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Contract

Between The

West Geauga Board of Education

And The

West Geauga Education Association

Terms of Contract

July 1, 2020

to

June 30, 2021

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ARTICLE I – RECOGNITION

A. RECOGNITION

The West Geauga Board of Education, hereinafter referred to as “Board”, recognizes the West Geauga Education Association/Ohio Education Association (OEA)/National Education Association (NEA), hereinafter referred to as “Association”, as the sole and exclusive teacher representative for all members of the bargaining unit.

B. DEFINITION OF THE BARGAINING UNIT

The bargaining unit shall consist of all teachers recognized to be certificated and/or licensed and employed by the Board. "Teacher" shall mean any person professionally employed to work in a regular, consistent assignment that does not require an administrative or supervisory certificate and/or license under Ohio law, excluding school psychologists. Teacher shall also include the following bargaining unit positions: Licensed Practical Nurse; Medical Assistant; Mathematics Coach/Instructor; and Literacy Coach/ Instructors.

C. CHANGE OF RECOGNITION

A change in recognition for successor Contracts shall be in accordance with Chapter 4117, Ohio Revised Code.

ARTICLE II – NEGOTIATIONS PROCEDURE

A. OPENING NEGOTIATIONS

Negotiations between the Board and the Association for a successor Contract shall begin on or about February 1st of the final year of this Contract. Between January 15th and January 31st of that year, the President of the Association shall contact the Superintendent of Schools to establish a date, place, and time to meet. Such agreement shall be followed by a written request to begin negotiations as per the oral agreement reached by the Association's President and the Superintendent.

B. TEAMS

1. The Board's negotiating team shall consist of a maximum of six (6) members and two (2) observers. The Association's team shall consist of a maximum of six (6) members and two (2) observers appointed by the recognized teacher organization. Each team may also have a consultant/attorney.
2. Any team member, including the spokesperson, may be changed at any time, so long as the team size does not exceed the maximum number. No other person may attend these negotiations, except by mutual agreement.

C. SCOPE OF NEGOTIATIONS

The scope of negotiations shall be determined by the Ohio Collective Bargaining Law (O.R.C. 4117).

D. BARGAINING PROCEDURES

1. At the first meeting, a mutual exchange of proposals shall occur. Thereafter, no additional items may be added to the proposals unless mutually agreed upon.
2. During the course of negotiations, items tentatively agreed to shall be reduced to writing, signed, by the spokesperson for each negotiating team, and set aside. No item shall be considered finally accepted until all items have been resolved and acted upon by the Board and the Association.
3. All negotiations shall be held during times mutually agreed upon and shall continue for a period of sixty (60) days or until the parties agree upon a Master Contract, whichever occurs first. After sixty (60) days, either party may request a mediator. Each after school session shall not exceed three (3) hours unless by mutual consent, or unless directed otherwise by the mediator per Article II., F. below. The first two days of negotiations shall be held during the school day.
4. Either team may call for a caucus at any time. If either team believes that such caucus would extend beyond thirty (30) minutes, it may request that the negotiations session be recessed until a later time.

5. Either team may declare a recess when it appears that meaningful progress cannot be attained at that time. A recess can begin only after mutual agreement on the time and place for the continuation of the negotiating session, except when a team calls a recess expressly because it reasonably believes the team make-ups are not compatible to productive bargaining. In such a case there is no requirement for the teams to meet throughout the remainder of the first sixty (60) day period. After sixty (60) days, meetings, recesses, and caucuses shall be subject to the mediator's authority.
6. Before the close of each meeting, the date and time of the next necessary meeting shall be established. It is agreed that weekly sessions scheduled in advance are most desirable.
7. Periodic oral or written news releases may be issued during negotiations provided that any such releases shall have prior approval of the participants. However, progress reports may be made to the Board by its team and to the Association by its team at any time. Each team has the responsibility to caution their respective membership relative to breaches of confidentiality of the current negotiations.

E. AGREEMENT

1. When total agreement is reached by the negotiating teams, all initialed tentative language shall be compiled in Contract form. The final copy shall contain all terms of the Contract and the effective date of the Contract.
2. Both teams shall recommend the agreed upon package to their respective constituencies, unless it is indicated in advance that it will not be recommended.
3. The negotiated Contract shall first be submitted to the Association for ratification. When the Association ratifies the Contract, its President shall affix his/her signature. The Association shall give three (3) days of notice to the entire bargaining unit before a ratification vote. During the school year, such vote shall be taken in the school buildings under the supervision of Association representatives. The Association shall notify the Board as to the results of its ratification vote.
4. When the Association has ratified the Contract, the Board, at its next regular or at a special meeting, shall accept or reject the Contract. When the Board ratifies the Contract, its President shall affix his/her signature, and the Contract shall become a legal contract binding on both parties.

F. DISPUTE RESOLUTION PROCEDURES

1. If agreement is not reached within the specified time limits, the parties shall submit a joint request to the Federal Mediation and Conciliation Service (FMCS) for the purpose of mediating an agreement. The parties shall meet at the request of the mediator. The mediator shall only have the authority to assist the parties in reaching an agreement.
2. If the FMCS cannot supply a mediator, the mediator shall be selected through the American Arbitration Association (AAA) pursuant to its rules, unless a mediator agreeable to both parties is available from the State Employee Relations Board.
3. Mediator costs shall be shared equally by the Board and the Association. An expert witness or consultant witness shall be paid for by the party requesting the service.

G. GOOD FAITH

The parties agree to bargain in good faith with the intention of reaching an agreement, or to resolve questions arising under the Contract. This includes executing a written contract incorporating the terms of any agreement reached. The obligation to bargain collectively does not mean that either party is compelled to agree to a proposal.

ARTICLE III – GRIEVANCE PROCEDURE

A. DEFINITION OF A GRIEVANCE

A claim by a member of the bargaining unit hereinafter called the “grievant,” or the Association, that there has been a breach of any provision of this Contract that affects the grievant, may be processed as a grievance as hereinafter provided.

B. INFORMAL PROCEDURE

In the event the grievant believes there is a basis for a grievance, he or she shall first discuss the alleged grievance with the immediate supervisor or the lowest level administrator with the authority to resolve the issue. Such grievance must be raised within twenty (20) working days of the occurrence giving rise to the grievance. If, after the informal discussion with his/her immediate supervisor (or another administrative authority as the parties may agree), a grievance still exists, he/she may invoke the formal grievance steps within ten (10) working days. Members of the bargaining unit are encouraged to use the informal procedure. If, however, the grievant wishes to bypass the informal procedure, he or she may initiate the grievance at Step I.

C. STEP I

The grievant must submit on a prescribed form to the grievant’s immediate supervisor or the lowest level administrator with the authority to resolve the issue a completed grievance form (found in Article III, L.). Five (5) working days of the receipt of said form, the immediate supervisor shall meet with the grievant and the grievant’s representative, if requested by the grievant, in an effort to resolve the grievance. The immediate supervisor shall indicate in writing a disposition of the grievance within five (5) working days after such meeting with said grievant.

D. STEP II

Within ten (10) working days after receiving the decision of the immediate supervisor and assuming no satisfaction, or if no decision is rendered within the time limits, the grievance may be continued by submission of the written grievance and responses to the Superintendent five (5) working days of the receipt of said grievance, the Superintendent shall meet with the grievant, and the grievant’s representative, if requested by the grievant, in an effort to resolve the grievance. The Superintendent shall indicate in writing a disposition of the grievance within ten (10) working days after such meeting with said grievant.

E. STEP III

Within ten (10) working days after receiving the decision of the Superintendent and assuming no satisfaction or if no decision is rendered within the time limits, a written notice and the grievance packet (the written grievance and responses) must be submitted to both the Superintendent and the Treasurer to continue the process. The Board, at its next regularly scheduled meeting with at least ten (10) working days notice, or at a time mutually agreed to by the parties, shall meet with the

grievant and the grievant's representative, if requested by the grievant, to hear such grievance in private. The disposition by the Board shall be made to the grievant within five (5) working days following the hearing.

F. STEP IV

Within twenty (20) working days after receiving the decision of the Board and assuming no satisfaction or if no decision is rendered within the time limits, a written notice to continue the process must be submitted to the Superintendent. The grievance may then be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within ten (10) working days, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Contract. The arbitrator is specifically prohibited from making any decision contrary to law. Except in procedural questions relating to the Contract, the arbitrator in his decision shall not substitute his judgment for that of the administration in carrying out its duties. Both parties agree that the award of the arbitrator shall be binding. The fees and expenses of the arbitrator shall be borne by the losing party as determined by the arbitrator. Any other costs shall be the responsibility of the party incurring those costs.

G. TIME LIMITS

The time limits provided in this article shall be strictly observed and may be extended only by written agreement of the parties. In the event a grievance is filed after May 15th of any year, 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.

H. DAYS

For purposes of this article "working days" shall mean actual days worked during the school year and weekdays exclusive of holidays during summer recess.

I. ARBITRABILITY

Any disputes as to the arbitrability shall be determined by the arbitrator.

J. SETTLEMENTS

Any settlement reached without the concurrence of the Association will not be binding on the Association nor shall it set a precedent.

K. FORM

The grievance form which is to be used in the processing of all formal grievances as found at Article III, L. herein shall remain in effect during the term of this Contract.

- L.
- (1) Grievant
- (2) Administrator
- (3) Superintendent

West Geauga Local Schools
Chesterland, Ohio

STEP: I – II – III – IV
(Circle one)

DATE: _____

GRIEVANT _____

SCHOOL _____

STATEMENT OF GRIEVANCE: (List specific contract provisions in which alleged violation occurred.)

BASIS OF GRIEVANCE: (State the activities and actions that are the basis of the grievance and the date(s) that the violation allegedly occurred. Be as specific as possible.)

ACTION REQUESTED:

Signature of Association
Representative

Signature of Grievant

Received by (Signature)

Date

ARTICLE IV – ASSOCIATION RIGHTS AND SECURITY

A. ASSOCIATION RIGHTS

As the sole and exclusive representative of members of the bargaining unit during this Contract, the Association shall have privileges, as below, not provided any other organization alleging representation of members of the bargaining unit, to the extent allowed by law. Nothing in this Article shall restrict the individual rights of teachers.

B. USE OF BUILDINGS, FACILITIES, AND EQUIPMENT

The Association has the right to use the school buildings and facilities at reasonable times, except that the administration may prohibit such use during the school day. Actual costs, above regular costs, for use of these facilities shall be paid by the Association. The Association shall have the right to use equipment when not in use for other school business. Use of such equipment shall be subject to approval by the principal. The Association shall reimburse the Board for supplies used, and shall assume its share of the financial responsibility for loss or damage to said equipment while in use by the Association. Use of public address systems shall be restricted to making announcements regarding notice of meetings.

C. USE OF MAILBOXES AND BULLETIN BOARDS

The Association has the right to use in-school mailboxes and the use of a bulletin board located in each building's teacher lounge. Such bulletin board shall be no less than two feet (2') by two feet (2').

D. STAFF DIRECTORY

The Association has the right to receive a staff directory if and when one is produced, along with such updates as are produced. The district Treasurer/designee shall provide to the Association president the name and school district email address of each newly hired bargaining unit member within seven (7) days of the date of hire.

E. BOARD AGENDA AND FINANCIAL DOCUMENTS

The Association President has the right to receive, in a timely fashion, copies of Board agendas, minutes, and such financial documents as are required by law. If requested, the Board will also provide the Association President all documents provided to the Board unless prohibited by law.

F. PUBLIC DISPLAY OF PHOTOGRAPHS

The Superintendent or his designee shall obtain the prior consent of the bargaining unit member prior to publicly displaying his/her photograph or other visual recording.

G. RIGHT TO ADDRESS MEMBERS AND ORIENT NEW EMPLOYEES

The Association shall be allotted 60 minutes to conduct a general membership meeting during a workday prior to the start of the school year and will be allowed to address new employees at orientation.

H. ASSOCIATION RELEASE TIME

1. The Superintendent shall provide the Association President one (1) period per day for the purpose of conducting Association business.
2. The Association shall be provided seven (7) release days for Association business.

I. ADMINISTRATIVE ACTIONS

No teacher shall be adversely evaluated, disciplined, or reduced in rank or compensation without being given the opportunity to show that such evaluation, discipline, or reduction is without basis. The teacher shall have a right to representation.

ARTICLE V – ADMINISTRATION-ASSOCIATION COMMITTEE

A. PURPOSE

At such times during the school year that negotiations are not being conducted, the Administration-Association Committee may meet to discuss matters of concern to either party. When feasible, concerns should be addressed at the appropriate building or department level prior to being discussed by the above-mentioned committee.

B. MEMBERSHIP

The committee shall be comprised of no more than five (5) representatives for the Board and no more than five (5) representatives for the Association unless mutually agreed to by the parties.

C. AUTHORITY OF COMMITTEE, RULES, AND REPORTS

The committee shall set its ground rules for meetings, but it has no authority other than to meet, confer, and report on its discussions. Such written reports shall be made within two (2) weeks of each meeting to the Board and Association.

D. TRAINING

Training may be requested for the committee by either party and will commence only by mutual consent.

E. RELATIONSHIP TO THE GRIEVANCE PROCESS

The Administration-Association Committee does not replace the grievance process.

ARTICLE VI – GENERAL WORKING CONDITIONS

A. VACANCIES

Definition of Vacancy – A vacancy shall exist when the administration determines that a current position in the bargaining unit is, or shall become vacant and to be refilled, and/or when a new position in the bargaining unit is being created. If a current position is being eliminated, there shall be no vacancy for that position.

Teachers will be notified of all bargaining unit vacancies by the posting of job notices in each building and on the district web page. Notification of all bargaining unit vacancies shall also be communicated to teachers via the district email service within five (5) days of the creation of the vacancy. Deadlines and qualifications for application will be included in the notice. Except under extenuating circumstances, posting shall take place at least ten (10) days prior to filling the vacancy. All timely teacher applications shall be considered. Teachers shall be notified of vacancies that occur during the summer via the district email service and the district web page.

- a. The ten (10) day internal posting may be waived due to extenuating circumstances upon written agreement of the Association and the Board.

The transfer and vacancy of teachers and vacancy postings shall be the responsibility of the Superintendent.

B. TRANSFERS

Involuntary Transfers

1. Each teacher may be transferred to any other position for which he or she is qualified and certified and/or licensed. Involuntary transfers shall not be arbitrary, capricious, or discriminatory with preference given to seniority, certification/licensure, and experience in the areas of transfer. The teacher will receive written notification with reasons for the transfer.
 - a. A teacher may be involuntarily transferred if, in the determination of the Superintendent, such transfer is necessary due to a decline in enrollment or a need to adjust educational programming for students.
 - b. In the event that the Superintendent determines no preference among eligible teachers to be involuntarily transferred, the teacher with the least seniority, as defined in Article VI., E., Reduction in Force, will be transferred.
 - c. Prior to a teacher receiving notice of an involuntary transfer, the Superintendent/Designee shall meet with the affected teacher to discuss the rationale for the transfer and consider the teacher's assignment preferences.

- d. Prior to any involuntary transfers, the Superintendent/designee will provide an opportunity to the WGEA President to discuss the circumstances related to the involuntary transfers.
- e. Prior to a teacher starting the new assignment, the Superintendent/designee shall meet with the reassigned teacher and offer the teacher resources and/or training necessary to fulfill the new assignment. Such support will be at district expense and agreed upon by the district.
- f. The teacher and Association President shall be notified of the involuntary transfer prior to any public notice.
- g. Except under extenuating circumstances, involuntary transfers shall be for the following school year and members of the bargaining unit shall be given at least thirty (30) days advance written notice of transfer.

Voluntary Transfers

- a. A member of the bargaining unit may request a transfer, in writing to the Superintendent with a copy to the principal. A request for transfer does not guarantee that such a transfer will be made. All requests for transfer not granted shall be provided a reason(s) for not being granted. All bargaining unit members who requests a transfer shall be notified in writing when the position(s) request is filled.
- b. Teachers are encouraged to discuss transfers with the principal, appropriate supervisor, or the Superintendent.

C. ASSIGNMENT

By the last teacher contracted day of each year, the administration shall notify, in writing, each teacher of his/her assignment to a specific area for the ensuing school year.

- 1. Except under extenuating circumstances, members of the bargaining unit shall be given at least twenty (20) days advance written notice of change of assignment.

D. SENIORITY

Unless otherwise stated, seniority shall be defined throughout this Contract as stated in the Reduction in Force section herein.

E. SCHOOL CALENDAR

The school calendar will be developed by a committee composed of up to five (5) WGEA members appointed by the WGEA President and up to five (5) administrators. The committee shall convene to develop the school calendar. The

committee shall submit the calendar proposals to the membership for a vote. The selected and other designed calendars will be sent to the Board for consideration. The Board shall approve the calendar no later than March. The approved calendar shall be sent by email to all members, thereafter.

F. POST-SECONDARY ENROLLMENT

The determination of student eligibility for post secondary enrollment will be restricted as much as allowable under Ohio Revised Code mandates.

G. WEST GEAUGA PROFESSIONAL DEVELOPMENT COMMITTEE

The West Geauga Professional Development Committee, in compliance with Ohio Revised Code 3319.22, shall be composed of eleven (11) members - eight (8) WGEA member representatives and three (3) administrators. The WGEA member representatives shall be elected by the Association members within each respective building. The administrators shall be appointed by the Superintendent.

