definition of Section 14.06, must report the conviction to the Superintendent within five (5) working days of the conviction.

#### 14.07 Duties

##### A. Detention

1. The administration shall first offer the assignment of detention to bargaining unit members at the high school and the middle school. Should no bargaining unit member accept the offer within a reasonable period of time, the administration may offer such assignment to the District's non-union support staff.
2. Detention shall be up to sixty (60) minutes.
3. Detention duty shall be established annually as early morning detention or afternoon detention. After consultation with the Association, the Administration shall establish the timeframe (early morning or afternoon) for detention for the following year prior to the last student day of the end of the school year. It will also be established whether it will be absorbed into a teacher schedule at each building or whether it will be posted as an hourly supplemental position for the following year.
4. If the duty at each school is an hourly posted supplemental position, any bargaining unit member who is awarded the duty of early morning detention supervisor shall be scheduled to arrive ten (10) minutes prior to the start of the detention session or shall be scheduled to stay at the end of the school day for the allotted length of time of the detention session and shall be paid at the hourly rate of thirty dollars (\$30.00) per hour.
5. If the duty is absorbed into the teacher schedule, those teacher(s) performing this additional duty shall not be expected or required to work more than that time stated in the negotiated agreement. Any bargaining unit member who has the duty of early morning detention supervisor shall be scheduled to arrive ten (10) minutes prior to the start of the detention session and shall have his/her daily teaching assignment scheduled to conclude in an equal amount of time at the end of the regular workday. Teacher(s) assigned for the duty of afternoon detention supervisor shall be scheduled to arrive up to sixty (60) minutes later than his/her regular start time and shall have his/her daily teaching assignment scheduled to conclude in an equal amount of time.
6. Teacher(s) that perform this duty as part of their regular work schedule shall not receive additional compensation.
7. The Principal has authority to assign duties to teachers as needed.



B. Extra Duties

1. Extra duties will be equitably assigned on a rotating basis within each building.
2. No member will be made to perform a duty outside of his/her contractual work day.
3. If duties must be performed outside of the contractual work day, members may volunteer to work the duty but may not be forced to work the duty. The affected member(s) shall be paid at the rate of \$40.00 per hour payable to the nearest fifteen-minute increment. Time sheets shall be tracked on a bi-weekly time sheets and turned into the Treasurer's office for compensation on the next paycheck.

14.08 Certification and Licensure

The Board and the Association agree to create a Local Professional Development Committee, hereinafter LPDC, each school year.

- A. The LPDC shall have three-fourths (3/4) of its membership identified as classroom teachers.
1. The LPDC shall consist of at least four (4) members.
  2. The Association shall select the teacher members of the LPDC.
  3. Administration members of the LPDC shall be selected by the Superintendent.
  4. The Association, pursuant to its constitution, shall determine the method(s) of recalling or replacing LPDC teacher members.
  5. The Superintendent shall determine the recall and replacement of non-teacher LPDC members.
  6. The Association shall determine the terms of office for the LPDC teacher members.
  7. The Superintendent shall determine the non-teacher terms of office for the LPDC.
  8. The LPDC shall determine the committee's structure, i.e., President, Vice-President, Chairperson, etc., and scope.

9. The decision(s) of the LPDC shall be by majority vote or by consensus as determined by the LPDC.
  10. The LPDC shall determine its meeting schedule.
  11. Each LPDC member shall be released without penalty during the regular school day when a meeting is scheduled.
  12. Each LPDC member shall be paid thirty dollars (\$30.00) per hour for meetings scheduled after the workday or after the regular school year to a maximum of one thousand dollars (\$1,000.00) per year.
  13. Within thirty (30) days of publication of the Ohio State Department of Education Regulation/Guidelines on LPDC appeals, the Association and the Board shall meet to bargain the Appeals Procedure, which will herein apply.
  14. The LPDC shall approve all programs, course work for all certificated/licensed employees as well as other activities, unless changed by law, and the LPDC shall establish the criteria for such.
  15. All records of the meetings, decisions, and recommendations of the LPDC will be kept on file per the District's Public Records Retention Policy.
- B. The LPDC shall not have any authority to revise, change, delete, or modify any article or section of this negotiated agreement except as provided by 4117.10 (C) or as provided by this Negotiated Agreement.

## **ARTICLE XV – REDUCTION IN FORCE**

### 15.01 Definition

A Reduction in Force shall be defined as the reduction of, the elimination of, or the failure to fill a position in the bargaining unit. This shall comply with O.R.C. 3319.17.

### 15.02 Reasons

A Reduction in Force may occur only for the following reasons:

1. Financial reasons
2. Decreased enrollment

3. Return of teachers from leaves of absence
4. Suspension of schools or territorial changes

15.03 Association Notification

If the Board determines a RIF may occur, the Board shall notify the Association President in writing, not later than sixty (60) days prior to the RIF. The affected employee will be notified after Board action that his/her contract will be suspended thirty (30) days after Board action on the RIF. The notification shall include the reason(s) for the RIF, the position(s) to be reduced, eliminated, or not filled, the date of the meeting during which the Board will consider taking action to implement the RIF, and the proposed effective date of the RIF.

15.04 Impact Bargaining

Representatives of the Board shall meet and review the reasons for the proposed Reduction in Force and its impact if requested by the Association within ten (10) days of the receipt of the notification. Within five (5) days of the request by the Association, a meeting shall be set between the Board's representatives and the Association's representatives unless such a date is mutually extended. If the Association disagrees with the reason(s) for the implementation of the proposed RIF, the Association may initiate the grievance procedure at Step III.

15.05 Seniority

For purposes of this Article, seniority shall mean the length of continuous employment in a bargaining unit position as follows:

A. Seniority Defined:

1. Seniority shall begin to accrue from the first day worked in a bargaining unit position within the District.
2. Seniority shall accrue for all the time a teacher is on active pay status or is receiving workers' compensation benefits within the District.
3. Time spent on unpaid leave or layoff shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
4. Full-time teachers shall accrue one (1) year of seniority for each year worked within the District.
5. Part-time teachers shall accrue seniority prorated against the minimal full-time teacher's work year within the District. (Part-time teachers,

employed prior to July 1, 1993, shall retain all seniority accrued to that date).

6. No teacher shall accrue more than one (1) year of seniority in any work year.
7. For layoff purposes, employees employed under continuing contract shall be given preference over employees employed under limited contract.

B. Equal Seniority

1. A tie in seniority shall occur when two (2) or more teachers 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 teacher:
  - a. The teacher with the first day worked; then
  - b. The teacher with the earliest date of employment (date of hire);
  - c. By lottery, with the most senior teacher being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated Association Representative.

C. Loss of Seniority

Seniority shall be lost when a teacher retires, resigns, is employed in a full-time non-bargaining unit position, or is non-renewed, terminated, or otherwise leaves the employment of the Board.

D. Posting of Seniority List

The seniority list shall be posted twice annually by, November 1<sup>st</sup> and March 1<sup>st</sup> of each work year. The Board shall prepare and post on the designated bulletin board(s) in each building a seniority list indicating area of certification, license, or entry-level requirement, the first day worked, the date of Board resolution to hire, and the contract status (limited or continuing) of each teacher. Said list shall be provided to the Association President on or before the date of posting.

1. The names of teachers on the seniority list shall appear in seniority rank order within areas of certification, license, or entry level requirement, with the name of the most senior teacher appearing at the top of the listing and the name of the least senior teacher appearing at the bottom of the listing.

2. The names of teachers who are certified, licensed, or otherwise minimally qualified in more than one (1) area shall be included on the listing for all areas of certification, license, or entry-level requirement.
  3. The names of part-time teachers shall appear on the seniority list but shall be listed in accordance with seniority as defined in Section 13.05 A. of this Article.
- E. Each teacher shall have a period of thirty (30) days after posting of the seniority list in which to advise the Association and the Board or its representative(s) in writing of any inaccuracies, which affect his/her seniority. The Board or its representative(s), in conjunction with the Association, shall investigate all reported inaccuracies and shall make such adjustments as may be in order and immediately post the updated list. No protest shall be considered after thirty (30) days of the posting of the seniority list, and the list shall be considered as final until the next posting.

