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MASTER AGREEMENT

BETWEEN THE

FIELD LOCAL TEACHERS ASSOCIATION

AND THE

**FIELD LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

***CONTRACT AND MEMORANDUM OF UNDERSTANDING
(MOU) FOR YEARS 2025-2027***

JULY 1, 2022 – JUNE 30, 2025

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Article 1. RECOGNITION

A. RECOGNITION OF THE ASSOCIATION

The Field Local Board of Education (hereinafter referred to as the "Board") recognizes the Field Local Teachers Association/OEA/NEA (hereinafter referred to as the "Association") as the sole and exclusive representative of all certificated teachers, including tutors, whether on leave, on a per diem basis, excluding psychologists, athletic director, district behavior coach, teacher of the visually impaired (TVI) and casual substitutes (as defined hereafter), and all administrators as defined hereafter.

- B. "Casual substitute" shall be defined as a person who is employed for intermittent periods of time.
- C. "Administrator" shall be defined as any individual who has authority, in the interest of the public employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other public employees; to responsibly direct them; to adjust their grievances; or to effectively recommend such action, if the exercise of that authority is not of a merely routine or clerical nature but requires the use of independent judgment.
- D. All references to "teacher" in this Agreement shall mean a member of the bargaining unit.

E. DURATION OF BARGAINING RECOGNITION

- 1. Recognition of the Association as the sole and exclusive representative of members of the above defined bargaining unit shall be for the term of this Agreement, without challenge, as provided for in Sections 4117.05 (A) and 4117.05 (B) of the ORC, and will continue, thereafter, until and/or unless a challenging employee organization is legally successful in gaining exclusive representation rights as provided for and in strict compliance with the provisions set forth in 4117.05 and 4117.07 of the ORC.
- 2. Petitions for elections may be filed with the State Employment Relations Board (SERB) no sooner than one hundred twenty (120) days or later than ninety (90) days before the expiration date of this Agreement, or after the expiration date, until such time as the parties enter into a new written Agreement.

Article 2. BOARD OF EDUCATION RIGHTS

- A. The Board of Education, except as otherwise agreed to in this Agreement, shall have the right to:
 - 1. Determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure.
 - 2. Direct, supervise, evaluate, or hire employees.
 - 3. Maintain and improve the efficiency and effectiveness of governmental operations.

4. Determine the overall methods, processes, means, or personnel by which governmental operations are to be conducted.
 5. Suspend, discipline, demote, or discharge for just cause; or lay off, transfer, assign, schedule, promote, or retain employees.
 6. Determine the adequacy of the work force.
 7. Determine the overall mission of the employer as a unit of government.
 8. Effectively manage the work force.
 9. Take actions to carry out the mission of the public employer as a governmental unit.
- B. The Board is not required to bargain on subjects reserved to the management and direction of the schools except as they affect wages, hours, terms and conditions of employment; and the continuation, modification, or deletion of an existing provision of this Agreement.

Article 3. NEGOTIATIONS PROCEDURE

A. REPRESENTATION

1. Designated representatives of the Board shall meet with the designated representatives of the Association to negotiate in good faith.
 - a. Representation shall be limited to not more than six (6) representatives each of the Board and the Association, and these representatives must be named prior to each negotiating meeting.
 - b. Neither party in any negotiations shall have any control over the selection of representatives of the other party.
2. While the Board and the Association shall execute no final negotiated Agreement without ratification, the parties mutually pledge that their representatives will have all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

B. SCOPE OF BARGAINING

The parties shall bargain all matters pertaining to wages, hours, or terms and other conditions of employment; the continuation, modification, or deletion of existing provisions; and any other items mutually agreed upon.

C. DIRECTING REQUESTS

1. If either of the parties desires to negotiate, it shall notify the other party in writing not more than one hundred twenty (120) days nor less than ninety (90) days prior to the expiration of

this Agreement. Upon receipt of written request for the opening of negotiations, the Board and the Association jointly shall notify SERB that the impasse procedures identified in the current Agreement will be employed exclusively in place of the procedures alternately provided under ORC 4117.14 and related sections.

2. Both parties will make every effort to conclude negotiations satisfactorily within ninety (90) calendar days from the time of receipt of the original written request. The time may be extended by mutual consent.