1. Terms on the WGPDC shall be determined by the WGPDC with approval by the Association. Vacancies occurring during a term shall be filled by the appointing authority.
2. There shall be a process to appeal WGPDC decisions. This process will be outlined in the WGPDC policies, procedures, and guidelines document.
3. The WGPDC shall determine the time, place, and dates of its meetings.
4. Expenses of the WGPDC shall be borne by the Board up to an annual cap of \$17,500.00, which includes stipends, costs for release time, chairperson stipend, and professional development workshops. The budget and expenditures will be approved by the Superintendent. Denial of any budget or individual expenditure shall not be arbitrary or capricious. Release time will be provided for a maximum of eight (8) meetings during the school year. A maximum of four (4) meetings can be held outside of the school day or school year. Each teacher committee member who attends one of these four (4) meetings will be provided a stipend of \$150.00 per meeting. Attendance at related professional development workshops and/or training shall be provided for WGPDC members as deemed necessary to perform their duties.
5. No action of the WGPDC shall bind the Board or Association in any manner that may be contrary to any provisions of this Contract.
6. Members of the WGPDC shall be indemnified for actions related to the proper performance of their duties as members of the WGPDC.
7. The chairperson shall be elected by a majority of the WGPDC.
8. The chairperson shall receive a stipend of \$1,500.00 annually.

9. Secretarial help will be provided to the committee from within the current central office staff.

H. JOB SHARE

Two (2) teachers may submit a request to the Superintendent to share one (1) full-time position. The Superintendent may approve the request subject to the following conditions:

1. Denial of a job share request shall not be arbitrary, capricious, or discriminatory and it shall not be subject to the grievance process.
2. Teachers must be fully certificated and/or licensed for the position to be shared.
3. Teachers wishing to share a full-time position must indicate the same in writing to the Building Principal and the Superintendent by May 1.
4. Each teacher sharing the full-time position will be hired as a half-time teacher.
 - a. Each teacher will be required to pay the half-time percentage amount for insurance if they opt to use the District's insurance policies.
 1. The Board's total cost for benefits for both teachers will not exceed the cost of one (1) Family insurance plan.
 - b. Each teacher will be entitled to one and one-half (1.5) personal days.
 - c. Each teacher will be entitled to one and one-half (1.5) professional days.
 - d. Each teacher will accrue sick leave at a rate of 0.625 days per month.
 - e. Each teacher will earn 0.500 seniority credit for the year.
5. Each teacher sharing the full-time position will teach one-half (0.5) day as determined in Article VI., Y., (e.g. the first 230 minutes of the designated teacher work day or the last 230 minutes of the designated teacher work day at the high school and middle school; the first 223 minutes of the designated teacher work day or the last 223 minutes of the designated teacher work day at the elementary buildings).
 - a. Staff meetings, committee work, and related activities will be divided equally between participants in the job share arrangement.
 - b. The teacher working the first half (0.5) of the day will attend all

before-school meetings that are required for all full-time teachers, and the teacher working the second half (0.5) of the day will attend all after-school meetings that are required for all full-time teachers.

- c. It is the responsibility of each job share participant to fully-inform their counterpart, in a timely manner, of information disseminated during before-school and after-school meetings.
 - d. When feasible, mutual planning time will be scheduled for job share participants (e.g. at the end of the morning schedule and beginning of the afternoon schedule)
 - e. If a substitute is needed for one (1) of the teachers in the shared position, the other teacher agrees to work for the full day at the teacher's per diem rate, provided no other substitute could be found. Exceptions include last-minute notice or other extenuating circumstances that will be handled on a case-by-case basis.
6. Each teacher sharing the full-time position will be fully responsible for all teaching duties of said position (including, but not limited to, lesson planning, preparation of classroom materials, parent communications, record keeping, grading and grade reporting, etc.)
7. Each teacher sharing the full-time position will be scheduled for performance review according to current building policy.
8. A long-term substitute will be hired to fill the full-time position of one (1) of the two (2) teachers in the shared position. Determination of placement will be made by the Superintendent.
- a. At the end of the year in a shared position, both teachers will return to the full-time positions held prior to the job share, if said positions still exist. If said positions do not exist, each teacher will be assigned to a position for which they are certificated and/or licensed.
9. Prior to April 30 of the year of the job share arrangement, participants will meet with the Superintendent and Building Principal to evaluate the arrangement. Participants may request that the job share continue for the subsequent school year pursuant to the provisions set forth above.

I. MASTER TEACHER COMMITTEE

The Master Teacher Committee, in compliance with the regulations of the Ohio Department of Education, shall be composed of five (5) members – four (4) WGEA member representatives and one (1) administrator. The WGEA member representatives shall be elected by the Association members. The administrator shall be appointed by the Superintendent.

1. Terms on the Master Teacher Committee shall be three (3) years (July 1 to June 30). Vacancies occurring during a term shall be filled by the appointing authority.
2. There shall be a process to appeal Master Teacher Committee decisions. This process will be outlined in the Master Teacher Committee policies, procedures, and guidelines document.
3. The Master Teacher Committee shall determine the time, place, and dates of its meetings.
4. Expenses of the Master Teacher Committee shall be borne by the Board and will be included as part of the annual cap of costs associated with Article VI, AC., 4., Expenses will include stipends, costs for release time, chairperson stipend and professional development workshops. The budget and expenditures will be approved by the Superintendent. Denial of any budget or individual expenditure shall not be arbitrary or capricious. Release time will be provided for a maximum of five (5) meetings during the school year. A maximum of one (1) meeting can be held outside of the school day or school year. Meetings will only be held if needed. Each teacher committee member who attends the meeting that is held outside of the school year will be provided a stipend of fifty dollars (\$50.00). Attendance at related professional development workshops and/or training shall be provided for Master Teacher Committee members as deemed necessary to perform their duties.
5. No action of the Master Teacher Committee shall bind the Board or Association in any manner that may be contrary to any provisions of this Contract.
6. Members of the Master Teacher Committee shall be indemnified for actions related to the proper performance of their duties as members of the Master Teacher Committee.
7. The chairperson shall be elected by a majority of the Master Teacher Committee.
8. Any bargaining unit member elected as chairperson shall receive a stipend of two hundred fifty dollars (\$250.00) annually.
9. Secretarial help will be provided to the committee from within the current central office staff.

ARTICLE VII - WORK DAY/WORK YEAR

A. SCHOOL DAY

The normal school day at the high school shall not exceed seven (7) hours, forty (40) minutes; the normal school day at the middle school shall not exceed seven (7) hours, forty (40) minutes; and the normal school day at the elementary school(s) shall not exceed seven (7) hours, twenty-five (25) minutes.

1. Lunch – The school day shall include a daily minimum thirty (30) minute duty-free, uninterrupted lunch period.
2. Planning Periods – The high school and middle school day (6-12) shall include at least one (1) planning period of forty (40) minutes or one (1) class period whichever is longer. The regular 5-day work week at the elementary schools shall include: a) 240 minutes of uninterrupted planning time in daily increments of at least 30 minutes during the student portion of the work day; b) a maximum of 45 minutes of principal-directed teacher-based-team activities and 45 minutes of principal facilitated collaboration time; and c) duty coverage; if assigned shall be equitably rotated among available staff. No teachers shall be assigned lunch duty (beginning July 1, 2021) or recess duty. Specialists shall receive ten (10) days per school year for IEP writing and paperwork. The Intervention Specialists shall have flexibility in scheduling the days, and these days shall be approved by the building principal at least three (3) days in advance.
 - a. Such planning periods may be of greater length and more planning periods may be provided on any given day at the discretion of the administration.
 - b. Such planning periods, no matter the length, shall be uninterrupted. for at least the minimum times expressed in Article VII, A., 2., above.
 - c. The total amount of planning time shall be comparable for all teachers at the middle school and high school. The total amount of planning time shall be comparable for all teachers at Lindsey and Westwood elementary buildings.
 - d. The administration may assign a regular teacher to cover a class under the following circumstances on a rotating basis:
 - a) where no teacher volunteers for the coverage;
 - b) in the event a teacher's class must be covered in an emergency.The teacher shall be paid the class coverage rate established in Article XIV, Q.
 - e. A teacher shall also be paid the class coverage rate if a planning

period is lost to supervise students or attend a mandatory meeting, IEP, IAT, or other administrative directed meeting.

3. Teachers traveling between buildings will be provided appropriate time as follows: thirty (30) minutes between Westwood and Lindsey; 30 minutes between Lindsey/Westwood and MS/HS; and 20 minutes between HS and MS.
4. Individualized Education Plan (IEP) Meetings for Special Education Students – Teachers who are asked to and agree to attend IEP meetings that must occur outside the scheduled work day, will be compensated at the Classroom Coverage by Teachers rate in Article XIV, Q., of this Contract, rounded to the next quarter hour. Classroom coverage shall be provided to teachers who attend IEP/IAT meetings during scheduled class periods.
5. Leaving the Building – Upon notifying the building principal and/or designee, a teacher may leave the building during his/her lunch period and at other times during the school day.
6. Student Contact Time – A teacher's student contact time (teaching and supervisory) shall not exceed on a daily basis five (5) hours, fifty (50) minutes at the secondary level nor six (6) hours, twenty-five (25) minutes at the elementary level.
7. Preparations – A good faith effort will be made to limit the number of preparations per teacher at the secondary level, if more than three preparations are assigned, the teacher shall receive written reasons and an attempt will be made to find a resolution.
8. Classroom Safety – A good faith effort will be made to assign an appropriate number of students to the available workstations in labs and other special classrooms (e.g., science labs, Technology Education, Family and Consumer Science labs, art labs).
9. Class Size - A good faith effort will be made to balance the number of special education students to regular education students in each classroom at each grade level or subject area as appropriate. A good faith effort will be made to keep class size at twenty five (25) or below at the elementary level.
10. Student/teacher ratio in study hall or supervision for Professional Learning Communities shall not exceed 40:1.
11. The Medical Assistant, LPN and RN shall be contracted to work a full school day.

B. SCHOOL YEAR

1. The school year shall consist of one hundred eighty-four (184) days. Up to one hundred eighty-one (181) but no less than one hundred eighty (180) days shall be designated as instruction days. The last work day shall be designated as teacher report day, and up to two and one half (2.5) but not less than two (2) days shall be designated as professional in-service days, one of which shall be the first workday of the contract year, and one to be scheduled as agreed by the Board and Association. The remaining half (0.5) day shall be designated as an additional teacher report day. The remaining half (0.5) professional in-service day will be scheduled on the same day as the half (0.5) teacher report day and will occur between semesters. The Board and the Association agree that NEOEA Day will not be a paid day, and school will not be in session on this day.
2. It is recognized that the 184 day school year is in excess of the minimum contact hours mandated by the State of Ohio. Therefore, the first eight (8) calamity days shall not be made up, calamity day nine (9) and ten (10) shall be deemed teacher professional development days.
3. a. The Board shall provide guidance counselors an additional ten (10) workdays divided between the end of the school year and beginning of the school year paid at the per diem rate.
b. The Board shall provide an additional five (5) extended workdays either before or at the end of the school year to the RN, LPN, and MA. The days to be worked will be determined by the RN.
4. At the Superintendent's discretion additional per diem days during the summer can be approved for bargaining unit members.
5. Night Activities – All teachers shall be required to work only one Open House per school year.
6. New Teacher Orientation – All teachers new to the West Geauga Local School District who are in attendance at New Teacher Orientation shall be paid at a daily rate equal to 0.006 of the current B.A. base salary.

C. STAFF MEETINGS

1. Elementary Staff Meetings – Elementary teachers may be required to attend up to one (1) staff meeting per semester that may extend before or after the normal teacher workday. The length of each meeting is not to exceed one hour duration. Staff meetings shall not be used for Professional Development.
2. Each building may establish a site-based steering team, for the limited purpose of determining whether additional staff meetings are necessary or beneficial to the operation of the building. Such additional meetings may extend before and/or after the normal workday, and may be in addition to the contractual restrictions contained above.

3. High School and Middle School teachers may be required to attend one staff meeting per semester that will extend one hour beyond the workday. Staff meetings shall not be used for Professional Development.
4. Teachers may be required to attend one staff meeting per month following student dismissal during the contracted work day.
5. Steering/Department Head/Team Leader Meetings. Such meetings may be held once per month during the contractual school year and may not exceed one (1) hour in duration.

ARTICLE VIII - REDUCTION IN FORCE

If the Board determines that it is necessary to reduce the size of the teaching staff as a result of decreased enrollment, suspension of schools, territorial changes affecting the district, changes in curriculum, changes in use of instructional personnel, financial reasons, or other reasons provided for by statute, reduction will be made in accordance with the Ohio Revised Code, Section 3319.17. Prior to a Reduction in Force the Superintendent will provide an opportunity to meet with the WGEA President to present and discuss the relevant circumstances and implicated CBA provisions in connection with the impending RIF. The meeting will provide an opportunity to review relevant teacher assignment preferences. Such discussion shall not prevent the WGEA or an affected member from filing a grievance pursuant to the CBA.

A. GENERAL PROCEDURES

1. In the event of a necessary reduction in number of certificated and/or licensed staff, the number of persons affected will be kept to a minimum by not employing replacements insofar as practicable for teachers who resign or retire or whose limited contracts are not renewed or terminated for cause. Preference for retention shall be given first to teachers with continuing contracts and second to teachers with limited contracts. Seniority within each category of teachers and comparable evaluations shall be followed.
2. Reduction not achieved by attrition shall be accomplished first by laying off teachers who do not have continuing contracts through suspension of contracts, and second, if necessary, by suspending continuing contracts.
3. The Board shall proceed to suspend contracts in accordance with the recommendation of the superintendent of schools who shall, within each teaching field affected, give preference to teachers on continuing contracts. The Board shall not give preference to any bargaining unit member based on seniority, except when making a decision between bargaining unit members who have comparable evaluations.
4. The order of reduction in both groups of limited and continuing contract personnel shall be determined by their performance as indicated on their evaluations. If the evaluation of more than one teacher is comparable, the least senior of that group shall be reduced first. To determine the comparable evaluations the most recent three (3) years of evaluations shall be used.
 - a. For the purposes of Reductions in Force, teachers will be assigned a numerical rating based on his/her final summative rating for each year of the preceding three (3) evaluations years using the following values:
 1. Accomplished = 5 points
 2. Skilled = 4 points
 3. Developing = 2 points
 4. Ineffective = 0 points

b. As set forth below in Subsection 7, for any year in which a Teacher has not been assigned a final summative rating within the three (3) year period, the teacher's final summative rating for the preceding year shall be used.

c. Teachers will be grouped using their cumulative numerical rating as follows:

Group A: 12 or more points

Group B: 7-11 points

Group C: 4-6 points

Group D: 3 or less points

d. Teachers within each group will be deemed to have comparable evaluations for the purposes of this Article.

e. Reduction in Force will be administered in the following order for Limited Contracts and then Continuing Contracts and will be made by seniority in each group:

1) Group D

2) Group C

3) Group B

4) Group A

f. Example: Where a teacher is rated Accomplished for two (2) years and Skilled for one (1) year, the group to which a teacher would be assigned for comparable evaluations would be computed as follows:

- Accomplished (5) + Accomplished (5) + Skilled (4) = 14
- This teacher is assigned to Group A for determining comparable evaluations.

g. Where only one (1) evaluation is available, the group would be determined by multiplying the teacher numerical rating by three (3).

Example:

A teacher rated skilled would be assigned to a group as follows: Skilled (4) x 3 = 12. The teacher would be assigned to Group A for determining comparable evaluations.

h. Where only two (2) evaluations are available, the ratings for both years would be added, and the result would be multiplied by 1.5 to determine the numerical rating.

Example:

A teacher with two (2) years of evaluations with both evaluation ratings as "Developing": The comparable group would be computed

as follows: Developing (2) + Developing (2) = 4, then $4 \times 1.5 = 6$. The comparable group assigned would be Group B.

- i. Where there are no evaluations available (e.g. first year teacher, leave of absence) the teacher's rating is 0.
5. Prior to a Reduction in Force, the administration and WGEA shall review the current seniority list for accuracy. The seniority list shall include the employee name, years of service in the district, areas of licensure/certification, and contract status (limited or continuing) in descending order from most to least senior.
6. On a case-by-case basis, in lieu of suspending a contract in whole, the Board may suspend a contract in part, so that a bargaining unit member is required to work a percentage of the time that s/he otherwise is required to work under the contract and receives a commensurate percentage of the full compensation the bargaining unit member otherwise would receive under the contract.
7. Bumping procedures shall be used to determine and ensure that the least senior person in the comparable group is reduced. Bumping shall be defined as a teacher with more district seniority taking the position of a teacher with less district seniority. A teacher may bump when s/he otherwise loses his/her position due to a reduction in force. A teacher may only bump into areas in which s/he is certified/licensed. OTES/OSCES teachers may bump into their comparable category or below or a less senior non-OTES/OSCES member. Non-OTES/OSCES teachers may bump the least senior teacher in their area of certification/licensure.

B. SENIORITY LISTS

Posting of the Seniority List – The Board shall prepare and post on the bulletin boards in the faculty lounges, a seniority list in two (2) formats, one indicating the first day worked relating to the most recent continuous service, the level of certification/license, the area(s) of certification/license, and the years of seniority for each employee and the second shall include the employee's name, years of service, areas of licensure, and contract status (continuing or limited) in descending order as listed below, in October and November of each work year. The President of the Association shall be provided with a copy of the seniority list prior to posting.

1. The names of employees on the seniority list shall appear in seniority rank order within areas of certification/ licensure with the name of the most senior employee appearing at the top of the list and the name of the least senior employee appearing at the bottom of the list.
2. The names of employees who are certified/licensed in more than one (1) area shall be included on the listing for all areas of certification/licensure.
 - a. All teachers with continuing contracts shall be placed on a seniority list(s) within their area(s) of certification/licensure.

