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# MASTER AGREEMENT

between

CARROLLTON EXEMPTED VILLAGE SCHOOL DISTRICT

and

CARROLLTON EDUCATION ASSOCIATION

July 1, 2020  
to  
June 30, 2022

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## **SECTION ONE - RECOGNITION**

The Board of Education of the Carrollton Exempted Village School District (hereinafter "Board") recognizes the Carrollton Education Association affiliated with the Ohio Education Association (hereinafter "Association") as the sole and exclusive representative for the purpose of collective bargaining for all regular full-time salaried certified employees (including but not limited to: teachers, guidance counselors, media specialist, and nurses) employed under a written contract between the employee and the Board, (hereinafter usually referred to as "teachers"), excluding supervisors, administrators, casual substitutes, hourly tutors, athletic director, assistant athletic director and all other employees covered by the exceptions listed in the Ohio Revised Code (O.R.C.) Section 4117.01C(1)(14). Substitutes employed for a specific position for sixty (60) days or more are included; other substitutes are excluded.

## **SECTION TWO - NEGOTIATIONS PROCEDURE**

All bargaining shall be in good faith, meaning: Both parties pledge that they shall consider all issues submitted to the bargaining procedure with an intent to reach agreement. Nothing in this agreement shall compel either party to agree to a proposal or to make a concession, but both parties are obligated to make a sincere effort to search for counter proposals to negotiable items.

### **ARTICLE A — INITIATING BARGAINING**

Within one hundred eighty (180) days prior to the expiration of the existing contract, the parties shall arrange to schedule negotiations leading to a successor agreement. The Association will notify the State Employment Relations Board of the offer to bargain collectively. The first session shall be held by March 20<sup>th</sup> or on such other date is mutually agreed to by the parties.

### **ARTICLE B — INITIAL MEETING**

At the first meeting, each party will exchange their respective proposals. After the first meeting, neither party shall be allowed to add new proposals without the consent of the other party.

### **ARTICLE C — REPRESENTATIVES**

The representatives of each party will be authorized and empowered to establish agendas, to negotiate the issues and matters between the parties, and to develop tentative or preliminary agreements thereon.

Representation shall be limited to four (4) representatives each of the Board and the Association. Neither party in any negotiations shall have control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district.

## ARTICLE D — SCOPE OF NEGOTIATIONS

All matters pertaining to wages, hours, terms and other conditions of employment and the continuation, modification or deletion of an existing provision of a collective bargaining agreement.

## ARTICLE E — WHILE NEGOTIATIONS ARE IN PROGRESS

Recesses — The parties may caucus at any time. Caucuses will not be longer than thirty minutes unless extended by mutual agreement.

Item Agreement — As negotiation items receive tentative agreement, they will be reduced to writing and initialed by each party. When tentative agreement is reached on all items subject to negotiations, the proposal agreement shall be submitted to the Board and Association for ratification.

Schedule of Meetings — Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time and place for the next subsequent meeting.

Progress Reports — The parties agree that during the period of negotiations and prior to reaching an agreement to be submitted to the Board and the Association, the proceedings of the negotiations shall not be released to the media unless such an issuance has the prior approval of both parties/or unless impasse has been declared.

## ARTICLE F — FINAL AGREEMENT COPIES

There shall be four (4) signed copies of any final agreement. One (1) copy shall be retained by the Board and the three (3) by the Association. The Board agrees to submit a copy to the State Employment Relations Board along with the SERB contract data summary sheet.

## ARTICLE G — IMPASSE

1. In the event that an agreement has not been developed by the sixtieth (60<sup>th</sup>) day of the negotiations period, either party may request the services of the Federal Mediation and Conciliation Service. The assigned mediator shall have the requisite authority to call meetings between the parties.
2. The mediator shall be used as a means of bringing agreement between the bargaining teams.
3. Any cost involved in obtaining the services of a mediator shall be shared equally between the Board and the Association.
4. The impasse procedure set forth in this article constitutes the parties' agreed upon dispute settlement procedure. It shall supersede statutory procedures pursuant to O.R.C. §4117.14(C).



5. In the event that the parties are unable to conclude an agreement, the Association has the right to proceed in accordance with O.R.C. §4117.14(D)(2). There shall be no strike, slow down, or work stoppage by the Association for the duration of this Agreement.

#### ARTICLE H — CONTRARY TO LAW

In the event there is a conflict between a provision of this Agreement and any applicable state or federal law, the applicable state or federal law shall prevail as to that provision. All other provisions of this Agreement which are not in conflict with any applicable state or federal law shall continue in full force and effect in accordance with their terms.

If, during the term of this Agreement, there is a change in any applicable state or federal law which would invalidate any provision of this Agreement or a provision of this Agreement is declared invalid by a court of competent jurisdiction, the parties will meet to negotiate any necessary change in the Agreement relative to the affected provision within thirty (30) days by demand of either party.

### SECTION THREE - GRIEVANCE PROCEDURE

#### ARTICLE A — PURPOSE

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

#### ARTICLE B — DEFINITIONS

1. A "Grievance" is a claim involving the alleged violation, misinterpretation, or misapplication of the terms of this agreement.
2. A grievant shall mean a bargaining unit member, or a group of bargaining unit members or the Association initiating a grievance.
3. A "party of interest" is the person(s) making the complaint and any person who might be required to take action or against whom action might be taken to resolve the complaint.
4. During the adopted school year, "days" shall mean school days. During the summer vacation, such "days" shall mean weekdays; "Monday through Friday," excluding legal holidays.

#### ARTICLE C — PROCEDURES

1. A claim by a teacher or the Association (herein called the grievant) that there has been a violation, misinterpretation or misapplication of any provision of the terms of this Agreement may be processed as a grievance as hereinafter provided.



2. In the event that a teacher believes there is a basis for a grievance, he or she shall first discuss the alleged grievance with his or her building principal either personally or accompanied by his or her Association representative, at the grievant's option.
3. If, as a result of the informal discussion with the building principal, a grievance still exists, he or she may invoke the following formal grievance steps:
  - a. The grievant may submit to his/her Principal within twenty (20) days of the alleged grievance, a completed "Grievance Report Form" Step I, Appendix C - Grievance Form, that is provided by the Association, in triplicate, showing the date of the occurrence, a statement of the nature of the grievance and provisions of the contract allegedly violated, and the relief sought. A copy of the grievance shall be submitted by the grievant to the Association building representative and by the principal to the Superintendent. Within five (5) days of receipt of the Grievance Report Form, the building principal shall meet with the grievant and/or his/her Association representative in an effort to resolve the grievance. The Principal shall indicate his/her disposition of the grievance within three (3) days after such meeting by completing the Step I of the Grievance Report and returning it to the grievant. The Association and the Superintendent shall both be notified in writing as to the disposition of the grievance.
  - b. If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the above stated time limits, the grievant and/or the Association, within five (5) days of the receipt of the decision, or time limit for a disposition, shall complete Grievance Report Form, Step II, Appendix C - Grievance Form, and submit the grievance to the Superintendent. Within five (5) days the Superintendent and/or his/her designated representative shall meet with the grievant and/or his Association representative. Within three (3) days of the meeting, the Superintendent shall indicate in writing his/her disposition by completing his portion of Step II and forwarding it to the teacher. The Association and the Principal shall be notified of said disposition.
  - c. If the grievant is not satisfied with the disposition made by the Superintendent or if no disposition has been made within the above-stated time limits, then the grievant, within five (5) days of the receipt of the decision or time limit for a disposition, shall complete Grievance Report Form; Step III, Appendix C - Grievance Form, and submit the grievance to the Board of Education by filing a copy with the Treasurer of the Board.

Notification of such an appeal shall be given to the Building Principal and to the Superintendent. The Board, at its next regularly scheduled meeting or within two (2) weeks of the filing of the appeal, whichever shall be later, shall meet with the grievant, and/or the Association representative, and the Superintendent, and/or his/her designee, and/or counsel to review such

grievance in executive session, or give such other consideration as it shall deem appropriate. The disposition by the Board shall be furnished to the grievant, the Association, and the building principal by completing Grievance Report Form, Step III, within seven (7) days of the meeting.

- d. If the decision by the Board of Education does not resolve the grievance, the grievance may be moved to FMCS mediation upon mutual agreement. The parties will first attempt to agree on a FMCS mediator. If unable to agree, the parties will request for FMCS to appoint a mediator. The mediation will be conducted pursuant to FMCS Rules and Regulations. Should the grievance not be resolved in mediation the grievance may proceed to Grievance Report Form, Step IV.
  - e. The Association, with the permission of the grievant, may submit an unresolved grievance to arbitration before an impartial arbitrator by the Association's completion of Grievance Report Form, Step IV, Appendix C - Grievance Form, and filing of same with the Board within seven (7) days of the Board's Step III response or within five (5) days of the conclusion of the mediation. The arbitrator shall be selected by the rules of the American Arbitration Association, which shall likewise govern the arbitration proceeding. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree that the award of the arbitrator shall be final and binding. The fees and expenses of the arbitrator shall be shared equally, unless otherwise agreed by the Board and the Association.
4. The time limits provided in this Agreement shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15<sup>th</sup> of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
  5. Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step as final and not subject to further appeal.
  6. If an individual teacher has a personal complaint which he/she desires to discuss with a supervisor, he/she is free to do so with recourse to the grievance procedure.

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

7. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievances in writing to the Superintendent directly and the processing of such grievance shall be commenced at Step II of the formal grievance procedure.
8. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
9. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by any reason of such participation.
10. A teacher engaged during the school day on behalf of the Association with any representative of the Board in any professional grievance, including arbitration, shall be released from regular duties without loss of salary.
11. The parties of interest will cooperate with each other in their investigation of any grievance, and will furnish each other with such information as is requested for the processing of any grievance.
12. The Grievance Report Form is attached hereto as Appendix C to this Contract.

#### **SECTION FOUR - RIGHTS**

##### **ARTICLE A — EXCLUSIVE RIGHTS OF THE ASSOCIATION**

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

##### **Association Business**

1. Use of the internal system of the school mail for distribution of Association materials.
2. The Association may transact Association business on the Board's property before or after the regular workday: provided that such business shall not interfere with the assigned duties of the employee.
3. The Board may allow the use of Board equipment provided such equipment is not otherwise in use. (Copier five cents (\$0.05) per page)
4. The Board may make available its facilities for Association meetings without charge pending availability and approval of a "Use of Facilities" request form.
5. The Association may participate in a Board meeting as set forth in. Board Policy 0169.1-Public Participation at Board Meetings. The Superintendent or his/her designee shall provide the Association President a copy of each Board meeting agenda, inclusive of all enclosures as well as any addendums.
6. Board policies are available on the District's website, under the School Board Tab.



### Communication with Employees

The Board shall provide the Association President with the school directory. The Board will provide the President with changes, additions, and deletions as new information is published.

### Bulletin Boards

Use of all faculty bulletin boards located in teacher rooms will be provided for instructional staff information. In those buildings lacking a teachers' room, the office bulletin boards may be utilized.

### Association Announcements

1. To make organizational announcements at general faculty meetings and to use faculty bulletins to teachers as provided in school procedure.
2. Use of all building public address systems for Association meeting announcements in keeping with normal building procedure.
3. The Board shall allow the Association representative to make a presentation about the Association during any new employee orientation program.

### ARTICLE B - DISCIPLINE:

The Board and Association agree that discipline of bargaining unit member(s) will be for just cause. This section shall not apply to non-renewal action.

Disciplinary action shall be commensurate with the severity of the bargaining unit member's offense, may be initiated at any level, and may include repetition of an action without progressing to the next step, at management's discretion. The parties recognize that some more serious offenses may be dealt with on a more serious basis, with appropriate disciplinary action, including the possibility of termination for the first offense, considering the offense and its severity.

### Progressive Discipline:

1. The Administration will strive to use the following steps of Progressive discipline:
  - Verbal warning - Management need not memorialize a verbal warning, but may summarize prior verbal warnings at the time of a written reprimand. If a verbal warning is memorialized then record of a verbal warning shall only be a brief anecdotal note.
  - Written reprimand - will be placed in the personnel file. A bargaining unit members may write a rebuttal to be attached to the written reprimand.

- Suspension - Superintendent may suspend a bargaining unit member with or without pay for up to five (5) days.
  - Termination in accordance with the procedures of O.R.C. §3319.16 and §3319.161.
2. Board may utilize plans of assistance or require additional training as part of the disciplinary process. A bargaining unit member will be reimbursed for the costs associated with plans of assistance or additional training, unless the Superintendent determines the circumstances warrants such costs be covered by the bargaining unit member due to the nature of the incident(s) involved.

### ARTICLE C — EXCLUSIVE MANAGEMENT RIGHTS

The Board and administration reserve their exclusive authority to manage and direct all the operations and activities of the school district to the full extent authorized by law, including all of the specific rights identified in O.R.C. §4117.08(C). The exercise of these powers, rights, authority, duties, and responsibilities by the Board and administration and the adoption, modification, and repeal of such policies, regulations, rules and practices as they may deem necessary, shall be limited only by the terms of this Agreement.

### ARTICLE D - LABOR MANAGEMENT COMMITTEE

Labor Management Committee meetings will be regularly held during the school year at agreed upon dates/times. This Committee shall be comprised of an equal number of Union and District representatives, with no more than five (5) persons per team.

The Committee shall review the items it is charged with addressing in this contract. The District will also notify the Union through the Labor Management Committee of educational initiatives, grant applications affecting educational delivery or programming and items on which the District seeks to collaborate with the CEA as a stakeholder.

### SECTION FIVE - REDUCTION IN STAFF

The Board has the exclusive authority to eliminate staff positions consistent with the provisions of the state statutes. When the Board decides to make a reduction requiring more than attrition, it shall comply with this section. Reasons for a reduction in staff as pertains to this section are:

Decline in pupil enrollment (includes program specific); Suspension of schools or territorial changes; Return to duty of a regular bargaining unit member from a leave of absence and financial reasons.

### ARTICLE A — ATTRITION, NONRENEWAL, AND SUSPENSION

1. The number of persons affected by a layoff will be kept to a minimum by not employing replacements insofar as practical for employees who die, retire, resign, are terminated, or whose limited contracts are not renewed.



2. Layoffs which cannot be achieved through attrition shall be made by suspension of contracts. Suspension shall mean that a teacher shall be placed in an inactive state of employment from an active state of employment.

#### ARTICLE B — SELECTION FOR REDUCTION

1. The effective date of any layoffs shall be designated by the Board in its reduction in staff motion.
2. At least thirty (30) days preceding the date of Board action, the Association President shall be notified in writing of the Board's intent to implement a layoff.
3. A seniority list of all teachers in each area of their certification/licensure shall be developed by the administration. Every teacher's name shall appear in order of continuing contract status, limited contract status and within the continuing and limited contract status, individuals will be listed by seniority, areas of certification/licensure, and the appropriate performance categories as described in Article B section 7 of this agreement. Those teachers who have more than one (1) area of certification/licensure shall have their name on all lists for which they have certification/licensure. This list shall be maintained and updated on an annual basis, and provided to the Association. Changes to the list will be provided to the Association no later than October 31 of each year. On October 31 the seniority lists will be posted/made available in each building in the District. Any correction that needs to be made to the seniority list must be provided in writing to the Superintendent on or before November 30 of each year. Failure to object or request modification of the seniority list by November 30 shall result in the waiver of any error, objection or challenge to the seniority list until the publishing of the next seniority list in the following year. The only adjustment to the seniority list is the awarding of a continuing contract.
4. At least twenty (20) days prior to Board action on lay-off, a meeting shall be held between representatives of the Association and representatives of the Board of Education to review appropriate data and discuss the lay-off. At this meeting, the administration shall present formalized lists indicating the specific number of positions to be eliminated within each area of certification/licensure, and a list of teachers to be laid off. Employees affected by the RIF shall be notified fourteen (14) days prior to board action on the reduction in force.
5. If a dispute occurs with regard to compliance with this contract in connection with the seniority list and/or selection of the teachers to be laid off, the matter(s) shall be submitted to expedited arbitration in accordance with the procedures established by the American Arbitration Association.
6. Unless a reduction in force is for financial reasons, not later than June 1<sup>st</sup> preceding the effective date of the suspension of any contract under this Section, all of the affected teachers that the Board of Education plans to lay-off shall be sent written

notification by certified mail that his/her employment shall be suspended because of a reduction in staff.

7. In suspending contracts of teachers within each teaching field affected by the reduction in force, teachers holding limited contracts in the area of certification/licensure shall be suspended first, beginning with Category 2, then Category 1 as below defined. No preference for seniority shall be given except when making a decision between teachers who have comparable evaluations.

Comparable evaluations will be determined as follows:

- Once the District implements its evaluation system under House Bill 153, employees shall be rated on each evaluation they receive as either "ineffective", "developing", "skilled", or "accomplished".
  - For purposes of comparable evaluation, only the teacher performance ratings shall be used to determine a teacher's placement in a comparable evaluation category.
  - There shall be two (2) categories of comparable evaluation (Category 1, and Category 2) in which employees shall be placed based upon the evaluation rating they receive for their three (3) most recent evaluations.
  - Employees evaluated as "ineffective" for two (2) out of their last three (3) evaluations shall be placed in Category 2. However, if the employee receives a "skilled" or "accomplished" in the most recent evaluation, s/he will be placed in Category 1.
  - Employees evaluated as "accomplished", "developing" or "skilled" for two (2) out of their last three (3) evaluations shall be placed in Category 1.
  - Employees who receive a different/unique evaluation rating in each of their last three (3) evaluations shall be placed in Category 1.
  - Employees new to, the district who have not yet acquired three (3) years of data, shall be placed in the appropriate category based on his/her teacher final evaluation rating.
  - With respect to non-OTES evaluations, the performance evaluations will be used to determine the placement in the categories as described above.
8. The contracts of teachers employed pursuant to a continuing contract shall not be suspended except for reasons consistent with O.R.C. § 3319.17. Continuing contract teachers shall be suspended only after all limited contracts in the area of certification/licensure. No preference for seniority shall be given except when making a decision between teachers who have comparable evaluations.

9. Recommended reductions in a teaching field will be made by selecting the lowest bargaining unit member on the seniority list for that area of certification/licensure who is currently assigned to a position in that teaching field.
10. A bargaining unit member being displaced from his/her teaching field/position but certified/licensed in another area shall be allowed to accept the RIF or to displace a bargaining unit member who holds the lowest position on a seniority list for another area of certification/licensure which the bargaining unit member holds.

#### ARTICLE C — SENIORITY AND CERTIFICATION

1. Seniority shall be determined by the length of continuous service in the Carrollton Exempted Village School District with priority given to continuing contract teachers over limited contract teachers. If two (2) or more teachers have the same length of continuous service, then seniority shall be determined by the date of the Board meeting at which the teacher was hired; ties shall be broken by a coin flip or drawing straws. Such ties shall be broken as soon as it is noted on the seniority list.
2. Length of continuous service shall not be interrupted by Board authorized leaves of absence. However, seniority shall not continue to accrue during authorized unpaid leaves. Teachers on layoff status shall, for seniority purposes only, be treated as if they were on authorized unpaid leave.
3. Seniority for full-time employees will mean the number of continuous years of service commencing with the employee's first day worked. Seniority for part-time employees shall be prorated to arrive at the amount of seniority to be credited to the employee for that school year. A "year" means a school year in which the employee was paid for at least one hundred twenty (120) days of service in the school district.
4. Seniority of teachers who resign and are subsequently re-employed shall begin at the date of re-employment.

#### ARTICLE D — PROCEDURE FOR RECALL

1. All teachers whose contracts were suspended as a result of a lay-off shall be placed on a recall list by certification/licensure and then by evaluation category (beginning with Category 1, then Category 2) and then by contract status (continuing first, then limited), with comparable evaluations listed by seniority. Employees with continuing contract status have priority over limited contract employees in the event of a recall.
2. Each teacher on the recall list shall be offered reemployment to a full-time position, as they become available, for which each is certified/licensed, so long as the teacher has a license in effect on the date the Board offers re-employment. If a teacher does not have a license in effect on the date the Board offers re-employment, she/he may remain on the recall list, but is not entitled to the position



that had been offered if she/he later obtains a license effective on or before the date the position had been offered. Seniority shall not be the basis for recalling a teacher, except when making a decision between teachers who have comparable evaluations.

3. A teacher who is recalled to a position shall resume the contract status he/she held prior to the layoff and shall be credited with sick leave accumulation and years of service for salary schedule placement he/she had prior to being laid off.
4. When an opening(s) occurs, the Board shall send a certified letter to all teachers certified/licensed for the position to their last known address to advise them of such position. It is the teacher's responsibility to keep the Board informed of his/her address. The teacher shall, within ten (10) calendar days from the postmark date of the letter, indicate availability and desire for such position. If the teacher fails to notify the Board within the specified period of time, or if the teacher rejects the offered full-time position, said teacher shall be considered to have rejected the position and to have forfeited his/her right to recall to service in the district. The position will then be made available to the next eligible teacher on the reduction in force list.
5. No teachers new to the district shall be employed for a position until all properly certified/licensed teachers on the reduction in force list have been offered a contract for the position in accordance with the provisions of this procedure.
6. Transfers of teachers employed but not affected by the reduction in force program shall not be made for the purpose of avoiding recalls. If a position(s) is established, the position(s) will be staffed first from the teacher reduction in force list.
7. Recall rights for limited contract teachers shall last two years from the effective date of the layoff. Continuing contract teachers shall have recall rights in accordance with law.

## **SECTION SIX - LEAVES OF ABSENCE**

### **ARTICLE A — SICK LEAVE**

1. Sick leave credit shall accumulate at the rate of one and one-quarter (1¼) days per month and at a maximum of fifteen (15) days per year.
2. Each teacher's maximum accumulation shall be two hundred sixty (260) days.
3. Each teacher who has exhausted accumulated sick leave shall be granted an advance of five (5) days sick leave if necessary.
4. Any teacher transferring within Ohio to the employ of the Board shall be credited with the unused balance of his accumulated sick leave upon verification of such accumulation from the proper public agency pursuant to O.R.C. §3319.141.

5. A teacher may, pursuant to O.R.C. §3319.141, use sick leave for absence due to personal illness, pregnancy (adoption placement), injury, exposure to contagious disease, which could be communicated to other employees or children and absence due to illness or death in the immediate family. Sick leave shall be limited to the maximum sick leave accumulated by the teacher. Abuse or falsification of sick leave may be grounds for discipline or discharge as provided in O.R.C. §3319.141 and O.R.C. §3319.16.
6. Immediate family for purposes of this policy shall include spouse, children, father, mother, brother, sister, in-laws, grandparents, grandchildren, foster parents, stepparents and anyone whose permanent residence is in the employee's home.
7. Should a bargaining unit employee exhaust their sick leave days thereby causing a deduction in salary, the employee shall be allowed, when feasible, to select to have the deduction in a lump sum or spread over subsequent pay periods as determined by the Treasurer.
8. Extended or chronic absences may require medical verification at the request of the Superintendent. Extended absence is defined as five (5) consecutive days of absence. Chronic absence is defined as twenty (20) days cumulative absences within a school year. In addition, when the Superintendent suspects abuse or falsification, he/she may require medical verification of the need for sick leave. Verification is defined as a statement from the doctor as to the nature of the illness and the duration of the absence. The requirement of verification under this section cannot be grieved. Upon return from sick leave the teacher shall provide to the treasurer the "Absence Certification" form identified as Appendix F.

9. Donation of Sick Leave

- i. If a member of the bargaining unit is absent due to a catastrophic or long-term illness or accident of the employee, his/her spouse or minor child, and has exhausted all of his/her accumulated sick leave another member of the bargaining unit may donate up to five (5) days at the absent bargaining unit member's per diem salary rate.
- ii. No member of the bargaining unit may receive more than an aggregate equivalent of thirty (30) donated sick leave days in any one (1) school year.
- iii. Donation of sick days shall be initiated by a bargaining unit member in need of the sick leave donation on a form furnished by the Treasurer. The donation will be approved by the Superintendent once the absence meets the requirements listed in item 1 above.
- iv. Donated sick leave shall be added to the accumulated sick leave of the absent bargaining unit member and deducted from the donating bargaining unit member.