#### 15.06 Implementation of Reduction in Force

- A. Recommended reductions shall first be done by not filling positions vacated by termination, non-renewal, voluntary resignation, retirement, or death.
- B. If additional reductions are necessary, no preference for seniority shall be given except when making a decision between teachers who have comparable evaluations. Where comparable evaluations exist, teachers shall be laid off in reverse seniority order, i.e., least senior teacher is the first to be laid off in accordance with contract status within areas of certification, license, or entry-level requirements.
- C. Limited contract teachers shall be reduced first utilizing the following order:
  1. Certification/Licensure within the affected teaching field
  2. Comparable evaluations as defined in this Agreement
  3. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field being the first to be suspended
- D. Should the necessary reduction of teaching positions exceed the number of limited contract teachers in the affected teaching field, continuing contract teachers shall be reduced utilizing the following order:
  1. Certification/Licensure within the affected teaching field
  2. Comparable evaluations as defined in this Agreement
  3. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field being the first to be suspended.

- E. Layoff shall occur by suspension of contract. The limited contract of an affected teacher that expires prior to the effective date of the RIF shall be renewed and then suspended to implement the layoff.

15.07 Comparable Evaluations

- A. Beginning with the 2019-2020 school year, comparable for the purposes of Reduction in Force shall be defined as follows:
  - 1. All Accomplished rated teachers will be deemed comparable to each other.
  - 2. All Skilled/Developing rated teachers will be deemed comparable to each other.
  - 3. All Ineffective rated teachers will be deemed comparable to each other.

15.08 Member Notification

A teacher to be laid off because of a RIF shall be given thirty (30) days advance written notification prior to the implementation of the RIF. Notifications shall be given at the end of the school day. The Association shall be sent a copy of the said notification at the same time. The notice shall state the reason for RIF, the effective date of contract suspension, and the date of the Board's action to implement the RIF.

15.09 Reassignments and Vacancies

- A. No new hire shall be employed in a bargaining unit position until all eligible, laid-off teachers have been offered such position.
- B. No transfer, reassignment, or reclassification shall be made during a period of RIF, which would permit the employment of a non-bargaining unit member and prevent the recall of a teacher on layoff status.
- C. Work previously performed by a teacher whose contract has been suspended by an implementation of a Reduction In Force shall not be subcontracted.

15.10 Benefits

- A. COBRA benefits available according to federal law.
- B. Teachers on the recall list will be given preferential treatment as substitute and part-time teachers. However, acceptance or refusal of said positions shall not disqualify any teacher from the either recall rights specified herein or the right to receive unemployment benefits.

### 15.11 Recall Rights

- A. Teachers whose continuing contracts are suspended by the Board shall have the right of restoration to continuing service status by the Board if and when teaching positions become vacant or are created for which any of such teachers are or become qualified. Seniority shall not be the basis for recalling a teacher, except when making a decision between teachers who have comparable evaluations. Where comparable evaluations exist, laid-off teachers shall be recalled in order of seniority in keeping with contract status, certification, license, or other entry-level requirements for the bargaining unit position, i.e. most senior laid off teacher, first recalled. Notice of recall shall be given by certified and regular mail to the last address given by the teacher to the Superintendent's office. A copy of the notice of recall shall be given to the Association. The teacher shall be given ten (10) working days to accept such offer and shall be granted a minimum of twenty (20) working days from the date of receipt of the recall notice to report to work. If a teacher has secured temporary employment elsewhere, he/she shall be allowed ten (10) additional working days before being required to work.
- B. A teacher who has been laid off shall remain on the recall list for a period of four (4) years unless he/she is recalled, waives his/her recall rights in writing, resigns, fails to accept recall to a position for which he/she is certified, or retires under an Ohio State Retirement System.

## **ARTICLE XVI – LENGTH OF WORKDAY/WORK YEAR**

### 16.01 Planning Time

All full-time elementary teachers shall receive planning time of no less than two hundred (200) minutes per week. Within these two hundred (200) minutes, preparation time shall be scheduled in blocks of no less than thirty (30) consecutive minutes daily during the student day. All full-time secondary teachers shall receive a minimum of one (1) daily planning period, which will be equal to one (1) regular classroom instructional period during the student day.

### 16.02 Duty-Free Lunch

Each teacher shall have thirty (30) consecutive minutes of a duty-free lunch period each day. If necessary, teachers shall be permitted to leave their schools during their lunch periods after notifying the building office.

### 16.03 Length of School Day

Previous to August 1 of any given school year, the Board may alter starting and ending times for school buildings as long as the starting time is not before 7:30 am and the

ending time is not after 3:30 pm. The Superintendent will meet with, and seek input from, the Association President and an Association Representative of the building, before any such change is made.

The length of each school day shall be as follows:

- K-8           Seven (7) hours, ten (10) minutes
- 9-12          Seven (7) hours, twenty (20) minutes

The school day for teachers traveling between school buildings will not exceed seven (7) hours and twenty (20) minutes.

#### 16.04 Compensation for Substituting

- A. Every reasonable effort will be made to secure a regular substitute before a regular teacher is asked to serve as a substitute.
- B. Reassignment may only occur when no substitute is available and when the administrator's only option is to fill the vacant position from within the staff. Administration may not reassign an appropriately certified teacher based on a need, when such an action results in the reassigned teacher's class being filled by a substitute.
- C. Any teacher reassigned to substitute for an entire day for an absent teacher will be compensated at the sub rate. Compensation for partial day substitutions will be determined on a per period basis.
- D. In those cases where a substitute is not available, any teacher agreeing to substitute may be used to cover the class (in whole or part) of the absent teacher. Teachers will be compensated at the rate of thirty dollars (\$30.00) per 7-12 class period and seven dollars and fifty cents (\$7.50) per fifteen (15) minute increment in grades K-6.
- E. Any teacher whose classroom is impacted by the addition of five (5) or more regular education students (including gifted) or three (3) or more special needs students shall be entitled to compensation at the aforementioned rate.

#### 16.05 Length of School Year

The length of the school year shall not exceed one hundred eighty-six (186) days including the following:

- one (1) presentation day;
- one (1) records day; four (4) professional days; and



- two (2) Parent-Teacher/Open House conference days (equal to 14 hours 20 minutes in duration for K-8 and 14 hours and 40 minutes for 9-12).

The Superintendent’s Council shall be involved in the development of a proposed calendar for the upcoming school year.

Administration shall meet with the Professional Development Committee regarding topics for professional days by the last school day of each year to decide topics for professional days for the following school year.

16.06 Extended Service

The salary for extended service shall be at the teacher’s per diem rate for the following periods:

CTE	10 days
Middle School Counselors (4-8)	10 days
Elementary School Counselors (K-3)	10 days
High School Counselors	10 days
Library/Media Specialist	10 Days*

\*The libraries will be open on all student instructional days.

The Board may approve additional days as necessary, upon the recommendation of the Superintendent.

16.07 Faculty Meetings

Teachers will be required to attend one (1) monthly faculty meeting (or nine (9) per school year), without compensation, and not to exceed forty-five (45) minutes in duration. Administrators are encouraged to utilize memos to communicate with staff whenever possible as opposed to scheduling meetings.

16.08 Professional Development

A. In-Person Professional Development

1. Administration will minimize requiring teachers to attend professional development occurring during the student school day which is not part of the annual curriculum academic plan.
2. Teachers shall be compensated at thirty dollars (\$30.00) per hour for any time beyond their normal work day for District assigned professional development activities.

3. The intent of this section is to maximize student contract/instructional time by assigned teacher.

B. Electronic Professional Development (i.e. Public School Works)

1. Electronic professional development courses such as Public School Works modules that are mandatory to be completed and are unable to be completed within the contractual workday on Professional Development Days will be paid at an hourly rate of thirty dollars (\$30.00) per hour for the work performed up to a maximum of one hundred twenty dollars (\$120.00) total.
2. If all professional development modules are completed prior to the last workday of the year and the employee chooses to leave early on the last workday of the year once all other work is completed, he/she may do so in lieu of payment for the coursework being completed outside of the workday.

16.09 Professional Development Committee

A. Purpose

A Professional Development Committee shall be established to make decisions regarding professional development to be held on in-service days as well as early release/late start days. The District meetings shall be planned by the Professional Development Committee prior to October 1 each year, and the building level meetings shall be planned by the principal and the building members of the Professional Development Committee.