- b. Teachers with limited contracts will be placed on the seniority list(s) according to the area(s) in which they are certified/licensed.
 3. Seniority shall be determined by the length of continuing service in the district under a teacher's contract. Length of continuing service shall be deemed to begin with the effective date of employment set forth in the earliest contract.
 - a. Required military service shall not be considered an interruption in service.
 - b. Unpaid leaves of absence granted by the Board shall not be counted toward seniority; however, length of continuing service shall continue to accumulate when the teacher returns to service.
 - c. "Contract" as used in Article VI, F., 3., above shall mean only a limited or continuing contract with the Board, not substitute or supplemental contracts.
 4. A full year's seniority will be calculated based on one hundred and twenty (120) days or as a decimal fraction of full year's service based on the actual number of days of active duty (including all days of paid leave approved by Board policy) divided by the number of scheduled days of that school year, i.e., a teacher with 120 days of active duty in a 184 day school year would receive 0.652 year of seniority credit.
 - a. For purposes of determining seniority credit for those teachers who are or have been scheduled to work less than a full day, the proration rate for seniority credit shall be calculated as the ratio of hours actually worked or paid for during the school year by such employee to the hours which would be worked during the school year by a full-time salaried teacher in the same role. Such calculation shall be done to the nearest tenth of an hour based upon the normal school day for high school teachers, middle school teachers and elementary school teachers as defined by Article VI, Y., of the contract. Additionally, such calculation shall be based on a school year of 184 days.
 - b. Proration of seniority shall be effective September 1, 1982. Prior to that date, seniority shall be determined by the teacher's length of continuous service irrespective of full or part-time status.
 5. The seniority list will be published by October 1st of each school year. Any corrections of this list shall be indicated in writing to the Superintendent by October 15th. A corrected and final list will be published by November 30. Appeals regarding questions of seniority must be made in writing to the Superintendent by December 15th.
 6. In the event two (2) or more teachers have the same length of continuing service, then seniority for purposes of suspension of contract and recall will be determined by the following considerations in order of priority:

- a. Higher level of certification (i.e. permanent, professional, provisional), and/or licensure (i.e. 5-year professional, lead professional educator, senior professional educator, professional educator, 2-year provisional, resident educator).
 - b. Length of previous service under contract in the district.
 - c. Date of Board approval of hire.
 - d. Date of Application for full time employment.
 - e. Toss of coin by Superintendent in the presence of the teachers involved.
7. The Association president shall be notified by the Superintendent of a potential reduction in force no later than March 1.
 8. The affected staff shall be notified by the Superintendent in writing by April 30th that his/her position is being reduced and the reasons for the reduction.

C. RECALL OF STAFF

1. Teachers whose continuing contracts are suspended shall be placed on a recall list and shall have first priority in recall and shall be recalled in order of greater seniority by comparable group, (Article VIII, 1., d., and 4.) to fill vacancies that occur any in any teaching field for which they are certificated and/or licensed.
2. Teachers whose limited contracts are suspended pursuant to this policy shall be placed on a recall list for a period of two contract years and shall be recalled in order of greater seniority by comparable group, (Article VIII, 1., d.), to fill vacancies that occur in any teaching field(s) for which they are certified/licensed.
3. A current copy of the recall list shall be given to each building principal and to the Association President by June 1st. Information regarding changes in the list can be obtained from the Superintendent at any time.
4. Teachers recalled to active employment status shall be placed on the salary schedule at the step and level based upon their experience and training and shall have the seniority and accumulated sick leave that they held at the time of the effective date that their teacher's contract was suspended.
5. A teacher shall have ten (10) days, excluding Saturdays, Sundays, and holidays, from the date of receipt of notification of the recall to indicate his/her intent to accept or reject recall; otherwise such teacher shall lose all rights to be recalled. Said

written notice shall be sent to the teacher by certified letter, return receipt requested, addressed to the teacher's last known address. It shall be the responsibility of the teacher to notify the Board of any change in address, whether temporary or permanent.

6. The rights of a suspended teacher shall be forfeited by the teacher should he or she (a) waive his or her recall rights in writing; (b) fail to accept recall, except as provided in Item Article VI, G., 7., below; (c) fail to keep certification/ licensure current.
7.
 - a. A teacher may decline recall if he/she is recalled to employment during the school year or after July 10th but is under contract to another school district and cannot obtain release from that contract. A teacher has the right to decline recall once for this reason. This decline of recall shall be in writing, signed by the teacher, and shall indicate the position and school year which are the subject of the recall. The administrative head refusing to release the teacher shall be asked to verify the reasons. In the event that a vacancy(ies) becomes available that offers less employment than the teacher had at the time of suspension, he or she has the right to decline recall without jeopardizing any rights.
 - b. Teachers on layoff status will be given preferential consideration as long term substitutes or part-time teachers. However, acceptance or rejection of such employment shall not disqualify that teacher from placement or continued placement on the Reduction in Force list.
8. Teachers who were formerly employed in full-time teaching positions and are recalled to less than full-time positions shall be offered the opportunity to fill full-time vacancies (or) vacancies offering work which provides greater employment time than their existing position with preference being provided in accordance with greater seniority.
9. Teachers hired to replace other teachers who are on leave for a year or less are not subject to recall provisions and will be non-renewed.
10. Any teacher who has qualified for tenure shall receive a continuing contract upon recall.

ARTICLE IX – TEACHER RIGHTS AND RESPONSIBILITIES

A. NONDISCRIMINATION

The Board and the Association agree that neither party shall discriminate against each other or against any teacher on the basis of race, color, creed, sex, age, sexual orientation or religion as applied to the terms of this Contract.

B. WORK ENVIRONMENT

Every member of the bargaining unit shall, in a timely manner, call to the attention of the administration any unsafe/unsanitary condition within the work environment. Upon notice from the member of the bargaining unit, the administration shall have the responsibility of taking the appropriate action.

C. ELEMENTARY SPECIALIST SUBSTITUTES

A good faith effort will be made by the administration to secure elementary specialist substitutes for absent elementary specialists.

D. STUDENT TEACHERS

No member of the bargaining unit shall be required to place a student teacher or observing college student in his/her assignment.

E. NON-TEACHING DUTIES

Administrators shall make a good faith effort to assign teachers equitable non-teaching duties.

F. LESSON PLANS

Requirements for the completion and submission of lesson plans shall be uniform and reasonable for all teachers on a building-by-building basis. A current contingency plan for substitutes shall be made available on a daily basis.

G. STUDENT GRADES

Each student's grades shall be assigned in accordance with state law. However, if a student's grade is changed against the teacher's recommendation, either due to the student dropping the course to avoid an earned grade or for any other reason, the teacher will be notified in writing by their supervisor within a reasonable period of time with specific information given as to the reason for the grade change and by whom the change was made.

H. PERSONNEL FILES

1. Maintenance – An official personnel file shall be maintained for all teachers in accordance with Ohio law.
2. Records – The following records must be provided to the administration by all members of the bargaining unit for the personnel file, within one (1) month of appointment.
 - a. A complete transcript of college credits.
 - b. A copy of each teaching certificate held.
 - c. A copy of discharge papers from the armed services of the United States, if available.
 - d. Teacher withholding exemption certificates.
 - e. State Teachers Retirement System membership information, if available.
 - f. Any other records required by law, the Superintendent, or the Board.
 - g. No records to which the public has access shall display the teacher's address and social security number. Upon written request, the teacher's telephone number will not be released as a public record.
3. Examination of File – A member of the bargaining unit may examine his/her personnel file upon request and upon the availability of the Superintendent or designee and shall be entitled to one (1) copy of any document contained therein excepting confidential letters of recommendation. Additional copies will be provided at the teacher's cost.
4. Reply to Filed Information – A member of the bargaining unit shall be entitled to attach a reply to any document contained in the file.
5. Prohibition Against Anonymous Information – No anonymous letter, report, or communication shall be included in the teacher's personnel file.
6. Filing of Evaluations – All final evaluations, including those for supplementals, if completed, will be included in each teacher's personnel file.
7. Removal of Disciplinary Items – An employee with a disciplinary record may, after two (2) years from the date of the incident or date of discipline,

whichever is earlier, apply to the Superintendent, in writing, to have the disciplinary incident removed from his/her personnel file. The Superintendent shall have the sole discretion in determining whether the requested material is removed and such decision by the Superintendent is not grievable. A teacher may renew a request for removal every six (6) months.

8. No reference shall be made to whether a bargaining unit member is a Highly Qualified Teacher under Elementary and Secondary Education Act of 2002, or subsequent reauthorizations thereof, in any bargaining unit member's evaluation.
9. No bargaining unit member's evaluation shall be based solely on student performance on national or state mandated tests.

I. COMPLAINTS AGAINST TEACHERS

Prior to any administrative action based primarily on a complaint by a non-employee of the Board, the member of the bargaining unit affected shall be informed as to the nature of the complaint and shall have the right to participate in attempts to resolve the complaint. All complaints shall be directed to the teacher as the first level to resolve the issue. Anonymous complaints shall not result in discipline except as required by law.

J. PARENT-TEACHER CONFERENCES

As condition of employment, teachers are expected to participate in parent-teacher conferences that are not included in the formal parent-teacher conference program and that are outside the normal workday. For formal parent-teacher conferences on the school calendar that are conducted outside the normal work day, comparable release time shall be granted. Each three (3) hour parent-teacher conference will be compensated at one-half (1/2) day release time.

K. BOMB THREATS

No member of the bargaining unit shall be requested to participate in search for a bomb in the event of a bomb threat. All members shall be trained on the school safety plan.

L. STUDENT MEDICAL ASSISTANCE

Members of the bargaining unit, other than school nurses who hold valid nursing licenses, shall not be required to administer medicine to students, nor provide assistance in any medical treatment, nor help with bodily functions.

M. CRIMINAL RECORDS INVESTIGATIONS CHECK

It is acknowledged by the Association that the Board may employ individuals prior to receipt of a Criminal Records Investigation Report, as required by Ohio Revised Code. It is expressly agreed between the Board and the Association that the Board may discharge any employee who is employed prior to receipt of the Criminal Records check, if the subsequent Criminal Records check contains a report of any of the offenses outlined in Ohio Revised Code which prohibit, by law, the Board from employing the individual.

1. If any such discharge of an employee must occur, the mandates of R.C. 3319.16 and R. C. 3319.161 (Termination Statutes) shall not be required.

N. NO SMOKING REGULATIONS

The Board prohibits the use of tobacco by staff members in all school buildings, on all school grounds, in all school vehicles and buses, and in all other vehicles located on school grounds.

O. ACCEPTANCE OF CHILDREN OF BARGAINING UNIT MEMBERS

Members may enroll their child(ren) in West Geauga Local School District at the beginning of any school year at no tuition cost. Employees will complete open enrollment paperwork set forth in Board policy, if applicable.

P. STAFF DISCIPLINE

All formal disciplinary actions imposed upon bargaining unit members, must be for good and just cause and are subject to the grievance and arbitration procedures stated in Article III of the Contract. In the case of contract terminations, with or without suspension, the provisions and procedures specified in Ohio Revised Code, sections 3319.16 and 3319.161 will be followed.

1. All staff discipline will be done in private. A bargaining unit member may have an Association representative of their choice present at any meeting involving discipline or for the purpose of obtaining factual information that could lead to discipline.

Q. OUTSIDE PROVIDERS

1. No bargaining unit member shall be required to supply instructional materials to a for-profit outside provider of educational services.

2. Online classes shall not be utilized by the Board for instructional purposes until the Board and the WGEA bargain to agreement the parameters of such a program. In all cases a member of the bargaining unit will be designated as the teacher of record and responsible for instruction. Until such bargaining occurs online courses shall not displace teachers and shall be used for credit recovery only.

R. TEST ADMINISTRATION

The district will comply with all required test administration and security procedures for all state mandated tests as established by the Ohio Department of Education. This includes providing training in test administration and security procedures to all appropriate teachers prior to the mandated test administration period(s).

S. PARENTS IN BUILDINGS

Although we welcome the participation of parents in the educational process, those electing to observe classrooms must provide twenty-four (24) hour notice in writing to the administration and classroom teacher.

T. ONLINE TRAINING

The Board shall allocate time (equal to or greater than suggested time requirements) to complete online training.

ARTICLE X- LEAVE PROVISIONS

A. PERSONAL LEAVE

1. The Superintendent shall allow absence of up to three (3) personal leave days for members of the bargaining unit. No reasons shall be given. A maximum of 10% of members in each building may utilize personal leave on a given day. The Superintendent may grant additional members above the 10% personal leave if he/she believes it is warranted or in emergency circumstances. The Superintendent may grant additional days with or without pay if he believes it is warranted or in emergency circumstances.
2. Personal leave is not cumulative. Requests for personal leave will be entered into the electronic system at least three (3) days prior to the leave except in the case of an emergency. Any personal leave time not used by the end of the employee's contract year shall be converted to sick leave time.
3. Personal leave shall not be used for the following:
 - a. Seeking other employment unless approved by the Superintendent.
4. All personal leave requests will be processed through the electronic system.
5. Personal leave knowingly utilized in violation of this policy shall be considered as insubordination as defined by O.R.C. 3319.16 and shall result in appropriate disciplinary action up to and including contract termination.

B. SICK LEAVE

1. Entitlement to Sick Leave
 - a. Teachers may use sick leave for absences due to illness, pregnancy, injury, exposure to contagious disease, and to illness or death in the teacher's immediate family.
 - b. Immediate family for other than death, shall be interpreted to include the teacher's father, mother, husband, wife, siblings, child/step child/grandchild, mother-in-law and father-in-law, grandparent or any member of the household. Immediate family for death shall also include grandparents, grandchildren and in-laws: mother, father, brother, sister, son, daughter, and grandparents.

2. Accrual of Sick Leave – Full-time teachers shall accrue to their credit sick leave days at a rate of one and one-quarter (1-1/4) days per month for each year under contract.
3. Transfer of Accumulated Sick Leave – A teacher who comes from another public agency in Ohio shall be permitted to transfer the amount of his/her accumulated sick leave from that agency up to the maximum of the accumulated sick leave permitted at West Geauga Schools.
4. Sick Leave Advance – Each teacher shall be advanced five (5) days of sick leave in the event that the teacher's accumulated balance reaches zero. Such advance may occur more than once during a contract year, subject to the following:
 - a. The teacher must have the ability to earn the advanced sick leave prior to the expiration of the contract year (earned at a rate of 1-1/4 days per month for full-time teachers).
 - b. The normal procedure for repaying the advanced sick leave is to utilize earned sick leave immediately earned after the advance. However, in the event that a teacher needs additional sick leave after the advanced five (5) days, days will be authorized provided that the teacher can contractually repay both the five (5) days advanced leave and other days from earned sick leave.
 - c. In the event that a teacher leaves during the contract year with a negative sick leave balance as a result of advanced or authorized sick leave days, the Board is authorized to adjust any compensation owed to the teacher in order to receive reimbursement for the sick leave days. In the event that a contract year ends with a negative sick leave balance, the Board is authorized to adjust any compensation owed to the teacher in order to receive reimbursement for the sick leave days.
5. Sick Leave Accumulation – Accumulation of sick leave credit shall be at three hundred fifteen (315) days maximum. effective with the 2010-2011 school year

6. Sick Leave Bank

- a. A sick leave bank will be created, to be administered by the Association. In order to be eligible to receive days from the bank, a teacher must donate two (2) days to the sick leave bank. Donations of days shall occur again whenever the bank falls below seventy-five (75) days and must be in writing. The maximum days that may be utilized from the bank in any school year shall not exceed three hundred (300).
- b. Eligible recipients must be teachers who are about to exhaust their sick leave. Application for use of days from the sick leave bank shall be made in writing. Days shall be awarded for catastrophic illness or injuries of the teacher or his/her immediate family.
- c. The Treasurer must receive written notification from the Association identifying the recipient and number of days to be awarded prior to a teacher utilizing donated sick leave.

C. ASSAULT LEAVE

1. Any member of the bargaining unit who is absent from work due to a disability resulting from an assault which occurred in the course of or as a result of Board employment shall be maintained on full pay status during the period of his/her absence up to a maximum of thirty (30) days per assault. Assault pay shall be reduced by the amount received by that teacher for workers' compensation.
2. To qualify for such leave, the member of the bargaining unit shall (1) provide the Superintendent of medical evidence of incapacity, (2) agree to make a police report of the incident, and (3) cooperate with the authorities in action they bring against the assaulting party.
3. Leave granted under this provision shall not be charged against sick leave earned or earnable.

D. PROFESSIONAL LEAVE

1. Permission to be absent from school for professional purposes without loss of pay shall be granted and approved by the Superintendent and/or designee. Such permission shall be rendered in writing prior to the days of absence.

2. Leaves may be granted for such activities as visitations to other classrooms either in West Geauga or other districts, attendance at professional meetings, speaking engagements for professional or civic organizations, attendance at professional conferences and workshops.
3. Attendance at Professional Conferences or Conventions
 - a. Any member of the bargaining unit wishing to attend any conference, meeting, or convention may be absent for such purpose for a period not to exceed one week [five (5) teaching days] for any one such conference, meeting or convention upon the approval of the Superintendent, if such attendance will be in the interest of the schools, except that leaves for the OEA Representative Assembly Association delegation shall be granted for two (2) duly elected delegates.
 - b. Reimbursement of expenses incurred by the person attending such conference, meeting, or convention shall be made by the Treasurer based upon an established schedule. Maximum expenditure for travel to and from a convention, meeting, or conference will be determined by the round trip coach airfare from Cleveland to Miami, Florida, as of November 1st of each year. A written report of convention activities will be submitted as per guidelines established by the Convention Committee. Conventions shall be confined to the continental United States. No reimbursement for expenses nor report from the teachers shall be required for the OEA Representative Assembly Association delegation.