## ARTICLE B — ASSAULT LEAVE

The Board will provide up to a maximum of five (5) weeks physical attack leave wherein a teacher who is absent due to physical disability resulting from a physical attack by a person(s) which occurs in the course of a teacher's Board employment and will maintain the teacher on full pay status during the period of such absence under the following provisions:

1. The bargaining, unit employee who has been physically attacked must furnish a written signed statement on forms provided in Appendix H.
2. When medical attention is required, a certificate stating the nature of the disability and its duration from a licensed physician shall be required before physical attack leave can be approved for payment.
3. Falsification of either a written signed statement or a physician's certificate may be grounds for suspension or termination of employment under O.R.C. §3319.16.
4. The particular requirements stated within paragraph one of O.R.C. §3319.143 prevail for all affected teachers.
5. If a bargaining unit employee's absence resulting from attack is covered by Worker's Compensation, the board shall provide said bargaining unit employee with the same income he/she received at the time of his/her attack. In the event a delayed award by Worker's Compensation results in a total combined payment to the bargaining unit employee which results in an amount equal to more than the bargaining unit employee's normal per diem rate, the bargaining unit employee shall immediately reimburse the Board.

## ARTICLE C — PERSONAL LEAVE

Certificated employees are eligible for three (3) days of personal leave per school year. These days are intended for use in emergency type situations or special occasions where a person has no choice in the matter. Personal leave days are not to be used as vacation days.

Personal leave will be granted on a per building basis. On any particular day, one (1) employee per ten (10) teachers shall be granted personal leave. For those buildings with less than ten (10) teachers, a maximum of two (2) teachers may be granted personal leave on same day. Personal leave shall not be granted to extend either winter break or spring break unless approved by the Superintendent.

Except in the case of an emergency, the employee shall give two (2) days advance notice of the intent to use personal leave.

An employee using personal leave shall provide notice of intent to use such leave by completing the appropriate leave form found in Appendix I.

A maximum of one (1) day of unused personal leave shall be converted to sick leave at the beginning of the next school year.

ARTICLE D — REPRESENTATION AT OHIO EDUCATION ASSOCIATION REPRESENTATIVE ASSEMBLY ASSOCIATION LEAVE

Four (4) members of the Carrollton Education Association, officially designated by the membership to represent the Carrollton Education Association, will be granted released time at no reduction in salary, to attend meetings of National Education Association, Ohio Education Association or the East Central Ohio Education Association. The maximum leave days available under this article are twelve (12) days combined total for the four (4) members. The Carrollton Board of Education is responsible for the salary of substitute teacher, but for no other expenses.

ARTICLE E — PROFESSIONAL LEAVE OF ABSENCE

1. Eligibility: A teacher who has completed five years of regular, full-time service as a teacher may be granted a professional leave of absence with the permission of the Board of Education and Superintendent. A satisfactory substitute must be available and no more than one person per year will be granted professional leave.
2. Application: An Application for Leave, including a plan for professional growth, shall be filed in writing with the Superintendent no later than March 31<sup>st</sup> of the school year preceding the year for which the leave is requested. At the conclusion of the leave, the teacher must provide evidence that the plan for professional growth was followed.
3. Length of Leave: Professional leaves will be granted for not longer than one school year nor to any teacher more often than once for each five (5) years' service.
4. Application for Reinstatement: Application for reinstatement must be made in writing to the Superintendent no later than March 1<sup>st</sup> of the year of leave. Upon return from leave, the teacher shall assume the contract status held prior to the leave.
5. Salary: Upon the recommendation of the Superintendent and approval of the Board of Education, the teacher may be paid part salary which will be an amount not to exceed the difference between the substitute's pay and the teacher's expected pay.
6. Tuition: Graduate hours completed during professional leave shall be reimbursed if they fall within the guidelines of the tuition reimbursement provision of this agreement and if they are included in the approved plan for professional growth.
7. Insurance: Teachers on approved leave shall be kept on the payroll records during such leave and shall be permitted to continue participation in the group insurance provided by this agreement by paying to the Treasurer, by the 20<sup>th</sup> of each month for the following month, the full cost of the premium for such coverage.

8. Return to District: Unless the teacher has completed twenty-five years of teaching in Ohio, the teacher is required to return to the Carrollton Exempted Village School District at the end of the leave for a period of at least one school year. A teacher who has been on a professional leave of absence and does not return to the district, forfeits all rights to tuition reimbursement and will refund all part salary paid by the school district for that period of time while on leave.

#### ARTICLE F — UNPAID LEAVE

Other unpaid leaves of absence may be granted by the Board for up to two years pursuant to O.R.C. §3319.13. Such leaves shall be granted as required by O.R.C. §3319.13 for illness or disability if the teacher has exhausted accumulated sick leave, the teacher has filed a timely written request for leave with the Superintendent, and the Board is satisfied that legitimate illness or disability necessitates the leave. The request for unpaid leave shall be made on the form Appendix G. Upon return from unpaid leave, the teacher shall be reinstated with the same contract status held prior to the leave. Except when the leave is for illness or disability, the Board may establish the starting and ending date for the leave. The insurance of the teacher on an unpaid leave of absence shall be governed by Section Eight, Article C of this Contract.

#### ARTICLE G — JURY AND COURT LEAVE

The Board shall grant court or jury leave as required by state law. The Board also shall grant paid time off for teachers to appear in court on behalf of the Board in school-related cases, excluding labor disputes between the CEA and the Board.

#### ARTICLE H — PARENTAL LEAVE

1. Definition

An employee who becomes the parent of a newborn or an adopted child or the parent of a minor child who develops a severe health problem shall have the right to an unpaid leave of absence for up to one year.

2. Application for Parental Leave

Application for parental leave shall be made on the form provided in Appendix J and shall be filed at least thirty (30) days prior to the anticipated beginning date of the leave. In the case of early delivery or adoption or sudden severe health problem, the thirty (30) day rule shall be omitted, but the employee must notify the Superintendent at the earliest opportunity of the intent to take parental leave and, when possible, accepts the responsibility to work closely with the substitute so that students are provided with a smooth transition and continuity of educational program. Leaves for a shorter period may be granted by a mutual agreement.



3. Rights While on Leave

Bargaining unit members on parental leave shall receive credit for seniority and salary placement if the person teaches a minimum of one hundred twenty (120) days in the school year. A person granted a leave of absence will continue with Board paid hospitalization for the remainder of the current month plus the following month.

4. Reinstatement Rights

An employee shall, return immediately following the expiration of the leave and the current semester, and shall be reinstated to the same or similar position or to one for which the returning teacher is properly certified.

ARTICLE I — FAMILY AND MEDICAL LEAVE

Notwithstanding other provisions of this agreement, the Board agrees to abide by the provisions of the Family and Medical Leave Act (FMLA) of 1993 and as amended. The District shall utilize the FMLA forms issued by the U.S. Department of Labor Wage and Hour Division. The District shall place links to the U.S. Department of Labor Wage and Hour Division FMLA Fact Sheet and FMLA Notice and Certification forms on its website under the District tab, District Forms subtab.

**SECTION SEVEN - TERMS AND CONDITIONS OF EMPLOYMENT**

ARTICLE A — LENGTH OF SCHOOL YEAR

The contract year will consist of one hundred eighty-four (184) days for teachers. One hundred eighty (180) of these days may be used for students in session with allowance for the days allowed by state law for parent-teacher conferences and teacher professional days.

A committee composed of an equal number of administrators, appointed by the Superintendent and teachers, appointed by the Association President will meet in October and January of each year to discuss calendar options for the upcoming school year. The Superintendent will then present calendar options to the Association President, who will present them to the CEA membership for a vote. The Association President will notify the Superintendent of the membership's preferred calendar option, after which the Superintendent will make his/her recommendation for the school calendar to the Board.

The teachers appointed by the Association President will include an elementary teacher, a middle school teacher and a high school teacher.

ARTICLE B — WAIVER DAY/INSERVICE DAY

As an alternative to an In-service day, the Superintendent may grant special permission for staff members to attend a workshop or to visit another school district. The workshop or visit must meet specific needs of the teacher.

## ARTICLE C — SCHOOL DAY

The regular workday for teachers shall not exceed seven (7) hours and thirty (30) minutes, including a thirty (30) minute lunch.

Teachers shall attend required meetings in addition to the regular school day. Likewise, teachers must stay beyond the scheduled workday if needed for conferences with students, parents or administrators, for hearings, or for completion of the teacher's normal professional responsibilities, (such as open house and freshmen orientation). A teacher may in his/her discretion come in prior to his/her work day if needed for conferences with other teachers, students, parents or administrators.

Teachers shall not be required to stay beyond the workday for staff or professional meetings more than sixteen (16) times per year and shall not be required to stay beyond the workday for more than one (1) event per year (such as family fun night). Staff or professional development meetings shall not go beyond sixty (60) minutes. The event shall not go beyond two (2) hours. Any joint committee meetings do not count towards the meetings under this section.

## ARTICLE D — FAIR SHARE/REPRESENTATIVE FEE

The parties expressly agree that the Fair Share provisions and language in Section Seven, Article D are null and void as a matter of law based on the decision in Janus v. American Federation of State, County, and Municipal Employees, Council 31 585 U.S. 138 S.Ct. 2448 (2018). This article will be memorialized and preserved in the appendix should the law change.

All current Association members and new hired employees, hired after September 1, 2003, shall be included under this provision of the Master Contract.

Any teacher, as defined in "Section I" of this agreement, who was employed by the district on or before the 2003/2004 school year who was not a member of the Association, shall not be required by this provision to become a member of the Association or have any deduction from their pay of any fair share or other charges as a result of this provision.

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.

Notice of the amount of the annual dues or 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 on or about October 1<sup>st</sup> of each year for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

The Treasurer shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share 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.

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.

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

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

The Board and Treasurer shall be responsible only for the deduction of the authorized fair share fee and forwarding of the specified amount to the Association. The Association agrees to accept full liability financially and legally for any charges which may be filed, fees, penalties, punitive damages, costs, and/or back pay liabilities arising out of the Board's action or inactions involving the deduction of fair share fee.

The Board and the Treasurer shall be held harmless from any and all costs, including witness and fees, attorney fees, back pay awards, punitive damages, or any other cost of prosecution or defense or any liability resulting from the prosecution or defense of any action or inaction, claimed or otherwise, to which the Board may be liable by virtue of the provisions of this Article.

It is specifically agreed that the Board shall not be liable to any party and, at no time, shall the Board pay out monies for any reason associated with the provisions of the Article.

#### ARTICLE E — TEACHER OR SCHOOL COUNSELOR EVALUATION AND SUPERVISION

During the term of this contract, by the third Thursday of September, the building principal will notify each bargaining unit member in his/her building of whether they will be evaluated under the OTES system, The OCES system or the Non-OTES Teacher Evaluation system for that school year.

1. OTES Teacher Evaluation/OCES School Counselor Evaluation (OTES 2.0 becomes effective beginning the 2021-2022 school year. See MOU for OTES 1.0 during the 2020-2021 school year.)

The OTES Teacher Evaluation ("OTES") applies to teachers who are licensed instructors who spend at least fifty percent (50%) of his/her time providing content-related student instruction and fall under the definition of "Teacher" under the

Standards-Based Teacher Evaluation Board Policy, attached under Appendix K. The Ohio School Counselor Evaluation System (OSCES) applies to all school counselors. The Board will utilize the OTES and OSCES forms, unless otherwise mutually agreed upon.

a. Definitions

- i. Credentialed Evaluator: A person: 1) who is eligible to be an evaluator in accordance with O.R.C. §3319.111(D); and 2) holds a credential established by ODE for being an evaluator. Every evaluator must complete the state-sponsored evaluation training and is required to pass an online credentialing assessment. Bargaining unit members shall not serve as a credentialed evaluator.
- ii. Evaluation Cycle: The evaluation cycle occurs during each school year for each teacher/school counselor unless the teacher/school counselor is on a deferred evaluation cycle as set forth in Section 1(d)(iv)&(v) herein.
- iii. Evaluation Framework: The standards-based state framework for evaluation of teachers/school counselors developed by the Ohio Department of Education ("ODE") in accordance with §3319.112, for evaluation of teachers under Ohio Revised Code §3319.111 and §3319.112 and under ORC §3319.113 for school counselors.
- iv. Evaluation Instruments: The forms used by the teacher's/school counselor Credentialed Evaluator. The approved evaluation instruments are attached to this agreement as Appendix
- v. Evaluation Procedure: The procedure used to conduct teacher/school counselor evaluations, which includes informal observations ("classroom walkthroughs") and formal observations to assess teacher/school counselor performance and high quality student data and metrics of student outcomes for school counselors.
- vi. Evaluation Rating: The final holistic evaluation level that is assigned to a teacher based on the holistic review of all Evaluation Factors, observed during the Evaluation Cycle. The rating shall be "accomplished", "skilled", "developing", or "ineffective". The final rating shall not be weighted in such a way that one (1) domain or component of the evaluation system has a higher importance than another, except that any area marked N/A shall not negatively impact the evaluation rating. In the case of a school counselor, the evaluation rating assigned at the conclusion of the evaluation cycle, when the standards 1 – 6 are combined with the metric of student outcomes. Evaluation ratings are: Accomplished, Skilled, Developing, or Ineffective.

- vii. Evidence: Information collected by the evaluator and/or information provided to the credentialed evaluator by the teacher, to support and inform the accurate reflection of the Evaluation Factors. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, student portfolios, summative assessments, and student work samples.
- viii. High Quality Student Data (HQSD): Quantitative information, derived from instrument(s) rigorously reviewed and approved by locally determined education experts, which provides evidence of student learning that can be directly attributed to the teacher being evaluated.
- ix. Improvement Plan: A written Improvement Plan will be developed in the circumstances when a teacher/school counselor receives an overall final summative rating of ineffective or may be developed where a teacher/school counselor receives an ineffective rating on any of the standards of the OTES/OCES Rubric. The purpose of an Improvement Plan is to identify specific performance deficiencies and foster growth through professional development and targeted support.
- x. Metric of Student Outcomes: This term refers to the seventh area of the OSCES Evaluation Rubric that provides data demonstrating that student's skills, knowledge or behaviors have positively changed as a result of the school counselor's actions.
- xi. OSCES: This acronym refers to the Ohio School Counselor Evaluation System which was adopted by the Ohio State Board of Educators as a result of the Ohio legislature passing a new state-wide school counselor evaluation system under §3319.113 of the Ohio Revised Code.
- xii. OSCES Rubric: The OSCES Rubric approved by the Ohio Department of Education, which is attached as Appendix S to the Standards-Based School Counselor Evaluation Board Policy
- xiii. OTES: This acronym refers to the Ohio Teacher Evaluation System, which was adopted by the Ohio State Board of Education as a result of the Ohio legislature passing a new state-wide teacher evaluation system under §3319.111 and §3319.112 of the Ohio Revised Code.
- xiv. OTES Rubric: The OTES Rubric approved by the Ohio Department of Education, which is attached as Appendix L to the Standards-Based Teacher Evaluation Board Policy.



- xv. Performance Deficiency: A performance deficiency includes either an overall ineffective rating or an ineffective rating on any of the components of the OTES/OCES Rubric.
- xvi. Poorly Performing Teacher: A teacher who receives an evaluation rating of ineffective for a period of no less than two (2) out of the last three (3) years under OTES 2.0..
- xvii. Professional Growth Plan: A written plan, self-directed or jointly developed between the teacher and evaluator, designed for the sole purpose of continuing teacher growth focused on areas identified in the teacher's observations and/or evaluation. The approved form for the Professional Growth Plan is attached to this agreement as Appendix .
- xviii. Teacher/School Counselor Performance Rating: The assessment of a teacher/school counselor, during the evaluation cycle, which is based upon the educator/school counselor professional standards, and reported using the rubric contained in Appendix of this Agreement.
- xix. Teacher of Record: This is the teacher who is responsible for assigning the student a grade so long as (a) the teacher has proper credentials to teach the particular subject/grade level for which he/she has been designated "teacher(s) of record"; and (b) is responsible for a minimum of fifty percent (50%) of a student's scheduled instructional time within a given subject or course.

b. Purpose of Carrollton Evaluation

Carrollton School must now implement the OTES state-wide teacher evaluation system and the OSCES state-wide school counselor evaluation system developed by the Ohio Department of Education.

- i. The Board, Union, administrators and teachers of Carrollton Schools are committed to academic excellence and recognize the purpose of our evaluation is:
  - (a) To support informing instruction with data from formative and summative assessments.
  - (b) To serve as a tool to advance the professional learning and practice of teachers individually and collectively in Carrollton Schools.
  - (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.



(d) To assist the administration in utilizing appropriate data to guide identification and development of meaningful professional development opportunities for teachers.

ii. The Board, Union, administrators and school counselors of Carrollton Schools are committed to supporting students with academic achievement, social and emotional development and career planning and recognize the purpose of our school counselor evaluation is to:

(a) Serve as a tool to advance the professional learning and practice of school counselors individually and collectively in the District

(b) Assist counselors and administrators in identifying and developing educational best practices in order to provide the greatest opportunity for the academic achievement, social and emotional development, and career planning of students.

(c) Assist the administration in utilizing appropriate data to guide identification and development of meaningful professional development opportunities for school counselors.

(d) Promote and foster professional and collaborative dialogue between school counselors and Credentialed Evaluators.

c. Evaluators

i. Where a teacher/school counselor is under consideration for renewal/non-renewal or under an improvement plan, a District administrator will serve as the Credentialed Evaluator. Otherwise, to the greatest extent possible, the Superintendent or his/her designee will give priority to individuals employed as District administrators who are on the approved credentialed list adopted by the Board ("Approved Credentialed Evaluator List").

ii. Each teacher/school counselor will be notified of his/her Credentialed Evaluator, and the following shall apply:

(a) For those teachers/school counselors with an overall Final Holistic Rating of Accomplished, the evaluator shall be selected by the teacher/school counselor from the Approved Credentialed Evaluator List.

(b) For those teachers/school counselors with an overall Final Holistic Rating of Skilled, Developing or Ineffective, the evaluator shall be the teacher's/school counselor's immediate

supervisor provided that individual is on the Approved Credentialed Evaluator List.

- (c) In the situation where a teacher/school counselor with an overall Final Holistic Rating of Skilled, Developing or Ineffective is assigned to more than one (1) building, the Credentialed Evaluator shall be one and not both of the building administrators, with priority to the building to which the teacher/school counselor is primarily assigned (i.e. home base).

d. Evaluation Schedule

- i. No teacher/school counselor shall be evaluated more than once annually.
- ii. All evaluations will be completed by the first day of May and the teacher will be provided with a written copy of the evaluation results by the tenth day of May.
- iii. For those teachers/school counselors who are on limited or extended limited contracts pursuant to O.R.C. §3319.11 and who are under consideration for nonrenewal, one evaluation consisting of at least three formal observations must be conducted annually by the first day of May. The Superintendent may waive the third (3<sup>rd</sup>) observation if the employee's limited contract will be renewed for the ensuing school year.
- iv. With the exception of Section 1(d)(iii), a teacher/school counselor who has worked for the District for three years and was evaluated each of those years, who is assigned an evaluation rating of Accomplished on the teacher's/school counselor's most recent evaluation conducted under this section shall be fully evaluated once (1) every three (3) years, but, shall have an observation and conference during those years they are not fully evaluated. A teacher must submit a self-directed Professional Growth Plan to the evaluator each year, and for teachers, the evaluator determines the teacher is making growth progress on that plan. Growth progress is defined as completing a(n) action step(s), attaining a goal statement, and/or providing evidence on qualitative or quantitative indicators for the bargaining unit member.
- v. With the exception of Section 1(d)(iii), a teacher/school counselor who has worked for the District for three years and was evaluated each of those years, who is assigned an evaluation rating of Skilled on the teacher's/school counselor's most recent evaluation conducted under this section shall be fully evaluated once (1) every

two (2) years, but, shall have an observation and conference during those years they are not fully evaluated. A teacher must submit a self-directed Professional Growth Plan to the evaluator each year, and for teachers, the evaluator determines the teacher is making growth progress on that plan. Growth progress is defined as completing a(n) action step(s), attaining a goal statement, and/or providing evidence on qualitative or quantitative indicators for the bargaining unit member.

- vi. In any year in which a teacher/school counselor will not be formally evaluated pursuant to above-paragraphs d(iv) or d(v), the Credentialed Evaluator shall conduct one (1) formal observation of the teacher/school counselor, hold one (1) post-observation conference with the teacher/school counselor, and at the request of the teacher/ school counselor hold one (1) formal observation pre-conference. Under this section, the formal observation process shall not require a pre-observation conference or submission of the pre-observation form. Likewise, the submission of the post observation form shall not be required. The observation related forms generated in this paragraph will be provided to the teacher/school counselor however will not be placed in the employee's personnel file.

e. Teacher/School Counselor Performance Evaluation Component

i. General principles

- (a) All monitoring or observation of teacher/school counselor work performance shall be conducted openly and with full knowledge of the teacher/school counselor.
- (b) Teacher/School Counselor performance shall be assessed based on standards for the teaching profession/school counselor profession and criteria set forth in the evaluation instrument, Appendices K, K-1, L, M, N, O, P, Q, Q-1, Q-2, Q-3, Q-4 and Q-5.
- (c) The formal evaluation cycle for teachers shall consist of: a professional growth/improvement plan, a pre-observation conference(s), an formal holistic observation, a post-conference(s), classroom walkthrough(s), a formal focused observation(s), and a final summative conference.
- (d) The formal evaluation cycle for school counselors shall consist of a professional growth/improvement plan, a pre-observation conference(s), formal observation(s), post-conference(s), and walkthrough(s)

- (e) The Credentialed Evaluator shall rely on evidence provided by the teacher/school counselor, the Formal Observations and the Walkthroughs/Informal Observations to evaluate a teacher's/school counselor's performance.
- (f) All conclusions of performance assessments must be documented and supported by evidence.
- (g) The Credentialed Evaluator shall provide the teacher/school counselor with copies of all written documentation, including but not limited to notes, scripts, artifacts, and evidence collected during formal observations and walkthroughs/informal observations.
- (h) No teacher/school counselor shall be required to complete a Self-Assessment Form (e.g. OTES/OCES Self-Assessment Form). This tool may be used by teachers/school counselors as a resource.
- (i) Video or audio devices shall not be used to record teaching/school counseling performance for the evaluations, whether by the teacher/school counselor or by the Credentialed Evaluator. The District will not use video/audio evidence submitted to ODE by a Resident Educator for their Year 3 and Year 4 requirements as evidence to assess teacher performance (OTES).

ii. Evidence Used to Assess Teacher Performance

(a) Evidence Provided by Teacher/School Counselor to Credentialed Evaluator

A teacher may provide evidence to the Credentialed Evaluator, including but not limited to student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, and student work samples.

A school counselor may provide evidence to the Credentialed Evaluator, including but not limited to student grades, standardized test, course completion, graduation rate, attendance, ACT/SAT, discipline reports, office referrals, counselor logs, teacher feedback surveys, backpack web, Ohio means jobs, acceptance rates, and exposure to post-secondary options/surveys



(b) Formal Observations

- A minimum of two (2) formal observations shall be conducted.
- Each formal observation shall last a minimum of continuous thirty (30) minutes.
- The first holistic formal observation shall be completed by the end of first semester, unless extenuating circumstances exist.
- There shall be at least twenty-one (21) calendar days between each formal observation (Calendar days exclude days during Winter and Spring breaks for this paragraph only).
- If after the formal focused observation, there is a Performance Deficiency in a teacher's/school counselor's performance and the District anticipates taking adverse personnel action, a minimum of one (1) additional formal focused observation shall be conducted.
- A teacher/school counselor may request a formal focused observation at any time, in addition to those required.
- A pre-observation conference between the Credentialed Evaluator and teacher/school counselor may be held at any time within the five (5) work days preceding each formal observation to review the content of the Teaching/School Counselor Pre-Observation Form, Appendix Q-1.
- A post-observation conference between the Credentialed Evaluator and teacher/school counselor shall be held within the ten (10) work days following each formal observation, unless extenuating circumstances exist, to review the content of the Teaching/School Counselor Post-Observation Conference Form, Appendix Q-2. The teacher/school counselor will provide the post-observation form to the Credentialed Evaluator at least 24 hours prior to the post-observation conference.

- At the post-observation conference, the Credentialed Evaluator and teacher/school counselor will review the evidence collected and collaboratively review the draft of the Observation Summary Report Form, see Appendix Q-4 that the Credentialed Evaluator brings to the post-observation conference.