Waiver days and voucher in-service opportunities also may be planned by the Professional Development Committee.

B. Continuing Composition and Selection

1. The Committee shall be comprised of seven (7) members as follows:

Three (3) teachers, one from each building  
Each building principal  
Superintendent or designee

2. The three (3) teacher members shall be appointed by the WEA President.

C. Chairperson

The Committee Chairperson shall be the Superintendent.

D. Decision Making

Decisions shall be made by majority vote of the Committee members present and voting.

E. Meetings

The number of meetings necessary shall be up to the Committee depending on the number and type of professional development being sought for staff members. Meetings may take place during the school day or after school depending on the needs of the District and the Committee. If meetings take place on release time, the District will provide substitute teachers. If the meetings take place after school, members of the Committee will be compensated at a rate of \$30.00 per hour.

**ARTICLE XVII – ASSIGNMENT, VACANCY, AND TRANSFER**

17.01 Assignment

No later than the last student day of each year, every teacher shall receive notice of his/her assignment by e-mail which shall contain the grade or grades, subject or subjects, and building or buildings where assigned for the next year. Only with written reasons will changes be made after this date.

17.02 Transfer

- A. A transfer shall be defined as a change in assignment by a teacher from one bargaining unit position to another.
- B. A voluntary transfer shall be defined as a teacher initiated reassignment.
- C. An involuntary transfer shall be defined as a Board initiated reassignment of a teacher.

17.03 Involuntary Transfer Procedure

- A. If no teacher requests a vacant position, the Board may assign the least senior person in the affected certification to that position.
- B. No teacher shall be involuntarily transferred in an arbitrary or capricious manner.
- C. Any involuntarily transferred teacher shall be given written reasons for such transfer.
- D. No transfer shall be implemented during a period of Reduction In Force that will negatively cause the layoff of a more senior teacher.

#### 17.04 Vacancy Postings

- A. A vacancy shall be defined as a new bargaining unit position created by the Board or one which will be open for ninety (90) work days or longer as a result of resignation, termination, non-renewal, death, retirement, one-year unpaid leave of absence and/or transfer to another position and that the Board intends to fill.
- B. Posting for vacancies shall be done as soon as possible, but no later than thirty (30) calendar days after the occurrence of the vacancy.
- C. The vacancy notification shall be posted by sending an e-mail to all Association members and by posting the vacancy on the District's website.
- D. During the summer, the District shall email all vacancy postings to teachers and mail hard copies to the Association Co-Presidents. The Association will provide the Superintendent and the Treasurer with contact information for the Co-Presidents.
- E. All bargaining unit vacancies, which occur, shall be posted for a period of at least ten (10) workdays. All teachers may bid on all postings for which they are certificated and for which they meet minimum qualifications. Vacancies which occur between July 31st and the first workday of the school year shall be posted online for a period of five (5) days after the e-mail notice of vacancy is sent to all bargaining unit members. Vacancies which occur between the first workday and September 30th shall be posted for a period of three (3) workdays (upon receipt of notification to the Co-presidents of the Association) and all bargaining unit members shall receive notification of the vacancy by e-mail.
- F. The vacancy notification shall include the position title, entry level qualifications, licensing and/or certification requirements, description of the position's duties, location where it is to be performed, date of initial posting, and last date to apply for the position.
- G. No vacancy may be filled on a temporary basis for more than sixty (60) calendar days after which time the vacancy shall be permanently filled. Permanently filled positions must go through the posting process.
- H. Vacancies shall be filled with the most senior applicant, unless in the judgment of the Superintendent, said applicant is not the most qualified based upon past job performance or upon the teacher's training and experience. Seniority within the unit shall be the final determining factor in the filling of a vacancy if all other qualifications are equal. The Superintendent will not be arbitrary and capricious in making such decisions.

- I. If the most senior applicant is not selected for the vacancy and submits a written request, the Superintendent will explain the determination, in writing, to that most senior applicant and to the Association President.

#### 17.05 Filling Supplemental Positions

- A. The supplemental vacancy notification shall include the position, title, entry level qualifications, licensing and/or certification requirements, description of the position's duties, location of school site, date of initial posting, and last date to apply for the position. Posting and filling of the supplemental positions shall be in accordance with Section 17.04 of this Article, except where noted in 17.05 B.
- B. Section 17.04 (H), (I), (J) of the Negotiated Agreement shall not apply to the supplemental contracts sections of this agreement at the initial hiring of the coach, director or other position listed under Section 7.08 Supplemental Pay of the Negotiated Agreement. Initial hiring means that the position has been vacated by the previous coach, director, etc. or is a newly created position. Should an individual hold a position listed on the supplemental contract schedule, resign that position, and wish to reapply at least one (1) year later, that position would be treated as an "initial hiring".
- C. Acceptance of a supplemental contract shall be voluntary. Individuals employed under this section shall be employed under a Limited Contract, which shall expire each June 30th.
- D. There shall be at least one (1) written evaluation made on each head varsity coach, club advisor or class advisor, varsity cheerleading advisor, academic coach, instrumental music director, and yearbook advisor each school year. The first evaluation shall be based on an observation of at least thirty (30) minutes by the athletic director, principal, or immediate supervisor of the coach, director, or advisor.
  1. The written evaluation of non-coaching advisors shall be made during the school year, before May 1st.
  2. The evaluation of head coaches shall be made after the Ohio High School Athletic Association starting date and before the first game (or match). An evaluation conference will be held between the head coach, the athletic director, principal, or supervisor following each evaluation. The first evaluation conference will be conducted no later than five (5) workdays after the first game (or match) is played. The second will be conducted within fifteen (15) workdays after the last game (or match) is played.
  3. Observations resulting in identification of performance deficiencies shall be followed within five (5) workdays by a conference between the evaluator and the coach/advisor 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 observation report shall be given to the coach/advisor at the post-observation conference.

4. Evaluations shall be based upon the Board-adopted job description. The job description shall be given to each coach at the time of hiring.
  5. The athletic director, principal, or supervisor shall include in the evaluation specific recommendations regarding any desired improvements and the means by which the coach, advisor, or director may obtain assistance in making such improvements.
  6. When one (1) or more deficiencies are observed and noted on a written evaluation, the evaluator may conduct formal, unannounced observations for the purpose of addressing the noted deficiencies.
  7. The ultimate responsibility for correcting any noted deficiencies shall rest with the coach/advisor/director.
  8. Coaches, directors, or others listed on the Supplemental Salary Schedule that are presently holding a position(s) shall be given preference to be re-employed to said position based on written evaluations by the athletic director, principal, or their immediate supervisor.
- E. The employment or re-employment of all assistants shall be based upon the recommendations of the varsity head coach or director with the concurrence of the athletic director, principal, or immediate supervisor.
- F. A teacher's performance in a supplemental position shall not be included on the teacher's performance evaluation in his/her regular teaching position unless the performance has an impact on the teacher's classroom performance.
- G. Failure to complete the evaluation process shall have no impact on the automatic expiration of the supplemental contract on June 30.

#### **ARTICLE XVIII – CLASS SIZE**

- A. For the 2019-2020 school year, class sizes for instructional classes shall be:
1. K-8 class size shall not exceed twenty-seven (27) pupils to one (27:1) certificated/licensed staff member per class.
  2. 9-12 class size shall not exceed twenty-nine (29) pupils to one (29:1) certificated/licensed staff member per class.

For the 2020-2021 school year and beyond, class sizes for instructional classes shall be:

1. K-3 class size shall not exceed twenty-five (25) pupils to one (25:1) certificated/licensed staff member per class.
2. 4-8 class size shall not exceed twenty-seven (27) pupils to one (27:1) certificated/licensed staff member per class.
3. 9-12 class size shall not exceed twenty-nine (29) pupils to one (29:1) certificated/licensed staff member per class.

For each student exceeding the class size levels above, a stipend of two hundred-fifty dollars (\$250.00) will be paid per semester.