E. COURT LEAVE

1. Any teacher absent from duty in response to a court subpoena or jury summons only shall receive full pay during this period less any jury duty or witness fee received in excess of the teacher's mileage, meal, and parking expenses for the day(s) in question.
2. Upon return to work a teacher must submit to the District Treasurer an official receipt of remuneration from the court and an accounting of his/her expenses.
3. It is agreed between the Association and the Board that they will follow the Contract, Article VIII, E., Court Leave, and Article VIII, E., 1., which recognizes court subpoenas and jury summons only. The intent of this section applies to court subpoenas and jury summons in which the employee is not a party to a personal lawsuit. In the event a bargaining unit

member is a party to a personal lawsuit that is directly related to their employment, the provisions of Article VIII, E., 1., will be applicable unless:

- a. the bargaining unit member and Board are on opposite sides of litigation (Plaintiff v Defendant) and/or
- b. the bargaining unit member files a civil action against either the Association or Board.

F. PARENTAL LEAVE

Parental leave of absence shall be granted, upon request, to a teacher who becomes pregnant or who becomes a parent by childbirth, adoption or foster care. Said leave shall be an unpaid leave of absence and shall be granted for a full school year or part of the school year in which it is requested. Parental leave may begin at any point in the pregnancy, at or immediately prior to the time of official adoption, or thereafter for up to one (1) year. Upon request of the teacher, parental leave shall be extended for a period of up to one (1) additional school year, provided the request is made in writing to the Superintendent of Schools at least thirty (30) days immediately preceding the first day of the new leave period. Application for a parental leave shall be made in writing to the Superintendent of Schools not later than thirty (30) days prior to the effective date for such leave, and such request shall state the anticipated duration of the leave.

1. Upon the birth of a child a member may elect to take paid sick leave in lieu of unpaid leave. After which, the member may elect to take parental leave as defined in Article VIII, F. On one occasion per school year, adoptive or foster parents may use up to twenty days (20) of accumulated sick leave upon receiving the child, after which unpaid parental leave may be used.
 - a. Illness – The Board is required upon written request of a teacher to grant a leave of absence where illness or other disability is the reason for the request. Such leave may commence when the teacher exhausts his/her sick leave.
 - b. Disability – See Article VIII, G., a., above.
 - c. Education, Professional, or Other Purposes – A leave of absence of one (1) year to coincide with the school year may be granted to a teacher for professional study, advancement, or other purposes. This may be renewed upon approval for one (1) additional year.

G. LEAVE OF ABSENCE

1. A leave of absence is a period of extended absence from duty by a teacher for which written request has been made and formal approval has been granted by the Board. Involuntary leaves are subject to state law.
2. Leave shall not exceed two (2) consecutive years. (Consecutive years means the end of one (1) school year and one (1) additional school year.)
3. All leaves shall be without pay except as otherwise provided by law.
4. Leaves of absence may be granted for the following purposes:
 - a. Illness – The Board is required upon written request of a teacher to grant a leave of absence where illness or other disability is the reason for the request. Such leave may commence when the teacher exhausts his/her sick leave.
 - b. Disability – See Article VIII, G., a., above.
 - c. Education, Professional, or Other Purposes – A leave of absence of one (1) year to coincide with the school year may be granted to a teacher for professional study, advancement, or other purposes. This may be renewed upon approval for one (1) additional year.
 - d. Service in the Armed Forces of the U.S. – Any regular teacher who is conscripted or recalled into the armed services of the United States for service or training shall be granted a military leave.
 1. Upon discharge, he or she shall be reinstated into the school system in accordance with provisions of the law.
 2. His/her contract status shall be that held prior to entering military service with a maximum increment for two (2) years military experience unless the law requires more, providing he/she shall make application for reinstatement not later than ninety (90) days from the date of said release or discharge from military service.

- e. Federal Family and Medical Leave Act of 1993 – Employees who qualify shall be entitled to a leave of absence under the Family and Medical Leave Act of 1993 (FMLA). Such leave shall not limit or lessen the leave provisions of this Agreement. To the extent that provisions of the FMLA are covered by paid leave provisions of this Agreement, the twelve (12) weeks of leave and benefit coverage to which an employee is entitled under the FMLA shall run concurrently with existing paid leave benefits.
- 5. On the expiration date of the leave of absence, the Superintendent is obligated to offer the teacher a position in accordance with the status of his or her certification and/or licensure areas.
- 6. The teacher shall resume the contract status which he or she held prior to the leave of absence.
- 7. A teacher's affiliation with the Board will terminate if the position that is offered is declined, provided it is a position for which the teacher is qualified and certificated and/or licensed.
- 8. At least thirty (30) days prior to the expiration of leave, the teacher will notify the Superintendent in writing of the date of return to work and, if requested, shall provide a written certification by the teacher's treating healthcare professional of the teacher's fitness for duty in cases where leave under this section was needed for illness or disability under subsections 4. a. and 4. b. above.

H. REPRESENTATION/WITNESS LEAVE

Association representative(s) and witness(es) required by the arbitrator shall be granted paid leave to attend grievance arbitration hearings scheduled during workdays. Such leave shall not count against any other leave provided for herein. It is recognized that if a large number of members of the bargaining unit are necessary at an arbitration, said arbitration shall be scheduled at a time other than the school day.

ARTICLE XI – EVALUATION

The parties will form a Committee no later than 2/28/20 to review, discuss, and attempt in good faith to reach consensus and make recommendations to the bargaining teams for any modifications to the teacher evaluation system associated with OTES 2.0 and other evaluation matters. Negotiations regarding Article XI will be held in abeyance.

The Committee will consist of the Superintendent and up to three (3) administrators appointed by the Superintendent and the WGEA President and up to three (3) teachers appointed by the WGEA President.

A. EVALUATION OF TEACHERS/COUNSELORS

The Board and Association acknowledge that the overarching purposes of the evaluation system are to serve as a tool to advance professional development to inform instruction and to assist teachers/counselors and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

Due Process - The evaluation process shall be conducted to protect the legal rights of the teacher.

B. DEFINITION AND APPLICATION

1. “OTES” stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011. “OSCES” stands for the Ohio School Counselor Evaluation System as adopted by the Ohio State Board of Education in 2016.
2. For the purposes of the OTES-related sections of this Article, the evaluation procedure contained herein applies to teachers who spend at least 50% of work time providing content-related student instruction and who work under one of the following:
 - a. a license issued under ORC sections 3319.22, 3319.26, 3319.222 or 3319.226.
 - b. a permanent certificate issued under ORC section 3319.222 as it existed prior to September 2003.
 - c. a permanent certificate issued under ORC section 3319.222 as it existed prior to September 2006.
 - d. a permit issued under ORC section 3319.301.
3. Substitute teachers, long-term substitute teachers and other teachers (bargaining unit members) not meeting the above definition are not subject to evaluation under this policy. Those persons and part time bargaining unit members not meeting the above definition of Teacher will be evaluated under the evaluation procedures contained in Section M., below.
4. The Board shall not evaluate any teacher/counselor who has submitted a notice of retirement by December 1 of the school year.

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

C. NOTIFICATION

Not later than September 15 of each year, or within ten (10) school days from first date of employment in the case of a new teacher/counselor commencing employment during the school year, each teacher/counselor shall be notified in writing/email of the name of their evaluator.

D. DEFINITION OF OBSERVATION AND EVALUATION

1. Except for teachers/counselors under consideration for non-renewal or those on extended limited contracts in accordance with Section K of this Article, an Evaluation shall consist of two pre-observation meetings, two observations, two post-observation meetings, periodic “informal observations” known as walkthroughs, and one summary evaluation meeting (which may be combined with the final post-observation meeting). There shall be one evaluation which must occur by May 1 with a written report by May 10.
2. A teacher’s/counselor’s performance shall be assessed based on criteria set forth in the Evaluation Instrument. All forms utilized in the OTES/OSCES process are found in Appendix A of this Agreement.
3. No teacher/counselor shall be evaluated on his or her work performance except after fair and reasonable observations of the work performance. Additionally, walkthroughs that are deemed a part of this evaluation process must be conducted in accordance with the definition/process set forth in this Article/Section.
4. No audio/visual recordings shall be used in the evaluation process.

E. EVALUATORS

1. The person responsible for assessing a teacher’s performance is the building administrator (principal or assistant principal) employed full time by the district and holding the licenses set forth in O.R.C. §3319.01 or §3319.02.
2. At the Middle and High Schools the same evaluator shall evaluate all employees within a department and the evaluators will alternate each year.

F. OBSERVATIONS

1. Schedule of Observations

Except for those teachers/counselors under consideration for non-renewal or those on extended limited contracts in accordance with Section K of this Article, two (2) formal observations shall be conducted to support each evaluation. A

formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least three (3) weeks, following the post conference, between formal observations for teachers on an improvement plan and at least two (2) weeks, following the post conference, between observations for all other teachers. If after the second formal observation a teacher's performance is found deficient to the extent that adverse personnel action may result, additional observations may be conducted.

2. Pre-Observation Meeting

A pre-observation meeting will be held for each observation between three (3) and one (1) working days prior to the observation in order for the teacher to explain plans and objectives for the class to be observed. The teacher will provide the lesson plan and other pertinent material for the lesson.

3. Post-Observation Conference and Report

A conference will be held with the teacher after each observation within ten (10) working days of the observation, unless the administrator or teacher is absent or another time is mutually agreed to by the teacher and evaluator.

4. Walkthroughs/Informal Observation

a. A walk through is an informal observation and is conducted as follows:

1. Classroom and Counselor walkthroughs shall not disrupt and/or interrupt the learning or counseling environment and will be less than five (5) consecutive minute(s) in duration. Observations of counselors will not be conducted when counselors are engaged in counseling activities with students that require confidentiality.
2. A copy of the walkthrough form including all scripted and/or anecdotal documents relative to the walkthrough will be given to the teacher/counselor within one (1) day of the walkthrough. The same format will be utilized district-wide.
3. There may be up to eight (8) walkthroughs during a formal evaluation year.

b. A teacher may request additional walkthroughs.

c. Walkthroughs shall be conducted by the assigned evaluator.

5. Off -Year Observations

a. Teachers/Counselors with continuing contract status or those on limited contracts with at least four (4) years of employment in the district as a teacher/counselor, who were rated skilled in the most recent evaluation will be formally evaluated every two (2) years and those who were rated accomplished in the most recent evaluation will be evaluated every three (3) years.

- b. In any year in which an employee with continuing contract status or those on limited contracts with at least four (4) years of employment in the District as a Teacher/Counselor will not be formally evaluated, as a result of a previous rating of skilled or accomplished, the assigned evaluator shall conduct one (1) scheduled informal observation of the employee and hold one post-observation conference (at the request of the employee). The visit shall be a maximum of thirty (30) minutes. If requested by the evaluator, the teacher will provide a written lesson plan one day prior to the observation. The post-observation conference shall be in conformance with the provisions of this contract. No additional paperwork shall be required of the teacher/counselor, other than to “pin” the observation into eTPES, if required by the Ohio Department of Education.

G. TEACHERS/COUNSELORS IN FIRST FOUR YEARS OF EMPLOYMENT

All teachers/counselors employed under a limited contract during his/her first four (4) years of employment in the district will be evaluated every year, and such evaluation shall consist of two pre-observation meetings, two formal observations, two post-observation meetings, periodic “informal observations” known as walkthroughs, and one summary evaluation meeting (which may be combined with the final post-observation meeting). There shall be a third observation for teachers/counselors under consideration for non-renewal or employed under an extended limited contract.

H. FINAL WRITTEN EVALUATION

1. All observations will be consolidated into the written report on the Evaluation shall be given to the teacher/counselor, and a conference shall be held between the teacher/counselor and evaluator.
2. The evaluation shall acknowledge the performance strengths of the teacher/counselor evaluated as well as performance deficiencies, if any. The evaluator shall note all the information used to support the conclusions reached in the formal evaluation report. Such information must be accurate and supported. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed (electronically “pinned”) by the teacher/counselor to verify notification to the teacher/counselor that the evaluation will be placed on file, but the signature (electronic pin) should not be construed as evidence that the teacher/counselor agrees with the contents of the evaluation report. Should the report contain improvements needed, they shall be specific, measurable and include specific assistance teacher will be given by administrator.
3. Should a teacher disagree with an Evaluation or Observation, the teacher may file a written response within ten (10) school days of receipt which shall be attached to the evaluation/observation form or the teacher may present to the evaluator additional evidence of accomplishments which will be used to update the evaluation/observation.
4. The evaluation must occur by May 1 with a written report by May 10.

I. IMPROVEMENT PLAN

Teachers who receive a rating of ineffective on the evaluation will be placed on an Improvement Plan and must comply with the Improvement Plan developed by the assigned evaluator. The Improvement Plan shall include specific areas for improvement based upon the *Ohio Standards for the Teaching Profession*.

1. Definitions

- a. Improvement Plan: A clearly articulated assistance program for a teacher/counselor whose performance on key professional indicators has been documented to be ineffective by the evaluator.
- b. Resources: Those monetary, time, material and human resources provided to a teacher/counselor on an Improvement Plan.
- c. Timeline: A minimum of a nine (9) week period of time given to the teacher to meet the requirements, target dates and dates of review of the plan.
- d. Observable Outcomes: Means those data source/indicators of accomplishment: observations, artifacts, conversations by which the success of the Improvement Plan is determined.

2. Improvement Plan

- a. The evaluator, together with the teacher/counselor, will formulate the improvement plan. The teacher/counselor may have representation at all meetings with the evaluator.
- b. The improvement plan, as outlined in this document, details:
 1. Specific performance expectations, resources, timelines for completion of objectives (not less than nine (9) weeks) and assistance to be provided.
 2. The district will provide for the allocation of financial resources to support professional development for staff on improvement plans.
 3. Professional indicators documented as ineffective through the formal evaluation process.

J. PROFESSIONAL GROWTH PLANS

1. By September 30, teachers/counselors with a rating of accomplished or skilled will independently develop a professional growth plan.
2. By September 30, teachers/counselors with a rating of developing will collaboratively develop a professional growth plan with the assigned evaluator.

K. TEACHERS UNDER CONSIDERATION FOR NON-RENEWAL

1. A minimum of three (3) formal observations of each teacher/counselor who is

under consideration for non-renewal or who is working under an extended limited contract shall be performed according to the guidelines set forth in this provision.

2. This section applies to teachers/counselors with five (5) or more years employment experience.
3. The Board of Education shall notify any teacher being considered for non-renewal for the next school year in writing by June 1.

L. STUDENT GROWTH MEASURES FOR TEACHER EVALUATION (OTES)

The District will use shared attribution until the conclusion of the 2019-2020 school year for the student growth measures portion of the Evaluation provided that it remains legal to do so.

M. NON-OTES/OSCES EVALUATIONS

All employees not included in the above evaluation model shall be evaluated with the current evaluation contained below:

1. The parties agree Article XI, of this Contract, R.C. 3319.11 and R.C. 3319.111 shall control the evaluation and non-renewal procedures required to be followed by the administration. Teachers shall be permitted to litigate for violations of R.C. 3319.11 and R.C. 3319.111 or will be permitted to file a grievance alleging statutory violations, but not both.
 - a. In years one through four (1-4) of employment, a teacher's limited contract may be non-renewed pursuant to the provisions of R.C. 3319.11 and R.C. 3319.111.
 - b. In the fifth (5th) year of employment and beyond, a teacher's limited contract shall not be non-renewed except for Just Cause. Just Cause for the purpose of this Article shall be defined as the failure to correct documented deficiencies. This definition does not apply to the meaning for Just Cause as outlined in Article VII, P., Staff Discipline.

ARTICLE XII - RESIDENT EDUCATOR PROGRAM

A. RESIDENT EDUCATOR PROGRAM

1. All teachers with a two-year Provisional License or a four-year Resident Educator License and zero (0) years of teaching experience employed by the West Geauga Local School District are required to participate in an entry-level mentoring program. As part of the entry year program, Mentor will be assigned to provide professional support. All teachers new to the West Geauga Local School District with one (1) or two (2) years of teaching experience will be assigned a Mentor. A Mentor may be assigned to a new teacher with five (5) or more years of teaching experience depending upon the resources available to the district. The Building Principal shall, upon consideration of the recommendations of the Lead Mentor and Superintendent's designee select and assign Mentors from a list of qualified applicants.
2. Mentor Eligibility Criteria – Bargaining unit members must meet the following criteria to be eligible for assignment as a Mentor:
 - a. Have at least three (3) years of teaching experience in the West Geauga Local School District; and
 - b. Have completed a state-approved training program by August 1st of the ensuing school year.
 - c. Teachers who hold a two-year Provisional License, a four-year Resident Educator License, or other comparable temporary teaching credential are not eligible to be Mentors.
3. Mentor Requirements – Bargaining unit members must meet the following requirements:
 - a. Use a state-approved instrument as a professional development instrument, including observations and follow-up meetings with assigned mentee(s);
 - b. Attend a district orientation meeting and up to four (4), regularly-scheduled mentor meetings per year to discuss the mentoring process. Meetings will be called by the Lead Mentor or the Superintendent's designee Mentors may be required to attend up to two (2) additional special meetings as called by the Lead Mentor or Superintendent's designee Meetings shall not exceed two (2) hours in duration; and
 - c. Meet expectations for Mentors as outlined in the current West Geauga Mentor Handbook.