(c) Walkthrough / Informal Observation

- A walkthrough /informal observation ("walkthrough") for a teacher is a formative written assessment by a Credentialed Evaluator. A walkthrough for a school counselor is a formative written assessment piece of non-confidential activities by a Credentialed Evaluator.
- The walkthrough may be unannounced, but nothing prohibits informing the teacher/school counselor of a walkthrough.
- A walkthrough shall be at least five (5) consecutive minutes and no more than fifteen (15) minutes in duration. There shall be no more than six (6) walkthroughs per Teacher/School Counselor Performance Cycle, unless additional are requested by the teacher/school counselor.
- Within two (2) work days of completing the walkthrough, the evaluator shall provide the teacher/school counselor a copy of the Walkthrough/Informal Observation Data Form, Appendix Q. If the teacher/school counselor requests to meet with the evaluator to review this Form, this meeting will be held before the next walkthrough occurs.

iii. Calculating Teacher/School Counselor Performance Rating

The Teacher/School Counselor Performance Rating used in the Final Holistic Rating shall be calculated in the following manner. A numerical value for each category on the Teacher Performance Evaluation Rubric shall be assigned as one (1) for Ineffective; two (2) for Developing; three (3) for Skilled; and four (4) for Accomplished.

An average will be calculated by taking the sum of each performance criteria (PC) and dividing by the total number of performance criteria (Sum of PC ÷ 15 for teachers and sum of PC ÷ 6 for school counselors.)

The Teacher Performance Rating will be assigned as follows:

1 - 1.39 = Ineffective Teacher Performance Rating

Greater than 1.4 - 2.3 = Developing Teacher Performance Rating

Greater than 2.3 - 3.0 = Skilled Teacher Performance Rating

Greater than 3.0 = Accomplished Teacher Performance Rating

The School Counselor Performance Rating will be assigned as follows:

1 - 1.2 = Ineffective School Counselor final summative rating

Greater than 1.2 - 2.1 = Developing School Counselor final summative rating

Greater than 2.1 - 3.1 = Skilled School Counselor final summative rating

Greater than 3.1 = Accomplished School Counselor final summative rating

f. High Quality Student Data (HQSD)

i. Each evaluation shall contain two (2) measures of high quality student data (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD.

ii. HQSD shall be used as evidence in any component of the teacher's evaluation related to the OTES 2.0 rubric, which include HQSD.

iii. The high-quality student data instrument used must be reviewed by the JEDC to ensure it meets all of the following criteria:

(a) Align to learning standards

(b) Measure what intends to be measured

(c) Be attributable to a specific teacher for course(s) and grade level(s) taught

(d) Demonstrate evidence of student learning (achievement and/or growth)

**(e) Follow protocols for administration and scoring**

**(f) Provide trustworthy results**

**(g) Not offend or be driven by bias**

g. **Finalization of Evaluation**

A Final Holistic/Summative rating of teacher/school counselor Final Holistic/Summative Rating form (Appendix Q-5 or V-3) will be completed, signed by the evaluator and provided to the teacher/school counselor in a meeting to be held no later than the tenth day of May. The teacher/school counselor should sign the Final Holistic/Summative rating of teacher/school counselor effectiveness form to verify notification to him/her that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher/school counselor agrees with its contents. The teacher/school counselor shall sign the Final Holistic/Summative rating of teacher/school counselor performance upon meeting with the Credentialed Evaluator. The Credentialed Evaluator shall send a copy of the Final Holistic/Summative rating of teacher/school counselor effectiveness form to the Superintendent upon securing the teacher's/school counselor's signature.

The holistic/summative evaluation rating shall be based upon a preponderance of the evidence, assessed in a holistic manner, that is aligned to the Ohio Educator/School Counselor Standards. Only evidence gathered during the pre/post conferences, walkthroughs and formal observations that are conducted for the current school year may be used.

The evaluator shall note evidence of all information used to support the conclusions reached in the formal evaluation report.

Within ten (10) calendar days of receiving the Final Holistic/Summative rating of teacher/school counselor effectiveness form, a teacher/school counselor has the right to make a written response to the evaluation and to have it attached to the Final Holistic/Summative rating of teacher/school counselor that is placed in the teacher's personnel file.

Each teacher/school counselor shall have the opportunity to review the teacher/school counselor performance score in order to ensure accuracy in reporting. If the teacher/school counselor believes there is an inaccuracy, she/he shall notify the Superintendent or his/her designee on a date designated by the Superintendent each school year.

**Ohio Evaluation System (OhioES)**

The use of OhioES or any other teacher/school counselor evaluation electronic reporting and/or storage system shall be done in such a way with



the assurance that the name of, or any other personally identifiable information, is not transmitted outside of the District. All other information and documents obtained through the evaluation process shall be stored and maintained by the District

The Board shall not evaluate any teacher/school counselor who has submitted an irrevocable official notice of retirement to the Board on or before December 1<sup>st</sup> of the school year.

The Board shall not evaluate any teacher/school counselor who has or will be on leave for fifty percent or more of the school year.

h. Professional Growth & Improvement Plans

Either a Professional Growth Plan or an Improvement Plan will be developed annually. Each plan will be based upon the results of the formal holistic observation and aligned to any existing school district or building improvement plan. For teachers, these plans will be due to the evaluator within ten (10) calendar days of the post-conference following the formal holistic observation.

i. Professional Growth Plan

Teachers will be required to make adequate progress on their Professional Growth Plan as defined in section \_\_\_\_\_ in order to remain on a deferred Evaluation Cycle.

A teacher with a final holistic rating of Accomplished will develop a self-directed Professional Growth Plan. A teacher with a final holistic rating of Skilled will develop a jointly directed Professional Growth Plan. A teacher with a final holistic rating of Developing will develop a Professional Growth Plan that is guided by the assigned evaluator.

A school counselor who is rated Accomplished, Skilled or Developing will develop a professional growth plan in collaboration with his/her assigned evaluator. Each school counselor with a final summative rating of accomplished, skilled or developing will develop a Professional Growth Plan on an annual basis no later than the first Monday in October. Professional Growth Plans will be self-directed for school counselors with a final summative rating of Accomplished and will be collaborative school counselors with a final summative rating of skilled or developing. The Professional Growth Plan shall include:

- (a) Identification of area(s) for future professional growth
- (b) Specific resources and opportunities to assist the teacher in enhancing skills, knowledge and practice

- (c) Outcomes that will enable the teacher to increase student learning and achievement

ii. Improvement Plan

- (a) The Credentialed Evaluator for each teacher/school counselor with an Ineffective rating either on the final holistic/summative evaluation or with an ineffective rating (as identified in the post-observation conference form) for any of the standards of the OTES/OSCES Rubric will develop an Improvement Plan for the teacher/school counselor to respond to Ineffective ratings.
- (b) The Credentialed Evaluator shall develop an Improvement Plan to address any significant teacher/school counselor performance deficiency identified after an observation using the OTES/OSCES Improvement Plan Form, Appendix O. The Credentialed Evaluator shall meet with the teacher/school counselor to review the Improvement Plan and receive input from the teacher/school counselor before the Improvement Plan is finalized and implemented.
- (c) If the District anticipates taking adverse employment action based on a Teacher's/School Counselor's Performance, the teacher/school counselor shall first be placed on an Improvement Plan so she/he has an opportunity to remedy the performance deficiencies. The Improvement Plan may be created after the first or second observation in this circumstance.
- (d) An Improvement Plan shall include:
  - 1) Identification of the specific areas for improvement of performance deficiencies
  - 2) Identification of the specific expectations for each area of improvement that has been identified
  - 3) Specify the developmental level of performance the teacher/school counselor is expected to improve and the timeline to correct performance deficiencies
  - 4) Allows a sufficient time to allow remediation of the performance deficiencies
  - 5) Identification of guidance and support needed to help the teacher/school counselor improve

- 6) The Credentialed Evaluator, with input from the teacher/school counselor to be placed on an Improvement Plan, shall identify a support teacher/school counselor (if a teacher has a resident educator mentor, the mentor may also serve as the support teacher to the resident educator)
  - 7) Identification of additional education or professional development needed to improve identified areas
  - 8) Identification of release time to allow the supported bargaining unit member on an Improvement Plan to observe his/her support teacher's/school counselor's best practices and/or release time of the support teacher/school counselor to provide direct mentoring activities, which shall be coordinated by the building administrator - planning time of teachers shall not be used for direct mentoring activities, unless the teachers choose to do so
- (e) An Improvement Plan based on Ineffective teacher/school counselor rating will be revisited in at least twenty-eight (28) calendar day intervals to see whether the teacher's/school counselor's performance or student growth has improved and whether to modify or end the plan.

A copy of the Improvement Plan form is in Appendix O.

i. Protections

- i. A support teacher/school counselor shall not be requested or directed to make any recommendation regarding the continued employment of a teacher/school counselor.
- ii. All interaction, written or oral, between a support teacher/school counselor and the supported bargaining unit member are confidential and may not be disclosed without the consent of the supported bargaining unit member. Any violation of this confidentiality requirement by the support teacher/school counselor shall be cause for his/her removal in his/her role as a support teacher/school counselor by direction of the Union President after consultation with the Superintendent. Removal from the role as support teacher/school counselor shall not be grievable by the support teacher/school counselor.
- iii. No support teacher/school counselor shall be requested or directed to divulge information from written documentation or confidential discussions with the supported bargaining unit member.

- iv. At any time and without need of specifics, the support teacher/school counselor or the supported bargaining unit member may exercise the option to have a new support teacher assigned to the supported bargaining unit member. Exercising the option may occur one (1) time by the support teacher/school counselor or the supported bargaining unit member and shall occur without prejudice or judgment to either person. A teacher/school counselor may be excused from serving as a support teacher/school counselor for any school year, or part thereof, upon approval from either the Superintendent or his/her designee.

j. Working with Student Teachers

- i. A teacher who accepts a student teacher(s) will still have his/her HQSD reflect all students for whom she/he is the teacher of record. Any teacher may volunteer to accept a student teacher during the school year.
- ii. In cases where no teachers volunteer, the District may assign teacher with an accomplished or skilled rating to a student teacher.
  - (a) The District may not assign a teacher more than one (1) student teacher in one (1) school year.
  - (b) The District may not assign a teacher a student teacher more than one (1) time every three (3) school years.

2. Non-OTES Teacher Evaluation

All bargaining unit members not covered by the OTES Teacher Evaluation shall be evaluated using the forms contained in Appendices R, R-1, R-2, and R-3.

The JEDC shall develop the evaluation process and instruments for the non-OTES evaluation system and make a recommendation(s) as set forth in Section 7, Article E, Section 4.

3. Joint Evaluation Development Committee

There shall be a Joint Evaluation Development Committee ("JEDC"), which shall be comprised of a Union team and Board team, each having an equal number of no more than five (5) people per team. The JEDC shall review its established ground rules annually. The JEDC shall reach decision through consensus, shall receive training on the state-adopted evaluation framework, including student growth measure training, on-site or at a local ESC and may utilize subcommittees or experts as needed to gather or provide information. The JEDC shall keep minutes summarizing its meetings.



The JEDC is responsible for:

- a. Reviewing the OTES, OSCES and non-OTES evaluation procedures and instruments.
- b. Review, discuss, and make a recommendation for conducting virtual observations and walkthrough utilizing the OTES/NonOTES/School Counselor rubric(s).
- c. Assists in determining, selecting, and approving High Quality Student Data Tools.
- d. Provide a recommendation whether to implement the vendor assessment as HQSD
- e. Making recommendations as set forth throughout Article E titled Evaluations.
- f. Research and provide recommendations for possible assessments for the OSCES for the purpose of establishing Metrics of Student Outcomes.
- g. Research and provide recommendations for a standards-based framework for the evaluation of school nurses.

Any recommendations made by the JEDC shall be sent to the Union Executive Committee and the Superintendent. Any JEDC recommendations, or mutually agreed upon modifications thereto, that would modify any provision of Article E titled Evaluations may be implemented provided the Union Executive Committee and Superintendent agree. If the Union Executive Committee and Superintendent do not agree on a JEDC recommendation, they shall meet with a FMCS mediator to explore an agreed resolution, which may then be implemented. Should the Union Executive Committee and Superintendent continue to disagree with a JEDC recommendation after mediation, the Board of Education shall consider the JEDC recommendation in executive session, allowing both the Union Executive Committee and the Superintendent to present their respective positions. The Board of Education may adopt or reject the JEDC recommendation, as may have been modified through agreement by the Union Executive Committee and Superintendent. The step of this review process involving the Board of Education shall be in place during the term of this Agreement.

4. Supervision - Notice of Concern for non-OTES and supplementals

A Notice of Concern (Appendix R-4) will be used to point out problems and deficiencies with goals and objectives listed to improve performance. A Notice of Concern shall not be issued until the supervisor has held a conference with the employee.

## ARTICLE F — RESIDENT EDUCATOR MENTORING PROGRAM

The Board shall provide a Resident Educator Program as required by the state law to assist new educators with the Resident Educator Summative Assessment (RESA) which is required to obtain a professional licensure. In the event the Resident Educator Program and RESA is repealed, this Article of the Agreement is null and void on the effective date of the repeal.

The Mentor Teacher and Resident Educator shall be granted a maximum of four (4) days release time to work collaboratively to accomplish the individual goals of the resident educator. This release time may be taken in one-half ( $\frac{1}{2}$ ) or full day increments. The Superintendent or his/her designee shall coordinate providing the release time required.

A mentor teacher shall receive a stipend per mentee as follows for all mentoring responsibilities carried out before or after the regular teacher work day:

- i. Year One of mentoring: \$1,000.00
- ii. Year Two of mentoring: \$500.00
- iii. Year Three of mentoring: \$250.00
- iv. Year Four of mentoring: \$250.00

This stipend will be paid in the first payroll in June, either in full for the full year, or proportionate to the time one served as a mentor for the school year. Resident educators are not entitled to the mentor teacher stipend.

All efforts will be made for mentors to attend free Resident Educator Program and/or RESA mentor training sessions through the ODE, ESC or other approved agencies. The District shall cover training fees for mentors attending mandatory ODE State mentor training.

The following Resident Educator Program/RESA requirements will remain in place, unless otherwise provided by law:

- Other than a notation to the effect that a teacher served as a Mentor Teacher, the teacher's activities as a Mentor Teacher shall not be part of that staff member's evaluation.
- Mentor Teachers shall not participate in the evaluation of any Resident Educator.
- No Mentor Teacher shall be requested or directed to divulge information from the written documentation, or confidential Mentor/Mentee discussions.
- At any time, either Mentor Teacher or the Resident Educator may exercise the option to have a new Mentor assigned. The Mentor and the Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics

shall be given as to the exercise of the option and no prejudice or evaluation is to be given such change.

## ARTICLE G — ASSIGNMENT, TRANSFERS AND VACANCIES

### 1. Vacancies

All vacancies, including supplemental shall be defined as any position in the bargaining unit resulting from:

- a. An employee's leaving employment as a result of a retirement, termination, resignation, or death.
- b. An employee's contract was non-renewed.
- c. An employee's transfer to another bargaining unit position.
- d. An employee's assuming a non-bargaining unit position.
- e. The creation of a new bargaining unit position.

### 2. Posting of a Vacancy Notice

- a. The vacancy notice shall be posted within five (5) work days after the Superintendent has determined that the vacancy is to be filled. Vacancies shall be posted on the district website during the summer months and when school is not in session.
- b. All vacancy notices shall be sent electronically to all members and a copy sent to the Union President and mailed to employees not scheduled to work during the posting period.
- c. The vacancy notice shall include: the position title, entry level qualifications, licensing, and/or certification; description of the position's duties; date of initial posting; last date to apply for the position and who the applicant can contact for additional information.
- d. The posting period shall be five (5) workdays, except for cases of urgent necessity or for resignations submitted after July 10, in which case the posting period shall be five (5) calendar days.

### 3. Filling of a Vacancy

- a. The assignment of bargaining unit members and their transfers to positions in the various schools and departments of the district shall be made by the Superintendent.
- b. A current employee wishing to be considered for a posted vacancy for which he/she is qualified shall submit a letter of interest and resume that highlights

his/her qualifications to the superintendent or his/her designee during the allotted time for accepting applications. The current employee will be included in the final list of the applicants and afforded the opportunity to be interviewed by the superintendent/designee or selection committee along with other top applicants for the position. After July 10<sup>th</sup> and prior to the start of school, the Superintendent or his/her designee may conduct an interview by regular phone, Skype or other video conferencing source.

- c. A vacant position shall be filled within thirty (30) days after posting, if possible. Should the vacancy remain unfilled after thirty (30) days, the vacancy shall be posted externally.

#### 4. Transfer

- a. If a bargaining unit member desires a transfer to another position or building, requests must be submitted to the Superintendent and shall be placed on file for one (1) year. Said requests may be renewed annually.
- b. When the Superintendent/designee is considering the transfer of a teacher from one building to another, he shall advise the affected teacher of his intentions. A teacher not wishing to be transferred must advise the Superintendent/designee of the objection within five (5) working days of the notice of intended transfer. The teacher will be given the opportunity to meet with the Superintendent/ designee to discuss the objections.
- c. No teacher with twenty-five (25) years of teaching experience shall be transferred involuntarily from their grade level or subject area.
- d. If any two bargaining unit members desire to switch positions for a school year, such a switch may be allowed after discussion with the building principals involved and approval by the Superintendent.

### ARTICLE H — TEACHER LIMITED CONTRACTS

- 1. Teachers new to the district and those reemployed at the end of their current contract, but not eligible for continuing contract status, shall receive limited contracts in the following sequence (one hundred twenty [120] paid status days constitutes a year):

First Contract — One (1) Year Limited

Second Contract — One (1) Year Limited

Third Contract - One Year (1) Limited

Fourth Contract — Three (3) Year Limited

Fifth Contract — Five (5) Year Limited and thereafter



2. A teacher becoming eligible for a continuing contract during the term of a limited contract, shall be granted continuing contract status upon meeting all requirements of the Ohio Revised Code when the Board makes the next regular issuance of contracts.
3. The Board of Education may grant a limited contract of less than outlined in paragraph 1 above when, through the supervision process, a problem has been identified.
4. When the Superintendent intends to recommend nonrenewal of a teacher's contract, he shall so notify the teacher at least ten (10) days in advance of the Board meeting at which action will be taken. If the teacher requests, the Superintendent shall advise the teacher of the reasons for the recommendation. The teacher shall, on request, be given a chance to meet with the Board in executive session, provided the teacher must notify the Treasurer of his/her intent to appear at least twenty-four (24) hours before the Board meeting. The teacher may be accompanied by a representative of his/her choice at the executive session. If the Board votes to non-renew a teacher's contract, the teacher shall be advised of the reasons. (When appropriate, a simple confirmation of the reasons proffered by the Superintendent will suffice.) Nothing in this contract shall in any way restrict the Board's statutory right to make the final determination on renewal and nonrenewal of limited contracts and nothing in this contract shall be construed to create a right to review the Board's nonrenewal decision in any forum. The evaluation, contracting and non-renewal procedures contained in this agreement are the sole procedures utilized by this district and supersede and cancel the evaluation, contracting, and non-renewal procedures set forth in O.R.C. §3319.11 and §3319.111.

#### ARTICLE I — PLANNING PERIODS

1. Each secondary school teacher shall be granted one (1) planning period per day. Such periods shall be scheduled during the regular school day while students are in session.
2. Each elementary school teacher shall be granted two hundred (200) minutes planning time per week during the regular seven and one-half (7<sup>1</sup>/<sub>2</sub>) hour work day, at least one hundred fifty (150) minutes of which shall be in thirty (30) uninterrupted minutes blocks.
3. An administrator may only require a teacher to give up the minimum guaranteed contractual planning time in section 1 or 2 in the very limited circumstance where an unforeseen or emergency issue arises.
4. Teachers shall not be required to give up planning periods to fill in for absent classroom teachers.
5. In the case when there is not a substitute for an absent elementary (Kindergarten through Grade Six) art, music, or physical education teacher, if the regular

classroom teacher is required to teach a class because no substitute is available, a stipend of twenty-five dollars (\$25.00) will be paid to the regular classroom teacher. Teachers in Grades Seven through Twelve may volunteer to substitute during their planning period when a substitute is not available and will be paid a stipend of twenty-five dollars (\$25.00) for that period. All payments to teachers under this Article will be paid upon presentation and approval of an employee time sheet to and by the building supervisor and the Treasurer. Schedule of payment will be determined by the Treasurer.

#### ARTICLE J — CLASS SIZE

The Board and the Association agree that class size is a factor in the quality of educational services. The Board and the Association therefore agree that:

1. Assignment of pupils and teachers to buildings and classrooms is the responsibility of the Superintendent. In making such decisions, the Superintendent shall give consideration to the overall needs of the district, including facility limitations, financial considerations, transportation requirements, educational curricular considerations, and recommendations under Section 4 herein.
2. The pupil-classroom teacher ratio shall meet or exceed the state minimum standards. The pupil-classroom teacher ratio shall be maintained as described and calculated per O.R.C. §3317.023.
3. Efforts will be made to maintain an even distribution of students in like classrooms. However, the association recognizes that the administration may not be able to maintain equal class size and therefore the final distribution and assignment of students rest with the administration.
4. The Building Leadership Team ("BLT") at each building will meet to review the preliminary electronic student scheduling for the upcoming school year, once it becomes available. Each BLT will make recommendations to the Superintendent or his/her designee regarding facility limitations, student population considerations, or other appropriate variables to be considered prior to the Superintendent or his/her designee finalizing the student schedules over the summer months. No later than the second Friday in September, each BLT will review the final student schedules and make recommendations to the Superintendent or his/her designee on suggested student schedule changes, including the associated rationale.

#### ARTICLE K — PLACEMENT IN SPECIAL PROGRAMS

1. The special education supervisor will try to schedule the IEP meetings so that teachers whose duties would be impacted by the IEP will have the opportunity to participate. The teacher can also request a meeting with the special education supervisor and the building administrator to review the IEP placement of the student. If the Building Administrator believes a change in placement might be in order after this informal review has been conducted, he/she will reconvene the IEP team to review the placement and/or the IEP.

2. Teachers shall not be asked or required to perform medical procedures.
3. Support services as identified in the IEP will be provided.
4. Staff development programs for employees will be made available on an annual basis regarding the subject of special needs students.
5. Efforts shall be made to equalize student placement in regular education classes.
6. Bargaining Unit Members shall be informed within the first two weeks of school of special student placement.

#### ARTICLE L — OTHER SERVICES

The Board shall not ask or require that any bargaining unit member, except the school nurse, to perform health services such as catheterization, tube suctioning, diapering, routine administration of medications (for example: Insulin or Ritalin) or monitoring medical support systems and shall otherwise cease and desist from assigning any such duties to bargaining unit members. Nor shall any bargaining unit member be required to perform janitorial services.

#### ARTICLE M — CEA PRESIDENT AND SUPERINTENDENT CONSULTATION

Upon request of either party, officials will meet for informal discussion relative to important school matters.

#### ARTICLE N — STUDENT CLOSURE DAY

Student school closure days that are indicative of a typical "calamity" day where the safety of school community is the foundation for the closure are the basis for this section. When the Superintendent declares the District or building is closed to students on any day during the school year, the following shall apply:

1. For the first five (5) days without students, where the entire District or building is closed, no teacher shall report.
2. For any student closure day thereafter, the Superintendent shall either have all teachers report to work, or by April 1<sup>st</sup>, shall identify a date(s) at the end of the school year for the teachers to report to work to make up the missed day(s). Saturdays shall not be used to make up time due to District closure. In making the student closure determination, the Superintendent will consider road and weather conditions.
  - a. If teachers are required to report to work without students in attendance, the work day will begin on a two (2) hour delayed start. The delayed start work day will include one hundred twenty (120) minutes of individual teacher driven planning time, thirty (30) minutes for lunch and the remainder of the time will be administratively driven and used for professional development,



collaborative work, training, wellness programs (on a voluntary basis) or other District initiatives.

- b. Bargaining unit members will not be reprimanded if adverse weather conditions prevent them from reporting at the designated two (2) hour delayed start time. If a member is delayed in his/her arrival due to adverse weather, the member shall make arrangements with his/her immediate supervisor to make up the missed work.
3. Nothing in provision B shall prevent the Superintendent, in his/her sole discretion, from declaring that teachers do not need to make up student closure days beyond the first five days in provision A.
3. Scheduled absences or leave will not be counted as such when there is a student closure day.
5. Make up calamity day that require students in attendance shall not exceed the length of a regular work day/or work year, as defined in Section Seven Article A.

#### **ARTICLE O — CARROLLTON PROFESSIONAL DEVELOPMENT COMMITTEE**

The Carrollton Professional Development Committee (CPDC), operating under the requirements of SB 230; OAC 3301-24-08 and policies and bylaws established by the Carrollton Exempted Village Schools Board of Education, will review all certificate license renewal applications for all certified employees. The CPDC is the official body through which Carrollton Exempted Village School District certificated/licensed employees must seek credential renewal.

#### **ARTICLE P — PERSONNEL FILES**

Employees shall have the opportunity to read any and all material in their personnel file. The employee shall not remove anything from the file, but may request copies of such materials at current costs. Anonymous letters of materials shall not be placed in an employee's file.