D. NEGOTIATIONS MEETINGS

1. Within fifteen (15) days after receipt of the written Notice to Negotiate, an initial meeting will be held at which the parties will submit in writing their proposals and, thereafter, additional items shall not be submitted by either party unless the other party consents thereto. Proposals shall in form and detail specify that to which agreement is sought in terms acceptable to the proponent, without clarification or supplementation, which, if agreed to by the other party, shall express the whole agreement between the parties with respect to the matter at issue. Dates mentioned in any of the provisions of this Article may be extended by mutual consent of the parties in writing.
2. Further meetings shall be held at the request of either of the parties involved. Negotiations sessions shall be held at times mutually agreed upon by both parties. Meetings shall be private and not subject to Ohio's Open Meeting law.
3. Other rules for conducting negotiations which are deemed necessary and not covered by this Article, upon mutual agreement, may be discussed and may be agreed upon at the first session.
4. Information: The parties agree to furnish, upon written request and in a reasonable time, available information concerning the financial status of the District and such other available information as will assist the parties in the development and evaluation of proposals. Requests from the Association shall be directed to the Superintendent, and requests from the Board shall be directed to the President of the Association. Access to available information in such form as it may exist constitutes compliance with this provision, and neither party is obligated to develop data or information not in existence or to re-word, re-draft, summarize, compute, or otherwise develop data or information in other than its existing form.
5. Caucus: Either team may call a caucus at any time. Unless mutually agreeable, a caucus shall not exceed thirty (30) minutes.
6. Item Agreement: As negotiations items receive tentative agreement, they shall be reduced to writing and initialed by a representative of each party. No items so initialed shall be considered final until agreement has been reached on the entire package.
7. Schedule of Meetings: Until all negotiations meetings are completed, the parties shall discuss a time and place for a subsequent meeting.

Article 4. AGREEMENT

- A. When tentative agreement is reached on the items being negotiated, a final written copy shall be prepared for the consideration of the Board and the Association. In the event either party rejects the tentative agreement, that party shall request a meeting to explain the reasons for the rejection prior to utilizing the mediation processes specified in Article 5.
- B. The tentative agreement shall first be submitted to the Association membership for ratification, and all members of the Association's negotiating team shall recommend and urge approval. If the Association ratifies the agreement, its President shall affix his/her signature. The Board shall then receive written certification that the agreement has been accepted or rejected by a majority of the membership of the Association.
- C. Upon approval of the bargaining unit represented by the Association, the tentative agreement shall be submitted to the Board at its next regular or special meeting for its approval, and all of the members of the Board negotiating team shall recommend and urge approval.
- D. Upon official adoption by the Board, the Agreement shall be signed by the spokes-person for each party, the Association President, and the Board President. The resulting agreement shall constitute the Agreement of the parties.

Article 5. IMPASSE

- A. In the event that the parties are unable to reach agreement on all issues within the time limitations as provided, either party may declare the unresolved issues to be at impasse. The parties will seek to resolve the impasse through mediation in accordance with ORC 4117.14(C)(1), by requesting that the Federal Mediation and Conciliation Service (FMCS) appoint a Federal Mediator for the purpose of assisting the parties, except that in the event that FMCS is not available, then SERB shall provide a Mediator under Section 4117.14(C)(2). Said mediation shall be the final step of impasse resolution.
 - 1. The parties shall meet at the request of the Mediator.
 - 2. The Mediator shall only have the authority to assist the parties in reaching an agreement.
- B. The costs which may be incurred from the use of a Mediator and expenses as outlined above shall be shared equally by the Board and the Association.

Article 6. RIGHTS OF INDIVIDUALS

Nothing in this Agreement shall prohibit any teacher from presenting his/her views as an individual relative to items which affect his/her status in the District to the Administration or the Board in accordance with established procedure. Negotiations, however, shall be conducted according to this document. [See, also, Article 7 "GRIEVANCE PROCEDURE", Section B (Purpose).]

Article 7. GRIEVANCE PROCEDURE

A. DEFINITIONS

1. **Grievance**: A claim by a teacher or group of teachers or the Association based upon a misinterpretation or misapplication, or an alleged misinterpretation or misapplication, of any of the provisions of this Master Agreement, except as otherwise noted.
2. **Grievance Procedure**: A method by which an individual can express a complaint, problem, or dispute without fear of reprisal and obtain a fair hearing at progressively higher levels.
3. **Aggrieved Teacher**: A teacher or teachers making the claim.
4. **Party of Interest**: The teacher making the claim and any person who might be required to take action or by whom action might be taken in order to resolve the claim.
5. **Accredited Representative**: The Association President shall furnish the list of accredited representatives to the Superintendent or his/her designee no later than October 1 of each school year.
6. An "accredited representative" may be present at all steps of any grievance, at the request of the Association President, to represent the Association's interests in the disposition of the grievance.
7. **Day(s)**: A day(s), for the grievance procedure, shall be defined as any day school is actually in session.