4. Mentors shall not participate in the evaluation of the mentee. No Mentor shall be requested or directed to make any recommendation regarding the continued employment of the teacher. No Mentor shall be requested or directed to divulge information from any written documentation, or confidential mentor/mentee discussions. At the end of each applicable academic year, Mentors will confirm the completion of the entry-level mentoring program activities for teachers who hold a four-year Resident Educator License.
5. Application and Assignment Process – Mentors
 - a. Positions for Mentors shall be posted according to district policy. The same application Mentors will be available in each building. Mentor applications will be via Applitrack.
 - b. Mentors may request the assignment of no more than two (2) mentees year 1 and year 2 resident educators per school year. When possible, no Mentor will be assigned two (2) mentees who are teaching under a Provisional License or Resident Educator License. Mentors may request assignment of two (2) year 3 and 4 resident educators per school year.
 - c. Mentors will be compensated as follows:
 1. Mentors will be paid 0.045 of the base salary for one (1) mentee and an additional 0.0225 of the base salary for each additional mentee teaching under a Provisional License or Resident Educator License per year.
 - d. Mentors will be provided up to four (4) release days per year to perform mentoring duties and up to an additional 2 days per year per mentee to perform mentoring duties if assigned more than one mentee. Days will be scheduled through the building principal. Additional release time may be granted at the Superintendent's discretion.
 - e. The contract for Mentors shall be in effect for one (1) school year. A Mentor may apply for the position in subsequent school years.
6. Lead Mentor Eligibility Criteria – A district Lead Mentor shall be appointed by the Superintendent to coordinate the mentor program. Bargaining unit members must meet the following criteria to be eligible for assignment as a Lead Mentor:
 - a. Have at least five (5) years of teaching experience in the West Geauga Local School District; and
 - b. Have completed a state-approved training program by August 1st of the ensuing school year.

- c. Teachers who hold a 2-year Provisional License, a 4-year Resident Educator License, or other comparable temporary teaching credential are not eligible to be Lead Mentor.
7. Lead Mentor Requirements – Bargaining unit members must meet the following requirements:
- a. Use a state-approved instrument as a professional development instrument, including observations and follow-up meetings with assigned mentee(s);
 - b. Attend and/or lead a district orientation meeting and up to four (4), regularly-scheduled mentor meetings per year to discuss the mentoring process. Meetings will be called by the Lead Mentor or the Superintendent’s designee. Up to two (2) additional special meetings may be called by the Lead Mentor or Superintendent’s designee. Meetings shall not exceed two (2) hours in duration;
 - c. Work collaboratively with the Superintendent designee in the implementation of the mentor program; and
 - d. Meet expectations for the Lead Mentor as outlined in the current West Geauga Mentor Handbook.
8. The Lead Mentor shall not participate in the evaluation of any mentee. The Lead Mentor shall not be requested or directed to make any recommendation regarding the continued employment of any mentee. The Lead Mentor shall not be requested or directed to divulge information from any written documentation, or confidential mentor/mentee discussions. At the end of each applicable academic year, the Lead Mentor will verify the completion of the entry-level mentoring program activities for teachers who hold a four-year Resident Educator License.
9. Application and Assignment Process – Lead Mentor
- a. The position of Lead Mentor shall be posted according to district policy. Applications for Lead Mentor will be available in each building. Interested teachers shall submit applications to the Superintendent.
 - b. The Lead Mentor will be paid 0.060 of the base salary for the Lead Mentor role.
 - c. The Lead Mentor may request an additional assignment as a mentor of no more than one (1) mentee per school year. The Lead Mentor will be paid 0.045 of the base salary for a mentee.
 - d. The Lead Mentor will be provided up to four (4) release days per year to perform mentor program duties. Additional release

time may be granted at the Superintendent's discretion.

- e. The contract for Lead Mentor shall be in effect for one school year. A Lead Mentor may apply for the position in subsequent school years.
10. Mentees will be provided up to four (4) release days per year or the equivalent amount of release time to meet the responsibilities outlined in the current West Geauga Resident Educator Handbook. Days will be scheduled through the building principal. Additional release time may be granted at the Superintendent's discretion.
 11. Procedure to Resolve Concerns of a Mentor/Mentee – If the Building Principal, Lead Mentor, Mentor or Mentee determines the mentor-mentee situation is not constructive and/or appropriate and the concern is not resolved satisfactorily, the concern will be reviewed by the Building Principal who, upon consideration of the recommendations of the Lead Mentor, may end the Mentor appointment. In that event, Mentor shall be compensated for the portion of the school year she/he has served. An alternate Mentor may be assigned by the Building Principal. The Superintendent will intervene in any conflicts not resolved by this procedure.

ARTICLE XIII - LITERACY/MATHEMATICS COACHES/INSTRUCTORS

The Board may employ one (1) Literacy Coach/Instructor and one (1) Math Coach/Instructor under this Agreement. Requirements for the position are as follows:

1. Literacy Coach/Instructor
 - a. possess a valid Ohio teaching certificate/license in K-8; 1-8 or 4-9 (LEA) and a valid Reading Endorsement and/or Masters Degree in Reading;
 - b. five (5) or more years of successful teaching in Literacy.

2. Mathematics Coach/Instructor
 - a. possess a valid Ohio Teaching Certificate/License in Mathematics 7-12 and preferable a Masters Degree in Mathematics;
 - b. five (5) or more years of successful teaching in Mathematics

3. Coaches shall be required to engage in identified professional development outside of the regular school day/year, including Reading and Mathematics components. Such professional development shall be paid for by the district.

ARTICLE XIV – SALARY AND FRINGE BENEFITS

A. GENERAL SALARY GUIDELINES

1. **First Pay Date** – The Board shall begin the twenty-four (24) equal pays under this Contract on the 15th of September.
2. **Pay Dates During School Closings** – In the event the scheduled pay date falls on a non-workday, pay issued to employees on direct deposit will be processed by the District, with all good faith efforts made, to ensure deposit on the workday closest to the 15th or 30th of the month, or the last day of the month for February. It is understood that Federal Reserve regulations will govern all direct deposits, including the time when deposits are made to individual employee accounts. Pay issued to employees who are not yet on direct deposit will be made on the first work day following the scheduled pay date. When schools are closed during a scheduled pay day, those employees not yet on direct deposit will be paid the first work day of the Treasurer’s office following the scheduled pay date.
3. **Termination of Employment** – In the event a teacher’s individual contract is terminated by either party during the school year, the balance of the contract due the teacher shall be paid at the next scheduled pay date after the termination date.
4. **Payroll Deductions** – Payroll deductions, except as otherwise stated herein, shall be in the amount designated by the teacher and shall be delivered in accordance with statements, schedules, and billings issued by the receiving agency for each deduction.
 - a. The Association has the right to annual and continuing payroll deductions of Association dues, fees, political contributions, and assessments authorized by the individual member of the bargaining unit. Association dues and fees and payroll deductions shall be in the amount certified by the Association no later than September 30 to the Board Treasurer.

Association membership is continuous from year to year or until proper notice is provided in writing by the member to the Association Treasurer. To discontinue payroll deductions the member must inform both the Board Treasurer and Association Treasurer, in writing.
 - b. Optional payroll deduction(s) of the cost of any insurance coverage(s) that is not provided by the Board and which has been authorized by the teacher shall be made from the second pay of each month beginning in September and ending in August of the following year.
 - c. Optional payroll deduction of the cost of tax-sheltered annuities that have been authorized by the teacher shall be made from each pay of each month.

- d. The Board shall continue all payroll deductions provided in the last previous school year, and shall include, but shall not be limited to, the following:
- Credit Union
 - Association Membership Dues and Fees
 - Insurance Deductions
 - Federal Tax
 - State Tax
 - City of residence tax (multiple rate flexibility limited to capabilities of payroll program)
 - Tax-Sheltered Annuities (each teacher shall be allowed the choice of annuity program from the District's approved list)

e. INDEMNIFICATION OF BOARD

The Association on behalf of itself and the OEA and NEA agrees to indemnify the Board of any cost or liability incurred as a result of the implementation and enforcement of this provision, including payroll deduction, provided that:

1. The Board shall give a ten (10) day written notice of any claim made or action filed against the Board by a non-member for which indemnification may be claimed;
 2. The Association shall reserve the right to designate counsel to represent and defend the Board;
 3. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and (3) not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
 4. The Board acted in good faith compliance with this provision of this agreement. However, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies this provision.
- f. The District's approved list of tax-sheltered annuity providers shall undergo an annual review by a joint Administration-Association Committee. The committee shall be able to recommend which providers are added to or deleted from the approved list. The committee shall also be able to recommend which third-party or in-house administrator will oversee the annuity program. These recommendations will not be binding on the district.

- g. Payroll deductions required by law or authorized by this Contract are the only deductions which the Treasurer is required to make.
- h. A teacher may terminate payroll deductions as of the next pay date, by providing at least five (5) days written notice to the Treasurer and the recipient of the deducted monies.

B. PAY SCHEDULE

- 1. Pay Dates –The Contract shall be divided into twenty-four (24) payments in accordance with Article IX., A., 1., and shall be paid on the 15th and 30th of each month, or the last day of the month for February beginning in September of the school year and ending the following August.
- 2. Direct Deposit – The Board shall require direct deposit (electronic transfer) of paychecks for all employees. The employee will furnish the Treasurer with all depository information needed to complete the direct deposit by the first day of school. Employees may change depository information up to two (2) times during any school year. Any payroll change will be made within two (2) paychecks after written notice of the change is received by the Treasurer.
- 3. Mailing of Pay Stubs – The Board shall assume the obligation and the expense for the timely mailing of summer pay stubs. Should the teacher wish to have his/her pay stubs mailed to an address other than the teacher's residential address, said teacher shall provide the Treasurer's Office with an adequate number of pre-addressed envelopes prior to the last day of the school year.
- 4. Waiver of Past Practices and Procedures – It is expressly agreed by both the Board and the Association that the changes made in Article IX, B., entitled Pay Schedule, are intended to supersede all relevant past practices and procedures regarding implementing of this Article.

C. BASE SALARY AND SALARY SCHEDULES

- 1. The base salary will increase 2.00% for contract year 2020-2021.
- 2. Teacher Salary Index Schedule – The teacher salary index schedule as found at 9.034 Article IX., C., 3., g., herein shall remain in effect during the term of this Contract, and it shall reflect the above base salary. Teachers shall be placed on this schedule in accordance with the following:
 - a. Placement at the 150 hour column shall be made for all teachers who effectively qualify for such placement under the law or at the Superintendent's discretion. The Superintendent shall apply discretion in a fair, equitable, and consistent manner.
 - b. After the 150 hour column, all undergraduate hours must be related to the field of service provided to the district by the individual member of the bargaining unit.

- c. All graduate hours in education or related to the field of education from an accredited institution as recognized by the United States Secretary of Education and the Council of Higher Education Accreditation (CHEA) shall qualify for salary schedule movement. Upon written request, the Board shall provide the CHEA list of accredited institutions to teachers for reference.
- d. Hours, as referred to on the salary schedule, shall be semester hours or quarter hours after conversion to their equivalent semester hours.
- e. This section applies only to hours earned after April 1, 1984. All current teachers will retain the same status that they held on February 21, 1984, for currently held hours.
- f. Attainment of National Board Certification will result in an annual stipend of two thousand five hundred dollars (\$2,500).
- g. Placement on the salary schedule indices before the 2004-2005 school year will be maintained on the NBC/Masters+45/PhD column throughout the duration of the National Board Certification period for those teachers who hold National Board Certification.
- h. At the conclusion of this National Board Certification period, those bargaining unit members who maintain their National Board Certification will retain their placement on the salary schedule index at the NBC/Masters+45/PhD column.

Bargaining unit members who do not maintain National Board Certification will be placed on the salary index at the appropriate educational level achieved. (Warning: this could result in a lower salary for anyone not attaining the NBC/Masters+45/PhD level of continuing education.)
- i. Any 2003-2004 or earlier candidate for National Board Certification will be placed on the NBC/Masters+45/PhD column of the salary schedule index upon successful completion of the National Board Certification process, or will receive a \$2500 annual stipend, whichever is higher. Upon expiration of National Board Certification, the rules in Article XIV, C. 2., h., shall apply.

3. Supplemental Salary Index – The Supplemental Salary index as found in Article XIV, C.,3., h., herein reflects an index for each position relative to the base salary and shall go into effect for all supplemental contracts listed during the contract year.

- a. Creation or Alteration of Supplemental Contracts – The creation of additional supplemental contract positions may be suggested by an administrator or a bargaining unit member. Bargaining unit

members may petition for creation of a new supplemental by completing form Application for Creating New Supplemental Position, Article XIV, C., 3., e. If new supplemental positions are created by the administration or after petition by a bargaining unit member, or if the duties connected with an existing position are substantially altered, the pay for the newly created or altered position shall be mutually agreed upon by the Superintendent or designee and the Association President or designee. Once added, a supplemental position shall remain in effect until the termination of this Contract. A revised list of supplementals may be published during each year of the contract at the joint discretion of the Superintendent and the Association President. Such additional supplemental positions and supplemental salary indices shall be added in an Appendix of this Contract. The question of filling a position or not filling a position is a decision that shall remain with the Administration.

- b. The Board agrees to follow the statutory procedures and requirements in filling supplemental positions.
- c. All applicants shall submit an application for the desired supplemental position to the building principal and/or a designated administrator. In the event a candidate is not afforded an interview, the building principal or designee will notify the applicant in writing as to the reasons why the interview was not granted.
- d. All applicants will be notified in writing as to whether or not they will be recommended for the supplemental position.

e. Application for Creating New Supplemental Position

Directions: Complete this form and give one copy to your building principal and another copy to the Association President.

1. Name of Requestor: _____ Building: _____ Date: _____
2. Proposed Supplemental Name/Club/Organization: _____
3. Building(s) served by the supplemental: _____
4. Anticipated number of students involved: _____
5. How often will this group meet? __ Weekly __ Monthly Other _____
6. What is the duration of this activity?
____ Entire year ____ One semester Other _____
7. Define the major goals of this group:
 - a. _____
 - b. _____
 - c. _____
 - d. _____
 - e. _____
8. In addition to meeting with and leading students, what, if any, are other time commitments required of the advisor?
9. Please list any other information you believe useful.
10. If possible, please submit salaries from other districts offering similar supplemental positions.

f. Application for Supplemental Contract
WEST GEAUGA LOCAL SCHOOLS
8615 Cedar Road ~ Chesterland, Ohio 44026 ~ (440) 729-5900

APPLICATION FOR SUPPLEMENTAL CONTRACT

SCHOOL YEAR: _____

NAME _____ TELEPHONE: () _____

ADDRESS _____ CITY _____ ZIP _____

POSITION APPLIED FOR _____
(Please list the position as it appears on the supplemental contract listing)

Have you previously held this position? _____

West Geauga supplemental experience: _____

Qualifications/experience for this position: _____

Are you currently employed by the West Geauga Local Schools? YES NO

If not a West Geauga employee, were you referred by someone currently employed in the school system? If yes, give name: _____

Signature: _____ Date: _____

ADMINISTRATOR'S RECOMMENDATION

I recommend that this applicant be awarded a contract for the abovementioned supplemental position.

Administrator's Signature _____ Building _____ Date _____

This position is an all year assignment: YES NO

If not an all year assignment, include start/end dates: Starts: _____ / _____ / _____ Ends: _____ / _____ / _____

FOR CENTRAL OFFICE USE ONLY

Date Received: _____ BOE Approval Date: _____
Contract Amount: \$ _____

Notes:
5/05

Rev.

g. Base Salary Schedule Index

WEST GEAUGA LOCAL SCHOOLS
TEACHER SALARY INDEX SCHEDULE
2020-2021 (BASE SALARY: \$42,871)

Exp	No Deg	BS Deg	150 Hrs	BS+15	MS	MS+15	MS+30	MS+45
0	33,928	42,871	43,518	44,500	45,482	47,445	48,423	49,400
	0.7914	1.0000	1.0151	1.0380	1.0609	1.1067	1.1295	1.1523
1	35,159	44,624	45,323	46,455	47,780	49,859	50,935	52,003
	0.8201	1.0409	1.0572	1.0836	1.1145	1.1630	1.1881	1.2130
2	36,389	46,386	47,128	48,410	50,073	52,273	53,443	54,613
	0.8488	1.0820	1.0993	1.1292	1.1680	1.2193	1.2466	1.2739
3	37,624	48,140	48,937	50,356	52,367	54,686	55,955	57,216
	0.8776	1.1229	1.1415	1.1746	1.2215	1.2756	1.3052	1.3346
4	38,850	49,893	50,742	52,311	54,665	57,100	58,463	59,826
	0.9062	1.1638	1.1836	1.2202	1.2751	1.3319	1.3637	1.3955
5	40,084	51,651	52,547	54,266	56,958	59,514	60,975	62,437
	0.9350	1.2048	1.2257	1.2658	1.3286	1.3882	1.4223	1.4564
6	41,310	53,409	54,356	56,221	59,252	61,927	63,483	65,040
	0.9636	1.2458	1.2679	1.3114	1.3821	1.4445	1.4808	1.5171
7	42,545	55,162	56,161	58,172	61,550	64,341	65,996	67,719
	0.9924	1.2867	1.3100	1.3569	1.4357	1.5008	1.5394	1.5796
8	43,771	56,920	57,970	60,135	63,843	66,759	68,504	70,248
	1.0210	1.3277	1.3522	1.4027	1.4892	1.5572	1.5979	1.6386
9	44,925	58,673	59,775	62,077	66,137	69,172	71,016	72,859
	1.0479	1.3686	1.3943	1.4480	1.5427	1.6135	1.6565	1.6995
10	46,232	60,431	61,580	64,028	68,431	71,586	73,524	75,333
	1.0784	1.4096	1.4364	1.4935	1.5962	1.6698	1.7150	1.7572
11		62,189	63,385	65,983	70,729	74,000	76,036	78,072
		1.4506	1.4785	1.5391	1.6498	1.7261	1.7736	1.8211
12		63,942	65,190	67,938	73,022	76,413	78,544	80,675
		1.4915	1.5206	1.5847	1.7033	1.7824	1.8321	1.8818
13		65,700	66,999	69,888	75,316	78,827	81,056	83,285
		1.5325	1.5628	1.6302	1.7568	1.8387	1.8907	1.9427
14		67,458	68,804	71,839	77,614	81,241	83,568	85,896
		1.5735	1.6049	1.6757	1.8104	1.8950	1.9493	2.0036
15		67,458	70,643	73,794	79,907	83,654	86,076	88,511
		1.5735	1.6478	1.7213	1.8639	1.9513	2.0078	2.0646
16		67,458	70,643	73,794	82,201	86,068	88,589	91,109
		1.5735	1.6478	1.7213	1.9174	2.0076	2.0664	2.1252
17		67,458	70,643	73,794	82,201	86,068	88,589	91,109
		1.5735	1.6478	1.7213	1.9174	2.0076	2.0664	2.1252
18		68,336	71,530	74,771	83,350	87,277	89,845	92,408
		1.5940	1.6685	1.7441	1.9442	2.0358	2.0957	2.1555