### **SECTION EIGHT - BENEFITS**

#### **ARTICLE A — HEALTH CARE COVERAGE**

The Board shall contract for and provide health care coverage, major medical coverage, prescription coverage and dental coverage, family or single, as appropriate, for eligible/participating certified/licensed employees.

All eligible/participating employees shall be on the plan outlined in Appendix D and E and will pay the following monthly contributions:



Effective 7/1/20 through 6/30/22:

Family plan: Eight percent (8%) of the cost of the Board's monthly premium (not to exceed one hundred eighty dollars [\$180.00] per month

Single plan: Eight percent (8%) of the cost of the Board's monthly premium (not to exceed ninety dollars [\$90.00] per month

Monthly contributions shall be payroll-deducted equally over two (2) pays, when practical, with no deductions should there be a third (3<sup>rd</sup>) pay in any given month.

Refer to the Schedule of Benefits for the Carrollton Exempted Village School District New Plan as outlined in Appendix D and E. For complete health care coverage benefits, see the Carrollton Exempted Village School District Health Benefit Plan booklet. The plan-selected by the Board will, provide substantially the same or better coverage as described in the plan booklet and Appendix D and E.

The Board shall offer employees a vision plan with the Board being responsible for paying for the vision plan.

In order to continue on group insurance coverage during an approved Board leave of absence, the employee must pay the Treasurer by payroll deduction OR by the 20th of each month, for the following month, the full cost of the employee's monthly premium for the coverages. Failure to timely pay the employee's portion either through payroll deduction or by the 20th of each month for the following month will result in cancellation of coverage and notification of continuation rights under COBRA.

The Board of Education will follow all federal health care mandates. Any modifications to Section Eight that require a 60-day wait period under federal law prior to implementation will take effect 60-days after adoption of this Agreement by the Board.

ARTICLE B — LIFE INSURANCE

The Board of Education shall provide all full-time certified employees, who have not reached their seventieth (70<sup>th</sup>) birth date, a forty-five thousand-dollar (\$45,000.00) term life insurance policy with double indemnity for accidental death and dismemberment.

For those certified employees who are seventy (70) years of age or older, the Board of Education shall provide five thousand dollars (\$5,000.00) term life insurance with double indemnity for accidental death and dismemberment.

If the foregoing coverage is unavailable for those individuals aged sixty-five and over (65+), the necessary adjustments will be made to coincide with the company's policy.

**ARTICLE C — HEALTH CARE/LIFE INSURANCE COVERAGE WHILE ON AN APPROVED LEAVE OF ABSENCE**

Teachers on approved leaves of absence shall be permitted to continue participation in the health care coverage, prescription coverage, dental coverage and life insurance plans provided teachers by paying to the Treasurer by the twentieth (20<sup>th</sup>) of each month for the following month, the full cost of premiums for such coverage.

**ARTICLE D — HEALTH CARE COVERAGE COMMITTEE**

Health Care Coverage Committee shall be comprised of three (3) representatives of each party (CEA and the Board) and will review health care coverage information and explore alternatives to provide cost savings measures.

**SECTION NINE - COMPENSATION**

**ARTICLE A — SALARY SCHEDULES**

Teachers shall be paid in accordance with the salary schedule attached hereto as Appendix A. This schedule shall reflect the following base salary increases, effective on the day of each corresponding school year:

2020-2021 (first workday of 2020-2021 contract) – Two percent (2%)

2021-2022 (first workday of 2021-2022 contract) – Two percent (2%)

Effective the first day of each employee's 2020-2021 school year, each bargaining unit member eligible for a step increase shall be paid at one step higher than he/she was on as of the employee's last day of the 2019-2020 school year.

Effective the first day of each employee's 2021-2022 school year, each bargaining unit member eligible for a step increase shall be paid at one step higher than he/she was on as of the employee's last day of the 2020-2021 school year.

Yrs Exp	Non-Degree	Bachelor	5 year (150 semester credit hours)	Master	Master's +20
0	0.865	1.000	1.040	1.100	1.160
1	0.900	1.060	1.100	1.165	1.225
2	0.935	1.120	1.160	1.230	1.290
3	0.970	1.180	1.220	1.295	1.355
4	1.005	1.240	1.280	1.360	1.420
5	1.040	1.300	1.340	1.425	1.485
6	1.065	1.360	1.400	1.490	1.550
7	1.090	1.420	1.460	1.555	1.615
8	1.115	1.480	1.520	1.620	1.680
9	1.140	1.540	1.580	1.685	1.745
10	1.165	1.600	1.640	1.750	1.810
11	1.190	1.660	1.700	1.815	1.875
12	1.215	1.720	1.760	1.880	1.940
13			1.820	1.945	2.005
20			1.870	1.995	2.055
25			1.895	2.020	2.080
30			1.920	2.045	2.105

#### ARTICLE B — PAY SCHEDULE

Pay will be received in bi-weekly equal installments to be paid on alternate Fridays, unless the District moves to a twenty-four (24)-pay period.

The District may move from a bi-weekly equal installment pay period to a twenty-four (24) pay period no earlier than the 2013-2014 school year provided: (a) the District notifies all bargaining unit members by July 1 that the move to a twenty-four (24)-pay period will occur the first (1<sup>st</sup>) pay period of the upcoming school year; (b) the move to a twenty-four (24)-pay period is made for all District employees during the same fiscal year and (c) the move to a twenty-four (24)-pay period is made the first. (1<sup>st</sup>) pay period of that particular school year.

Direct Deposit shall be required for all bargaining unit members.

#### ARTICLE C — SUPPLEMENTAL POSITIONS

1. Pay for extra duty assignments shall be governed by the policy attached hereto as Appendix B. Recommendation of the number of supplemental positions for a school year will be made by the Superintendent to the Board after input by the Labor Management Committee, with the Board making the final determinations.
2. If problems or deficiencies arise during the course of a supplemental contract, the Building Principal shall issue a Notice of Concern (Appendix R-4). A Notice of Concern shall not be issued until the Building Principal has held a conference with the employee.
3. All supplemental contracts will expire at the end of their annual term with no further notice from the Board of Education and be posted in accordance with Section Seven, Article G.
4. Changes in the job description that would require a change in salary shall be negotiated between the CEA and the Board of Education. In the case of athletics, the recommendation of the head coach of the sport and the athletic director will be considered.
6. If a new job is created, the superintendent, principal and athletic director (if a sport) will make a recommendation to the Board of Education concerning job description and salary, which shall then be negotiated between the CEA and the Board of Education. Any supplemental shall be paid in a lump sum at the end of the season of performance, with the exception of Head Football Coach, Head Basketball Coach, Head Wrestling Coach, Band Director, and Assistant Band Director, whose supplemental shall be paid on a quarterly basis (December, March and June).
7. Bargaining unit members interested in filling a posted supplemental position must submit a supplemental application within five (5) days of the posting in order to be considered for the position.
8. Should a supplemental position not be filled by the Board within thirty (30) days of the close of the posting for that position, the supplemental position shall be reposted pursuant to Section Seven, Article G and externally.
9. Bargaining unit members with applications for supplemental positions on file with the District shall be given consideration and an interview for those supplemental positions. In accordance with the procedures outlined in O.R.C. 3313.53, qualified bargaining unit members will be given preference over qualified non-bargaining unit members.
10. If at all possible, a coach may hold only one (1) athletic position during a season.



## ARTICLE D— SEVERANCE PAY

Severance pay shall be a one-time, lump sum payment to eligible employees according to the following provisions:

### Eligibility

An employee's eligibility for severance pay shall be determined as follows:

1. The individual retires from the school system.
2. Retirement-disability or service retirement under any state or municipal retirement system in Ohio.
3. The individual must retire within one hundred twenty (120) days of the last contracted work day of the employee.
4. Must sign a form for severance check certifying all eligibility criteria have been met. (Appendix S).

### Benefit Calculation

The amount of the benefit due an employee shall be calculated by:

1. Multiplying the employee's accrued sick leave by thirty percent (30%).
2. Multiplying the product times the per diem rate of pay appropriate for the individual's placement on the salary schedule.
3. The amount of the benefit calculated in steps one and two shall not exceed the value of seventy-eight (78) days of accrued but unused sick leave. Receipt of payment for accrued but unused sick leave shall eliminate all sick leave credit accrued by the employee.

## ARTICLE E — TUITION REIMBURSEMENT

1. Tuition reimbursement will be as follows:

2020-2021 School Year - Forty thousand dollars (\$40,000)

2021-2022 School Year- Forty thousand dollars (\$40,000)

The tuition reimbursement money available each year will be used to reimburse employees for (i) employee paid tuition costs related to coursework in their licensure area to secure column advancement through course hours or advanced degrees; or (ii) employee paid costs for recognized preparation supplies, materials or study cohort groups through an ESC or accredited institution to prepare for highly qualified tests in a teacher's current area of teaching or in a new area of teaching to which the teacher was involuntarily transferred or was assigned by

- his/her principal; or (iii) employee paid highly qualified test costs for HQT tests passed by the teacher and reimbursement for up to one failed HQT test. It is agreed the tuition reimbursement committee will give a priority to requested reimbursement for items (ii) and (iii).
2. Any unreimbursed amounts are not to be forwarded to the next year. Nor will any unreimbursed amounts from the prior contract be covered. Upon expiration of this agreement, no reimbursement will be provided in future contracts for members who do not receive reimbursement to this provision.
  3. Prior approval by the Superintendent or their designee must be received to benefit from this provision.
  4. All transcripts, approval forms, and proof of payment for course(s) for the period of July 1, 2020, through June 30, 2021, must be turned in to the CEA tuition reimbursement committee by August 15, 2021.
  5. All transcripts, approval forms, and proof of payment for course(s) for the period of July 1, 2021, through June 30, 2022, must be turned in to the CEA tuition reimbursement committee by August 15, 2022.
  6. The CPDC (Carrollton Professional Development Committee) will generate a list of certified staff who qualify for reimbursement based upon qualifications of completed course work for the current year. Reimbursement will not be retroactive to previous course work for which an applicant has already received payment.
  7. Reimbursement shall not exceed the amount paid by the certificated employee.
  8. Any monies available for tuition reimbursement that are not disbursed at the August meeting of the tuition reimbursement committee will be transferred to the next year. Any money not disbursed by August 31, 2020, will not be carried over to the next negotiated agreement.
  9. Professional growth hours will not be reimbursed for teachers that are not returning to the District in the subsequent school year.
  10. Reading Endorsement Assessment Teachers who successfully pass the state approved Reading Endorsement Assessment will be reimbursed the full cost of assessment.

#### ARTICLE F — PAYROLL DEDUCTION

An alphabetized list of Association members requesting payroll deductions for union dues signed by the CEA President and Treasurer will be submitted to the Treasurer by the CEA no later than September 30 of each year. The list shall consist of name, annual dues and per pay deductions (annual amount divided by twenty [20] pays). This deduction shall be without cost to the Association or the member.

Dues will be deducted November through August of the following year and bi-weekly payments will be made to the Carrollton Education Association/OEA/NEA. Accompanying each payment notification will be a complete listing of the names of the members for which a payroll deduction was made.

New employees hired after October 1 whose payroll deduction authorization forms are not submitted by October 11 to the Treasurer will have payroll deduction start the pay following submission of the authorization form and the professional dues/fees shall be divided equally on the remaining number of payroll deductions provided in paragraph 1.

Voluntary deductions will be forwarded each pay unless the receiving company refuses payments less than monthly. Requests for deductions will be accepted throughout the year with a maximum of two (2) changes per year. Note: No voluntary deductions are withheld when a third pay occurs in the month.

#### ARTICLE G — MILEAGE POLICY

A certificated employee required to travel building to building during the school day for school business shall be reimbursed at current IRS rates. Other trips will be reimbursed at seventy-five percent (75%) of current IRS rate.

Carrollton Elementary to Administration	2 miles
Carrollton Elementary to Carrollton MS/HS	2 miles
Carrollton Elementary to Carroll Hills DD Center	3 miles
Carrollton MS/HS to Carroll Hills DD Center	4 miles
Carrollton MS/HS to Buckeye Career Center	25 miles

If a transient teacher is assigned to a building for an entire day, no mileage will be paid. If a transient teacher goes from building to building during the day, the transient teacher will be reimbursed only for the miles between the buildings. Vocational teachers will be limited to that amount of mileage as designated by the State Department of Education, Vocational Division. Teachers are required to submit to the treasurer mileage reimbursement forms by the last work day of each month or the mileage claim may be disallowed.

#### ARTICLE H — SALARY REDUCTION PICK-UP OF EMPLOYEE SIRS CONTRIBUTION

The Board will implement the "pick-up" of the teacher required contributions of the State Teachers Retirement System (STRS) and the Treasurer is hereby authorized, effective not later than September 1, 1986 to contribute to STRS, in addition to the Board's required employer contribution, an amount equal to each teacher's contribution to STRS in lieu of payment to such teacher, and that such amount contributed by the Board on behalf of the teacher shall be treated as a deferred salary from the contract salary otherwise payable to such teacher in cash.



An addendum shall be added to each teacher's contract which states (1) that the teacher's contract salary is being restated as consisting of (a) a cash salary component and (b) a "pick-up" component, which is equal to the amount of the teacher contribution being "picked-up" by the Board on behalf of the teacher; (2) that the Board will contribute to STRS an amount equal to the teacher's required contribution to STRS for the account of each teacher and (3) that sick leave, severance, vacation, appropriate supplemental, extended service pay, and deduct rate shall be calculated upon both the cash salary component and "pick-up" component of the teacher's restated salary.

The Board's total combined expenditures for each teacher's total contract salary payable pursuant hereto (including pick-up amounts), and its employer contribution to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect. The sum of the cash salary and pick-up components shall not exceed the teacher's contract salary provided in the Salary Schedule.

The Board shall compute and remit its employer contributions to STRS based upon total contract salary, including the pick-up.

The Board shall fulfill its income tax reporting and withholding responsibilities for each employee in such manner as is required by applicable federal, state and local laws and regulations as they may exist at the time of such reporting and withholding, it being the parties' understanding that federal and Ohio income tax laws and regulations presently require the Board to report as an employee's gross income his total annual salary less the amount of the pick-up.

#### **SECTION TEN - GENERAL AGREEMENT**

The terms of this Agreement shall be from July 1, 2020, through June 30, 2022.

This Agreement contained herein represents the entire agreement between the parties. This Agreement supersedes and cancels all prior practices and agreements, whether oral or written, unless expressly stated to the contrary.

No later than sixty (60) days subsequent to the execution of this Agreement, copies of this Agreement shall be accurately printed by the Board. The Board shall furnish twenty-five (25) additional copies to the Association for its use. Copies of the Agreement will be distributed to CEA members by the CEA.

This agreement will comply with Ohio Revised Code §3302.064 so long as the law is in full force and effect.

IN WITNESS WHEREOF, the Agreement is hereby attested to by the signatures affixed

below on this \_\_\_\_\_ day of \_\_\_\_\_ 2020.



FOR THE BOARD

*[Handwritten signature]*

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FOR THE ASSOCIATION

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**APPENDIX A - SALARY SCHEDULES**

**CARROLTON EVSD  
2020-2021  
2%**

<b>Yrs Exp</b>	<b>Non-Degree</b>	<b>Bachelor</b>	<b>5 year (150 semester credit hours)</b>	<b>Master</b>	<b>Master's +20</b>
<b>0</b>	\$30,988 0.865	\$35,824 1.000	\$37,257 1.040	\$39,406 1.100	\$41,556 1.160
<b>1</b>	\$32,242 0.900	\$37,973 1.060	\$39,406 1.100	\$41,735 1.165	\$43,884 1.225
<b>2</b>	\$33,495 0.935	\$40,123 1.120	\$41,556 1.160	\$44,064 1.230	\$46,213 1.290
<b>3</b>	\$34,749 0.970	\$42,272 1.180	\$43,705 1.220	\$46,392 1.295	\$48,542 1.355
<b>4</b>	\$36,003 1.005	\$44,422 1.240	\$45,855 1.280	\$48,721 1.360	\$50,870 1.420
<b>5</b>	\$37,257 1.040	\$46,571 1.300	\$48,004 1.340	\$51,049 1.425	\$53,199 1.485
<b>6</b>	\$38,153 1.065	\$49,437 1.380	\$50,154 1.400	\$53,378 1.490	\$55,527 1.550
<b>7</b>	\$39,048 1.090	\$50,870 1.420	\$52,303 1.460	\$55,706 1.555	\$57,856 1.615
<b>8</b>	\$39,944 1.115	\$53,020 1.480	\$54,452 1.520	\$58,035 1.620	\$60,184 1.680
<b>9</b>	\$40,839 1.140	\$55,169 1.540	\$56,602 1.580	\$60,363 1.685	\$62,513 1.745
<b>10</b>	\$41,735 1.165	\$57,318 1.600	\$58,751 1.640	\$62,692 1.750	\$64,841 1.810
<b>11</b>	\$42,631 1.190	\$59,468 1.660	\$60,901 1.700	\$65,021 1.815	\$67,170 1.875
<b>12</b>	\$43,526 1.215	\$61,617 1.720	\$63,050 1.760	\$67,349 1.880	\$69,499 1.940
<b>13</b>			\$65,200 1.820	\$69,678 1.945	\$71,827 2.005
<b>20</b>			\$66,991 1.870	\$71,469 1.995	\$73,618 2.055
<b>25</b>			\$67,886 1.895	\$72,364 2.020	\$74,514 2.080
<b>30</b>			\$68,782 1.920	\$73,260 2.045	\$75,410 2.105

CARROLTON EVSD  
2021-2022  
2%

Yrs Exp	Non-Degree	Bachelor	5 year (150 semester credit hours)	Master	Master's +20
0	\$31,607 0.865	\$36,540 1.000	\$38,002 1.040	\$40,194 1.100	\$42,386 1.160
1	\$32,886 0.900	\$38,732 1.060	\$40,194 1.100	\$42,569 1.165	\$44,762 1.225
2	\$34,165 0.935	\$40,925 1.120	\$42,386 1.160	\$44,944 1.230	\$47,137 1.290
3	\$35,444 0.970	\$43,117 1.180	\$44,579 1.220	\$47,319 1.295	\$49,512 1.355
4	\$36,723 1.005	\$45,310 1.240	\$46,771 1.280	\$49,694 1.360	\$51,887 1.420
5	\$38,002 1.040	\$47,502 1.300	\$48,964 1.340	\$52,070 1.425	\$54,262 1.485
6	\$38,915 1.065	\$50,425 1.380	\$51,156 1.400	\$54,445 1.490	\$56,637 1.550
7	\$39,829 1.090	\$51,887 1.420	\$53,348 1.460	\$56,820 1.555	\$59,012 1.615
8	\$40,742 1.115	\$54,079 1.480	\$55,541 1.520	\$59,195 1.620	\$61,387 1.680
9	\$41,656 1.140	\$56,272 1.540	\$57,733 1.580	\$61,570 1.685	\$63,762 1.745
10	\$42,569 1.165	\$58,464 1.600	\$59,926 1.640	\$63,945 1.750	\$66,137 1.810
11	\$43,483 1.190	\$60,656 1.660	\$62,118 1.700	\$66,320 1.815	\$68,513 1.875
12	\$44,396 1.215	\$62,849 1.720	\$64,310 1.760	\$68,695 1.880	\$70,888 1.940
13			\$66,503 1.820	\$71,070 1.945	\$73,263 2.005
20			\$68,330 1.870	\$72,897 1.995	\$75,090 2.055
25			\$69,243 1.895	\$73,811 2.020	\$76,003 2.080
30			\$70,157 1.920	\$74,724 2.045	\$76,917 2.105

**APPENDIX B - SUPPLEMENTAL SALARY SCHEDULES**

POSITION	INDEX	BASE SALARY	
		2020-2021 \$35,824	2021-2022 \$36,540
<b>ATHLETICS</b>			
<b>FOOTBALL</b>			
Varsity Head Coach	0.240	\$8,597.76	\$8,769.60
Varsity Assistant Coach	0.160	\$5,731.84	\$5,846.40
Freshmen Head Coach	0.130	\$4,657.12	\$4,750.20
Freshmen Assistant Coach	0.120	\$4,298.88	\$4,384.80
Middle School Coach-Grade 8	0.110	\$3,940.64	\$4,019.40
Middle School Coach-Grade 7	0.110	\$3,940.64	\$4,019.40
<b>BASKETBALL - BOYS</b>			
Varsity Head Coach	0.240	\$8,597.76	\$8,769.60
Varsity Assistant Coach	0.160	\$5,731.84	\$5,846.40
Reserve Head Coach	0.160	\$5,731.84	\$5,846.40
Freshmen Head Coach	0.130	\$4,657.12	\$4,750.20
Middle School Coach-Grade 8	0.110	\$3,940.64	\$4,019.40
Middle School Coach-Grade 7	0.110	\$3,940.64	\$4,019.40
<b>BASKETBALL - GIRLS</b>			
Varsity Head Coach	0.240	\$8,597.76	\$8,769.60
Varsity Assistant Coach	0.160	\$5,731.84	\$5,846.40
Reserve Head Coach	0.160	\$5,731.84	\$5,846.40
Freshmen Head Coach	0.130	\$4,657.12	\$4,750.20
Middle School Coach-Grade 8	0.110	\$3,940.64	\$4,019.40
Middle School Coach-Grade 7	0.110	\$3,940.64	\$4,019.40
<b>WRESTLING</b>			
Varsity Head Coach	0.240	\$8,597.76	\$8,769.60
Varsity Assistant Coach	0.160	\$5,731.84	\$5,846.40
Middle School Head Coach	0.110	\$3,940.64	\$4,019.40
Middle School Assistant Coach	0.110	\$3,940.64	\$4,019.40
<b>BOWLING - BOYS</b>			
Varsity Head Coach	0.140	\$5,015.36	\$5,115.60
Reserve Head Coach	0.100	\$3,582.40	\$3,654.00
<b>BOWLING - GIRLS</b>			
Varsity Head Coach	0.140	\$5,015.36	\$5,115.60
Reserve Head Coach	0.100	\$3,582.40	\$3,654.00
<b>BASEBALL</b>			
Varsity Head Coach	0.170	\$6,090.08	\$6,211.80
Varsity Assistant Coach	0.120	\$4,298.88	\$4,384.80
Reserve Head Coach	0.120	\$4,298.88	\$4,384.80
Freshmen Head Coach	0.090	\$3,224.16	\$3,288.60



POSITION	INDEX	BASE SALARY	
		2020-2021 \$35,824	2021-2022 \$36,540
<b>SOFTBALL</b>			
Varsity Head Coach	0.170	\$6,090.08	\$6,211.80
Varsity Assistant Coach	0.120	\$4,298.88	\$4,384.80
Reserve Head Coach	0.120	\$4,298.88	\$4,384.80
Freshmen Head Coach	0.090	\$3,224.16	\$3,288.60
<b>TRACK - BOYS</b>			
Varsity Head Coach	0.170	\$6,090.08	\$6,211.80
Varsity Assistant Coach	0.120	\$4,298.88	\$4,384.80
Middle School Head Coach	0.090	\$3,224.16	\$3,288.60
Middle School Assistant Coach	0.080	\$2,865.92	\$2,923.20
<b>TRACK - GIRLS</b>			
Varsity Head Coach	0.170	\$6,090.08	\$6,211.80
Varsity Assistant Coach	0.120	\$4,298.88	\$4,384.80
Middle School Head Coach	0.090	\$3,224.16	\$3,288.60
Middle School Assistant Coach	0.080	\$2,865.92	\$2,923.20
<b>VOLLEYBALL</b>			
Varsity Head Coach	0.170	\$6,090.08	\$6,211.80
Varsity Assistant Coach	0.120	\$4,298.88	\$4,384.80
Reserve Head Coach	0.120	\$4,298.88	\$4,384.80
Freshmen Head Coach	0.090	\$3,224.16	\$3,288.60
Middle School Coach-Grade 8	0.090	\$3,224.16	\$3,288.60
Middle School Coach-Grade 7	0.090	\$3,224.16	\$3,288.60
<b>SOCCER-BOYS</b>			
Varsity Head Coach	0.170	\$6,090.08	\$6,211.80
Varsity Assistant/Reserve Head Coach	0.120	\$4,298.88	\$4,384.80
<b>SOCCER-GIRLS</b>			
Varsity Head Coach	0.170	\$6,090.08	\$6,211.80
Varsity Assistant/Reserve Head Coach	0.120	\$4,298.88	\$4,384.80
<b>CROSS COUNTRY</b>			
Varsity Head Coach	0.170	\$6,090.08	\$6,211.80
Varsity Assistant Coach	0.120	\$4,298.88	\$4,384.80
Middle School Head Coach	0.090	\$3,224.16	\$3,288.60
<b>GOLF-BOYS</b>			
Varsity Head Coach	0.140	\$5,015.36	\$5,115.60
Varsity Assistant/Reserve Head Coach	0.100	\$3,582.40	\$3,654.00
Middle School Head Coach	0.080	\$2,865.92	\$2,923.20