- B. Study halls, bands, choirs, music, physical education, library, computer, and art shall be excluded from class size limitations so long as the classroom can accommodate the size of the class and the safety of the students.
- C. Class size will be determined based on class numbers during the 1<sup>st</sup> week of October. For second semester classes, class size will be determined based on class numbers during the 1<sup>st</sup> week of February.
- D. The participation of an inclusion teacher in the classroom will not change the teacher/pupil ratios established above.
- E. Teachers whose duties are impacted by student with an IEP shall participate as a member of the IEP team. The teacher shall be present for IEP team meetings. Teachers shall be granted release time for meetings that occur during the workday.
- F. Teachers working with a student on an IEP shall have the opportunity to review all appropriate documents concerning the identification and placement of the student.
- G. The ratio for special education classes shall be according to State and Federal guidelines.

### **ARTICLE XIX – PROFESSIONAL DRESS**

Teachers shall dress in a manner that conveys a professional appearance. Individual exceptions may be made for classroom needs. Special occasion casual dress days in each building are acceptable, if authorized by the building principal.

**ARTICLE XX – SEVERABILITY**

- A. In the event there is a conflict between a provision of this Agreement and any applicable State or Federal law or valid rule or regulation adopted by a Federal Agency or a State Agency pursuant thereto, the applicable State or Federal law or valid rule or regulation adopted by a Federal or a State Agency shall prevail as to that provision. All other provisions of this Agreement which are not in conflict with any applicable State or Federal law or valid rule or regulation adopted by a Federal Agency or a State Agency pursuant thereto shall continue in full force and effect in accordance with their terms.
  
- B. If, during the term of this agreement, there is a change in any applicable State or Federal law, or valid rule or regulation adopted by a Federal Agency or State Agency pursuant thereto, which would invalidate any provision of this agreement, pursuant to Article I of the Negotiated Agreement, the parties will meet to negotiate any necessary change in the Agreement relative to the affected provision within sixty (60) days by demand of either party. Dispute resolution shall be pursuant to Article II, C and D.
  
- C. If, during the term of this agreement, there is a change in any applicable State or Federal law or valid rule or regulation adopted by a Federal or a State Agency pursuant thereto which requires the Board of Education to develop policies that affect the term(s), condition(s) of employment, or working condition(s) in accordance with O.R.C. 4117, then pursuant to Article I of the Negotiated Agreement, the parties will meet to negotiate the additional term, condition of employment or working condition within sixty (60) days by demand of either party. Dispute resolution shall be pursuant to Article II, C and D.

**ARTICLE XXI – NO STRIKE CLAUSE**

- A. The Association (including its State and National Affiliates) and each teacher shall not cause, engage in, or sanction any illegal strike, slow-down, or other concerted action for the term of the agreement or any extension thereof. Nor shall there be any strike or interruption of work during the term of this agreement because of any dispute or disagreement between any other person who is not a signatory party of this Agreement.

**ARTICLE XXII – ENTIRE AGREEMENT CLAUSE**

- A. This Agreement represents the entire Agreement of the parties. Upon adoption of the Agreement by the Board, it shall take precedence over any prior Board policies, rules, or regulations that may be inconsistent with this Agreement.
  
- B. The parties jointly acknowledge that during the course of the negotiations which resulted in this Agreement, each party had unlimited rights and opportunities to make demands and proposals with respect to any matter. This Agreement is the product of an exercise of those rights and opportunities and the ensuing negotiations.



**ARTICLE XXIII – JOB DESCRIPTIONS**

**23.01 Job Description Committee**

A specific job description has been prepared for each certified position within the school district. These job descriptions may be revised as changes within the school system require modification. A committee shall be formed to modify job descriptions and will be convened as necessary. The committee shall be comprised of the Superintendent and/or designee, three (3) building principals, three (3) of the Association officers, and one (1) employee from the certification in the position that will be modified. Decisions of the committee will be based on consensus of the committee on new revised job descriptions prior to Board approval.


Any newly revised job descriptions will be provided to all certified employees in the applicable position after the job description(s) have been drafted and approved by the Board.

[NOTE: The WEA agrees to remove the job descriptions so long as there is a committee structure in place with consensus agreement on the changes to the job descriptions.]


[FMCS consensus training prior to committee convening.]

**ARTICLE XXIV– DURATION**


This Agreement shall be in effect from July 1, 2019 through June 30, 2022.

  
\_\_\_\_\_  
Co-President  
Wellington Education Association

10/9/2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Co-President  
Wellington Education Association

10/9/2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Representative  
Board of Education, Wellington Ex. Village Schools

10/8/2020  
\_\_\_\_\_  
Date

**ARTICLE XXIII – JOB DESCRIPTIONS**

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\_\_\_\_\_  
Co-President  
Wellington Education Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-President  
Wellington Education Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Representative  
Board of Education, Wellington Ex. Village Schools

\_\_\_\_\_  
Date

Wellington Exempted Village School District  
Summary of Plan Designs

	Premium	Min. Value Based Design for ACA
<b>In-Network</b>		
Deductible (In-Network)	\$750/\$1,500	\$4,000/\$8,000
- Earned Incentive Award	<u>(\$250)/(\$500)</u>	<u>(\$250)/(\$500)</u>
Deductible (In-Network)	\$500/\$1,000	\$3,750/\$7,500
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Max (does not include deductible)	\$1,500/\$3,000	\$2,250/\$4,500
Out-of-Pocket Max (includes deductibles, coinsurance and medical/drug copays)	\$6,600/\$13,200	\$6,600/\$13,200
<b>Out-of-Network</b>		
Deductible (Out-of-Network)	\$1,500/\$3,000	\$4,000/\$8,000
Coinsurance	60%	50%
Coinsurance Out-of-Pocket Max (does not include deductible)	\$3,000/\$6,000	\$10,000/\$20,000
Out-of-Pocket Max (includes deductibles, coinsurance and medical/drug copays)	Unlimited	Unlimited
<b>Office/Emergency Visit</b>		
OV Copay	\$25	\$50
Urgent Care Visit	\$40	\$100
Specialist Visit	\$40	\$100
ER Copay – Emergency	\$100	\$300
ER Copay – Non-Emergency	\$200	\$300
<b>Preventive Services</b>		
Immunizations	100% In-Network	100% In-Network
Routine Physical	100% In-Network	100% In-Network
Routine PSA	100% In-Network	100% In-Network
Endoscopies	100% In-Network	100% In-Network
Pap Test Exam	100% In-Network	100% In-Network
PPACA Expanded Wellness Svcs	100% In-Network	100% In-Network
<b>Prescription Drug Benefit</b>		
Retail Drug Card	\$10/\$25/\$50	Ded. then \$10/\$50/\$100
Mail Order	\$20/\$50/\$100	Ded. then \$20/\$100/\$200
Specialty Medications	\$60	Ded. then \$200
Step Therapy	Yes	Yes
Mandatory Mail Order	Yes	Yes
Maintenance Choice	Yes	Yes

The parties have agreed to the Premium plan as offered through LERC. In the event the Board of Trustees vote to modify the Premium plan, such changes shall apply to this Agreement automatically.

NO. \_\_\_\_\_

GRIEVANCE REPORT FORM

Date \_\_\_\_\_

Level \_\_\_\_\_

Grievant \_\_\_\_\_

Assignment \_\_\_\_\_

Statement of Grievance \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Relief Sought \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

Disposition by Supervisor \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date

WELLINGTON EXEMPTED VILLAGE SCHOOL DISTRICT  
WELLINGTON EDUCATION ASSOCIATION  
CATASTROPHIC LEAVE BANK  
Application for Withdrawal of Leave Bank Days

Employee's Name: \_\_\_\_\_ Social Security No.: \_\_\_\_\_

Position: \_\_\_\_\_ Building: \_\_\_\_\_

Application for use of leave is requested for a serious health condition affecting:

- \_\_\_ Myself    \_\_\_ Spouse    \_\_\_ Child    \_\_\_ Stepchild    \_\_\_ Grandchild    \_\_\_ Father    \_\_\_ Mother
- \_\_\_ Brother    \_\_\_ Sister    \_\_\_ Father-in-Law    \_\_\_ Mother-in-Law    \_\_\_ Sister-in-Law
- \_\_\_ Brother-in-Law    \_\_\_ Son-in-Law    \_\_\_ Daughter-in-Law    \_\_\_ Grandparents    \_\_\_ Legal Guardian
- \_\_\_ Dependent in Residence

The reason indicated above as demonstrated by the attached medical documentation qualifies for catastrophic leave. Application is submitted in accordance with Article VI (6.12) of the Negotiated Agreement between the Wellington Education Association and the Wellington Exempted Village School District Board of Education.