19		68,336	71,530	74,771	83,350	87,277	89,845	92,408
		1.5940	1.6685	1.7441	1.9442	2.0358	2.0957	2.1555
20		69,211	72,418	75,744	84,499	88,486	91,097	93,707
		1.6144	1.6892	1.7668	1.9710	2.0640	2.1249	2.1858
21		69,211	72,418	75,744	84,499	88,486	91,097	93,707
		1.6144	1.6892	1.7668	1.9710	2.0640	2.1249	2.1858
22		70,090	73,318	76,722	85,648	89,695	92,353	95,015
		1.6349	1.7102	1.7896	1.9978	2.0922	2.1542	2.2163
23		70,090	73,318	76,722	85,648	89,695	92,353	95,015
		1.6349	1.7102	1.7896	1.9978	2.0922	2.1542	2.2163
24		70,090	73,318	76,722	85,648	89,695	92,353	95,015
		1.6349	1.7102	1.7896	1.9978	2.0922	2.1542	2.2163
25		70,964	74,223	77,699	86,792	90,899	93,609	96,318
		1.6553	1.7313	1.8124	2.0245	2.1203	2.1835	2.2467
31		71,843	75,127	79,449	87,937	92,108	94,865	97,622
		1.6758	1.7524	1.8532	2.0512	2.1485	2.2128	2.2771

WEST GEAUGA LOCAL SCHOOLS
 MEDICAL ASSISTANT AND LPN
 SALARY INDEX SCHEDULE
 2020-2021 (BASE SALARY: \$42,871)

2020-2021		
Exp	Medical Assistant	LPN
0	\$ 26,953 0.6287	\$ 32,869 0.7667
1	\$ 27,930 0.6515	\$ 34,061 0.7945
2	\$ 28,908 0.6743	\$ 35,253 0.8223
3	\$ 29,890 0.6972	\$ 36,449 0.8502
4	\$ 30,863 0.7199	\$ 37,636 0.8779
5	\$ 31,845 0.7428	\$ 38,833 0.9058
6	\$ 32,818 0.7655	\$ 40,020 0.9335
7	\$ 33,795 0.7883	\$ 41,216 0.9614
8	\$ 34,773 0.8111	\$ 42,404 0.9891
9	\$ 35,686 0.8324	\$ 43,523 1.0152
10	\$ 36,728 0.8567	\$ 44,787 1.0447

h. Supplemental Salary Schedule

1. Non-Athletics/Department Heads/Steering Teachers Supplemental Schedule

WEST GEAUGA LOCAL SCHOOLS
SUPPLEMENTAL CONTRACTS – NON-ATHLETICS
2020-2021

Base Salary		\$42,871
Position	Index Factor	2020-2021 Amount
Academic Challenge Tutors 40 hr max (per hr)	0.0006825	29.26
Academic Decathlon	0.040	1,715
Academic Tutor (per hour)	0.000685	29.37
Academic Tutor, Special Ed (per hour)	0.0009	38.58
Audio-Visual Computer Advisor (4)	0.054	2,315
Anti-Bullying-MS	0.060	2,572
Book Club (MS)	0.017	729
Class Advisor (Freshman)	0.026	1,115
Class Advisor (Sophomore)	0.026	1,115
Class Advisor (Junior)	0.050	2,144
Class Advisor (Senior)	0.096	4,116
Club Advisors (Latin, Art)	0.030	1,286
Club Advisor (MS Foreign Language)	0.025	1,072
Club Advisor (World Languages)	0.025	1,072
Curio Literary Advisor	0.025	1,072
Destination Imagination (District)	0.030	1,286
Dramatics (HS)	0.050	2,144
Dramatics (MS)	0.050	2,144
Dramatics Assistant	0.025	1,072
Drama Club (Elementary) (2)	0.030	1,286

Elementary Musical (2)	0.050	2,144
Elementary Musical Assistant (2)	0.025	1,072
Envirothon Advisor	0.030	1,286
HUGS	0.025	1,072
Instructional Technology Specialists (4)	0.067	2,872
Instrumental Music	0.087	3,730
Instrumental Music Assistant	0.073	3,130
It's Your Move Club (MS)	0.025	1,072
Interact Club	0.025	1,072
Latin Academic Team	0.040	1,715
Lighting and Sound	0.050	2,144
Marching Band	0.120	5,145
Marching Band Assistant	0.080	3,430
Marching Band Auxiliary	0.080	3,430
Master Teacher Committee Chair	stipend	250 per year \$50 per meeting
Master Teacher Committee Member	stipend	(1)
Mentor, Level 1 – First Mentee	0.045	1,929
Mentor, Level 1 – Second Mentee	0.0225	965
Mentor, Level 2 - First Mentee	0.0340	1,458
Mentor, Level 2 - Second Mentee	0.017	729
Mentor – Lead	0.060	2,572
Mock Trial Coach	0.040	1,715
Musical	0.079	3,387
Musical Accompanist	0.025	1,072

Musical Assistant (HS)	0.040	1,715
National Honor Society	0.030	1,286
Newspaper (HS)	0.031	1,329
Newspaper (MS)	0.031	1,329
Overnight Trip not covered by another suppelmental (per night)	stipend	\$50 per night
PANDA Club (MS)	0.030	1,286
Power of the Pen	0.040	1,715
Proficiency Tutor/Academic Coach (per hr)	0.0006825	29.26
Science Club (MS)	0.030	1,286
Science Olympiad (District) (2)	0.030	1,286
Sixth Grade Outdoor Education Director	0.030	1,286
Student Council (HS)	0.063	2,701
Student Council (MS)	0.063	2,701
Student Council (Elementary) (2)	0.040	1,715
Teen Institute	0.030	1,286
West G TV	0.054	2,315
Vocal Music	0.087	3,730
Vocal Music Assistant	0.067	2,872
Vocal Ensemble (Elementary) (2)	0.030	1,286
WAM (Women and Math)	0.030	1,286
WEB Masters (Building) (4)	0.054	2,315
WGPDC Chairman	stipend	\$1,500 annually

WGPDC Member	stipend	\$150 per meeting (4)
Yearbook (HS)	0.080	3,430
Yearbook Assistant (HS)	0.060	2,572
Yearbook (MS)	0.040	1,715
Yearbook Assistant (MS)	0.029	1,243
Yearbook (Elementary) (2)	0.035	1,500

i. Athletic Supplemental Schedule

WEST GEAUGA LOCAL SCHOOLS
 SUPPLEMENTAL CONTRACTS – ATHLETICS
 2020-2021

Base Salary		\$42,871
<u>Position</u>	<u>Index Factor</u>	<u>2020-2021 Amount</u>
Fall Faculty Manager	0.100	4,287
Winter Faculty Manager	0.100	4,287
Spring Faculty Manager	0.090	3,858
Faculty Manager/MS	0.104	4,459
Head Football	0.190	8,145
Asst. Football/HS	0.140	6,002
Asst. Football/MS	0.090	3,858
Head Boys Basketball	0.180	7,717
Asst. Boys Basketball/HS	0.122	5,230
Asst. Boys Basketball/MS	0.090	3,858
Head Girls Basketball	0.180	7,717
Asst. Girls Basketball/HS	0.122	5,230
Asst. Girls Basketball/MS	0.090	3,858
Head Lacrosse	0.100	4,287
Asst. Lacrosse	0.070	3,001
Head Wrestling	0.170	7,288
Asst. Wrestling/HS	0.112	4,802

Asst. Wrestling/MS	0.097	4,158
Head Soccer	0.150	6,431
Asst. Soccer/HS	0.104	4,459
Asst. Soccer/MS	0.078	3,344
Head Baseball	0.120	5,145
Asst. Baseball/HS	0.085	3,644
Asst. Baseball/MS	0.078	3,344
Head Track	0.120	5,145
Asst. Track/HS	0.085	3,644
Asst. Track/MS	0.078	3,344
Asst. Track Level 2	0.030	1,286
Head Gymnastics	0.120	5,145
Asst. Gymnastics/HS	0.085	3,644
Head Softball	0.120	5,145
Asst. Softball/HS	0.085	3,644
Asst. Softball/MS	0.078	3,344
Head Volleyball	0.150	6,431
Asst. Volleyball/HS	0.104	4,459
Asst. Volleyball/MS	0.090	3,858
Head Cross Country	0.120	5,145
Asst. Cross Country/HS	0.085	3,644

Asst. Cross Country/MS	0.078	3,344
Head Golf	0.100	4,287
Asst. Golf	0.070	3,001
Head Tennis	0.100	4,287
Asst. Tennis	0.070	3,001
Weight Room Coordinator	0.030	1,286
Athletic Coordinator/MS	0.042	1,801
Cheerleader Advisor/HS	0.060	2,572
Cheerleader Advisor/MS	0.040	1,715
Intramural/HS	0.070	3,001
Intramural/MS (up to four positions per building)	0.010	429

WEST GEAUGA LOCAL SCHOOLS
 SUPPLEMENTAL CONTRACTS – DEPARTMENT HEADS
 2020-2021

The following Department Heads/Steering Teachers/Team Leader will be paid at a rate of 0.01 per person, per department, per building. Total compensation is not to exceed 0.04.

Department Heads:

- Art
- Business
- English
- Foreign Language
- Guidance
- HPE
- Technology
- Family/Consumer Science
- Library
- Math
- Music
- Reading
- Science
- Social Studies
- Special Education
- Sixth Grade

\$42,871	
2020-2021	
Index Factor	Amount
0.01	429
0.02	857
0.03	1286
0.04	1715

Steering Teachers:

- Kindergarten
- 1st Grade
- 2nd Grade
- 3rd Grade
- 4th Grade
- 5th Grade

Team Leader
 Registered Nurse

D. PAY RATE FOR TUTORS

Any teacher working as a tutor shall be paid at the hourly rate of 0.000685 of the base salary.

1. Any teacher working as a special education classroom tutor shall be paid at the hourly rate of 0.00090 of the base salary. Further, special education classroom tutors will receive longevity step increase of \$1.00 per hour for each five (5) years of teaching service in the West Geauga system, such service defined by the Ohio Revised Code.

E. WORK OUTSIDE THE CONTRACTUAL YEAR

Staff members who agree to work outside the contractual year (e.g. curriculum writing) shall be paid at a daily rate equal to 0.0050 of the current base salary. This does not include extended service which is part of an employee's limited contract.

F. TRAVEL REIMBURSEMENT

When, during the course of their employment, teachers are required to use their vehicles to properly fulfill their assigned duties, they shall be reimbursed at the IRS per mile rate within the school district during the school day. Travel outside the district and/or school day shall be reimbursed at the same rate, but such reimbursement shall be subject to prior authorization for such travel by the Superintendent.

G. SEVERANCE PAY

1. The Board shall grant severance payment pursuant to O.R.C. 124.39 to teachers based on unused accumulated sick leave days subject to the following conditions:
 - a. The teacher must meet the minimum requirements of age and service for retirement in the State Teachers Retirement System of Ohio (on the date on which he/she terminates his service, and must apply for severance pay within 120 days of the date of the termination of service). To be eligible for this severance payment, the bargaining unit member must also have completed a total of at least ten (10) years of service with this District and/or any other political subdivision in Ohio.
 - b. The teacher must file a copy of the retirement application papers with the Treasurer of the Board and write a letter of resignation for retirement purposes to the Board.
 - c. A teacher will not be eligible for severance payment from the West Geauga Local School District if he/she has collected prior severance pay from any employer unit covered by the STRS, SERS or OPERS systems in Ohio including from this District.

- d. Severance payment will be based on one-fourth (1/4) of the teacher's accumulated and unused sick leave days. Accumulated sick leave will be zero (0) after the severance payment is made.
- e. All sick leave days accrued in the West Geauga Local School District and sick leave days that are legally transferable from prior employment shall be used in computing condition Article XIV, G., 1., d.
- f. The number of days as determined in condition Article XIV, G., 1., d., shall be multiplied by the per diem rate of the retiring teacher in order to determine the amount of the severance payment. The per diem rate is determined by dividing the (regular) annual salary (exclusive of extra duty compensation) by the number of days in the adopted calendar for the position.
 - 1. Number of allowable severance days will not increase from current levels for the life of this Contract.
 - 2. Maximum number of sick leave days to compute severance pay. Computation shall not exceed three hundred (300) days. Maximum severance payment shall be seventy-five (75) days.
- g. A person who retires and receives severance payment from an employing unit covered by the STRS, SERS, or OPERS Systems of Ohio and later is employed in the West Geauga Local School District shall have the total number of accumulated and unused sick leave days used in the calculation of prior severance payment deducted from his/her total balance of accumulated sick leave days.
- h. The retiring teacher shall not be eligible for unemployment compensation.
- i. The teacher must certify that all eligibility criteria have been met.
- j. All severance payments shall be made in accordance with the following Special Pay Plan:
 - 1. Participation in the 403(b) Special Pay Plan shall be mandatory for any eligible teacher fifty-five (55) years of age or older in the calendar year in which the teacher retires. For those eligible employees under the age of fifty-five (55), severance payments shall be made in a cash payment directly to the employee.
 - 2. The required contribution to the 403(b) Special Pay Plan shall be made within the timeframe described above; provided, however, that if the amount payable to the 403(b) Special Pay

Plan in the calendar year of retirement would exceed the maximum amount that is permitted under the applicable federal income tax law for that year, the remaining amount shall be contributed to the 403(b) Special Pay Plan after the first payroll date in January of the next calendar year.

3. A teacher who is a participant in the 403(b) Special Pay Plan shall complete a 403(b) Special Pay Plan sponsor enrollment package prior to retirement; and unless and until a teacher does so, no contribution of severance pay and/or retirement incentive pay shall be made to the 403(b) Special Pay Plan on behalf of the teacher.
 4. If a teacher is entitled to have a contribution paid to the 403(b) Special Pay Plan and dies prior to such contribution being paid to the 403(b) Special Pay Plan, the contribution shall be paid to a beneficiary of the teacher in accordance with the terms of the 403(b) Special Pay Plan. In the event no beneficiary was designated by the employee, the severance pay will be paid to the deceased's estate.
 5. The Plan year of the 403(b) Special Pay Plan shall be the calendar year.
 6. Any teacher who is entitled to severance pay and/or retirement incentive pay who is not an eligible participant in the 403(b) Special Pay Plan will continue to be eligible for any and all severance payments and/or retirement incentive payments.
 7. All contributions to the 403(b) Special Pay Plan and all check payments to teachers shall be subject to reduction for any tax withholding or other withholding required by law. Neither the Board nor the WGEA guarantees any tax results associated with the 403(b) Special Pay Plan or check payments made to a teacher.
 8. In the event a teacher is ineligible to participate in the 403(b) Special Pay Plan and dies, the severance pay shall be paid to the employee's estate.
- k. Severance payment may be withheld by the Board until all debts and obligations of the retiring teacher due the Board are discharged.

H. EARLY RETIREMENT INCENTIVE

Any bargaining unit member who is or will become eligible for Early Retirement as defined by the State Teachers Retirement System (STRS) (see Section Article XIV, H., 3.) may elect to participate in the early retirement incentive program by providing written notice to the Superintendent's office prior to March 15 in the first year of retirement eligibility.

1. Effective for the duration of this contract, any bargaining unit member who becomes eligible for Early Retirement during a school year (see Article XIV, H., 3) accrues the right to this retirement incentive if he/she actually retires between the end of the school year and July 10 of the school year in which the employee first becomes eligible.

2. Payment of Early Retirement Incentive

<u>2017-2020 Years of Service</u>	<u>Payment</u>
Based on eligibility (Article XIV, H., 3.)	
\$25,000	
for Early Retirement under STRS Rules	

3. To receive this benefit, an employee must elect an Early Retirement under STRS rules in one of the following categories:
 - a. Any age and 30 years of Ohio service credit or
 - b. Age 55 and 27 years of Ohio service credit (effective August 1, 2019, Age 55 and 28 years of Ohio service credit) or
 - c. Age 60 and 5 years of Ohio service credit.
4. Payment of the retirement incentive and severance pay shall be as follows:
 - a. For those retiring in the 2017-2018 school year:
 1. One-third (1/3) severance in January, 2019, and one-half (1/2) incentive in August 2018
 2. One-third (1/3) severance in January, 2020, and one-half (1/2) incentive in August, 2019
 3. One-third (1/3) severance in January, 2021
 - b. For those retiring in the 2018-2019 school year:
 1. One-third (1/3) severance in January, 2020, and one-half (1/2) incentive in August, 2019
 2. One-third (1/3) severance in January, 2021, and one-half (1/2) incentive in August, 2020
 3. One-third (1/3) severance in January, 2022
 - c. For those retiring in the 2019-2020 school year:

1. One-third (1/3) severance in January, 2021, and one-half (1/2) incentive in August, 2020
 2. One-third (1/3) severance in January, 2022, and one-half (1/2) incentive in August, 2021
 3. One-third (1/3) severance in January, 2023
- d. Participating staff members who purchase out of state, military service credit, etc., will be required to provide documentation which will serve as proof as to when eligibility to retire occurred. When the purchase of time is involved, eligibility to receive the retirement bonus will only be available until July 10th following the date of purchase.
5. Payments issued under the retirement incentive bonus plan will be exempt from retirement contributions in accordance with Ohio Revised Code.
 6. The retirement incentive program ends July 10, 2020.