POSITION	INDEX	BASE SALARY	
		2020-2021 \$35,824	2021-2022 \$36,540
<b>GOLF-GIRLS</b>			
Varsity Head Coach	0.140	\$5,015.36	\$5,115.60
Varsity Assistant/Reserve Head Coach	0.100	\$3,582.40	\$3,654.00
Middle School Head Coach	0.080	\$2,865.92	\$2,923.20
<b>CHEERLEADING</b>			
Football Head Coach	0.055	\$1,970.32	\$2,009.70
Football Assistant Coach	0.030	\$1,074.72	\$1,096.20
Basketball Head Coach	0.055	\$1,970.32	\$2,009.70
Basketball Assistant Coach	0.030	\$1,074.72	\$1,096.20
Freshmen Head Coach	0.055	\$1,970.32	\$2,009.70
Middle School Head Coach	0.055	\$1,970.32	\$2,009.70
Competition Squad Head Coach	0.055	\$1,970.32	\$2,009.70
<b>ACTIVITIES – HIGH SCHOOL</b>			
Annual	0.055	\$1,970.32	\$2,009.70
Academic Challenge	0.035	\$1,253.84	\$1,278.90
Foreign Language Club-French	0.030	\$1,074.72	\$1,096.20
Foreign Language Club-Spanish	0.030	\$1,074.72	\$1,096.20
Future Farmers of America	0.030	\$1,074.72	\$1,096.20
National Honor Society	0.030	\$1,074.72	\$1,096.20
Science Club	0.030	\$1,074.72	\$1,096.20
Special Olympics	0.030	\$1,074.72	\$1,096.20
Student Council	0.025	\$895.60	\$913.50
CHS Club	0.025	\$895.60	\$913.50
SADD	0.025	\$895.60	\$913.50
Junior Class Advisor	0.045	\$1,612.08	\$1,644.30
Senior Class Advisor	0.010	\$358.24	\$365.40
Cyber Club	0.025	\$895.60	\$913.50
Robotics Team	0.030	\$1,074.72	\$1,096.20
P.L.A.Y.	0.025	\$895.60	\$913.50
<b>MUSIC/SPEECH/DRAMA – HIGH SCHOOL</b>			
Band Head Director	0.160	\$5,731.84	\$5,846.40
Band Assistant Director	0.125	\$4,478.00	\$4,567.50
Steel Drum Head Director	0.133	\$4,764.59	\$4,859.82
Dance Line Instructor	0.035	\$1,253.84	\$1,278.90
Majorette Instructor	0.035	\$1,253.84	\$1,278.90
Choir Director	0.080	\$2,865.92	\$2,923.20
Show Stoppers Director	0.080	\$2,865.92	\$2,923.20
Speech & Drama Head Coach	0.070	\$2,507.68	\$2,557.80
Speech & Drama Assistant Coach	0.045	\$1,612.08	\$1,644.30
Fall Play Head Director	0.060	\$2,149.44	\$2,192.40
Fall Play Assistant Director	0.035	\$1,253.84	\$1,278.90
Spring Musical Head Director	0.070	\$2,507.68	\$2,557.80

POSITION	INDEX	BASE SALARY	
		2020-2021	2021-2022
		\$35,824	\$36,540
Spring Musical Assistant Director	0.035	\$1,253.84	\$1,278.90
Spring Musical Choreographer	0.020	\$716.48	\$730.80
<b>ACTIVITIES - MIDDLE SCHOOL</b>			
Yearbook	0.025	\$895.60	\$913.50
Student Council	0.025	\$895.60	\$913.50
Astronomy Club	0.030	\$1,074.72	\$1,096.20
Robotics Team	0.030	\$1,074.72	\$1,096.20
<b>MUSIC/SPEECH/DRAMA - MIDDLE SCHOOL</b>			
Show Choir Director	0.025	\$895.60	\$913.50
Speech & Debate Coach	0.020	\$716.48	\$730.80
Spring Play Director	0.020	\$716.48	\$730.80
<b>CURRICULUM</b>			
Summer Program Coordinator	0.065	\$2,328.56	\$2,375.10
PreK/K/1 Coordinator	0.038	\$1,361.31	\$1,388.52
Grade 2/3 Coordinator	0.038	\$1,361.31	\$1,388.52
Grade 4/5 Coordinator	0.038	\$1,361.31	\$1,388.52
English Coordinator-Middle School	0.038	\$1,361.31	\$1,388.52
Mathematics Coordinator-Middle School	0.038	\$1,361.31	\$1,388.52
Science Coordinator-Middle School	0.038	\$1,361.31	\$1,388.52
Social Studies Coordinator-Middle School	0.038	\$1,361.31	\$1,388.52
English Coordinator-High School	0.038	\$1,361.31	\$1,388.52
Mathematics Coordinator-High School	0.038	\$1,361.31	\$1,388.52
Science Coordinator-High School	0.038	\$1,361.31	\$1,388.52
Social Studies Coordinator-High School	0.038	\$1,361.31	\$1,388.52
PLTW Instructor			
Elementary Robotics	0.030	\$1,074.72	\$1,096.20

**APPENDIX C - GRIEVANCE FORM**

CARROLLTON EXEMPTED VILLAGE SCHOOL DISTRICT

**GRIEVANCE REPORT**

**(Submit to Principal in Triplicate)**

- Copies To:
1. Superintendent
  2. Principal
  3. Association
  4. Teacher

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Building Assignment Filed	Name of Grievant	Date
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**STEP I**

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. Statement of Grievance Relief Sought \_\_\_\_\_

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

C. Disposition by Principal \_\_\_\_\_

---

---

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

D. Grievant and/or Association Position \_\_\_\_\_

---

---

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



**STEP II**

A. Date Received by Superintendent or Designee \_\_\_\_\_

B. Disposition of Superintendent or Designee \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Position of Grievant and/or Association \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**STEP III**

A. Date Received by Board of Education \_\_\_\_\_

B. Disposition by Board \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Position of Grievant and/or Association \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**STEP IV**

A. Date Submitted to Arbitration \_\_\_\_\_

B. Disposition of Grievance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

C. Date of Decision \_\_\_\_\_

\_\_\_\_\_  
Signature of Arbitrator

\_\_\_\_\_  
Date

**APPENDIX D - SCHEDULE OF MEDICAL BENEFITS**

<b>BENEFITS</b>	<b>PPO</b>	<b>NON-PPO</b>
<b>BASIC EXPENSE BENEFITS</b>	(No deductible applies to Basic Benefits)	
Hospital Benefit (Max of 365 days/disability)	90%	70%
Surgical Benefit	90%	70%
In-Hospital Physician Benefit (Max of 365 days per disability)	90%	70%
Second Surgical Opinion Benefit-	90%	70%
Maternity Benefit	Same as any Illness	
Diagnostic X-Ray & Laboratory Benefit	90%	70%
Preventive Services (required under ACA)	100%	Not Covered
Emergency Accident Benefit	90%	
Transplant Benefit	90%	70%
<b>MAJOR MEDICAL BENEFITS</b>		
<b>Calendar Year Deductible</b> Per Covered Person Per Covered Family	\$150 \$300	
<b>Benefit Percentage Payable</b>	90%	80%
<b>MAXIMUM OUT-OF-POCKET AMOUNT/CAL YEAR (Basic/Major Medical Combined) – does not include deductible.</b> Per Covered Person Per Covered Family	\$500 \$900	\$600 \$1,200
<b>RETAIL PRESCRIPTION DRUG BENEFIT</b> Prescription Drug Deductible	80% after Prescription Drug Deductible \$50 per person or per family per calendar year Max out-of-pocket for retail and mail order drugs combined is \$5,950/person and \$12,000/family/cal year	
<b>MAIL ORDER PRESCRIPTION DRUG BENEFIT</b> Generic Co-Pay Brand Name Co-Pay	100% after Co-Pay per prescription filled or refilled \$10 \$30 Max out-of-pocket for retail and mail order drugs combined is \$5,950/person and \$12,000/family/cal year	

**PRE-ADMISSION NOTIFICATION IS REQUIRED FOR ALL NON-EMERGENCY HOSPITAL ADMISSIONS. POST-ADMISSION NOTIFICATION IS REQUIRED FOR ALL EMERGENCY HOSPITAL ADMISSIONS. IF NOT RECEIVED, A PENALTY OF \$500 WILL BE APPLIED TO THE HOSPITAL CONFINEMENT.**

## APPENDIX E - SCHEDULE OF DENTAL BENEFITS

### CALENDAR YEAR DEDUCTIBLE

TYPE I SERVICES	NONE
TYPE II, III & IV (ORTHODONTIC)* SERVICES COMBINED	\$25 PER PERSON \$50 PER FAMILY

### BENEFIT PERCENTAGES

TYPE I SERVICES	100% OF REASONABLE CHARGE
TYPE II SERVICES	80% OF REASONABLE CHARGE
TYPE III SERVICES	50% OF REASONABLE CHARGE
TYPE IV (ORTHODONTIC)* SERVICES	50% OF REASONABLE CHARGE

### MAXIMUM BENEFIT PAYABLE PER CALENDAR YEAR

TYPE I, II & III SERVICES COMBINED	\$1,000
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### MAXIMUM LIFETIME BENEFIT

TYPE IV (ORTHODONTIC)* SERVICES	\$1,000
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\* Type IV (Orthodontic) Services are only covered for Covered Persons under age 19, or age 25 for dependent children who are Eligible Dependents.





**APPENDIX G - REQUEST FOR LEAVE ABSENCE**

CARROLLTON EXEMPTED VILLAGE SCHOOL DISTRICT  
252 THIRD STREET N.E.  
CARROLLTON, OH 44615-1236

**REQUEST FOR LEAVE ABSENCE**

I am requesting an unpaid leave of absence from my position as \_\_\_\_\_

beginning \_\_\_\_\_ and ending \_\_\_\_\_

Reason for leave (be specific): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_ Employee's Signature \_\_\_\_\_

Approved \_\_\_\_\_ Leave to begin \_\_\_\_\_ and end \_\_\_\_\_

Denied \_\_\_\_\_ Reason(s) for denial \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Board Action Date: \_\_\_\_\_

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

\_\_\_\_\_ Signature of Superintendent

**APPENDIX H - ASSAULT LEAVE FORM**

CARROLLTON EXEMPTED VILLAGE SCHOOL DISTRICT  
252 THIRD STREET N.E.  
CARROLLTON, OH 44615-1236

**ASSAULT LEAVE**

Employee's Name \_\_\_\_\_

Employee I.D. Number \_\_\_\_\_

Employee Statement \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**Doctor's Certification**

(if medical attention required)

Nature of Disability \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Duration of Disability \_\_\_\_\_

Doctor's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Falsification of either a written signed statement or a physician's certificate may be grounds for suspension or termination of employment. Paragraph one of O.R.C. 3319.143 prevails for all affected bargaining unit employees.

**APPENDIX I - REQUEST FOR PERSONAL LEAVE**

CARROLLTON EXEMPTED VILLAGE SCHOOL DISTRICT  
252 THIRD STREET N.E.  
CARROLLTON, OH 44615-1236

**REQUEST FOR PERSONAL LEAVE**

NAME \_\_\_\_\_

BUILDING ASSIGNMENT \_\_\_\_\_

DATE OF REQUEST \_\_\_\_\_

DATE OF LEAVE \_\_\_\_\_

Certificated employees are eligible for three (3) days of personal leave per year. These days are intended for use in emergency type situations where a person has no choice. Two (2) days' notice is necessary except in the case of emergency or extenuating circumstances.

Personal leave will be granted on a per building basis. On any particular day, one (1) employee per ten (10) teachers shall be granted personal leave. For those buildings with less than ten (10) teachers a maximum of two (2) teachers may be granted personal leave on the same day.

Employee's Signature \_\_\_\_\_

Date received by Principal \_\_\_\_\_

Principal's Signature \_\_\_\_\_

Date received by Superintendent \_\_\_\_\_

Superintendent's Signature \_\_\_\_\_



**APPENDIX J - REQUEST FOR PARENTAL LEAVE**

CARROLLTON EXEMPTED VILLAGE SCHOOL DISTRICT  
252 THIRD STREET N.E.  
CARROLLTON, OH 44615-1236

**REQUEST FOR PARENTAL LEAVE**

I am requesting a parental leave of absence according to Section VI, Article H for the  
dates beginning \_\_\_\_\_ and ending \_\_\_\_\_

Reason for leave (be specific): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_ Employee's Signature \_\_\_\_\_

Approved \_\_\_\_\_ Leave to begin \_\_\_\_\_ and end \_\_\_\_\_

Denied \_\_\_\_\_ Reason(s) for denial \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Board Action Date: \_\_\_\_\_

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

\_\_\_\_\_ Signature of Superintendent

## **APPENDIX K - STANDARDS-BASED TEACHER EVALUATION**

The Board of Education is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the "Standards for the Teaching Profession" as set forth in State law.

The Board adopts the Ohio Teacher Evaluation System ("OYES") model as approved by the State Board of Education.

The evaluation policy is intended to provide an evaluation model that is research-based, transparent, fair, and adaptable to the needs of the District. The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers.

This policy shall be implemented as set forth herein and included in the collective bargaining agreement with the Carrollton Education Association and in all extensions and renewals thereof.

This policy has been developed in consultation with teachers employed by the Board.

Given the dynamic nature of the mandated teacher evaluation process, the Board authorizes and directs the Superintendent to establish and maintain an ongoing Joint Evaluation Development Committee ("JEDC"), with continuing participation by District teachers represented by the Carrollton Education Association and for the express purpose of recommending necessary changes to the Board for the appropriate revision of this policy.

### **Definitions**

**"OTES"** - stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.

**"Teacher"** - For purposes of this policy, "teacher" means licensed instructors who spend at least 50% of his/her time providing content-related student instruction and who is working under one of the following:

- a. A license issued under O.R.C. Sections 3319.22, 3319.26, 3319.222 or 3319.226; or
- b. A permanent certificate issued under O.R.C. Section 3319.222 as it existed prior to September, 2003; or
- c. A permanent certificate issued under O.R.C. Section 3319.222 as it existed prior to September 2006; or
- d. A permit issued under O.R.C. Section 3319.301.

Substitute teacher, adult education instructors, and teachers not meeting this definition are not subject to evaluation under this policy. Full time bargaining unit members who do not meet the definition will be evaluated utilizing the evaluation procedures of the collective bargaining agreement in effect between the Board and the Carrollton Education Association.

The Superintendent, Treasurer, and any "other administrator" as defined by O.R.C. Section. 3319.02 are not subject to evaluation under this policy.

"Credentialed Evaluator" - For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:

- a. Meets the eligibility requirements under O.R.C. Section 3319.111(D); and
- b. Holds a credential established by the Ohio Department of Education for teacher evaluation; and
- c. Has completed state-sponsored evaluation training and has passed an online credentialing assessment.

The Board shall authorize the Superintendent/designee to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy.

"Core Subject Area" - means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history and geography.

"Student Growth" - for the purpose of the district's evaluation student growth is defined as the change in student achievement for an individual student between two or more points in time.

"Student Learning Objective ("SLOs") - includes goals identified by a teacher or group of teachers that identify expected learning outcomes or growth targets for a group of students over a period of time.

"Shared Attribution Measures" - student growth measures that can be attributed to a group.

"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.

"Vendor Assessment" - student assessments approved by the Ohio Department of Education that measure mastery of the course content for the appropriate grade level, which may include nationally named standardized assessments, industry certification exams, or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.

## Standards-Based Teacher Evaluation

Teacher evaluations will utilize multiple factors, with the intent of providing, meaningful feedback to each teacher and assigning an effectiveness rating based in equal part upon teacher performance and student growth.

Each teacher evaluation will result in an effectiveness rating of

- a. Accomplished;
- b. Skilled;
- c. Developing; or
- d. Ineffective

	Teacher Performance			
Student Growth	4	3	2	1
Above	Accomplished	Accomplished	Skilled	Developing
Expected	Skilled	Skilled	Developing	Developing
Below	Developing	Developing	Ineffective	Ineffective

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed, by the State Board of Education, which are incorporated herein by reference.

The Superintendent shall annually cause to be filed a report to the department of education the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above aggregated by teacher preparation programs, from which and the years in which the teachers graduated. The name of, or any personally identifiable information about, any teacher reported in compliance with this provision cannot be given.

Fifty percent (50%) of each evaluation will be based upon teacher performance and fifty percent (50%) on multiple measures of student growth as set forth herein.

### Assessment of Teacher Performance

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs." Such performance, which will comprise fifty-percent (50%) of a teacher's effectiveness rating, will be assessed through a holistic process by trained and credentialed evaluators based upon the following Ohio Standards for the Teaching Profession:



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

#### Formal Observation and Classroom Walkthrough Sequence

- All instructors who meet the definition of "teacher" under O.R.C. 3319.111 and this policy shall be evaluated based on at least two formal observations and periodic classroom walkthroughs each school year.
- Teachers on a limited contract or extended limited contract who are under consideration for renewal/nonrenewal shall receive at least three formal observations in addition to periodic classroom walkthroughs, unless the third observation is waived by the Superintendent.
- A teacher not up for renewal who receives a rating of "Accomplished" on his/her most recent evaluation shall be evaluated every other school year.
- A teacher who receives a rating of "Accomplished" on his/her most recent evaluation may request that in place of one of the required observations, the teacher instead may complete a project. The Superintendent/designee shall approve or deny the teacher's request in his/her sole discretion.

The Joint Evaluation Development Committee ("JEDC") shall make a recommendation to the Superintendent, who shall then make a recommendation to the Board regarding criteria and/or standards for projects that demonstrate a teacher's continued growth and practice. Pursuant to this policy and Board resolution, the Board shall approve a list of criteria and/or standards for projects recommended by the Superintendent/designee that demonstrate a teacher's

continued growth and practice at the accomplished level for accomplished teachers who wish to complete a project in lieu of one formal observation.

Evaluations will be completed by May 1 and each teacher will be provided a written report of the results of his/her evaluation by May 10. Written notice of nonrenewal will be provided by June 1. In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the Ohio Department of Education's RTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism, set forth herein as Appendix L.

#### Formal Observation Procedure

- a. All formal observations may be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to provide evidence and explain plans and objectives for the classroom situation to be observed.
- b. A post-observation conference shall be held after each formal observation.

#### Informal Observation/Classroom Walkthrough Procedure

- a. Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.
- b. Final debriefing data gathered from the walkthrough must be placed on the form designated Walkthrough /Informal Observation.
- c. A final debriefing and completed form must be shared with the employee within a reasonable period of time.

#### Assessment of Student Growth

In determining student growth measures, the Board adopts the Ohio Department of Education's Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing achievement for an individual student occurring between two points in time. It is important to note that a student who has thirty-three percent (33%) or more unexcused absences for the school year will not be included in the determination of student academic growth.

In general, the Board will utilize the following categories to determine this aspect of a teacher's evaluation, depending upon the instructor involved:

A1: Teachers instructing in value-added subjects exclusively<sup>1</sup>;

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<sup>1</sup> If a teacher's schedule is comprised only of courses or subjects for which the value-added progress dimension is available, until June 30, 2014, the majority (i.e., greater than 25%) of the student growth factor of the evaluation will be based upon the value-added progress as determined for each such teacher. After July 1, 2014, the entire student academic growth factor of the evaluation (i.e. 50%) shall be based on the value-added progress dimension.

- A2: Teachers instructing in value-added courses, but not exclusively<sup>2</sup>; or
- B: Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher-level data available; or
- C: Teachers instructing in areas where no teacher-level value-added or approved vendor assessment available.<sup>3</sup>

Where value-added methodologies exist for A1 and A2 teachers, the Board will utilize them in the evaluation process, to the extent set forth in Appendix K-1 of the "District Student Growth Measurement Index." Teachers instructing in value-added courses, but not exclusively, will utilize teacher value-added and locally determined measures proportionate to the teacher's schedule.

When an approved Ohio Department of Education vendor assessment is utilized in the measurement of student growth, it will be included in the evaluation process for B teachers to the extent set forth in Appendix K-1 of the "District Student Growth Measurement Index."

When neither teacher-level value-added data nor Ohio Department of Education-approved assessments are available, the District shall use, locally-determined Student Growth Measures for C teachers as set forth in Appendix K-1 of the "District Student Growth Measurement Index." Student Growth Measures may be comprised of SLOs, shared attribution, and/or non-Value-Added vendor data.

A Student Growth Committee ("SGC") will be established by the Board and Carrollton Education Association to review and make recommendations regarding Student Growth Measures to the Superintendent. The SGC may provide the Superintendent input including recommending that the District modify the percentages that apply to the different locally-determined Growth Measures in Appendix K-1 for A1, A2, B and C teachers. The Superintendent retains sole discretion as to what other measures may be used other than the District Student Growth Measurement Index in Appendix K-1.

A SLO must be based upon the following criteria: Baseline and Trend Data, Student Population, Interval of Instruction, Standards and Content, Assessment(s), Growth Targets, and Rationale for Growth Targets. When new SLO's are developed or revised, the process will include consultation with teachers employed by the Board.

Data from these approved measures of student growth will be scored in accordance with the Ohio Department of Education/OYES guidance and converted to a score in one of three (3) levels of student growth:

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<sup>2</sup> For these teachers, value added will be used for the student academic growth factor in proportion to the part of a teacher's schedule of courses or subjects for which the value-added progress dimension is applicable. Teachers with multiple subjects that have value-added data will be issued reports for a composite of reading and math; for other assessments (approved vendor and local measures), the assessment data measures should be representative of the teacher's schedule.

<sup>3</sup> If used, only one "shared attribution" measure can be utilized per instructor.



- a. Above
- b. Expected
- c. Below

**Final Evaluation Procedures**

Each teacher's performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based upon the following "Evaluation Matrix":

	Teacher Performance			
Student Growth	4	3	2	1
Above	Accomplished	Accomplished	Skilled	Developing
Expected	Skilled	Skilled	Developing	Developing
Below	Developing	Developing	Ineffective	Ineffective

The evaluator shall provide that each evaluation is submitted to the teacher for his/her acknowledgement by written receipt. Each teacher will sign a receipt of acknowledgment, with said receipt being sent to the Superintendent as soon as possible.

**Professional Growth Plans and Professional Improvement Plans**

Based upon the results of the annual teacher evaluation as converted to the "Evaluation Matrix" above, each teacher must develop either a professional growth plan or professional improvement plan as follows:

- a. Teachers whose performance rating indicates above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluator from those available to the Board for that purpose, utilizing the components set forth in the Final Summative Rating of Teacher Effectiveness.
- b. Teachers whose performance rating indicates expected levels of student growth 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 Final Summative Rating of Teacher Effectiveness.
- c. Teachers whose performance rating indicates below expected levels of student growth 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 Final Summative Rating of Teacher Effectiveness.



### Core Subject Teachers —Testing for Content Knowledge

Beginning with the 2015-2016 school year, core subject area teachers must register for and complete all written examinations of content knowledge selected by the Ohio Department of Education if the teacher has received an effectiveness rating of "Ineffective" on his/her annual evaluation for two (2) of the three (3) most recent school years.

If a teacher passes the examination set forth above and provides proof of that passage to the Board, the teacher will be required, at the teacher's expense, to complete: Professional development that is targeted to the deficiencies identified in the teacher's evaluations conducted under this policy.

The following may be grounds for termination of a teacher pursuant to R.C. 3319.16:

- Failing to complete all required written examinations under this section;
- A failing score on a written examinations) taken pursuant to this section;
- A rating of "ineffective" on the teacher's next evaluation after passing all written examinations pursuant to this section and after completion of the required professional development; or
- Failure of a teacher to complete the required professional development

Any teacher passing the examination set forth above will not be required to take the examination again for three years, regardless of the teacher's evaluation ratings or the performance index score ranking of the building in which the teacher teaches.

No teacher shall be responsible for the cost of taking an examination set forth above.

### Board Professional Development Plan

In accordance with the Ohio State Board of education's statewide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of teachers covered by this policy. The plan will be reviewed annually.

### Retention and Promotion Decisions/Removal of Poorly Performing Teachers

It is the purpose of this Standards-Based Teacher Evaluation Policy to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. In addition, 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.