Number of Days requested: \_\_\_\_\_

\_\_\_\_\_  
APPLICANT'S SIGNATURE

\_\_\_\_\_  
DATE

**THIS SECTION FOR SUPERINTENDENT AND TREASURER USE ONLY**

\_\_\_ Number of days accrued in bank                      \_\_\_ Number of days requested

\_\_\_ Physician statement attached                      \_\_\_ Number of days approved

- Application Approved. Date Catastrophic Leave is to commence: \_\_\_\_\_
- Application Approved subject to second opinion
- Application Rejected. Reason: \_\_\_\_\_  
(Use reverse side if necessary)

\_\_\_\_\_  
TREASURER OR HIS/HER DESIGNEE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SUPERINTENDENT

\_\_\_\_\_  
DATE

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

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

Dear Treasurer,

I wish to contribute one (1) day of my accumulated sick leave to the “Catastrophic Leave Bank” for the (current) school year.

Thank you.

---

Print Name

---

Signature

---

Date

(Insert Current Payroll Schedule)

SALARY SCHEDULE

Wellington Exempted Village School District (IRN 045658)

County: Lorain

Certified Salary Schedule

2019-2020

Base Salary: \$35,619

<b>Esperience Level:</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
<b>Years Experience</b>	<b>Salary</b>	<b>Salary</b>	<b>Salary</b>	<b>Salary</b>	<b>Salary</b>	<b>Salary</b>
<b>0</b>	35,619	36,331	37,400	38,825	39,003	39,893
<b>1</b>	37,364	38,077	39,252	40,784	41,033	42,030
<b>2</b>	39,110	39,822	41,104	42,743	43,063	44,168
<b>3</b>	40,855	41,567	42,957	44,702	45,094	46,305
<b>4</b>	42,600	43,313	44,809	46,661	47,124	48,442
<b>5</b>	44,346	45,058	46,661	48,620	49,154	50,579
<b>6</b>	46,091	46,803	48,513	50,579	51,185	52,716
<b>7</b>	47,836	48,549	50,365	52,538	53,215	54,853
<b>8</b>	49,582	50,294	52,217	54,497	55,245	56,990
<b>9</b>	51,327	52,039	54,070	56,456	57,275	59,128
<b>10</b>	53,072	53,785	55,922	58,415	59,306	61,265
<b>11</b>	54,818	55,530	57,774	60,374	61,336	63,402
<b>12</b>	56,563	57,275	59,626	62,333	63,366	65,539
<b>13</b>	58,308	59,021	61,478	64,292	65,396	67,676
<b>14</b>	58,308	59,021	61,478	64,292	65,396	67,676
<b>15</b>	60,054	60,766	63,331	66,251	67,427	69,813
<b>16</b>	60,054	60,766	63,331	66,251	67,427	69,813
<b>17</b>	60,054	60,766	63,331	66,251	67,427	69,813
<b>18</b>	60,054	60,766	63,331	66,251	67,427	69,813
<b>19</b>	60,054	60,766	63,331	66,251	67,427	69,813
<b>20</b>	61,799	62,511	65,183	68,210	69,457	71,950
<b>21</b>	61,799	62,511	65,183	68,210	69,457	71,950
<b>22</b>	61,799	62,511	65,183	68,210	69,457	71,950
<b>23</b>	61,799	62,511	65,183	68,210	69,457	71,950
<b>24</b>	61,799	62,511	65,183	68,210	69,457	71,950
<b>25</b>	61,799	62,511	65,183	70,169	71,487	74,088
<b>26</b>	61,799	62,511	65,183	70,169	71,487	74,088
<b>27</b>	61,799	62,511	65,183	70,169	71,487	74,088
<b>28</b>	61,799	62,511	65,183	70,169	71,487	74,088
<b>29</b>	61,799	62,511	65,183	70,169	71,487	74,088
<b>30</b>	61,799	62,511	65,183	70,169	71,487	74,088



WELLINGTON EXEMPTED VILLAGE SCHOOLS  
SPEECH/LANGUAGE PATHOLOGIST (SLP) EVALUATION

SLP \_\_\_\_\_ School \_\_\_\_\_ Date \_\_\_\_\_

Evaluator \_\_\_\_\_

Rating Scale:

- MSE - Meets Stated Expectations
- NI - Needs Improvement
- U - Unsatisfactory
- NO/NA - Not Observed or Not Applicable

PERFORMANCE RESPONSIBILITIES

<u>Instructional</u>	<u>MSE</u>	<u>NI</u>	<u>U</u>	<u>NO/NA</u>	<u>COMMENTS</u>
1. Follows the District's philosophy of education, and instructional goals and objectives.					
2. Identified the speech/language/oral communication needs of students through screenings, either individual with parent permission or in mass screenings for ages 3 years through 5 years and kindergarten through twelfth grades.					
3. Completes diagnosis and appraisal of specific speech/language handicaps/communication disorders as part of the multi-factored evaluation team for ages 3 years through 5 years and kindergarten through twelfth grades.					
4. Provides speech/language services for students kindergarten through twelfth grades who meet the eligibility requirements for speech/language handicapped/communication disorders according to the Rules for the Education of handicapped Children and Rules for the Education of Preschool Children with Disabilities, Ohio Department of Education.					
5. Evaluates students and maintains accurate records of their performance and reports student progress to parents and/or legal guardians.					

- 
6. Observes students in settings other than the speech therapy setting with permission of the classroom teacher, preschool teacher or parents of preschool age children when necessary/appropriate for speech/language/communications services.

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  7. Uses instructional techniques, materials, and media consistent with the needs and capabilities of the student(s) involved.

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  8. Follows the prescribed District curriculum guides and courses of study or obtains approval to vary from them.

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  9. Demonstrates evidence of planning through written lesson plans/logs.

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  10. Conducts communicative status appraisals for three-year re-evaluations for students in speech/language and may serve on the multi-factored evaluation team to conduct communicative status appraisals for initial child studies and three-year re-evaluations of those enrolled in other special education programs.

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  11. Provides speech/language services for habilitation or prevention of communicative handicaps.

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Managerial

MSE   NI   U   NO/NA   COMMENTS

1. Maintains discipline that will provide an environment conducive for learning and insure the protection of students, equipment, materials, and facilities.

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2. Completes due process procedures and paperwork in a timely manner and within the time requirements required by federal and state law.

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3. Chairs individualized Education Program (IEP) placement meetings and annual reviews with an administrator and parents of children qualifying for speech/language/communication services as determined by the multi-factored evaluation team when speech/language/communication services are considered the only special education program.

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4. May attend and participate in IEP placement meetings and annual reviews for students when speech/language services are provided as a related service to another special education program.

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- 
5. Attends Intervention Assistance Team (IAT) meetings when the student of concern is enrolled in speech/language services or when requested by principals/teachers.

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  6. Refers for medical or other professional services necessary for the habilitation of speech/language/communication disorders in accordance with District procedures.

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  7. Maintains accurate and complete records in accordance with the law, district policy, and administrative regulations.

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  8. Performs designated responsibilities as assigned by the principal/s such as cafeteria supervision, hall and restroom supervision, study hall, homeroom and bus duty.

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<u>Professional</u>	<u>MSE</u>	<u>NI</u>	<u>U</u>	<u>NO/NA</u>	<u>COMMENTS</u>
1. Meets and instructs assigned classes in the locations and at times designated.					
2. Maintains a professional relationship with students and parents/legal guardians.					
3. Maintains cooperative, professional relations with other employees of the School District					
4. Maintains confidentiality regarding student progress and adjustment.					
5. Is professionally responsive to supervision and suggestions for improvement.					
6. Complies with the policies of the Board of Education.					
7. Attends scheduled faculty and in-service meetings.					
8. Attends meetings with Speech/Language Coordinator/Consultant Supervisor.					
9. Confers with parents, teachers and students regarding speech/language/communication disorders at mutually agreed upon times.					
10. Provides counseling and guidance to parents, teachers and students regarding speech/language/communication disorders.					
11. May serve as a consultant to classroom teachers; may assist in the development of curriculum guides and local policies as related to speech/language					

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communication; may provide in-service for school and community related to speech/language/communication disorders.