I. CROWD CONTROL ADMISSIONS

Upon request, the Board shall provide two (2) free admissions to each teacher for admission to all sponsored school activities within the regulations established by the Auditor of the State of Ohio.

J. INSURANCES

1. Contribution. The Board shall provide an eighty percent (80%) paid insurance package for all members of the bargaining unit and their dependents consisting of comprehensive hospitalization, major medical, prescription, and dental. Part-time employee's benefits shall be pro-rated on the same basis, as is currently the practice, as follows:

<u>PER MONTH/SINGLE</u>	<u>PER MONTH/FAMILY</u>
0.75 of full-time	full Board contribution
0.45 to 0.75 full-time	1/2 Board contribution
less than 0.45 full-time	0 Board contribution

Bargaining unit members scheduled to work nine or more months per year will be eligible for the respective Board contribution for the entire twelve months in accordance with the direction given by the Treasurer's office.

A four tier medical insurance plan will be offered. The tiers are: Single, Employee & Spouse, Employee & Child(ren), and Family. Eligible employees who previously enrolled in the Single or Family plans may elect to change their coverage to Employee & Spouse or Employee & Child(ren) during the annual open enrollment period by completing the appropriate enrollment form(s).

2. Life Insurance. The Board shall provide one hundred percent (100%) paid \$25,000 life insurance for all employees. If available, individuals and

dependents shall have the right to purchase and pay for more than \$25,000 life insurance with the same company.

3. Rx Mail Order. Employees on maintenance prescription drugs should use the mail-in program. Employees may fill a prescription for maintenance medications up to three times at a network retail pharmacy, paying the applicable co-pay, before switching to the mail service pharmacy.
4. Vision Plan. The Board will provide a reimbursable vision program as follows: \$150 per calendar year for employees with single dental coverage and \$300 per calendar year for employees with family dental coverage. For purposes of the vision payment, "family" shall include the tiers titled Family, Employee & Spouse, and Employee & child(ren).

5. Provider/Carrier Change

Once during the term of the contract for medical, dental and life insurance, the Board of Education may, in its sole discretion, change carriers and/or providers, provided that such coverage and services shall be the same/equivalent as the coverage provided by the present carrier(s) as of the effective date of this Contract. The Board will consult with the West Geauga Healthcare Committee prior to any change in carriers or providers. No change in benefits will be made without the recommendation of the insurance committee and a vote of the parties.

6. West Geauga Health Insurance Committee

Three (3) bargaining unit members (appointed by the WGEA president) shall be members of the West Geauga Health Care Committee. The Committee shall study trends and utilization, assist with transitions, issues and complaints, and plan for education of all members of the bargaining unit about the insurance plan benefits.

7. Plan Design

a. Medical

Benefit Type	Benefit Level
Deductible - Single/Family (network)	\$250/\$500
Deductible - Single/Family (non-network)	\$750/\$1,500
Co-Insurance (network)	90%
Co-Insurance (non-network)	70%
Co-Insurance Maximum - Single/Family (network)	\$750/\$1,500
Co-Insurance Maximum - Single/Family (non-network)	\$2,200/\$4,400
Annual Out of Pocket Maximum - Single/Family (network)	5,000/\$10,000
Annual Out of Pocket Maximum - Single/Family (non-network)	unlimited
Office Visit Copay – Primary Care	\$10
Office Visit Copay – Specialist	\$10
Emergency Room	\$75

Non-Emergency Use of Emergency Room	Not Covered
Urgent Care Copay	\$35

b. Prescription Drug

Benefit Type	Benefit Level
Generic Copay	\$10 retail, 30-day supply \$25 mail order, 90-day supply)
Formulary Copay	\$30 retail, 30-day supply \$75 mail order, 90-day supply
Non-Formulary Copay	\$60 retail, 30-day supply \$150 mail order, 90-day supply

c. Dental

Benefit Type	Participating Provider	Non-Participating Provider
Benefit Period Deductible (Per Person/Per Family)	\$25 / \$50	
Class I/Preventive Care	100%	100%
Class II/Basic Restorative	90% after plan deductible	80% after plan deductible
Class III/Major Restorative	60% after plan deductible	60% after plan deductible
Class IV/Orthodontia (applies only to a Dependent Child less than 19 years old)	50%	50%
Class V	60% after plan deductible	60% after plan deductible
Class IX/Implants	60% after plan deductible	60% after plan deductible

8. Teachers scheduled to work nine or more months per year will be eligible for the respective Board contribution for the entire twelve months in accordance with the direction given by the Treasurer's office.
9. A four tier medical insurance plan will be offered. The tiers are Single, Employee & Spouse, Employee & Child(ren), and Family. Eligible employees who previously enrolled in the Single or Family plans may elect to change their coverage to Employee & Spouse or Employee & Child(ren) during the open enrollment period by completing the appropriate enrollment form(s).
 - a. Members will be notified of the rate structure for Single, Employee & Spouse, Employee & Child(ren), and Family medical insurance plans before the conclusion of the open enrollment period each insurance plan year.
10. The Board shall contract with telemedicine provider (Call a Doctor Plus) for their services. It is agreed by both parties that our participation in telemedicine shall be evaluated by the Insurance Committee on a yearly basis. The Board shall assume the cost and participant fees for this service.

K. HEALTH MAINTENANCE ORGANIZATION

Effective July 1, 2001, all new employees or employees currently on the traditional health plan will only be offered the traditional health plan. Teachers who are currently participating in the Health Maintenance Organization (HMO) program can remain in the program but will not be able to participate in the district's prescription discount drug program unless they elect to participate in the traditional health plan.

1. In the event that the HMO cost for equivalent hospitalization/surgical medical coverage exceeds the cost of hospitalization/surgical medical coverage, the Board's contribution will be limited to the amount paid by the Board for equivalent hospitalization/surgical medical coverage.

L. FLEXIBLE SPENDING ACCOUNT

1. A Plan Design for a Flexible Spending Account (FSA) shall be offered to Teachers on a voluntary basis to use pre-tax dollars for qualified non-covered medical, dental and vision care expenses including deductibles and coinsurance.
2. A Plan Design for a FSA shall be offered to Teachers on a voluntary basis to use pre-tax dollars to pay for qualified dependent care expenses including, but not limited to babysitting and day care.
3. The FSA Plan Designs shall be administrated by a third party.
4. The FSA third-party administrator shall present to Teachers the necessary enrollment forms, materials, and other documents for the purpose of educating Teachers before they decide to enroll in the FSA. The FSA third-party administrator shall come to the school district to make the needed presentation(s) prior to the annual open enrollment period.
 - a. The Board shall cover all administrative costs including but not limited to set-up fees, ongoing administrative fees and participant fees.

M. INSURANCE CONTRACTS

The Board shall provide to the Association one (1) copy of each signed contract entered into between the Board and the insurance companies which shall provide the benefits specified in this Contract. Copies of existing contracts shall be provided to the Association within one (1) week of ratification of the Contract by both parties. Copies of contracts subsequently entered into by the Board shall be provided within one (1) week after they are received.

N. DESCRIPTION OF PLAN BENEFITS

Within sixty (60) days following the signing of this Contract and thereafter as amendments in coverages are made, each teacher shall receive a plan description for each insurance benefit provided by the Board as it is available from the insurance

company.

O. STRS PICKUP

The Board herewith agrees to pickup (assume and pay) contributions to the State Teachers Retirement System on behalf of the teachers on the following terms and conditions:

1. The amount to be picked up and paid on behalf of each teacher shall equal the amount he/she is required to STRS to pay into his/her account. The teacher's annual compensation shall be reduced by an amount equal to the amount picked up and paid by the Board.
2. The pickup percentage shall apply uniformly to all members of the bargaining unit.

P. SUBSTITUTE TEACHER PAY

A substitute teacher shall be paid no less than 0.0025 of the base salary (\$100.50 for 2017-18) (\$102.76 for 2018-19) (\$105.08 for 2019-2020) per day.

1. Long Term Substitute Pay - Teachers employed as a substitute with an assignment to one (1) specified teaching position shall be paid at the daily substitute rate determined in Article IX, P., for the first thirty (30) days of their long-term assignment. After said number of days in one (1) assignment, Long Term Substitutes shall be placed on the Teacher Salary Index Schedule in accordance with Article XIV, C., 2., a. through Article XIV., C., 2., i., with an experience level from BS + 0 to BS + 5 years maximum, depending upon years of experience.
 - a. Long Term Substitutes who are former regular employees of the West Geauga Local School District shall be paid at the daily substitute rate as determined in Article XIV, P., for not more than the first thirty (30) days of their assignment to one (1) specified teaching position. After said number of days, former West Geauga Local School district regular employees shall be placed on the Teacher Salary Index Schedule in accordance with Article XIV, C., 2., a. through Article XIV., C., 2., i., with an experience level of BS + 0 to BS + 5 years maximum, depending upon years of experience.

Q. CLASSROOM COVERAGE BY TEACHERS

The Board agrees to pay the rate of thirty dollars (\$30.00) per hour at the elementary schools and thirty dollars (\$30.00) per class period at the middle school and high school for classroom coverage by teachers.

R. REHIRING A RETIRED WEST GEAUGA TEACHER

Any bargaining unit member who wishes to retire contingent upon being rehired to the same position may indicate same in writing to the Superintendent by March 15. The Superintendent will notify the bargaining unit member of his/her intent to recommend the rehire to the Board pending a public hearing no later than May 15. If that bargaining unit member is recommended by the Superintendent for the position being requested, said bargaining unit member shall earn seventy percent (70%) of the annual salary held upon their retirement for each year that they are rehired based on the teacher salary schedule at the appropriate training level and shall receive all the other rights and benefits of the contract between the Association and the Board, except that the bargaining unit member shall receive only a one (1) year contract. Employment in subsequent years shall be at the discretion of the Board. Also, the bargaining unit member shall not be eligible for additional severance pay unless he/she works five (5) years.

For transition purposes, this section will take effect thirty (30) days after ratification by the parties.

ARTICLE XV – EFFECTS OF THE CONTRACT

A. NO REPRISALS

There shall be no reprisals taken against the teachers for action taken relative to negotiations, membership representation, holding office in the Association, for the formal filing of a grievance, for utilizing any benefit of this Contract, and/or for holding membership in the Association.

B. AMENDMENT

This Contract represents the full understanding and commitment between the parties. This Contract may be added to, deleted from, or otherwise changed only by an amendment in writing properly signed and adopted by each party.

C. SEVERABILITY

If any provision of this Contract or any application of this Contract to any teacher or group of teachers shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting except in the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. LEGAL RIGHTS

Nothing in this Contract shall deny any teacher rights or privileges that are granted to said teachers by the Ohio Revised Code or any other statute or law.

1. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States.
2. The exercise of these powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Contract and Ohio statutes.

E. INDIVIDUAL CONTRACTS

All individual contracts entered into between a teacher and the Board shall be consistent with the terms and conditions of this Contract.

Article X., Compensation for bargaining unit positions shall not exceed those rates set forth in this Contract except as agreed to by the parties to this Contract.

F. DUPLICATION AND DISTRIBUTION

1. Distribution – As soon as is reasonably possible after the parties have formally ratified this Contract, but not later than thirty (30) days after the parties have proofread and executed the final draft, the Association shall have copies of the Contract printed and distributed to each teacher. Teachers hired thereafter shall also be furnished with a copy of the Contract upon employment.
2. Cost of Preparation and Printing – The Board shall pay all costs associated with printing and distribution of the Contract.

G. TOTAL AGREEMENT

The parties acknowledge that this Contract constitutes the entire contract between them and settles all demands and issues on all matters within the scope of negotiations.

H. DURATION


This contract shall remain in force from July 1, 2020 through 11:59 PM June 30, 2021.

The parties to this Contract signed this date _____, 2020.

FOR THE ASSOCIATION



Phil Shiban, President



Anne Thomas, LRC

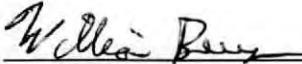


Kelly Klampe, Vice President

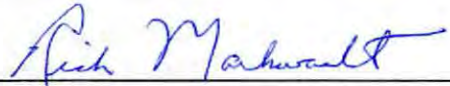


Frank Vosicky, Treasurer

FOR THE BOARD



William Beers, President



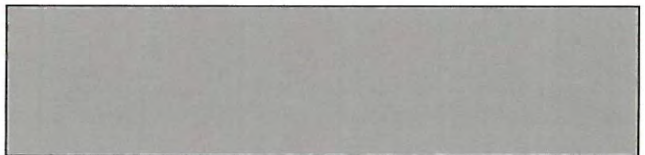
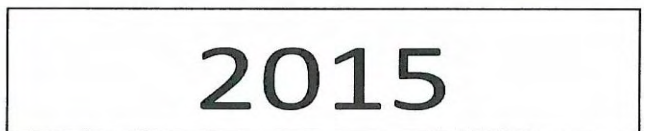
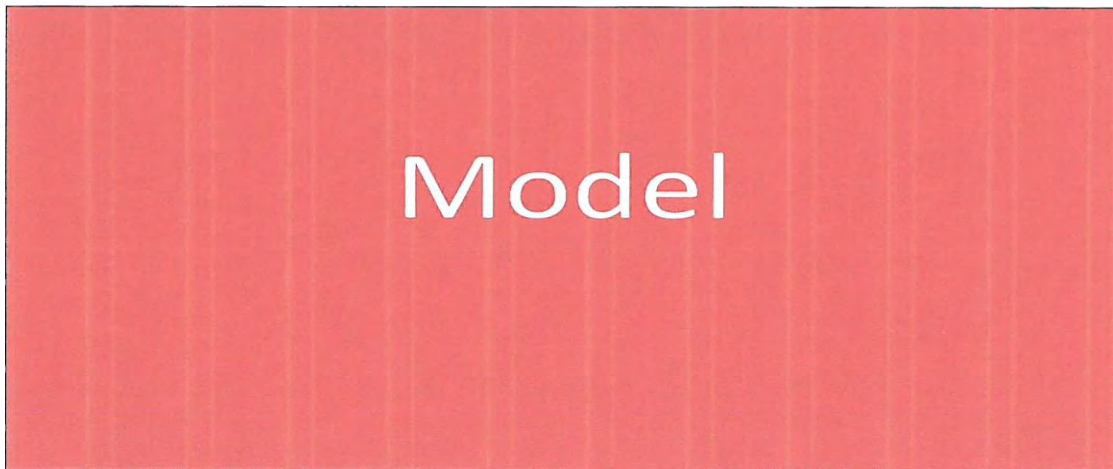
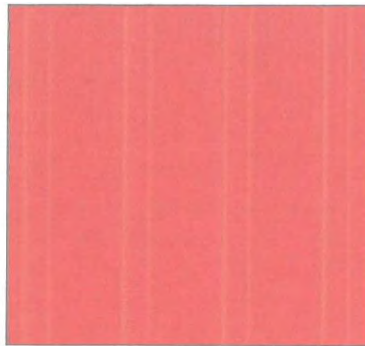
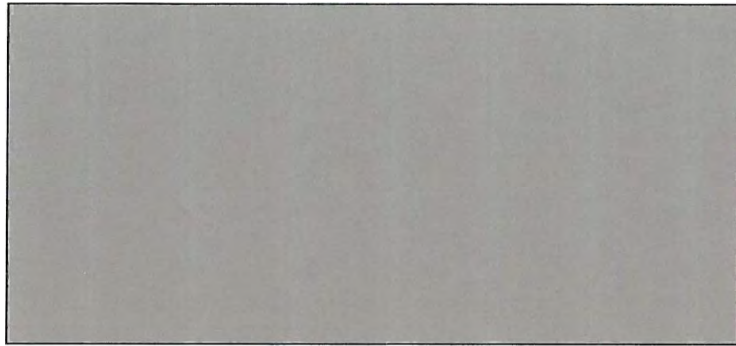
Rich Markwardt, Superintendent



Karen Penler, Treasurer

APPENDIX A

Ohio Teacher Evaluation System



OTES FORMS - Option 1 & 2

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

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

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

Definition of Teacher Effectiveness

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

Effective teachers:

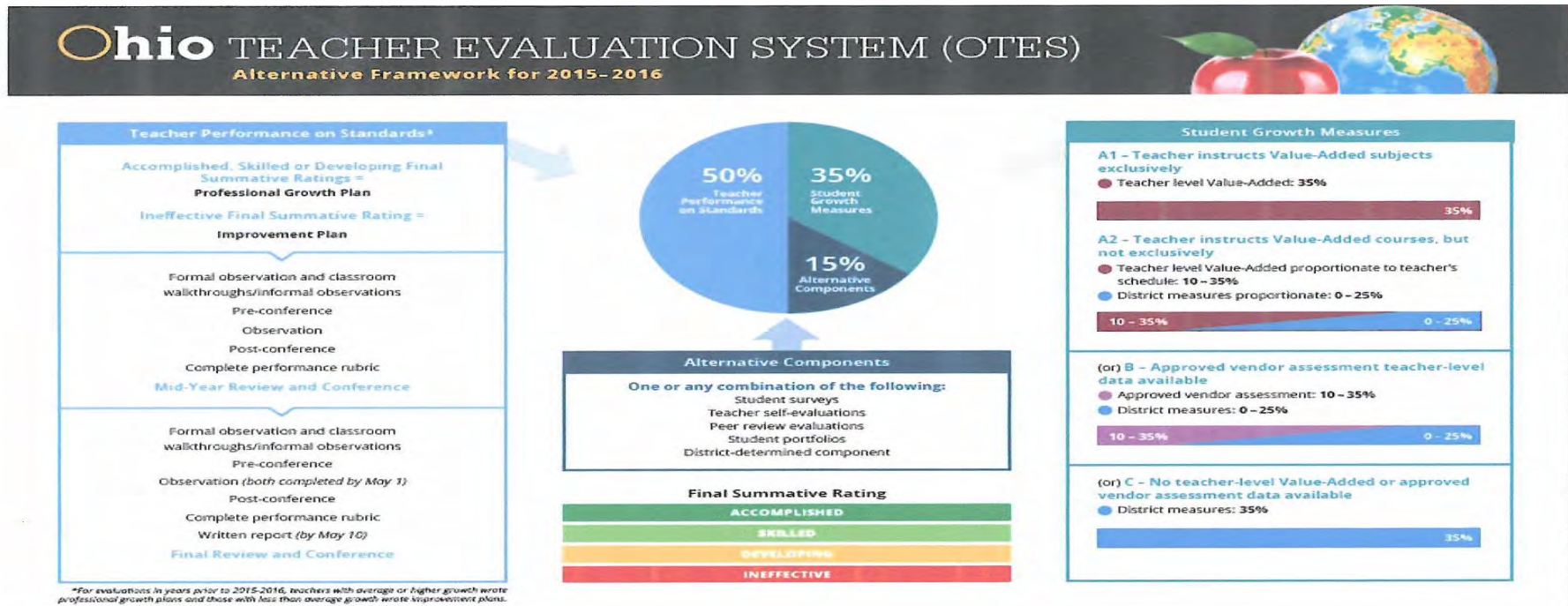
- Understand student learning and development, respect the diversity of the students they teach, and hold high expectations for all students to achieve and progress at high levels;
- Know and understand the content areas for which they have instructional responsibility;
- Understand and use varied assessments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

Ohio Teacher Evaluation System

Combining Teacher Performance and Student Growth Measures

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

Alternative Framework



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

Selection of Appropriate Plan

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

Professional Growth Plan

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

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

Improvement Plan

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


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

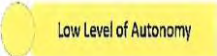

A reassessment of the educator's performance shall be completed in accordance with the written plan (multiple opportunities for observation of performance). Upon reassessment of the educator's performance, if improvement has been documented at an acceptable level of performance, the Professional Growth Plan may resume. If the teacher's performance continues to remain at an ineffective level, the supervising administrator may reinstate the improvement plan with additional recommendations for improvement or take the necessary steps to recommend dismissal.