## Definitions

**"Retention"** for purposes of this policy refers to employment decisions on the question of whether or not to suspend a contract pursuant to a reduction in force, non-renew a limited or extended limited contract, or terminate employment for good and just cause. In the case of a reduction in force, seniority will not be considered when making decisions on contract suspensions, except in the instance of comparable evaluations. The decision to non-renew or terminate the contract of a poorly performing teacher may be informed by the evaluation(s) conducted under this policy. However, decisions to non-renew or terminate a teaching contract are not limited by the existence of this policy.

**"Promotion"** as used in this context is of limited utility given the fact that teachers covered by this policy are not currently employed in any discernible hierarchy. Nevertheless, when making decisions relative to such matters as determining department or grade level chairpersons, selections to curricular or strategic planning bodies, or teaching assignments, the Board will consider teacher performance as indicated by evaluations.

**"Poorly Performing Teachers"** refers to teachers identified through the evaluation process set forth in this policy who demonstrate an inability and/or unwillingness to meet the reasonable expectations of this standards-based evaluation system.

**"Comparable Evaluations"** - since seniority may not be the basis for teacher retention or other employment decisions, except when deciding between teachers who have comparable evaluations, this refers to teachers within the categories of "Ineffective," "Developing," "Skilled," and "Accomplished."

## Removal of Poorly Performing Teachers

Poorly performing teachers may be removed, upon recommendation of the Superintendent, either through non-renewal or termination, when the following has been demonstrated:

Removal of poorly performing teachers will be in accordance with the non-renewal and termination statutes of the Ohio Revised Code and/or relevant provisions of the collective bargaining agreement in effect between the Board and the Carrollton Education Association.

Nothing in this policy will be deemed to prevent the Board from exercising its rights to non-renew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the Carrollton Education Association. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to non-renew a teacher evaluated under this policy in accordance with O.R.C. 3319.11 notwithstanding the teacher's summative rating.

Conformance with State Law

The Board anticipates reviewing this policy should pending 130th Ohio General Assembly, House Bill 59 provide flexibility to school districts regarding teacher evaluations.

O.R.C. 3319.02, 3319.11, 3319.111, 3319.112, 3319.22, 3319,222, 3319,226, 3319.26, 3319.58, 3333.0411

O.A.C. 3301-35-03(A)

**APPENDIX K-1 - DISTRICT STUDENT GROWTH MEASUREMENT INDEX**

Teacher Category	Value-Added	Vendor Assessment	LEA Measure		Total
			SLO/Other	Shared Attribution	
A1 *	50%				50%
A2 *	Up to 26% proportionate to schedule		Remainder of percentage bringing to 50% total		50%
B		20%	30%		50%
C			50%		50%



# APPENDIX L - OTES PERFORMANCE EVALUATION RUBRIC

Ohio Teacher Evaluation System

Assessment of Teacher Performance

## Teacher Performance Evaluation Rubric

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

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

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

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

INSTRUCTIONAL PLANNING				
	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
<p><b>PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS</b>            (Standard 1: Students; Standard 2: Content; Standard 6: Instruction)  <i>Sources of Evidence</i>            Pre-Conference</p>	<p>The teacher's lesson does not build on or connect to students' prior knowledge, or the teacher may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.</p>	<p>The teacher makes an attempt to connect the lesson to students' prior knowledge to previous lessons or future learning but is not completely successful.</p>	<p>The teacher makes clear and coherent connections with students' prior knowledge and future learning—both explicitly to students and within the lesson.</p>	<p>The teacher uses the input and contributions of families, colleagues, and other professionals in understanding each learner's prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers as well as prepares opportunities for students to apply learning from different content areas to solve problems.</p>
Evidence			<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 plans and sequences instruction that reflects an understanding of the prerequisite relationships among the important content, concepts, and processes in school and district curriculum priorities and in state standards as well as multiple pathways for learning depending on student needs. The teacher accurately explains how the lesson fits within the structure of the discipline.</p>

INSTRUCTIONAL PLANNING		INSTRUCTIONAL PLANNING	
<b>KNOWLEDGE OF STUDENTS</b> (Standard 1: Students)  <i>Sources of Evidence</i> Analysis of Student Data Pre-Conference	The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information.  The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student background/prior experiences.	The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.  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.	The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.  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.
	Evidence	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.  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.  The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.	

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



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

Instruction and Assessment		Ineffective	Developing	Skilled	Accomplished
<b>INSTRUCTION AND ASSESSMENT</b>  <b>CLASSROOM ENVIRONMENT</b> Standard 1: Students, Standard 5: Learning Environment; Standard 6: Collaboration and Communication)  <i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	<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 quality 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 monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.</p>	<p>The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses students' questions or comments but does not inquire about their overall well-being.</p> <p>Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle.</p> <p>The teacher transitions between learning activities, but occasionally loses some instructional time in the process.</p> <p>The teacher welcomes communication from families and replies in a timely manner.</p> <p>Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors behavior.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher makes eye contact and connects with individual students.</p> <p>Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom.</p> <p>Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work).</p> <p>The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning.</p> <p>A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident. Monitoring of student behavior is consistent, appropriate, and effective.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in individual students. For example, the teacher responds quietly, individually, and sensitively to student confusion or distress.</p> <p>Routines are well-established and orderly and students engage responsibly for the efficient operation of the classroom.</p> <p>Transitions are seamless as the teacher effectively manages instructional time and combines independent, collaborative, and whole-class learning situations.</p> <p>The teacher engages in two-way, ongoing communication with families that results in active volunteer, community, and family partnerships which contribute to student learning and development.</p> <p>A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behavior and reinforce positive behavior.</p>	
	Evidence				

Instruction and Assessment		Developing	Skilled	Accomplished
<b>ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</b>  <b>Sources of Evidence:</b> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations Post-Conference	<b>Ineffective</b>  The teacher does not routinely use assessments to measure student mastery.  The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion.	The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information.  The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion.	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.	The teacher uses assessment data to identify students' strengths and needs and modifies and differentiates instruction accordingly, as well as examines classroom assessment results to reveal trends and patterns in individual and group progress and to anticipate learning obstacles.
	<b>Evidence</b>	The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students.  Students receive occasional or limited feedback about their performance from the teacher.	The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students.  The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.	By using student data from a variety of sources, the teacher appropriately adjusts instructional methods and materials and paces learning activities to meet the needs of individual students as well as the whole class.  The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and behaviors in relation to student success.

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



# APPENDIX M - OTES SELF ASSESSMENT SUMMARY TOOL

## Ohio Teacher Evaluation System

## Self-Assessment

### Self-Assessment Summary Tool

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

Name \_\_\_\_\_

Date \_\_\_\_\_

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

# APPENDIX N - OTES PROFESSIONAL GROWTH PLAN

Ohio Teacher Evaluation System

Professional Growth Plan

## Professional Growth Plan

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

Self-Directed

Collaborative

Teacher

Evaluator

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

# APPENDIX O - OTES IMPROVEMENT PLAN

## Improvement 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 or 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 recommitment may be made for dismissal or to continue on the plan.

**Section 1: Improvement Statement - List specific areas for improvement as related to the Ohio Standards for the Teaching Profession. Attach documentation Performance Standard(s) Addressed in this Plan**

	Details/ Improvement Area or Concern Observed
	Specific Statement of the Concern: Areas of Improvement

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

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

**Improvement Plan (continued)**

**Section 3: Specific Plan of Action**

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

**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 recommended course of action

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

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

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

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

\*The acceptable level of performance varies depending on the teacher's years of experience. Teachers in residency 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 Stated level or above.

## APPENDIX P - OTES STUDENT LEARNING OBJECTIVES (SLO)

### Student Learning Objective (SLO) Template Checklist

*This checklist should be used for both writing and approving SLOs. It should be made available to both teachers and evaluators for these purposes. For an SLO to be formally approved, all criteria must be met, and every box below will need a check mark completed by an SLO evaluator.*

Baseline and Trend Data	Student Population	Interval of Instruction	Standards and Content	Assessment(s)	Growth Target(s)	Rationale for Growth Target(s)
<p><i>What information is being used to inform the creation of the SLO and establish the amount of growth that should take place within the time period?</i></p>	<p><i>Which students will be included in this SLO? Include course, grade level, and number of students.</i></p>	<p><i>What is the duration of the course that the SLO will cover? Include beginning and end dates.</i></p>	<p><i>What content will the SLO target? To what related standards is the SLO aligned?</i></p>	<p><i>What assessment(s) will be used to measure student growth for this SLO?</i></p>	<p><i>Considering all available data and content requirements, what growth target(s) can students be expected to reach?</i></p>	<p><i>What is your rationale for setting the target(s) for student growth within the interval of instruction?</i></p>
<ul style="list-style-type: none"> <li><input type="checkbox"/> Identifies sources of information about students (e.g., test scores from prior years, results of preassessments)</li> <li><input type="checkbox"/> Draws upon trend data, if available</li> <li><input type="checkbox"/> Summarizes the teacher's analysis of the baseline data by identifying student strengths and weaknesses</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Identifies the class or subgroup of students covered by the SLO</li> <li><input type="checkbox"/> Describes the student population and considers any contextual factors that may impact student growth</li> <li><input type="checkbox"/> If subgroups are excluded, explains which students, why they are excluded and if they are covered in another SLO</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Matches the length of the course (e.g., quarter, semester, year)</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Specifies how the SLO will address applicable standards from the highest ranking of the following: (1) Common Core State Standards, (2) Ohio Academic Content Standards, or (3) national standards put forth by education organizations</li> <li><input type="checkbox"/> Represents the big ideas or content of the content taught during the interval of instruction</li> <li><input type="checkbox"/> Identifies core knowledge and skills students are expected to attain as applicable standards (if the SLO is targeted)</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Identifies assessments that have been reviewed by content experts to effectively measure course content and reliably measure student learning as intended</li> <li><input type="checkbox"/> Selects measures with sufficient "stretch" so that all students may demonstrate learning, or identifies supplemental assessments to cover all ability levels in the course</li> <li><input type="checkbox"/> Provides a plan for combining assessments if multiple summative assessments are used</li> <li><input type="checkbox"/> Follows the guidelines for appropriate assessments</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> All students in the class have a growth target in at least one SLO</li> <li><input type="checkbox"/> Uses baseline or pretest data to determine appropriate growth</li> <li><input type="checkbox"/> Sets developmentally appropriate targets</li> <li><input type="checkbox"/> Creates tiered targets when appropriate so that all students may demonstrate growth</li> <li><input type="checkbox"/> Sets ambitious yet attainable targets</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Demonstrates teacher knowledge of students and content</li> <li><input type="checkbox"/> Explains why target is appropriate for the population</li> <li><input type="checkbox"/> Addresses observed student needs</li> <li><input type="checkbox"/> Uses data to identify student needs and determine appropriate growth targets</li> <li><input type="checkbox"/> Explains how targets align with broader school and district goals</li> <li><input type="checkbox"/> Sets rigorous expectations for students and teacher(s)</li> </ul>







## **APPENDIX Q - TEACHER WALKTHROUGH/INFORMAL OBSERVATION**

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

Grade(s)/Subject Area(s): \_\_\_\_\_

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

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

Time Walkthrough Begins: \_\_\_\_\_

Time Walkthrough Ends: \_\_\_\_\_

Directions: This form serves as a record of an informal walkthrough by the teacher and 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. This form will be returned within 2 work days of the informal observation.

### **EVALUATOR OBSERVATIONS**

- |  |   |
|--|---|
| <input type="checkbox"/> Instruction is developmentally appropriate  | <input type="checkbox"/> Lesson content is linked to previous and future learning                             |
| <input type="checkbox"/> Learning outcomes and goals are clearly communicated to students                        | <input type="checkbox"/> Classroom learning environment is safe and conducive to learning                     |
| <input type="checkbox"/> Varied instructional tools and strategies reflect student needs and learning objectives | <input type="checkbox"/> Teacher provides students with timely, 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

## APPENDIX Q-1 - TEACHING PRE-OBSERVATION FORM

*MUST submit completed pre-observation form within five work days of administrator's email request.*

Pre-conference meeting highly recommended and can be required by either the Teacher or the Administrator.

- Pre-Observation Conference required by \_\_\_\_\_**
- No Pre-Observation Conference required**

Name \_\_\_\_\_ Administrator \_\_\_\_\_

Subject Area(s)/Assignment: \_\_\_\_\_

1. Briefly describe your students, including those with special needs.
2. Briefly describe your current unit(s), including the connections between past and future content. What do you want the students to learn.
3. How do you engage students in the content? What do you do? What do the students do? (Differentiation)
4. What instructional materials or other resources do you use? Please attach samples.
5. How do you assess student achievement of unit goals? Please attach any tests or performance tasks, with accompanying scoring guides or rubrics.

Additional comments:

\_\_\_\_\_  
Teacher Signature                      Date                      Evaluator Signature                      Date  
Obs 1 Date \_\_\_\_\_                      Obs 2 Date \_\_\_\_\_                      Pre-Conf Date \_\_\_\_\_

## TEACHING PRE-OBSERVATION FORM

*MUST submit completed pre-observation form within five work days of administrator's email request.*

Pre-conference meeting highly recommended and can be required by either the  
Teacher or the Administrator.

- Pre-Observation Conference required by \_\_\_\_\_**
- No Pre-Observation Conference required**

Name \_\_\_\_\_ Administrator \_\_\_\_\_

Subject Area(s)/Assignment: \_\_\_\_\_

1. Briefly describe your students, including those with special needs.
2. Briefly describe your current unit(s), including the connections between past and future content. What do you want the students to learn.
3. How do you engage students in the content? What do you do? What do the students do? (Differentiation)
4. What instructional materials or other resources do you use? Please attach samples.
5. How do you assess student achievement of unit goals? Please attach any tests or performance tasks, with accompanying scoring guides or rubrics.

Additional comments:

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Obs 3 Date

\_\_\_\_\_  
Pre-Conf Date



**APPENDIX Q-2 - TEACHING POST OBSERVATION CONFERENCE FORM**

The Post-Observation Conference shall be held within ten work days of the Observation.

Name \_\_\_\_\_ Administrator \_\_\_\_\_

Subject Area(s)/Assignment: \_\_\_\_\_

**Observation 1** Date \_\_\_\_\_

1. To what extent did students achieve the goals of the lesson?
  
  
  
  
  
  
  
  
  
  
2. In your judgment, what instructional activities (or materials) were effective? Ineffective? Explain.
  
  
  
  
  
  
  
  
  
  
3. Have you communicated with the parents or guardians of the students in this class? If so, how and for what reasons?
  
  
  
  
  
  
  
  
  
  
4. Are you involved in any school or district projects, committees, or extra duty assignments that you would like me to know about?
  
  
  
  
  
  
  
  
  
  
5. Are there any professional activities you're currently involved with that you would like me to know about?

Additional comments:

\_\_\_\_\_  
Teacher Signature                      Date                      Evaluator Signature                      Date

Obs 1 Date \_\_\_\_\_                      Pre-Conf Date \_\_\_\_\_



## TEACHING POST-OBSERVATION CONFERENCE FORM

The Post-Observation Conference shall be held within ten work days of the Observation.

Name \_\_\_\_\_ Administrator \_\_\_\_\_

Subject Area(s)/Assignment: \_\_\_\_\_

**Observation 2** Date \_\_\_\_\_

1. To what extent did students achieve the goals of the lesson?
2. In your judgment, what instructional activities (or materials) were effective? Ineffective? Explain.
3. Have you communicated with the parents or guardians of the students in this class? If so, how and for what reasons?
4. Are you involved in any school or district projects, committees, or extra duty assignments that you would like me to know about?
5. Are there any professional activities you're currently involved with that you would like me to know about?

Additional comments:

\_\_\_\_\_  
Teacher Signature                      Date                      Evaluator Signature                      Date  
Obs 2 Date \_\_\_\_\_                      Pre-Conf Date \_\_\_\_\_

## TEACHING POST-OBSERVATION CONFERENCE FORM

The Post-Observation Conference shall be held within ten work days of the Observation.

Name \_\_\_\_\_ Administrator \_\_\_\_\_

Subject Area(s)/Assignment: \_\_\_\_\_

**Observation 3** Date \_\_\_\_\_

1. To what extent did students achieve the goals of the lesson?
2. In your judgment, what instructional activities (or materials) were effective? Ineffective? Explain.
3. Have you communicated with the parents or guardians of the students in this class? If so, how and for what reasons?
4. Are you involved in any school or district projects, committees, or extra duty assignments that you would like me to know about?
5. Are there any professional activities you're currently involved with that you would like me to know about?

Additional comments:

\_\_\_\_\_  
Teacher Signature                      Date                      Evaluator Signature                      Date  
Obs 3 Date \_\_\_\_\_                      Pre-Conf Date \_\_\_\_\_

**APPENDIX Q-3 - TEACHER OBSERVATION REPORT**

CARROLLTON EXEMPTED VILLAGE SCHOOL DISTRICT  
252 Third Street, NE, Carrollton, OH 44615

**OBSERVATION REPORT**

Teacher Name \_\_\_\_\_ School Year \_\_\_\_\_

Building \_\_\_\_\_ Grade/Subject \_\_\_\_\_

Observer \_\_\_\_\_ Date \_\_\_\_\_

**Classroom Lesson:**

**Subject Knowledge:** (i.e.: level, goals, student prior knowledge, methods and materials, evaluation)

**Classroom Setting:** (i.e.: fairness, behavior, safety, rapport, student expectations)

**Teaching Techniques:** (i.e.: clear instructions, enables higher level thinking skills, comprehension, flexible instruction, and time management)

Suggestions:

Teacher Response:

Teacher's Signature \_\_\_\_\_ Date \_\_\_\_\_

Administrators' Signature \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX Q-4 - TEACHER OBSERVATION SUMMARY REPORT**

Carrollton Exempted Village School District  
**Observation Summary Report Form**

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

Administrator: \_\_\_\_\_

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

Evidence Notes	Area of Rubric	Rating	Rubric Criteria Met
	Focus for Learning	<input type="checkbox"/> Accomplished <input type="checkbox"/> Skilled <input type="checkbox"/> Developing <input type="checkbox"/> Ineffective	
	Assessment Data	<input type="checkbox"/> Accomplished <input type="checkbox"/> Skilled <input type="checkbox"/> Developing <input type="checkbox"/> Ineffective	
	Prior Content Knowledge/ Sequence/ Connections	<input type="checkbox"/> Accomplished <input type="checkbox"/> Skilled <input type="checkbox"/> Developing <input type="checkbox"/> Ineffective	
	Knowledge of Students	<input type="checkbox"/> Accomplished <input type="checkbox"/> Skilled <input type="checkbox"/> Developing <input type="checkbox"/> Ineffective	
	Lesson Delivery	<input type="checkbox"/> Accomplished <input type="checkbox"/> Skilled <input type="checkbox"/> Developing <input type="checkbox"/> Ineffective	
	Differentiation	<input type="checkbox"/> Accomplished <input type="checkbox"/> Skilled <input type="checkbox"/> Developing <input type="checkbox"/> Ineffective	
	Resources	<input type="checkbox"/> Accomplished <input type="checkbox"/> Skilled <input type="checkbox"/> Developing <input type="checkbox"/> Ineffective	

Classroom Environment

- Accomplished
- Skilled
- Developing
- Ineffective

Assessment of Student Learning

- Accomplished
- Skilled
- Developing
- Ineffective

**Additional Collaboration**

**Areas**

**Comment/Suggestions – Administrator**

Reinforcement

Refinement

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

\_\_\_\_\_

\_\_\_\_\_

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

Observation 1 Date: \_\_\_\_\_ Observation 2 Date: \_\_\_\_\_ Observation No. \_\_\_\_\_ Date: \_\_\_\_\_



APPENDIX Q-5 - FINAL SUMMATIVE RATING OF TEACHER EFFECTIVENESS

Carrollton Exempted Village School District

Final Summative Rating of Teacher Effectiveness

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

Administrator: \_\_\_\_\_

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

<b>Proficiency on Standards 50%</b> Cumulative Performance Rating (Holistic Rating using Performance Rubric)	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
<b>Student Growth Data 50%</b> Student Growth Measure of Effectiveness <i>Areas of reinforcement/refinement:</i>	BELOW EXPECTED GROWTH	EXPECTED GROWTH	ABOVE EXPECTED GROWTH	
<b>Final Summative (Overall) Rating</b>	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

Check here if Improvement Plan has been recommended.

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

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

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

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

The signatures above indicate that the teacher and evaluator have discussed the Summative Rating.

Note: The teacher may provide additional information to the evaluator within 10 working days of the receipt of this form, and may request a second conference with the evaluator. Any additional information will become part of the summative record. See labor contract with the Carrollton Education Association regarding options for addressing issues regarding the evaluation.



**APPENDIX R - TEACHER EVALUATION FORM**

CARROLLTON EXEMPTED VILLAGE SCHOOL DISTRICT  
252 THIRD STREET N.E.  
CARROLLTON, OHIO 44615-1236

**TEACHER EVALUATION**

Teacher Name \_\_\_\_\_ School Year \_\_\_\_\_

Building \_\_\_\_\_ Grade/Subject \_\_\_\_\_

Observer \_\_\_\_\_ Date \_\_\_\_\_

It is assumed that the teacher is performing at satisfactory level unless an item is checked (✓) in the left box.

I. PLANNING AND PREPARATION

	<b>Evaluator Comment</b>	<b>Teacher Comment</b>
A. Demonstrates knowledge and use of content and pedagogy		
B. Demonstrates knowledge of students		
C. Selects instructional goals		
D. Demonstrates knowledge and use of resources		
E. Designs coherent instruction		
F. Assesses student learning		

## II. THE CLASSROOM ENVIRONMENT

		<b>Evaluator Comment</b>	<b>Teacher Comment</b>
	A. Creates an environment of respect and rapport		
	B. Establishes a culture for learning		
	C. Manages student behavior		
	D. Manages classroom procedure		
	E. Organizes physical space		
	F. Promotes a pleasant physical climate		

## III. INSTRUCTION

		<b>Evaluator Comment</b>	<b>Teacher Comment</b>
	A. Communicates clearly and accurately		
	B. Utilizes higher level questioning and discussion techniques		
	C. Engages students in learning		
	D. Provides feedback to students		
	E. Demonstrates flexibility and responsiveness		

IV. PROFESSIONAL RESPONSIBILITIES

	Evaluator Comment	Teacher Comment
A. Reflects on teaching		
B. Maintains accurate records		
C. Communicates with families		
D. Follows established policies of the school and district		
E. Grows and develops professionally		
F. Shows professionalism through appearance, action and speech		
G. Show interest in individual students		
H. Demonstrates knowledge and use of current technology		

Employment Recommendation \_\_\_\_\_

Goals for next year \_\_\_\_\_

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

Date \_\_\_\_\_

Administrator's Signature \_\_\_\_\_

Date \_\_\_\_\_



APPENDIX R-1 - PROFESSIONAL GOALS

**CARROLLTON EXEMPTED VILLAGE SCHOOL DISTRICT**

**PROFESSIONAL GOAL(S) FOR 20**

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

Goal: \_\_\_\_\_

**Timeline**

**Documentation**

**Strategies**



**APPENDIX R-3 - CERTIFICATED STAFF IMPROVEMENT PLAN**

**CARROLLTON EXEMPTED VILLAGE SCHOOL DISTRICT**

**CERTIFICATED STAFF IMPROVEMENT PLAN**

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

In accordance with Article E – Teacher Evaluation, Section 1(c) of the negotiated agreement the following improvement plan is to be implemented.

Goal: \_\_\_\_\_ Teacher Signature: \_\_\_\_\_

Specific Objective: \_\_\_\_\_ Principal Signature: \_\_\_\_\_

Results

Completion  
Date

Start Date

Assigned To

Action

**APPENDIX R-4 - NOTICE OF CONCERN**

CARROLLTON EXEMPTED VILLAGE SCHOOL DISTRICT  
252 THIRD STREET NE  
CARROLLTON, OHIO 44615-1236

**NOTICE OF CONCERN**

Employee \_\_\_\_\_ Date \_\_\_\_\_

Supervisor \_\_\_\_\_ Class \_\_\_\_\_

CONCERNS: \_\_\_\_\_

**GOALS AND OBJECTIVES**

In the future aim toward:

Some new activities to do:

A. \_\_\_\_\_

B. \_\_\_\_\_

C. \_\_\_\_\_

D. \_\_\_\_\_

Some practices to stop/reduce/avoid:

A. \_\_\_\_\_

B. \_\_\_\_\_

C. \_\_\_\_\_

Who will/can help employee change? \_\_\_\_\_

Failure to remedy the concerns listed or to implement the suggested activities, or to eliminate the practices listed, will result in a recommendation that your contract not be renewed or terminated.