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12. Takes advantage of opportunities for professional growth through conferences, in-service, workshops, advanced study or professional enrichment activities. Support of professional organizations may also be considered in this category.
- 

THIS EVALUATION SHOWS SATISFACTORY/UNSATISFACTORY PROGRESS TOWARD CONTRACT RENEWAL.

FINAL EVALUATION:

CONTRACT RENEWAL RECOMMENDED  
NOT RECOMMENDED

The teacher's signature indicates only that s/he has seen this appraisal and does not necessarily indicate s/he agrees with the evaluation. S/he may attach comments.

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Signature of SLP

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Date

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Signature of Evaluator

WELLINGTON EXEMPTED VILLAGE SCHOOLS  
 MEDIA SPECIALIST EVALUATION

Teacher \_\_\_\_\_ School \_\_\_\_\_ Date \_\_\_\_\_

Evaluator \_\_\_\_\_

Rating Scale:

- MSE - Meets Stated Expectations
- NI - Needs Improvement
- U - Unsatisfactory
- NO/NA - Not Observed or Not Applicable

PERFORMANCE RESPONSIBILITIES

<u>Instructional</u>	<u>MSE</u>	<u>NI</u>	<u>U</u>	<u>NO/NA</u>	<u>COMMENTS</u>
1. Follows the District's philosophy of education, and instructional goals and objectives.					
2. Helps students to develop habits of independent reference work and to develop skills in the use of reference materials in relation to planned assignments.					
3. Presents and discusses materials with a class studying a particular topic, on the invitation of the teacher.					
4. Participates at curriculum meetings when applicable.					
5. Counsels with and gives reading guidance to students who may have special reading problems or unusual intellectual interests.					

<u>Managerial</u>	<u>MSE</u>	<u>NI</u>	<u>U</u>	<u>NO/NA</u>	<u>COMMENTS</u>
1. Operates and supervises the media center to which assigned.					
2. Evaluates, selects and requisitions new media materials.					
3. Maintains a comprehensive and efficient system for cataloging all media materials, and instructs teachers and students on use of the system.					
4. Arranges for interlibrary loan of materials of interest or use to teachers.					
5. Promotes appropriate conduct of students using media center facilities.					

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6. Arranges displays and exhibits likely to interest the media patrons.

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  7. Prepares and administers the media center budget.

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  8. Supervises media aides in the performance of their duties including Westwood aide.

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  9. Supervises the clerical routines necessary for the smooth operation of the media center.

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  10. Performs designated responsibilities as assigned by the principal such as cafeteria supervision, hall and restroom and supervision, study hall, homeroom and bus duty.

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<u>Professional</u>	<u>MSE</u>	<u>NI</u>	<u>U</u>	<u>NO/NA</u>	<u>COMMENTS</u>
1. Informs teachers and other staff members concerning new materials the media center acquires.					
2. Works with teachers in planning those assignments likely to lead to extended use of media center resources.					
3. Participates actively in library and other educational and professional associations on the local level.					
4. Continues professional growth through workshops, conferences and visitations to other schools.					
5. Maintains a professional relationship with students and parents/legal guardians.					
6. Maintains cooperative, professional relations with other employees of the School District.					
7. Maintains confidentiality regarding student progress and adjustment.					
8. Is professionally responsive to supervision and suggestions for improvement.					
9. Complies with the policies of the Board of Education.					
10. Attends scheduled faculty and in-service meetings.					
11. Confers with parents and students as needed.					

THIS EVALUATION SHOWS SATISFACTORY/UNSATISFACTORY PROGRESS TOWARD CONTRACT RENEWAL.

FINAL EVALUATION:

CONTRACT RENEWAL RECOMMENDED  
NOT RECOMMENDED

The teacher's signature indicates only that s/he has seen this appraisal and does not necessarily indicate s/he agrees with the evaluation. S/he may attach comments.

\_\_\_\_\_  
Signature of Media Specialist

\_\_\_\_\_  
Date

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

WELLINGTON EXEMPTED VILLAGE SCHOOLS  
HIGH SCHOOL GUIDANCE COUNSELOR EVALUATION

Teacher \_\_\_\_\_ School \_\_\_\_\_ Date \_\_\_\_\_

Evaluator \_\_\_\_\_

Rating Scale:

- MSE - Meets Stated Expectations
- NI - Needs Improvement
- U - Unsatisfactory
- NO/NA - Not Observed or Not Applicable

PERFORMANCE RESPONSIBILITIES

<u>Instructional</u>	<u>MSE</u>	<u>NI</u>	<u>U</u>	<u>NO/NA</u>	<u>COMMENTS</u>
1. Follows the District's philosophy of education, and instructional goals and objectives.					
2. Assists students in course and subject selection.					
3. Assists students in evaluating their aptitudes and abilities through the interpretation of individual standardized test scores and other pertinent data and work with students in evolving education and occupation plans in terms of such evaluations in conjunction with the county career coordinator.					
4. Works to discover and develop special abilities of students.					
5. Works to resolve students' educational handicaps with the help of all pertinent individuals (parents, teachers, administrators, psychologist, etc.).					
6. Works to prevent students from dropping out of school.					
7. Remains available to students as to provide counseling that will lead each student to increased personal growth, self-understanding, and maturity.					
8. Works with students on an individual basis in the solution of personal problems related to such problems as home and family relations, health, and emotional adjustment.					
9. Guides students in their participation in school and community activities.					



<u>Managerial</u>	<u>MSE</u>	<u>NI</u>	<u>U</u>	<u>NO/NA</u>	<u>COMMENTS</u>
1. Prepares the schedule (master) with the principal.					
2. Obtains and disseminates occupational information to students and to classes studying occupations.					
3. Registers in-coming freshmen and students new to the District and orients them to school procedures and the school's varied opportunities for learning.					
4. Initiates, assembles, maintains, and interprets cumulative progressive records, and uniform transcript records for assigned student.					
5. Supervises the preparation and processing of college relationships and employment applications.					
6. Makes recommendations to college for admissions and scholarships.					
7. Provides student information to colleges and potential employers according to provisions of the Board of Education's policy on student records.					
8. Arranges for tutors and summer school work.					
9. Meets with the principal on a regular basis to discuss various items.					
10. Maintains accurate records of those students participating in post-secondary educational options.					
11. Participates in the school wide testing program, both in the administering of the tests and interpreting the results to students, parents, staff and administration.					
12. Works with District crisis team and assists in the development of District-wide crisis plan.					
13. Performs designated responsibilities as assigned by the principal such as cafeteria supervision, hall and restroom supervision, study hall, homeroom and bus duty.					

<u>Professional</u>	<u>MSE</u>	<u>NI</u>	<u>U</u>	<u>NO/NA</u>	<u>COMMENTS</u>
1. Assists staff in planning activities for students (i.e. vocational schools, college representative visitations, career choice activities).					

2. Confers with parents and students as needed.
3. Assists in the orientation of new faculty members.
4. Works with teachers and other staff members to familiarize them with the general range of services offered by guidance department and to improve the educational prospects of individual students being counseled.
5. Interprets the guidance program to the community.
6. Remains up-to-date on the entrance requirements of colleges that students are interested in attending.
7. Maintains a professional relationship with students and parents/legal guardians.
8. Maintains cooperative, professional relations with other employees of the School District.
9. Maintains confidentiality regarding student progress and adjustment.
10. In professionally responsive to supervision and suggestions for improvement.
11. Complies with the policies of the Board of Education.
12. Attends scheduled faculty and in-service meetings.

THIS EVALUATION SHOWS SATISFACTORY/UNSATISFACTORY PROGRESS TOWARD CONTRACT RENEWAL.

FINAL EVALUATION:

CONTRACT RENEWAL RECOMMENDED  
NOT RECOMMENDED

The teacher's signature indicates only that s/he has seen this appraisal and does not necessarily indicate s/he agrees with the evaluation. S/he may attach comments.

\_\_\_\_\_  
Signature of Guidance Counselor

\_\_\_\_\_  
Date

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

WELLINGTON EXEMPTED VILLAGE SCHOOLS

\_\_\_\_\_ UNSATISFACTORY PERFORMANCE REPORT/ \_\_\_\_\_ PROGRESS REPORT

TEACHER \_\_\_\_\_ DATE \_\_\_\_\_

IDENTIFICATION

Presently your performance is unsatisfactory in the area(s) listed below (give the number of the item in the Job Description, specific reasons and/or examples).