B. PURPOSE

1. The purpose of the Grievance Procedure is to secure at the lowest possible administrative level, in the shortest possible time, equitable solutions to the grievances which may from time-to-time arise. Further, both parties will endeavor to present all the facts related to the grievance at the first step of the Grievance Procedure in order that an equitable solution may be achieved. Both parties agree that grievance proceedings shall be kept as confidential as may be appropriate at all levels of the Procedure.
2. Nothing contained herein shall be construed as limiting the right of any teacher having a claim or problem to discuss the matter with any appropriate administrator, and having the claim or problem adjusted without intervention and/or consultation of the Association, provided that such adjustment is not inconsistent with the terms of this Agreement.

C. PROCEDURE

1. The parties agree that an aggrieved teacher must submit such grievance claim to the Grievance Procedure without delay, in no case more than twenty-eight (28) days after the aggrieved teacher becomes aware of the occurrence.

2. A written answer at any step of the Grievance Procedure shall be considered final and binding unless the grievance is appealed to the next step after the receipt of the answer within fourteen (14) days.

D. STEP ONE

1. An aggrieved teacher shall first discuss his/her grievance with the appropriate administrator (the lowest level administrator who can resolve the issue; (normally, building principal), either individually or in the company of an accredited representative, with the objective of resolving the grievance. A Step One Grievance Form shall be completed (Appendix A).
2. If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Step One or if no decision has been rendered within seven (7) days from the date when the party of interest was made aware of the grievance the aggrieved teacher may file his/her claim as a formal grievance by submitting said claim to Step Two of the Grievance Procedure within fourteen (14) days.

E. STEP TWO

1. The written grievance (Appendix A) signed by the aggrieved teacher, with or without his/her accredited representative, shall be presented to the appropriate administrator (the lowest level administrator who can resolve the issue; normally, building principal).
2. If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Step Two or if no answer has been given on the approved Grievance Form (Appendix A) within seven (7) days of the date that the written grievance was presented to the appropriate administrator, the aggrieved teacher may file his/her claim as a formal grievance by submitting said claim to Step Three of the Grievance Procedure within fourteen (14) days.

F. STEP THREE

1. The written grievance signed by the aggrieved teacher, with or without his/her accredited representative, shall be presented to the Superintendent (unless the Superintendent heard the grievance at Step One or Two. In that case, this Step shall be skipped and the grievance shall advance to Step Four).
2. The Superintendent or his/her designee, who shall not be the same person involved in Step One or Two, but shall have authority to resolve the grievance, shall, within seven (7) days upon receipt of this grievance, conduct a hearing concerning the claim.
3. The hearing shall include the aggrieved teacher, with or without his/her accredited representative, and any others who may be needed to give information as to the claim.
4. Within fourteen (14) days of the hearing, the Superintendent or his/her designee shall render a written answer on the approved Grievance Form.
5. Copies of the answer of the Superintendent or his/her designee shall be delivered to the aggrieved teacher and receipt of same shall be acknowledged by the teacher.

6. If the aggrieved teacher is not satisfied with the decision rendered in Step Three, he/she may, within fourteen (14) days after receiving the decision of the Superintendent or his/her designee, request in writing that the grievance be submitted to Step Four of the Procedure. However, if the parties agree, the grievance may be submitted to facilitation through the Federal Mediation and Conciliation Service (FMCS).

G. STEP FOUR

1. If the grievant is not satisfied with the disposition of the grievance at Step Three, or if the facilitation process is not successful or not initiated, the grievant (through the Association) may request a hearing before an arbitrator under the rules of the American Arbitration Association.
2. Once the arbitrator has been selected, he/she shall proceed with arbitration of the grievance in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator shall have the authority to consider only a single grievance or several grievances involving a common question of interpretation or application.
3. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the Board, the Association, and the grievant.
4. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Agreement, nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted to him/her or to submit observations or declarations of opinion which are directly essential in reaching the determination.
5. The arbitration shall in no way interfere with management prerogative involving the Board's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of law.
6. The cost of the arbitrator's fee, arbitration transcript, and cost of hearing room shall be shared equally. The Association shall be entitled to have two (2) members in attendance at all arbitration hearings.