I have read this notice and reviewed its contents with the supervisor.

Date \_\_\_\_\_

(Signature of Employee)

\_\_\_\_\_ Deficiency has been corrected Date \_\_\_\_\_

(Supervisor's Signature)

(Employee's Signature)





## APPENDIX S - OSCES EVALUATION RUBRIC

Ohio School Counselor Evaluation System

Assessment of School Counselor Performance

### School Counselor Evaluation Rubric

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

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

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

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

**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 does not monitor effectiveness of the program.	The school counselor uses some data with minimal effectiveness to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	The school counselor effectively uses data to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	The school counselor uses comprehensive data to conduct regular program monitoring, assesses implementation and effectiveness, and collaborates with stakeholders to make adjustments for program improvement accordingly.
<b>Evidence</b>				

**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.
<b>Evidence</b>				



**Standard Six: Professional Responsibility, Knowledge and Growth – School Counselors adhere to the ethical standards of the profession, engage in ongoing professional learning and refine their work through reflective analysis.**

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

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

## APPENDIX T - OSCES SELF ASSESSMENT SUMMARY TOOL

### 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
--	----------	------------	-------------	----------------	-----------------	-------------

I take leadership in identifying resources for the school counseling program.      0      1      2      3      4      5  
 N/A      Never      Rarely      Sometimes      Frequently      Always

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
---	----------	-----------------	----------------	---------------	-------------------	-----------------

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

Curriculum Development: I possess the knowledge and skills to develop an effective school counseling core curriculum.

0 N/A    1 Not at all    2 Partially    3 Somewhat    4 Almost Fully    5 Completely

<u>Individual Student Planning:</u> I work directly with students to support their academic progress and goals.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
---	----------	------------	-------------	----------------	-----------------	-------------

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

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

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

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

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

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

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

I partner with school personnel and parents/guardians to achieve common goals for student success.

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

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

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

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

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
--	----------	-----------------	----------------	---------------	-------------------	-----------------

I advocate on behalf of students.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
-----------------------------------	----------	------------	-------------	----------------	-----------------	-------------

I advocate for my profession and the role that school counselors play in fostering student success and well-being.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
--	----------	------------	-------------	----------------	-----------------	-------------



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

	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I seek ongoing, relevant and high-quality professional learning and growth.						
I adhere to ethical standards and legal and professional codes.						
I demonstrate professionalism in my field					4 Almost Fully	5 Completely

**APPENDIX U - OSCES INFORMAL OBSERVATION FORM**

**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.*

<b>TIMES</b>	<b>OBSERVATIONS</b>

<b>Evaluator Summary Comments:</b>

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

**Photocopy to School Counselor**

## APPENDIX U-1 - OSCES POST-OBSERVATION CONFERENCE PLANNING

### Ohio School Counselor Evaluation System

### Planning for the Post-Observation Conference

#### Post Conference Planning

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

- 1
- 2
- 3

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

- 1
- 2
- 3

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

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

Present evidence and rating connected to the rubric

## APPENDIX U-2 - FINAL SUMMATIVE RATING OF SCHOOL COUNSELOR EFFECTIVENESS

### 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				
<i>Area of reinforcement:</i>		<i>Area of refinement:</i>		
<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.

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

Date \_\_\_\_\_

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

Date \_\_\_\_\_

## APPENDIX V - OSCES PROFESSIONAL GROWTH PLAN

### 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

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

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

Comments:
-----------

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



## APPENDIX W - OSCES IMPROVEMENT PLAN

**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

Improvement Plan (continued)

**Section 3: Specific Plan of Action**

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

Actions to be Taken	Sources of Evidence that Will Be Examined

**Section 4: Assistance and Professional Development**

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

Date for this Improvement Plan to Be Evaluated: \_\_\_\_\_

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

Date

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

Date

**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.

**APPENDIX X - CERTIFICATION FORM FOR SEVERANCE PAY**

I, \_\_\_\_\_ certify to the Carrollton Exempted Village School District Board of Education that all criteria for severance pay are met.

Criteria are:

1. The individual retires from the school system.
2. Retirement-Disability or service retirement under any state or municipal retirement system in this state
3. The individual must retire within one hundred twenty (120) days of the last contracted work day of the employee.
4. Must sign a form for severance check certifying all eligibility criteria have been met.

Receipt of payment for accrued but unused sick leave shall eliminate all sick leave accrued by employee.

Signature \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX Y - TEACHER/ADMINISTRATOR COMMUNIQUE**

Carrollton Exempted Village School District

**Instructions:** Teachers should use this form to communicate with their immediate supervisor/ administrator. Prior to the use of this form, the teacher should make every attempt to orally discuss the concern with the building administrator.

Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

Principal/Administrator:

***Has this concern been discussed orally with the administrator? Yes No***

***If yes, when:***

**Nature of Inquiry:** (Please state the specific question you wish answered)

**Building Administrator Response:**

**Teacher Response:**

**Solution:** Has an agreement been reached? Yes No NA (Please describe the solution)

Signature of Employee: \_\_\_\_\_

Date \_\_\_\_\_

Signature of Administrator: \_\_\_\_\_

Date \_\_\_\_\_



## **APPENDIX Z - NOTICE OF INTENTION**

The Union and the Board recognize that various committees may be convened during the term of this agreement. In the spirit of collaboration and to foster communication by the parties, the Union and Board acknowledge the importance of each joint committee embracing the following principles:

1. Define purpose(s) and goal(s)
2. Choose facilitator(s)
3. Establish ground rules
4. To the extent possible, data will drive any decision-making process
5. Maintain summary of meetings (provide access to committee)
6. Contact Superintendent or his/her designee for support if committee needs assistance in functioning

The content of this Notice of Intention cannot be grieved. The parties intend to use the teacher in-service program at the beginning of the 2012-2013 school year to explain this Notice of Intention.

**APPENDIX AA - REQUEST FOR SICK LEAVE DONATION PROGRAM**

Employee's Name \_\_\_\_\_

I am requesting \_\_\_\_\_ (number of days) from the Sick Leave Donation Program.

The reason I am requesting a sick leave donation is:

1. I understand that my request will be considered and granted only if there are days donated by fellow employees to the Sick Leave Donation Program.
2. I understand that the number of days granted cannot exceed the number of days that have been donated up to a maximum of thirty (30) days for the same illness, as needed, and as approved by the Sick Leave Donation Committee per school year regardless of the number of requests. After the thirty (30) days have been exhausted, I understand that I may submit an additional request to be considered by the Sick Leave Donation Committee. The Sick Leave Donation Committee may consider the additional request.
3. I have read the guidelines for use of the Sick Leave Donation Program in the Negotiated Agreement.
4. I understand that I am only eligible to use the Sick Leave Donation Program during the current school year.

I have read all of the above statements and agree to abide by the conditions.

Date \_\_\_\_\_

\_\_\_\_\_  
Name of person making request

*(Name may be withheld on donation request form upon request of person making request for Sick Leave Donation Program)*

I DO \_\_\_\_\_ I DO NOT \_\_\_\_\_ request that my name be withheld

Date \_\_\_\_\_ Approved by Committee

*One copy of this form should be returned to the Superintendent and one copy should be sent to the Association President.*

CARROLLTON EXEMPTED VILLAGE SCHOOL DISTRICT  
252 THIRD STREET N.E.  
CARROLLTON, OHIO 44615-1236

June \_\_\_\_\_, 2017

Collective Bargaining Agreement

**RESOLUTION**

WHEREAS, pursuant to Ohio Revised Code Chapter 4117, the Board of Education has fulfilled its obligation to meet and bargain with the Carrollton Education Association; and,

WHEREAS, the Board of Education's negotiation team has reached agreement on a new collective bargaining agreement with the Carrollton Education Association; and,

WHEREAS, the Carrollton Education Association has ratified said agreement; now,

THEREFORE, be it resolved that:

1. The Board of Education approves the negotiated collective bargaining agreement with the Carrollton Education Association, a copy of which is incorporated herein; and,
2. The Board of Education authorizes and directs the President, superintendent, and treasurer to cause said agreement to be prepared in final contract form, to sign same, on behalf of the Board of Education, and to attach all necessary certificates as required by Chapter 5705 of the Ohio Revised Code.

**OHIO CERTIFICATE OF REVENUE**

The undersigned Treasurer of the Carrollton Exempted Village School District certifies that the money required to meet the obligations of the Board during FY \_\_\_\_\_ under the attached qualifying contract, have been lawfully appropriated by the Board for such purposes and is in the treasury or in the process of collection of an appropriate fund, free from any encumbrances.

The undersigned Treasurer, Superintendent, and Board President of the Carrollton Exempted Village School District hereby certify that the District has in effect for the term of the contract, the authorization to levy taxes including the renewal of replacement of existing levies which, when combined with estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number of days instruction was held or its scheduled for the current fiscal year.

This certificate is given in compliance with Sections 5705.41, 5704.412, and 5705.44 of the Revised Code.

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Board President

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

**PAST PRACTICE ACKNOWLEDGMENT**

Having entered into a final tentative agreement on May 19, 2017, the Board and Association acknowledge that the Association has expressed concern over the Board notifying it at the beginning of negotiations of its intent to eliminate all past practices. The board memorialized it only had knowledge of one past practice (i.e. existence of unpaid dock days). The Board and Association acknowledge this past practice was eliminated in the course of negotiations.

The Union identified various implementation practices of contractual language under the contract during the course of negotiations, some of which were captured through new contractual language. The Union believes other past practices exist, but has not identified any specifically.

This acknowledgment recognizes that the Board's pre-bargaining past practice notification is not intended to impact either party in its position on contract implementation past practices not addressed in negotiations nor is this acknowledgment intended to concede such practices exist.

IT IS SO AGREED.

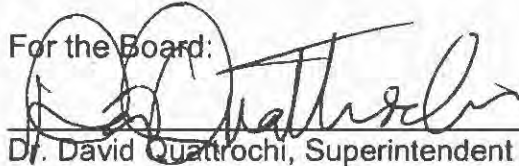
For the Association:



\_\_\_\_\_  
Peter Husted, CEA President

Date: 3/11/2021

For the Board:



\_\_\_\_\_  
Dr. David Quattrochi, Superintendent

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

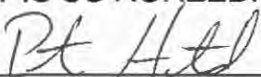


**INTENTION STATEMENT ISSUE**

The Board and Association negotiation teams ("parties") discussed the concern that bargaining unit members desire training on Board Policy 7540.01 *Technology Privacy*, Board Policy 8310 *Public Records*, Board Policy 8330 *Student Records*, and corresponding administrative guidelines. The parties determined to memorialize an intent statement on the matter, which shall not be grievable but shall be used to support contract administration.

The Board will provide appropriate training during the 2017-2018 school year to bargaining unit members regarding Board Policy 7540.01 *Technology Privacy*, Board Policy 8310 *Public Records*, Board Policy 8330 *Student Records*, and corresponding administrative guidelines and then will be held annually for new bargaining unit members only

IT IS SO AGREED.

  
\_\_\_\_\_  
Peter Husted, CEA President

Date: 3/11/2021

  
\_\_\_\_\_  
Dr. David Quattrochi, Superintendent

Date: 3-11-2021

**MEMORANDUM OF UNDERSTANDING - INTERVENTION SPECIALIST**

This Memorandum of Understanding ("MOU") is entered by and between the Carrollton Exempted Village School District Board of Education ("Board") and the Carrollton Education Association ("Association").

WHEREAS, the Board and the Association, are negotiating a successor collective bargaining agreement ("Agreement") that governs the wages, hours, and other terms and conditions of employment of teachers employed in the Carrollton Exempted Village School District; and,


WHEREAS, the Board and the Association agree to this MOU shall be a part of the 5/19/2017 Final Tentative Agreement ("Final TA"), and will be effective for the term of the Agreement.

NOW, THEREFORE, the Board and the Association agree as follows:

1. The Board shall not contract for more Intervention Specialists from the Educational Service Center than the number of Intervention Specialists that the Board contracted for from the East Central Ohio Educational Service Center as of December 4, 2015, (i.e. no more than eight).
2. In the event the Board initiates a reduction in force of intervention specialist positions during the term of the Agreement, the Board agrees it will first reduce ESC intervention specialist positions contracted for under this MOU before reducing non-ESC intervention specialist positions. The Association agrees this paragraph shall not apply to any reduction in force of a non-intervention specialist teaching position and any teacher affected by such a non-intervention specialist teaching position reduction who holds an intervention specialist license has no right to bump into or otherwise cause a reduction in force in the ESC intervention specialist positions based on holding the intervention specialist licensure.
3. This MOU shall not be utilized in any manner to establish a precedent or practice.
4. This MOU shall expire on June 30, 2020.

IT IS SO AGREED.

For the Association:

  
Michelle Roberts, President CEA

Date: 5/19/2017

For the Board:

  
Dr. David Quattrochi, Superintendent

Date: 5-19-17

## **MEMORANDUM OF UNDERSTANDING - COLLEGE CREDIT PLUS**

This Memorandum of Understanding ("MOU") is entered by and between the Carrollton Exempted Village School District Board of Education ("Board") and the Carrollton Education Association ("Association").

WHEREAS, the Board and the Association, are negotiating a successor collective bargaining agreement ("Agreement") that governs the wages, hours, and other terms and conditions of employment of teachers employed in the Carrollton Exempted Village School District; and,

WHEREAS, the Board and the Association negotiation teams reviewed the Credit College Credit Plus MOU on pages 117-118 of the labor contract, which expires June 30, 2017, and determined to continue handling College Credit Plus through a memorandum of understanding to be attached to the successor labor contract.

NOW, THEREFORE, the Board and the Association agree as follows:

1. The District may continue to offer the College Credit Plus courses offered during the 2015-2016 school year.
2. For the 2017-2018 school year and future years of the labor contract, the District shall notify any teacher assigned to the middle school or high school building with certification/licensure for a subject for which a College Credit Plus program will be offered, of the opportunity to submit a letter of interest to teach the course during his/her regular work day.
3. Respectively, the High School Building Principal or Middle School Principal will consider those qualified teachers who have submitted a letter of interest to teach a College Credit Course and will select the teacher to whom the course will be assigned for that school year.
4. Any evaluation, observation, or similar comment by the advisor from the college or university to the District regarding the Carrollton teacher assigned to teach a College Credit Plus course will not be used for the OTES evaluation.
5. If the District offers a College Credit Plus course and no Carrollton teacher is certified or licensed to teach the course and/or no Carrollton teacher has submitted a letter of interest for the College Credit Plus courses being offered, the District may use an adjunct teacher from the college or university to teach that course until such time as a Carrollton teacher, who is certified or licensed to teach the course provides a letter of interest to teach the course in a future year. It is understood an adjunct teacher from the college or university must be used when no Carrollton teacher has submitted a letter of interest and/or is those interested are not certified or licensed to teach the course and, in this circumstance, the District cannot staff the College Credit Plus course offering through involuntary transfer.

6. Any bargaining unit member staffing College Credit Plus may be required to travel during the work day to attend meeting(s) and or training(s) at the college or university. The member must promptly notify his/her building principal in advance of any such meeting/training in order to have release time approved. Mileage for such meetings/trainings shall be paid in accordance with Section 9 Article G.
7. Any bargaining unit member staffing College Credit Plus may be granted up to two (2) extended days for work associated with the College Credit Plus courses, at the discretion of the principal. These extended service days may be completed before or after the contractual work day/year. Extended service days may be completed in hourly increments. Staff who receive the extended service days will submit to his/her immediate supervisor a time sheet specifying the date, time of day and hours worked on that day.

This MOU shall be in effect from July 1, 2017, through the end date of the successor contract established through negotiations and it shall be not be utilized in any manner to establish a precedent or practice.

Except as modified by this MOU, all other terms and conditions of the Agreement shall remain in full force and effect. This MOU represents the entire agreement of the parties with respect to its subject matter. This Agreement is a binding contractual commitment and as such the parties acknowledge and agree that this Agreement may be grieved under Article III Grievance Procedure of the Master Agreement between the Association and the Board.

IT IS SO AGREED.



Michelle Roberts, CEA President

Date: 4-24-17



Dr. David Quattrochi, Superintendent

Date: 4-24-17



**MEMORANDUM OF UNDERSTANDING - COVID-19**

**BETWEEN**

**THE BOARD OF EDUCATION OF THE  
CARROLLTON EXEMPTED VILLAGE SCHOOL DISTRICT**

**AND**

**THE CARROLLTON EDUCATION ASSOCIATION**

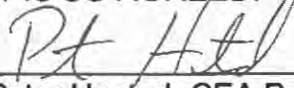
This Memorandum of Understanding ("MOU") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, between the Carrollton Education Association (the "Association"), by and through its duly-authorized President, and the Board of Education of the Carrollton Exempted Village School District (the "Board"), by and through its duly-authorized Superintendent (collectively the "Parties").

WHEREAS, the Board and the Association are parties to a collective bargaining agreement (the "Agreement"), which is effective from July 1, 2020 through June 30, 2022;

WHEREAS, the Board and the Association collectively agreed;

- 1. During the 2020-2021 school year, the Parties acknowledge the COVID-19 pandemic may impact obligations of each party under the labor contract (e.g. Section Seven).**
  
- 2. Should a COVID-19 pandemic issue emerge that impacts obligations of either party under the labor contract, the parties shall convene a labor management meeting under Section Four, Article D to discuss and reach resolution on the issue. Such resolution may include a temporary mid-term modification of an article in the contract, which shall be memorialized and signed by the Labor Management Committee members. Should the resolution remain in dispute, either party may submit the issue for an expedited arbitration in accordance with the procedures established by the American Arbitration Association. At the hearing, the parties authorize the arbitrator to attempt to mediate the issue to see if it can amicably be resolved without need for hearing. If the matter proceeds to hearing, the arbitrator shall fashion a decision that adopts the proposal of either side on the issue presented, or, that identifies an alternative resolution. Any such resolution shall be limited in duration to the earlier of (a) the circumstance creating the issue; or (b) June 30, 2021.**

IT IS SO AGREED.

  
\_\_\_\_\_  
Peter Husted, CEA President

Date: 3/11/2021

  
\_\_\_\_\_  
Dr. David Quattrochi, Superintendent

Date: 3-11-2021



**MEMORANDUM OF UNDERSTANDING - OTES 1.0, OSCES, AND NON-OTES**

**BETWEEN**

**THE BOARD OF EDUCATION OF THE  
CARROLLTON EXEMPTED VILLAGE SCHOOL DISTRICT**

**AND**

**THE CARROLLTON EDUCATION ASSOCIATION**

**OTES 1.0, OSCES, and Non-OTES Evaluation for the 2020-2021 School Year**

This Memorandum of Understanding ("MOU") is entered into this \_\_\_\_\_ day of September, 2020, between the Carrollton Education Association (the "Association"), by and through its duly-authorized President, and the Board of Education of the Carrollton Exempted Village School District (the "Board"), by and through its duly-authorized Superintendent (collectively the "Parties").

WHEREAS, the Board and the Association are parties to a collective bargaining agreement (the "Agreement"), which is effective from July 1, 2020 through June 30, 2022;

WHEREAS, the Board and the Association collectively agreed to extend the use of OTES 1.0 into the 2020-2021 school year;

WHEREAS, such HB 197 provisions and subsequent Ohio Department of Education ("ODE") guidance provide that student growth measures would not be a part of the evaluation process for the 2020-2021 school year;"

WHEREAS, the Board and the Association recognize that the circumstances of COVID-19 and the modifications to the standard face to face instructional environment will impact the utilization and application of the OTES 1.0 rubric and the OSCES rubric;

WHEREAS, the Section Seven Article E of the Agreement includes provisions for teacher evaluations under the Ohio Teacher Evaluation System (OTES);

WHEREAS, given the Director's Orders, relevant HB197 provisions, and ODE's subsequent guidance, the Board wishes to outline teacher, school counselor and non-OTES evaluation terms related to members of the Association covered by the Agreement for the 2020-2021 contract year in accordance with the terms and conditions set forth in this MOU;

WHEREAS, the Parties jointly agree that it is in their mutual best interest to modify the Agreement with regard to such teacher evaluation provisions;

NOW THEREFORE, given the unprecedented circumstances, the Parties agree to the following MOU:

During, the term of this contract, by the third (3<sup>rd</sup>) Thursday of September, the Building Principal will notify each bargaining unit member in his/her building of whether they will

be evaluated under the OTES system, the OSCES system, or the Non-OTES Teacher Evaluation system for that school year.

### OTES Teacher Evaluation/OSCES School Counselor Evaluation

The OTES Teacher Evaluation ("OTES") applies to teachers who are licensed instructors who spend at least fifty percent (50%) of his/her time providing content-related student instruction and fall under the definition of "Teacher" under the Standards-Based Teacher Evaluation Board Policy, attached under Appendix K. The Ohio School Counselor Evaluation System (OSCES) applies to all school counselors.

The Board will utilize the OTES and OSCES forms, unless otherwise mutually agreed upon.

#### a. Definitions

- i. Credentialed Evaluator: A person: 1) who is eligible to be an evaluator in accordance with O.R.C. §3319.111(D); and 2) holds a credential established by ODE for being an evaluator. Every evaluator must complete the state-sponsored evaluation training and is required to pass an online credentialing assessment. Bargaining unit members shall not serve as a credentialed evaluator.
- ii. Evaluation Cycle: The evaluation cycle occurs during each school year for each teacher/school counselor unless the teacher/school counselor is on a deferred evaluation cycle as set forth in Section 1(d)(iv) & (v) herein.
- iii. Evaluation Framework: The standards-based state framework for evaluation of teachers/school counselors developed by the Ohio Department of Education ("ODE") in accordance with §3319.112, for evaluation of teachers under Ohio Revised Code §3319.111 and §3319.112 and under ORC §3319.13 for school counselors.
- iv. Evaluation Procedure: The procedure used to conduct teacher/school counselor evaluations, which includes informal observations ("classroom walkthroughs") and formal observations to assess teacher/school counselor performance and value-added, vendor assessment, student learning objectives, and/or shared attribution to measure student growth for teachers and metrics of student outcomes for school counselors.
- v. Evaluation Rating: In the case of a teacher, the evaluation rating is assigned at the conclusion of the evaluation cycle the based on Teacher Performance. In the case of a school counselor, the evaluation rating assigned at the conclusion of the evaluation cycle, when the standards 1-6 are combined with the metric for student outcomes. Evaluation ratings are: Accomplished, Skilled, Developing, or Ineffective. In the event the Ohio legislature modifies these percentages for teachers or modifies the standards/metrics of student outcome for school counselors, the Union and

Board agree to negotiate on the limited issue of whether the percentages should also be modified in this Article.

- vi. Improvement Plan: A written Improvement Plan will be developed in the circumstances when a teacher/school counselor receives an overall final summative rating of ineffective or may be developed where a teacher/school counselor receives an ineffective rating on any of the standards of the OTES/OSCES Rubric. The purpose of an Improvement Plan is to identify specific performance deficiencies and foster growth through professional development and targeted support.
- vii. Metric of Student Outcomes: This term refers to the seventh area of the OSCES Evaluation Rubric that provides data demonstrating that student's skills, knowledge, or behaviors have positively changed as a result of the school counselor's actions.
- viii. OSCES: This acronym refers to the Ohio School Counselor Evaluation System which was adopted by the Ohio State Board of Educators as a result of the Ohio legislature passing a new state-wide school counselor evaluation system under §3319.113 of the Ohio Revised Code.
- iv. OSCES Rubric: The OSCES Rubric approved by the Ohio Department of Education, which is attached as Appendix R-1 to the Standards-Based School Counselor Evaluation Board Policy.
- x. OTES: This acronym refers to the Ohio Teacher Evaluation System, which was adopted by the Ohio State Board of Education as a result of the Ohio legislature passing a new state-wide teacher evaluation system under §3319.111 and §3319.112 of the Ohio Revised Code.
- xi. OTES Rubric: The OTES Rubric approved by the Ohio Department of Education, which is attached as Appendix L to the Standards-Based Teacher Evaluation Board Policy.
- xii. Performance Deficiency: A performance deficiency includes either an overall ineffective rating or an ineffective rating on any of the components of the OTES/OSCES Rubric.
- xiii. Teacher/School Counselor Performance Rating: The assessment of a teacher's/school counselor's performance that results in a performance rating and is based on formal observations (including, but not limited to materials and other instructional artifacts) and periodic classroom walkthroughs. Teacher/school counselor performance results are reported using a 1-4 rating structure with "1" indicating lowest performance (ineffective) to "4" indicating highest performance (accomplished). Teacher/school counselor performance ratings are based on teacher's/school counselor's current school year performance.