INTERVENTION

A. Suggestions for improvement:

B. Means to obtain assistance:

TIMELINE FOR EXPECTED IMPROVEMENT

The signature below attests that the teacher has reviewed the comments above in conference with the evaluator and has received a copy of this form. This signature does not necessarily mean that agreement exists. Teacher comments may be added to this sheet or a rebuttal may be attached with the date and signature.

A rebuttal has been attached. \_\_\_\_\_ Yes \_\_\_\_\_ No

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

\_\_\_\_\_  
Date

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

WELLINGTON EXEMPTED VILLAGE SCHOOLS

CLASSROOM OBSERVATION FORM

Teacher \_\_\_\_\_ Date \_\_\_\_\_ Time/Period \_\_\_\_\_

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

Comments and/or Suggestions:

The teacher's signature indicates only that she/he has seen this appraisal and does not necessarily indicate she/he agrees with the evaluation. She/he may attach comments.

A rebuttal will be attached. \_\_\_\_\_ Yes \_\_\_\_\_ No

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

\_\_\_\_\_  
Date

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

## Ohio Teacher Evaluation System

## Self-Assessment

**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	Strengths	Area for Growth	Priorities (Check 2)
Standard 1: Students	• Knowledge of how students learn and of student development			
	• Understanding of what students know and are able to do			
	• High expectations for all students			
	• Respect for all students			
	• Identification, instruction and intervention of special populations			
Standard 2: Content	• Knowledge of content			
	• Use of content-specific instructional strategies to teach concepts and skills			
	• Knowledge of school and district curriculum priorities and Ohio academic content standards			
	• Relationship of knowledge within the discipline to other content areas			
	• Connection of content to life experiences and career opportunities			
Standard 3: Assessment	• Knowledge of assessment types			
	• Use of varied diagnostic, formative and summative assessments			
	• Analysis of data to monitor student progress and to plan, differentiate, and modify instruction			
	• Communication of results			
	• Inclusion of student self-assessment and goal-setting			
Standard 4: Instruction	• Alignment to school and district priorities and Ohio academic content standards			
	• Use of student information to plan and deliver instruction			
	• Communication of clear learning goals			
	• Application of knowledge of how students learn to instructional design and delivery			
	• Differentiation of instruction to support learning needs of all students			
	• Use of activities to promote independence and problem-solving			
	• Use of varied resources to support learner needs			

Standard 5: Learning Environment	• Fair and equitable treatment of all students			
	• Creation of a safe learning environment			
	• Use of strategies to motivate students to work productively and assume responsibility for learning			
	• Creation of learning situations for independent and collaborative work			
	• Maintenance of an environment that is conducive to learning for all students			
Standard 6: Collaboration & Communication	• Clear and effective communication			
	• Shared responsibility with parents/caregivers to support student learning			
	• Collaboration with other teachers, administrators, school and district staff			
	• Collaboration with local community agencies			
Standard 7: Professional Responsibility and growth	• Understanding of and adherence to professional ethics, policies and legal codes			
	• Engagement in continuous, purposeful professional development			
	• Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement			

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

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	<p><b>FOCUS FOR LEARNING</b></p> <p><b>(Standard 4: Instruction)</b></p> <p><i>Sources of Evidence:</i></p> <p>Pre-Conference</p>	<p>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.</p>	<p>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</p>	<p>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.</p> <p>The teacher demonstrates the importance of the goal and its appropriateness for students.</p>	<p>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.</p> <p>The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills</p>
	Evidence				

Teacher Performance Evaluation Rubric

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
<b>INSTRUCTIONAL PLANNING</b>	<p><b>ASSESSMENT DATA</b></p> <p><b>(Standard 3: Assessment)</b></p> <p><i>Sources of Evidence:</i></p> <p>Pre-Conference</p>	<p>The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans.</p> <p>The teacher does not use or only uses one measure of student performance.</p>	<p>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.</p> <p>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.</p>	<p>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.</p> <p>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.</p>	<p>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.</p> <p>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.</p>
	<b>Evidence</b>				



Teacher Performance Evaluation Rubric

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	<p><b>PRIOR CONTENT KNOWLEDGE/ SEQUENCE/ CONNECTIONS</b></p> <p>(Standard 1: Students; Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i></p> <p>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.</p> <p>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.</p> <p>The teacher accurately explains how the lesson fits within the structure of the discipline.</p>
	<b>Evidence</b>				

Teacher Performance Evaluation Rubric

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	<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 background/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>				

Teacher Performance Evaluation Rubric

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	<p><b>LESSON OF DELIVERY</b></p> <p>(Standard 2: Content; Standard 4: Instruction) Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i></p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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>				

Teacher Performance Evaluation Rubric

INSTRUCTION AND ASSESSMENT					
		Ineffective	Developing	Skilled	Accomplished
<b>INSTRUCTIONAL PLANNING</b>	<p><b>DIFFERENTIATION</b> (Standard 1: Students; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i></p> <p>Pre-Conference</p> <p>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.</p> <p>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>				

Teacher Performance Evaluation Rubric

INSTRUCTION AND ASSESSMENT					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p><b>RESOURCES</b> (Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i></p> <p>Pre-Conference Formal Observation Classroom Walkthroughs/Informal Observations</p>	<p>Instructional materials and resources used for instruction are not relevant to the less 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>
	Evidence				

Teacher Performance Evaluation Rubric

INSTRUCTION AND ASSESSMENT					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p><b>CLASSROOM ENVIRONMENT</b></p> <p><b>(Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)</b></p> <p><i>Sources of Evidence:</i></p> <p>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 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>

	<b>Evidence</b>				
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## Teacher Performance Evaluation Rubric

INSTRUCTION AND ASSESSMENT					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p style="text-align: center;"><b>ASSESSMENT OF STUDENT LEARNING</b></p> <p style="text-align: center;"><b>(Standard 3: Assessment)</b></p> <p><i>Sources of Evidence:</i></p> <p>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.</p> <p>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, 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 misunderstanding 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>
	<b>Evidence</b>				



Teacher Performance Evaluation Rubric

PROFESSIONALISM					
		Ineffective	Developing	Skilled	Accomplished
<b>PROFESSIONALISM</b>	<p><b>PROFESSIONAL RESPONSIBILITIES</b></p> <p><b>(Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)</b></p> <p><i>Sources of Evidence:</i></p> <p>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 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 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 to 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>
	<b>Evidence</b>				

Ohio Teacher Evaluation System

**Classroom Walkthroughs and Informal Observations**

**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.

<b>EVALUATION OBSERVATIONS</b>	
<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="checkbox"/> Other:

**Evaluator Summary Comments:**

Recommendations for Focus of Informal Observations:

--

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

Photocopy to Teacher

**Ohio Teacher Evaluation System**

**Classroom Walkthroughs and Informal Observations**

**Informal Observation: Open-Ended Form**

Teacher Name: \_\_\_\_\_ Grade(s)/ Subject Area(s): \_\_\_\_\_ Date: \_\_\_\_\_  
Evaluator Name: \_\_\_\_\_ Time Walkthrough Begins: \_\_\_\_\_ Time Walkthrough Ends: \_\_\_\_\_

TIMES	OBSERVATIONS

Evaluator Summary Comments:

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

Photocopy to Teacher

**Ohio Teacher Evaluation System**

**The OTES Model**

**Rubric Summary Form**

The teacher may provide additional information to the evaluator within ten (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 observation record.

<b>Proficiency on Standards 50%</b>	<b>INEFFECTIVE</b>	<b>DEVELOPING</b>	<b>SKILLED</b>	<b>ACCOMPLISHED</b>
Cumulative Performance Rating (Holistic Rating using Performance Rubric)				

*Areas of reinforcement/refinement:*

<b>Student Growth Data 50%</b>	<b>BELOW EXPECTED GROWTH</b>	<b>EXPECTED GROWTH</b>	<b>ABOVE EXPECTED GROWTH</b>
Student Growth Measure of Effectiveness			

*Areas of reinforcement/refinement:*

<b>Final Summative (Overall) Rating</b>	<b>INEFFECTIVE</b>	<b>DEVELOPING</b>	<b>SKILLED</b>	<b>ACCOMPLISHED</b>

Check here if Improvement Plan has been recommended.