Assessment of Teacher Performance

All teachers, at all stages of their careers, will be assessed on their expertise and performance—in the classroom and school setting. Teachers with a final summative rating of Accomplished may choose their credentialed evaluator. Teachers with a final summative rating of Skilled will have input on their credentialed evaluator. Teachers with a final summative rating of Developing or Ineffective will be assigned the credentialed evaluator. A credentialed evaluator is one who:

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



The Formal Observation Process

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

Pre-Conference: Planning and observation of classroom teaching and learning

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

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

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

Formal Observation: Gathering evidence of teacher performance

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

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

Post-conference: Reflection, Reinforcement, and Refinement

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

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

Combining Measures to Obtain a Holistic Rating

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

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

Suggestions for Conducting the Post-Conference

1. Introduction/Greeting/Establish Length
 - Review Conference Process
 - General Impression Question

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

Ohio Teacher Evaluation System Model Teacher Performance Rubric

Teacher Performance Evaluation Rubric

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

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

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

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

Instruction and Assessment

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

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

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

Ohio Teacher Evaluation System Model

Using Evidence to Inform Holistic Performance Ratings

Defining the Performance Ratings

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

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

Step 1: Gather evidence

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

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

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

Step 2: Issue a holistic performance rating

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

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

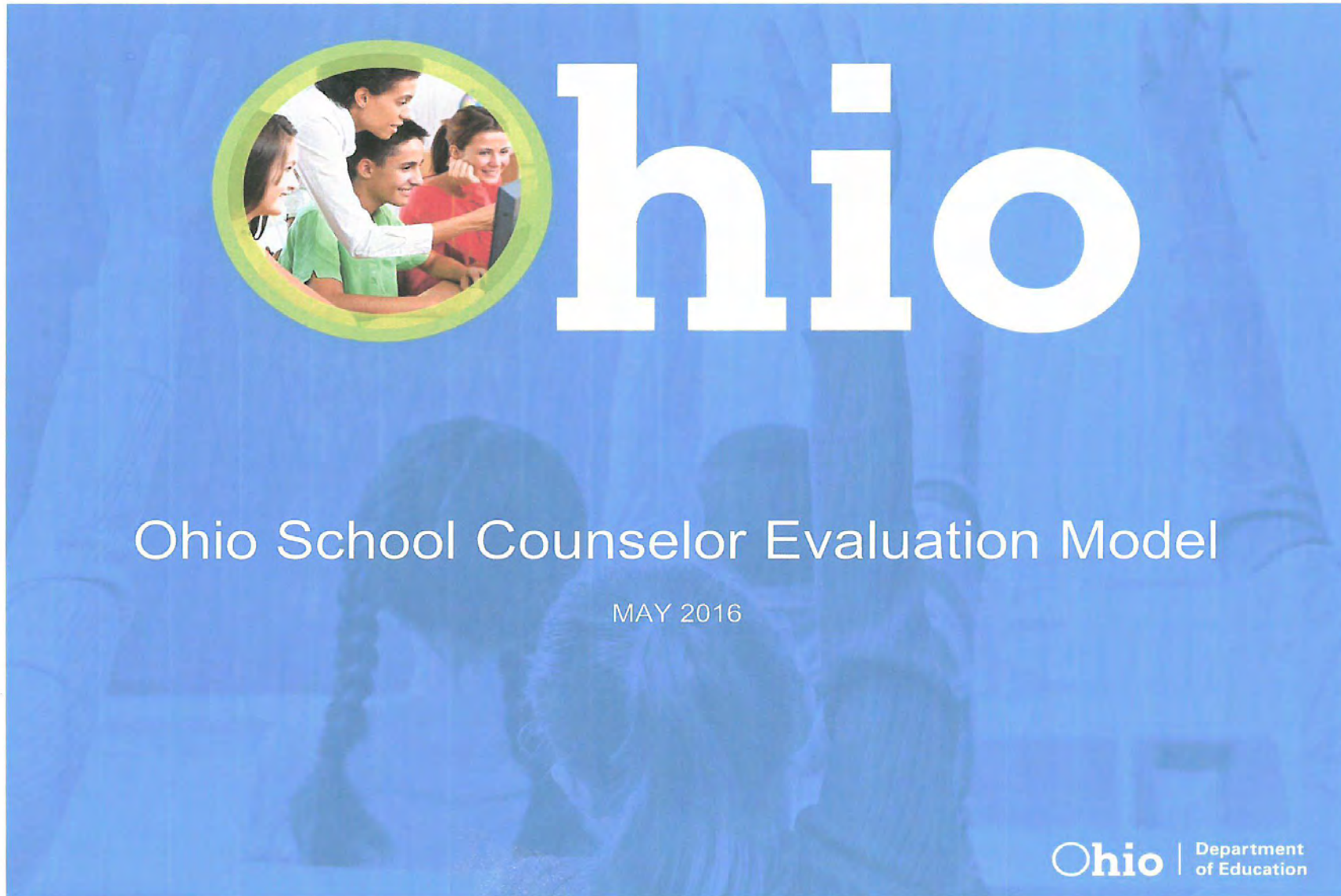
2c. Repeat the process above for each standard area, and then consider patterns of performance across standard areas. Once you determine a rating for each standard area, based on the available evidence from multiple interactions, look at the larger picture of performance across all standard areas. Although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

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

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

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

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



OSCES FORMS - OPTION 1 & 2

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

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

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

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



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

School Counselor Evaluation Rubric

Beginning in October 2015, the Ohio Department of Education convened a group of educational stakeholders from across the state to design the school counselor evaluation rubric aligned to Ohio's Standards for School Counselors. The writing team considered the Ohio School Counselor Evaluation

including: West Virginia, Florida, North Carolina, New Jersey and Missouri. Ohio also consulted with American Institutes for Research to provide review and feedback on the evaluation rubric.

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

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

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

Evaluation Rubric: Standards

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

Evaluation Rubric: Metric(s) of Student Outcomes Area

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

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

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

Optional Process for Demonstrating a Positive Student Outcome

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

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

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

School Counselor Final Summative Rating

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

The Ohio School Counselor Evaluation System Model

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

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

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

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

Roles and Responsibilities

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

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

Expectations for School Counselors

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

Expectations for the Evaluator

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

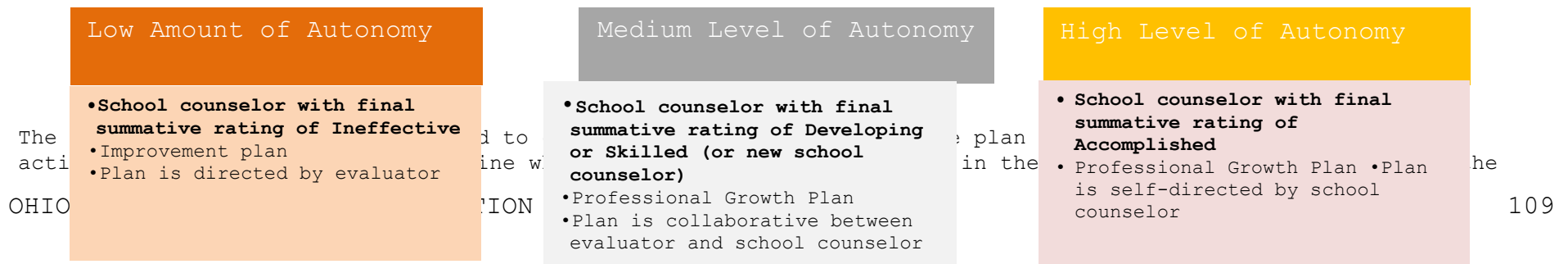
The school counselor and evaluator engage **in the evaluation process over the course of a school year and on an annual basis**. The evaluation has **three required components** that must occur during the school year. Those components are outlined below in the order in which they should occur:

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

Goal-Setting: Professional Growth or Improvement Plan Development

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

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



Self-Assessment Tool in Appendix E. The school counselor would indicate on the tool the response that most accurately represents his or her performance. The school counselor can use this information when engaging with the evaluator in determining goals for the school year.

Goal Setting: Professional Growth Plan

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

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

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

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

Once the school counselor and evaluator develop a professional growth plan, they should work together to monitor progress. Scheduled conferences are recommended several times during the year to provide opportunities for professional conversation or direction about performance, goals, progress, as well as supports needed. During the year, the evaluator and school counselor should discuss opportunities for professional development that evolve as a result of the evaluation process.

Goal Setting: Improvement Plan

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

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

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

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

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

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

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

Observations of the school counselor provide the evaluator with important evidence when assessing a school counselor's performance and effectiveness. As an evaluator observes a school counselor engaging with students, parents or other stakeholders, he or she may collect valuable evidence. Evaluators engage in both formal and informal observations (see below for descriptions of the formal and informal observation). **A school counselor must follow the ethics of maintaining confidentiality in counseling relationships and this must be taken into consideration when engaging in observations of the school counselor.** This does not mean observations of the school counselor should not occur, it means the evaluator and school counselor should work together to identify observation times where nonconfidential activities are scheduled so no breach in confidentiality occurs. Non-confidential activities (school counseling activities that do not compromise confidentiality by the presence of an outside observer) may include, but are not limited to, guidance activities in a classroom, instructional small group activities, parent education functions, staff development, child study team meetings and data meetings.

Formal Observations

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

Informal Observations

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

the evaluator.

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

Informal observations are a:

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

An informal observation is not a(n):

- O Formal observation;
- O "Gotcha" opportunity for supervisors or evaluators;
- O Isolated event; or

Shortcut to the observation protocol required as part of the school counselor evaluation process.

Evidence Collection Tips

During observations, it is important to collect evidence that is accurate and can help inform the evaluation of the school counselor. Scripting during an observation is an important step for evidence collection. The following strategies will help the evaluator script during the observation of the activities and process the script after the observation.

During the Observation

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

After the Observation

- o **Upfront Summary** – After you finish, go through your script and write a brief summary of the school counseling activities.

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

Defining the Evaluation Ratings

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

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

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

Step One: Gather Evidence

- **Align evidence to each area on the evaluation rubric.** Group the evidence collected from the formal and informal observations, conferences and everyday interactions with the school counselor into the appropriate areas on the evaluation rubric. When completing the evaluation rubric, please note that evaluators are not expected to gather evidence on all indicators for each observation. By the end of the evaluation cycle, however, they are required to have evidence of all standard areas in the evaluation rubric.
- **Be consistent in gathering, recording and sharing detailed, factual evidence.** Capture enough detail to accurately but succinctly describe the activity, interaction or behavior factually (without implied judgment or opinion in the recording).

Review and analyze evidence by rubric area to determine where more information is needed. As the year progresses, holes in

evidence coverage across standard areas may emerge. If the evaluator organizes the evidence collected by rubric area after each interaction, missing evidence will be apparent. Keep these rubric areas in mind during future interactions with the school counselor, since school counselor evaluation requires evidence in all rubric areas.

Step Two: Issue a Rating for Each Rubric Area

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

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

Determining the Final Summative Rating of School Counselor Effectiveness

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

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

- o **Meet with School Counselor to Review Metric(s) of Student Outcomes.** To issue a rating for the Metric(s) of Student Outcomes and incorporate this area into the end-of-year holistic final summative rating, the evaluator and school counselor should meet to review the previously determined student metrics. The school counselor will provide the evaluator with data and analysis demonstrating that students' skills, knowledge, or behaviors have *positively* changed as a result of the school counselor's activities. The evaluator should use the evaluation rubric to determine the level of performance in this rubric area.
- o **Consider all evidence from the year, paying attention to patterns and trends.** To issue a school counselor's end-of-year final summative rating, return to the body of collected evidence for the evaluation cycle. Use the process outlined to reconsider the evidence in each standard area across the arc of the entire year, taking into account observations, all conferences and daily interactions. During this step, it is particularly important to consider trends in the school counselor's performance over time. Was the school counselor consistent in his or her leadership? Was he or she successful in meeting goals? Did positive student

outcomes occur? If a pattern of evidence in a particular standard area displays a trend of behavior or practice, the evaluator may consider placing more emphasis on that area.

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

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

Choosing Reinforcement and Refinement Areas

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

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

Summative Evaluation Conference

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

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

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

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

Appendix B: School Counselor Evaluation Rubric

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

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

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

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

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

	Ineffective	Developing	Skilled	Accomplished
	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.
Evidence				

Standard Four: Evaluation and Data - School counselors collaboratively engage in a cycle of continuous improvement using data to identify needs, plan and implement programs, evaluate impact and adjust accordingly.

	Ineffective	Developing	Skilled	Accomplished
	<p>The school counselor does not monitor student performance and progress.</p> <p>The school counselor does not monitor effectiveness of the program.</p>	<p>The school counselor does limited monitoring of individual and group student performance and progress data to identify gaps and develops some appropriate interventions to enhance or improve student success.</p> <p>The school counselor uses some data with minimal effectiveness to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.</p>	<p>The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success.</p> <p>The school counselor effectively uses data to conduct program monitoring, assesses implementation effectiveness, and makes adjustments for program improvement accordingly.</p>	<p>The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success, and fosters student self-monitoring.</p> <p>The school counselor uses comprehensive data to conduct regular program monitoring, assesses implementation and effectiveness, and collaborates with stakeholders to make adjustments for program improvement accordingly.</p>
Evidence				

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

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

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

	Ineffective	Developing	Skilled	Accomplished
	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 and 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 make 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.
Evidence				

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

Article IV-Fair Share Fee Language

The entire section shall be preserved in the Appendix of the CBA.

SECTIONS G.-M. "Fair Share Fee" are void as a matter of law based on the Supreme Court decision in *Janus v AFSCME, Council 31*, 585 U.S. (2018), but this language is preserved and will be automatically implemented if Fair Share Fee becomes legally permissible.

FAIR SHARE FEE

The Association has the right to annual and continuing payroll deductions of Association dues, fees, political contributions, and assessments authorized by the individual member of the bargaining unit. Association dues and fees and payroll deductions shall be in the amount certified by the Association no later than September 30 to the Board Treasurer, except that the amount for the fair share fee shall conform to Article IV, H., herein. These deductions shall commence with the second payday in October and continue each second pay of the month through July. In the event a teacher will cease to have right to salary prior to completing deduction of a given amount within that Contract year, the Board Treasurer shall deduct the amount due from the teacher's last paycheck. Teachers may discontinue membership in the Association between September 1 and September 15 in any year by notifying the Board and Association treasurers in writing. Any teacher making such notification will then become a fair share fee payer according to Article IV, G.

H. NOTIFICATION OF FAIR SHARE FEE

The employer shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such non-members during the time of this Contract. No non-member filing a timely demand shall be required to subsidize partisan or ideological causes not germane to the Association's work in the realm of collective bargaining.

I. NOTIFICATION OF THE AMOUNT OF FAIR SHARE FEE

Notification of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association, to the Treasurer of the Board on or about December 1 of each year during the term of this Contract for the purposes of determining

amounts to be payroll-deducted each month from January through August and the employer agrees to promptly transmit all amounts deducted to the Association.

J. SCHEDULE OF FAIR SHARE FEE DEDUCTIONS

Payroll deduction of such fair share fees shall begin at the second payroll in January except that no fair share fee deductions shall be made for bargaining unit members employed after January 1 until their second paycheck. The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

K. TRANSMITTAL OF DEDUCTIONS

The employer 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.

L. PROCEDURE FOR REBATE

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

M. ENTITLEMENT TO REBATE

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