- xiv. Teacher of Record: This is the teacher who is responsible for assigning the student a grade so long as (a) the teacher has proper credentials to teach the particular subject/grade level for which he/she has been designated "teacher(s) of record" and (b) is responsible for a minimum of fifty percent (50%) of a student's scheduled instructional time within a given subject or course. For purposes of Student Growth Measures, "teacher of record" is identified using the provisions of Article E, Section 2.
- xv. Teacher Student Data Linkage (TSDL): The process of connecting the "teacher of record" to a student and/or defined group of students' achievement scores for the purpose of attributing student growth to the teacher of record.
- xvi. 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 based on state issued standardized assessments.

b. Purpose of Carrollton Evaluation

Carrollton Schools must implement the OTES state-wide teacher evaluation system and the OSCES state-wide school counselor evaluation system developed by the Ohio Department of Education.

- i. The Board, Union, administrators and teachers of Carrollton Schools are committed to academic excellence and recognize the purpose of our teacher evaluation is:
  - (a) To support informing instruction with data from formative and summative assessments.
  - (b) To serve as a tool to advance the professional learning and practice of teachers individually and collectively in Carrollton Schools.
  - (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.
  - (d) To assist the administration in utilizing appropriate data to guide identification and development of meaningful professional development opportunities for teachers.
- ii. The Board, Union, administrators and school counselors of Carrollton Schools are committed to supporting students with academic achievement, social and emotional development, and career planning and recognize the purpose of our school counselor evaluation is to:

- (a) Serve as a tool to advance the professional learning and practice of school counselors individually and collectively in the District.
- (b) Assist school counselors and administrators in identifying and developing educational best practices in order to provide the greatest opportunity for the academic achievement, social and emotional development, and career planning of students.
- (c) Assist the administration in utilizing appropriate data to guide identification and development of meaningful professional development opportunities for school counselors.
- (d) Promote and foster professional and collaborative dialogue between school counselors and Credentialed Evaluators.

c. Evaluators

- i. Where a teacher/school counselor is under consideration for renewal/non-renewal or under an Improvement Plan, a District administrator will serve as the Credentialed Evaluator. Otherwise, to the greatest extent possible, the Superintendent or his/her designee will give priority to individuals employed as District administrators who are on the approved credentialed list adopted by the Board ("Approved Credentialed Evaluator List").
- ii. Each teacher/school counselor will be notified of his/her Credentialed Evaluator, and the following shall apply:
  - (a) For those teachers/school counselors with an overall Final Summative Rating of Accomplished, the evaluator shall be selected by the teacher/school counselor from the Approved Credentialed Evaluator List.
  - (b) For those teachers/school counselors with an overall Final Summative Rating of Skilled, the evaluator shall be the teacher's/school counselor's immediate supervisor provided that individual is on the Approved Credentialed Evaluator List. Should the immediate supervisor not be on the Approved Credentialed Evaluator List, the evaluator will be chosen collaboratively between the teacher/school counselor and his/her immediate supervisor.
  - (c) For those teachers/school counselors with an overall Final Summative Rating of Developing or Ineffective, the Superintendent or his/her designee will assign the evaluator from the Approved Credentialed Evaluator List.
  - (d) In the situation where a teacher/school counselor with an overall Final Summative Rating of Developing or Ineffective is assigned to more than one (1) building, the Credentialed Evaluator shall be one



and not both of the building administrators, with priority to the building to which the teacher/school counselor is primarily assigned (i.e. home base).

d. Evaluation Schedule

- i. No teacher/school counselor shall be evaluated more than once annually.
- ii. All evaluations will be completed by the first day of May and the teacher/school counselor will be provided with a written copy of the evaluation results by the tenth day of May.
- iii. For those teachers/school counselors who are on limited or extended limited contracts pursuant to ORC §3319.11 and who are under consideration for nonrenewal, one (1) evaluation consisting of at least three (3) formal observations must be conducted annually by the first day of May. The Superintendent may waive the third (3<sup>rd</sup>) observation if the teacher/school counselor is not being considered for non-renewal.
- iv. With the exception of Section 1(d)(iii), a teacher/school counselor who has worked for the District for three (3) years and was evaluated each of those years, who is assigned an evaluation rating of Accomplished on the teacher's/school counselor's most recent evaluation conducted under this section shall be fully evaluated once (1) every three (3) years, but shall have an observation and a conference during those years they are not evaluated.
- v. With the exception of Section 1(d)(iii), a teacher/school counselor who has worked for the District for three (3) years and was evaluated each of those years, who is assigned an evaluation rating of Skilled on the teacher's/school counselor's most recent evaluation conducted under this section shall be fully evaluated once (1) every two (2) years, but shall have an observation and a conference during those years they are not evaluated.
- vi. In any year in which a teacher/school counselor will not be formally evaluated pursuant to the above-paragraphs d(iv) or d(v), the Credentialed Evaluator shall conduct one (1) formal observation of the teacher/school counselor, hold one (1) post-observation conference with the teacher/school counselor, and at the request of the teacher/school counselor hold one (1) formal observation pre-conference. Under this section, the formal observation process shall not require a pre-observation conference or submission of the pre-observation form. Likewise, the submission of the post observation form shall not be required. The observation related forms generated in this paragraph will be provided to the teacher/school counselor, however, will not be placed in the employee's personnel file.

e. Teacher/School Counselor Performance Evaluation Component

i. General principles

- (a) All monitoring or observation of teacher/school counselor work performance shall be conducted openly and with full knowledge of the teacher/school counselor.
- (b) Teacher/school counselor performance shall be assessed based on standards for the teaching profession/school counselor profession and criteria set forth in the evaluation instrument, Appendices K, K-1, L, M, N, O, P, Q, Q-1, Q-2, Q-3, Q-4 and Q-5.
- (c) The Credentialed Evaluator shall rely on evidence provided by the teacher/school counselor, the Formal Observations and the walkthroughs/Informal Observations to evaluate a teacher's/school counselor's performance.
- (d) All conclusions of performance assessments must be documented and supported by evidence.
- (e) The Credentialed Evaluator shall provide the teacher/school counselor with copies of all written documentation, including but not limited to notes, scripts, artifacts, and evidence collected during formal observations and Walkthroughs/Informal Observations.
- (f) No teacher/school counselor shall be required to complete a Self-Assessment Form (e.g. OTES/OSCES Self-Assessment Form). This tool may be used by teachers/school counselors as a resource.
- (g) Video or audio devices shall not be used to record teaching/school counselor performance for the evaluations, whether by the teacher/school counselor or by the Credentialed Evaluator. The District will not use video/audio evidence submitted to ODE by a Resident Educator for their Year 3 and Year 4 requirements as evidence to assess teacher performance (OTES).

ii. Evidence Used to Assess Teacher/School Counselor Performance

- (a) Evidence Provided by Teacher/School Counselor to Credentialed Evaluator

A teacher may provide evidence to the Credentialed Evaluator, including but not limited to student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, and student work samples.

A school counselor may provide evidence to the Credentialed Evaluator, including but not limited to student grades, standardized tests, course completion, graduation rate, attendance, ACT/SAT, discipline reports, office referrals, counselor logs, teacher feedback surveys, backpack web, Ohio means jobs, acceptance rates, and exposure to post-secondary options/surveys.

(b) Formal Observations

- A minimum of two (2) formal observations shall be conducted.
- Each formal observation shall last a minimum of continuous thirty (30) minutes.
- The first formal observation shall be completed by the end of the first semester, unless extenuating circumstances exist.
- There shall be at least twenty-one (21) calendar days between each formal observation. (Calendar days exclude days during Winter and Spring breaks for this paragraph only).
- If after the second observation, there is a Performance Deficiency in a teacher's/school counselor's performance and the District anticipates taking adverse personnel action, a minimum of one (1) additional observation shall be conducted.
- A teacher/school counselor may request a formal observation at any time, in addition to those required.
- A pre-observation conference between the Credentialed Evaluator and teacher/school counselor may be held at any time within the five (5) work days preceding each formal observation to review the content of the Teaching/School Counselor Pre-Observation Form, Appendix Q-1.
- A post-observation conference between the Credentialed Evaluator and teacher/school counselor shall be held within the ten (10) work days following each formal observation, unless extenuating circumstances exist, to review the content of the Teaching/School Counselor Post-Observation Conference Form, Appendix Q-2. The teacher/school counselor will provide the post-observation form to the Credentialed Evaluator at least twenty-four (24)-hours prior to the post-observation conference.
- At the post-observation conference, the Credentialed Evaluator and teacher/school counselor will review the

evidence collected and collaboratively review the draft of the Observation Summary Report Form, see Appendix Q-4 that the Credentialed Evaluator brings to the post observation conference.

(c) Walkthrough/Informal Observation

- A Walkthrough/Informal Observation ("walkthrough") for a teacher is a formative written assessment by a Credentialed Evaluator. A walkthrough for a school counselor is a formative written assessment piece of non-confidential activities by a Credentialed Evaluator.
- The walkthrough may be unannounced, but nothing prohibits informing the teacher/school counselor of a walkthrough.
- A walkthrough shall be at least five (5) consecutive minutes and no more than fifteen (15) minutes in duration. There shall be no more than six (6) walkthroughs per Teacher/School Counselor Performance Cycle, unless additional walkthroughs are requested by the teacher/school counselor.
- Within two (2) work days of completing the walkthrough, the Credentialed Evaluator shall provide the teacher/school counselor a copy of the Walkthrough/Informal Observation Data Form, Appendix Q. If the teacher/school counselor requests to meet with the Credentialed Evaluator to review this Form, this meeting will be held before the next walkthrough occurs.

iii. Calculating Teacher/School Counselor Performance Rating

The Teacher/School Counselor Performance Rating used in the Final Summative Rating shall be calculated in the following manner. A numerical value for each category on the Teacher Performance Evaluation Rubric shall be assigned as one (1) for Ineffective; two (2) for Developing; three (3) for Skilled; and four (4) for Accomplished.

An average will be calculated by taking the sum of each performance criteria (PC) and dividing by the total number of performance criteria (Sum of PC ÷ 10) for teachers and (Sum of PC ÷ 6) for school counselors.

The Teacher Performance Rating will be assigned as follows:

1 — 1.5 = Ineffective Teacher Performance Rating

Greater than 1.5 – 2.3 = Developing Teacher Performance Rating



Greater than 2.3 to 3.0 = Skilled Teacher Performance Rating

Greater than 3.0 = Accomplished Teacher Performance Rating

The School Counselor Performance Rating will be assigned as follows:

1 — 1.2 = Ineffective School Counselor Performance Rating

Greater than 1.2 – 2.1 = Developing School Counselor Performance Rating

Greater than 2.1 to 3.1 = Skilled School Counselor Performance Rating

Greater than 3.1 = Accomplished School Counselor Performance Rating

f. Finalization of Evaluation

A final summative rating of teacher/school counselor Final Summative Rating Form (Appendix Q-5 or V-3) will be completed, signed by the evaluator and provided to the teacher/school counselor in a meeting to be held no later than the tenth day of May. The teacher/school counselor should sign the Final Summative Rating Form of the teacher/school counselor to verify notification to him/her that the evaluation will be placed on file, but the teacher's/school counselor's signature should not be construed as evidence that the teacher/school counselor agrees with its contents. The teacher/school counselor shall sign the final summative rating of teacher/school counselor performance upon meeting with the Credentialed Evaluator. The Credentialed Evaluator shall send a copy of the final summative rating of teacher/school counselor effectiveness form to the Superintendent upon securing the teacher's/school counselor's signature.

Within ten (10) calendar days of receiving the Final Summative Rating Form of teacher/school counselor, a teacher/school counselor has the right to make a written response to the evaluation and to have it attached to the Final Summative Rating Form of teacher/school counselor that is placed in the teacher's/school counselor's personnel file.

Each teacher/school counselor shall have the opportunity to review the teacher/school counselor performance score in order to ensure accuracy in reporting. If the teacher/school counselor believes there is an inaccuracy, s/he shall notify the Superintendent or his/her designee on a date designated by the Superintendent each school year.

The Board shall not evaluate any teacher/school counselor who has submitted an irrevocable official notice of retirement to the Board on or before December 1<sup>st</sup> of the school year.

The Board shall not evaluate any teacher/school counselor who has or will be on leave for fifty percent (50%) or more of the school year.



g. Professional Growth & Improvement Plans

i. Professional Growth Plan

Each teacher or each school counselor with a final summative rating of accomplished, skilled, or developing will develop a Professional Growth Plan on an annual basis no later than the first Monday in October. Professional Growth Plans will be self-directed for teachers or for school counselors with a final summative rating of Accomplished and will be collaborative (teacher/school counselor with Credentialed Evaluator) for teachers or for school counselors with a final summative rating of Skilled or Developing. The Professional Growth Plan shall include:

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

ii. Improvement Plan

- (a) The Credentialed Evaluator for each teacher/school counselor with an Ineffective rating either on the final summative evaluation or with an Ineffective rating (as identified in the post-observation conference form) for any of the standards of the OTES/OSCES Rubric, will develop an Improvement Plan for the teacher/school counselor to respond to Ineffective ratings.
- (b) The Credentialed Evaluator shall develop an Improvement Plan to address any significant teacher/school counselor performance deficiency identified after an observation using the OTES/OSCES Improvement Plan Form, Appendix O or U. The Credentialed Evaluator shall meet with the teacher/school counselor to review the Improvement Plan and receive input from the teacher/school counselor before the Improvement Plan is finalized and implemented.
- (c) If the District anticipates taking adverse employment action based on a teacher's/school counselor's performance, the teacher/school counselor shall first be placed on an Improvement Plan so s/he has an opportunity to remedy the performance deficiencies. The Improvement Plan may be created after the first or second observation in this circumstance.

- (d) An Improvement Plan shall include:
- 1) Identification of the specific areas for improvement of performance deficiencies and/or student growth/metric of student outcomes
  - 2) Identification of the specific expectations for each area of improvement that has been identified
  - 3) Specify the developmental level of performance the teacher/school counselor is expected to improve and the timeline to correct performance deficiencies
  - 4) Allows a sufficient time to allow remediation of the performance deficiencies
  - 5) Identification of guidance and support needed to help the teacher/school counselor improve
  - 6) The Credentialed Evaluator, with input from the teacher/school counselor to be placed on an Improvement Plan, shall identify a support teacher/school counselor (if a teacher has a resident educator mentor, the mentor may also serve as the support teacher to the resident educator)
  - 7) Identification of additional education or professional development needed to improve identified areas
  - 8) Identification of release time to allow the supported bargaining unit member on an Improvement Plan to observe his/her support teacher's/school counselor's best practices and/or release time of the support teacher/school counselor to provide direct mentoring activities, which shall be coordinated by the building administrator - planning time of teachers shall not be used for direct mentoring activities, unless the teachers choose to do so
- (e) An Improvement Plan based on Ineffective teacher/school counselor rating will be revisited in at least twenty-eight (28) calendar day intervals to see whether the teacher's/school counselor's performance has improved and whether to modify or end the plan.

A copy of the Improvement Plan form is in Appendix O or U.

h. Protections

- i. A support teacher/school counselor shall not be requested or directed to make any recommendation regarding the continued employment of a teacher/school counselor.
- ii. All interaction, written or oral, between a support teacher/school counselor and the supported bargaining unit member are confidential and may not be disclosed without the consent of the supported bargaining unit member. Any violation of this confidentiality requirement by the support teacher/school counselor shall be cause for his/her removal in his/her role as a support teacher/school counselor by direction of the Union President after consultation with the Superintendent. Removal from the role as support teacher/school counselor shall not be grievable by the support teacher/school counselor.
- iii. No support teacher/school counselor shall be requested or directed to divulge information from written documentation or confidential discussions with the supported bargaining unit member.
- iv. At any time and without need of specifics, the support teacher/school counselor or the supported bargaining unit member may exercise the option to have a new support teacher/support counselor assigned to the supported bargaining unit member. Exercising the option may occur one (1) time by the support teacher/school counselor or the supported bargaining unit member and shall occur without prejudice or judgment to either person. A teacher/school counselor may be excused from serving as a support teacher/school counselor for any school year, or part thereof, upon approval from either the Superintendent or his/her designee.

i. Working with Student Teachers

- i. A teacher who accepts a student teacher(s) will still have his/her student growth measure reflect all students for whom s/he is the teacher of record. Any teacher may volunteer to accept a student teacher during the school year.
- ii. In cases where no teachers volunteer, the District may assign an A1 or A2 teacher with an accomplished rating or a B or C teacher rated skilled or above a student teacher.
  - (a) The District may not assign a teacher more than one student teacher in one school year
  - (b) The District may not assign a teacher a student teacher more than one (1) time every three (3) school years.

j. Non-OTES Teacher Evaluation

All bargaining unit members not covered by the OTES Teacher Evaluation shall be evaluated using the forms contained in Appendices W, W-1, W-2, W-3, and W-4.

k. Joint Evaluation Development Committee

There shall be a Joint Evaluation Development Committee ("JEDC"), which shall be comprised of a Union team and Board team, each having an equal number of no more than five (5) people per team. The JEDC shall review its established ground rules annually. The JEDC shall reach decision through consensus, shall receive training on the state-adopted evaluation framework, including student growth measure training, on-site or at a local ESC and may utilize subcommittees or experts as needed to gather or provide information. The JEDC shall keep minutes summarizing its meetings.

The JEDC is responsible for:

- i. Reviewing the OTES and non-OTES evaluation procedures and instruments.
- ii. Provides guidance on the use of the OTES, OSCES, and non-OTES rubrics during the COVID-19 pandemic due to the changes made in the educational and instructional environment.
- ii. Review, discuss, and make a recommendation for conducting virtual observations and walkthrough utilizing the OTES/NonOTES/School Counselor rubric(s).
- iii. Making recommendations as set forth throughout Article E titled Evaluations.
- iv. Assists in determining, selecting, and approving High Quality Student Data Tools.

Any recommendations made by the JEDC shall be sent to the Union Executive Committee and the Superintendent. Any JEDC recommendations, or mutually agreed upon modifications thereto, that would modify any provision of Article E titled Evaluations may be implemented provided the Union Executive Committee and Superintendent agree. If the Union Executive Committee and Superintendent do not agree on a JEDC recommendation, they shall meet with a FMCS mediator to explore an agreed resolution, which may then be implemented. Should the Union Executive Committee and Superintendent continue to disagree with a JEDC recommendation after mediation, the Board of Education shall consider the JEDC recommendation in executive session, allowing both the Union Executive Committee and the Superintendent to present their respective positions. The Board of Education may adopt or reject the JEDC recommendation, as may have



been modified through agreement by the Union Executive Committee and Superintendent. The step of this review process involving the Board of Education shall be in place during the term of this Agreement.

The Parties agree that implementation of the changes agreed to under the terms of this MOU is subject to the Grievance Procedure.

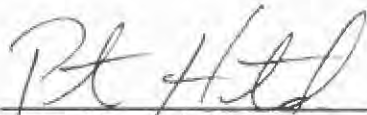
The Parties understand and agree that the terms of this MOU shall prevail over any contrary terms in the Agreement between the Board and the Association. All other provisions in the Agreement shall remain in full force and effect as written, and the Parties acknowledge that any subsequent changes to the Agreement or any successor agreement must be accomplished through bargaining in accordance with Ohio law.

This MOU shall set no precedent in any other matter between the Parties and shall not be referred to by any party in any other matter unrelated to this MOU or in regard to any other employee issues.

This MOU constitutes the entire agreement between the Board and the Association regarding the issues outlined herein. There are no other written or verbal agreements, understandings or arrangements between the Parties regarding the issues outlined herein. Any amendment to this MOU must be in writing and signed by the Parties.

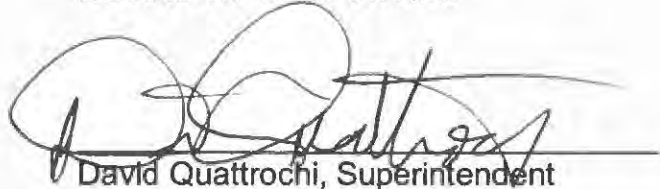
The representatives of the Board and the Association affirm that they have full authority to execute this MOU for their respective parties.

**FOR THE ASSOCIATION:**



Peter Husted, CEA President

**FOR THE CARROLLTON EXEMPTED  
VILLAGE SCHOOL DISTRICT  
BOARD OF EDUCATION:**



David Quattrochi, Superintendent

\_\_\_\_\_  
Board President



## MEMORANDUM OF UNDERSTANDING - PLTW

This Memorandum of Understanding ("MOU") is entered into by and between the Carrollton Exempted Village School District Board of Education ("Board") and the Carrollton Education Association ("Association") on this 1<sup>st</sup> day of December, 2017, for purposes of clarifying the intent of the supplemental stipend for Project Lead the Way ("PLTW"), as negotiated in the Labor Contract effective July 1, 2017 through June 30, 2020.

WHEREAS, the Board and Association negotiated a supplemental stipend for PLTW in the labor contract effective July 1, 2017, through June 30, 2018 ("Labor Contract");

WHEREAS, while preparing the Labor contract for execution by the respective leaders of the Board and Association, the Board and Association discovered a dispute regarding the implementation of the PLTW supplemental stipend and the group of teachers to whom it was intended to apply;

WHEREAS, the Board understood the PLTW stipend was to apply to high school and middle school teachers whose assignment included teaching a full year PLTW course, based on a PLTW curriculum, and did not apply to elementary teachers who chose to include PLTW materials as a lesson plan(s) within a semester course on a voluntary basis;

WHEREAS, the Association understood the PLTW stipend applied to all teachers who utilize PLTW and,

WHEREAS, the Board and Association have held off on executing the Labor Contract until this dispute on the PLTW supplementary stipend has been resolved through this MOU.

NOW, THEREFORE, the Board and Association agree as follows:

1. The Board and Association agree supplemental stipend for PLTW shall be implemented during the term of the Labor Contract as follows:
  - a. Any middle school or high school teacher approved to teach a PLTW course will receive a Five Hundred Dollar (\$500.00) PLTW stipend upon completion of teaching PLTW that school year.
  - b. A Three Hundred Fifty Dollar (\$350.00) PLTW Launch stipend shall be available for elementary teacher approved to teach two (2) PLTW modules during a school year by the Gifted/STEM Coordinator provided the teacher compiles with the following approval/submission procedure:

An elementary teacher trained on PLTW Launch may apply to the Gifted/STEM Coordinator to implement two (2) PLTW modules

(including a pre-test, approximately 20 hours of instruction, and post-test per module) during the school year. Once approved, the PLTW Launch teacher must complete each module and must submit to the Gifted/STEM Coordinator the pre-test and post-test data in order to qualify for the \$350.00 PLTW Launch stipend, which shall be paid upon proof of completion of the two (2) modules.

- c. Nothing within this MOU shall limit the Superintendent from limiting the number of PLTW stipends and/or PLTW Launch stipends available during each school year.
  - d. The supplemental schedule for the Labor Contract shall be revised denote:
    - i. PLTW (Middle/High School) - \$500.00 per school year
    - ii. PLTW Launch stipend (Elementary) - \$350.00 per 2 modules
2. Minimum standards for implementation of PLTW Launch will be mutually agreed upon by the Superintendent and Union President.
3. This MOU is contingent on ratification by the Association's membership and adoption by the Board.
4. This MOU is non-precedent setting.

IT IS SO AGREED.

FOR THE BOARD:



Date: 12-1-17

FOR THE ASSOCIATION




Date: 12/1/2017

**CEA-CBA  
OHIO  
CERTIFICATE OF REVENUE**

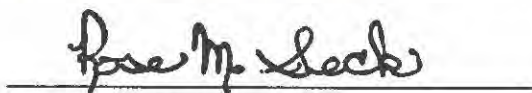
The undersigned Treasurer of the Carrollton Exempted Village School District, certifies that the money required to meet the obligations of the Board during FY 2021 under the attached qualifying contract, have been lawfully appropriated by the Board for such purposes and is in the treasury or in the process of collection of an appropriate fund, free from any encumbrances.

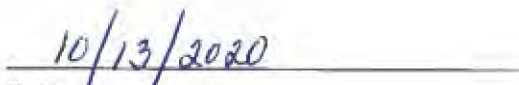
The undersigned Treasurer, Superintendent, and Board President of the Carrollton Exempted Village School District hereby certify that the District has in effect for the term of the contract, the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number of days instruction was held or is scheduled for the current fiscal year.

This certificate is given in compliance with Sections 5705.41, 5704.412, and 5705.44 of the Revised Code.

  
\_\_\_\_\_  
Treasurer

  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
Board President

  
\_\_\_\_\_  
Date