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

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

Evaluator's 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 ten (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

**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

Teacher: \_\_\_\_\_

Collaborative

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

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

**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 makes below expected academic growth with his/her students AND/OR receives an overall ineffective rating or an ineffective rating on any of the components of the OTEs 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 measurable goals to improve performance. Indicate what will be measured for each goal.

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)



**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

## Improvement Plan

**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:

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.*

**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 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 Proficient level or above.

**Evaluation Matrix**

Original Teacher Evaluation Framework (50 + 50)

Ratings and Points

<b>Student Growth</b>		<b>Performance</b>		<b>Final Summative Rating</b>	
*Most Effective (5)	600	*Accomplished (4)	600	*Accomplished	500-600
*Above Average (4)	400	*Skilled (3)	400	*Skilled	300-499
*Average (3)	300	*Developing (2)	200	*Developing	100-299
*Approaching Average (2)	200	*Ineffective (1)	0	*Ineffective	0-99
*Least Effective (1)	0				

**FAIR SHARE FEE**

Until the *Janus v. AFSCME* Supreme Court Ruling has been overturned in its entirety, it has been agreed that this Section of the negotiated agreement shall be removed and placed in Appendix I as a suspended provision of the collective bargaining agreement. The parties, however, agree that if the *Janus* decision is overturned prior to the expiration of the successor contract ending July 31, 2028, the parties will reinstate this Section as it existed in the 2016-2019 contract. Additionally, to the degree that *Janus* is modified, the applicability of a modification shall be discussed through the mid-term process set forth in Article II, Section E.

The Board shall deduct from the pay of members of the bargaining unit who elect not to belong to the Association, except those teachers who did not join during the 1994-95 school year, a fair share fee for the Association's representations of such non-members during the term of this Agreement. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining. Said deduction of the fair share fee for all new and current bargaining unit members except as noted above shall be effective with the beginning of the 1995-96 school year.

- A. The Board shall deduct from the pay of members of the bargaining unit who elect not to belong to the Association a fair share fee for the Association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.
- B. Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15<sup>th</sup> of each year during the terms of this Contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to transmit promptly all amounts deducted to the Association.
- C. Payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made until the second paycheck for bargaining unit members employed after January 31<sup>st</sup>.
- D. The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.
- E. The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

- F. 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. Such notice shall be given to each member of the bargaining unit who does not join the Association and 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.
- G. Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
- H. The Association, on behalf of itself and the OEA and NEA, agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
1. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed.
  2. The Association shall reserve the right to designate counsel to represent and to defend the employer.
  3. The Board agrees to the following:
    - Give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding,
    - Permit the Association or its affiliates to intervene as a party if they so desire, and/or
    - Not oppose the Association or its affiliates' application to file briefs amicus curiae in the action.
  4. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except for a court order) or misapplies such fair share fee provision herein.
- I. Fee payers shall not be entitled to use the grievance procedure or to bring action against the Board for collecting the fair share fee.

# APPENDIX J-1

## 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?

I possess the knowledge and skills to design a comprehensive and proactive school counseling program.      0      1      2      3      4      5  
 N/A      Not at all      Partially      Somewhat      Almost Fully      Completely

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

Individual Student Planning: I work directly with students to support their academic progress and goals.

0	1	2	3	4	5
N/A	Never	Rarely	Sometimes	Frequently	Always

Individual Student Planning: I work directly with students to develop their college and career-related knowledge, skills and pathways.

0	1	2	3	4	5
N/A	Never	Rarely	Sometimes	Frequently	Always

Individual Student Planning: I work directly with students to support their social/emotional development, skills and mindsets.

0	1	2	3	4	5
N/A	Never	Rarely	Sometimes	Frequently	Always

Responsive Services: I develop appropriate interventions for students as needed.

0	1	2	3	4	5
N/A	Never	Rarely	Sometimes	Frequently	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	1	2	3	4	5
N/A	Never	Rarely	Sometimes	Frequently	Always

I coordinate school and community resources and provide referrals as needed to support students and promote their success.

0	1	2	3	4	5
N/A	Never	Rarely	Sometimes	Frequently	Always

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

I monitor student performance and progress: 0 N/A 1 Not at all 2 Partially 3 Somewhat 4 Almost Fully 5 Completely

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?**

I serve as a leader: 0 N/A 1 Never 2 Rarely 3 Sometimes 4 Frequently 5 Always

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

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

05/12/2016

**APPENDIX J-2**

**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.

Standard One: Comprehensive School Counseling Program Plan – School counselors collaboratively envision a plan for a comprehensive school counseling program that is developmental, preventative, responsive and in alignment with the school's goals and mission.				
ineffective	Developing	Skilled	Accomplished	
<p>The school counselor cannot articulate components of a comprehensive school counseling program.</p> <p>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.</p>	<p>The school counselor articulates all components of a comprehensive school counseling program.</p> <p>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.</p>	<p>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.</p> <p>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.</p>	<p>The school counselor implements all components of a comprehensive school counseling program and frequently reflects on future program development.</p> <p>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.</p>	
<p>The school counselor identifies no resources to implement the program.</p>	<p>The school counselor identifies resources needed to partially implement the program.</p>	<p>The school counselor identifies resources to fully implement the program.</p>	<p>The school counselor utilizes resources to fully implement the program from an innovative or diverse set of partners.</p>	
<b>Evidence</b>				

05/18/2016

**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>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
	<p>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.</p>	<p>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.</p>	<p>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.</p>	<p>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.</p>
	<p>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.</p>	<p>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.</p>	<p>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.</p>	<p>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.</p>
	<p>The school counselor does not deliver counseling, activities and/or experiences that promote student well-being.</p>	<p>The school counselor attempts to deliver counseling, activities and/or experiences that promote student well-being with limited success.</p>	<p>The school counselor consistently delivers counseling, activities, and/or experiences that promote students' social/emotional development and well-being.</p>	<p>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.</p>
<b>Evidence</b>				

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**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.

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

**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>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 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.	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>				

**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>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.

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Evidence			
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**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.

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

<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>
<b>Evidence</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.

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**APPENDIX J-3**

**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

**Evaluator Summary Comments:**

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

Photocopy to School Counselor

05/12/2016

**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

**Evaluator Summary Comments:**

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

Photocopy to School Counselor

05/12/2016

**APPENDIX J-4**

**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				
Standard 2: Direct Services for Academic, Career and Social/Emotional Development				
Standard 3: Indirect Services: Partnerships and Referrals				
Standard 4: Evaluation and Data				
Standard 5: Leadership and Advocacy				
Standard 6: Professional Responsibility, Knowledge and Growth				
Metrics of Student Outcomes				
Area of reinforcement:	Area of refinement:			
Final Summative (Overall) Rating	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

Check here if Improvement Plan has been recommended.

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

Date \_\_\_\_\_

05/12/2016

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

Date \_\_\_\_\_

05/12/2016

**APPENDIX J-5**

**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

*Choose the Standard(s) aligned to the goal. These are addressed by the evaluator as appropriate for this school counselor.*

Goal One	<input type="checkbox"/> Comprehensive School Counseling Program Plan	<input type="checkbox"/> Evaluation and Data	Evidence Indicators	Dates Discussed
	<input type="checkbox"/> Direct Services for Academic, Career, and Social/Emotional Development	<input type="checkbox"/> Leadership and Advocacy		
	<input type="checkbox"/> Indirect Services	<input type="checkbox"/> Professional Responsibility, Knowledge & Growth		
Goal Statement Demonstrating Performance on Standards	Action Steps & Resources to Achieve Goal			

*Choose the domain(s) aligned to the Metric of Student Outcomes goal.*

Goal Two	<input type="checkbox"/> Academic <input type="checkbox"/> College/Career <input type="checkbox"/> Social/Emotional	Action Steps & Resources to Achieve Goal	Evidence Indicators	Dates Discussed
	Goal Statement Demonstrating Ability to Produce Positive Student Outcomes			

Comments: \_\_\_\_\_

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

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

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

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**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:  
School Year:

Date of Improvement Plan Conference:  
Building:

**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

**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



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.

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Date for this Improvement Plan to Be Evaluated:

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

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

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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.

**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.*