H. PROFESSIONAL RIGHTS PROVISION

No reprisals will be taken by either party or by any member of the administration against any party of interest, any school representative, any member of the Association's Professional Rights and Responsibilities Committee, or any participant in the Grievance Procedure by reason of such participation.

I. GENERAL PROVISIONS

1. Controversies may arise of a nature so general as to directly affect personnel from more than one (1) building. It is agreed that issues of this nature need not be subjected to the entire Grievance Procedure but may be initiated by either party at any step of the Grievance Procedure prior to Step Four.
2. The parties of this grievance agree to make available to each other upon request, all information not privileged under law, in its possession or control, which is relevant to the issue raised in the grievance.
3. Every effort shall be made to avoid interruption of classroom activities and to avoid the involvement of students in all phases of the Procedure. Grievances shall not be normally processed during the regular work day, except grievances may be processed during "unassigned periods." The aggrieved individual and his/her accredited representative shall be released without loss of pay when processing a grievance during "unassigned periods."
4. Forms for processing grievances shall be designated by the Association and the Superintendent and shall be given appropriate distribution so as to facilitate the operation of the Grievance Procedure.
5. Cost of printing, distribution, and maintaining said designated forms shall be borne equally by the parties of this Agreement in proportion to the use of said designated forms.
6. A grievance may be withdrawn at any level without prejudice or record.
7. If the Association decides at any level of the Grievance Procedure that a grievance is without merit or that an equitable answer has been given to the aggrieved person, it may withdraw its support. The aggrieved person may always seek, individually, further satisfaction of his/her grievance through normal administrative channels.
8. All documents, communications, and records dealing with the processing of a grievance will be furnished to all parties to a grievance. No records, documents, or information concerning a grievance shall be transmitted as part of an individual's personnel record.
9. Failure to hold a grievance hearing, or provide a written grievance answer by the appropriate administrator, shall permit the aggrieved person to move the grievance to the next step of the Grievance Procedure.

Article 8. STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. The Board and the administration will give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. At least annually, the administration and teachers within each school building will review issues relating to school climate and discipline in that building.
- B. A teacher may use such reasonable measures as are necessary to protect himself/herself from attack or to prevent injury to another student.

- C. Assault or threat of assault upon a teacher or possession of a weapon shall be reported to the administration. The Board and administration shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authority.
- D. Student discipline shall be governed by the Student Code of Conduct.
- E. If in-school disciplinary procedures, such as detentions or Saturday school, are available, such extra-service positions shall be offered to all qualified members of the bargaining unit first, on a rotating basis within each building, and others thereafter. Unit members who want to be offered such work shall notify their building principal by the first student day each semester to be placed on the list. If a unit member is offered work and turns it down, s/he will have given up his/her turn in that rotation and the next unit member on the list shall be offered the work. Compensation for those positions filled by FLTA members shall be forty dollars (\$40.00) per hour. Unit members assigned to Saturday School shall be compensated for a minimum of three (3) hours.

Article 9. VACANCIES, PROMOTIONS, AND TRANSFERS

A. SEARCH SELECTION PROCESS

1. The Administration and Association, through its President, shall establish a search and selection process for filling a vacancy. This process shall include a committee composed of an equal number of FLTA members and administrators that will collaborate in identifying criteria and qualifications necessary to fill the vacancy, engage in the interview process and provide recommendations to the Superintendent of a minimum of three (3) finalists to fill the vacancy. The committee may send a rank order list of recommendations to the Superintendent and FLTA President to be reviewed following interviews but prior to selection of the candidate. The Superintendent will make the final recommendation (new hire) or determination (internal) for employment of a candidate. If there are fewer than three (3) candidates to fill a vacancy, the committee will send all candidates to the Superintendent, with any recommendation the committee may have with respect to the candidate(s). The FLTA President in consultation with the executive committee shall select the FLTA members to serve on selection committees, by building each year. A list of selection committee members, by building, will be submitted to the superintendent. If no teacher is on the list from a specific area of study, the superintendent shall contact the FLTA president or designee for names. Teachers and administrators who participate in search and selection committees will be trained in interview techniques.
2. When this process happens outside school hours the teachers will be paid according to Article 40 the Extra Service Compensation.

Prior to interviewing for the vacancy with a candidate outside the FLTA, the committee will interview any FLTA members who have applied for the vacancy. If only one FLTA member has applied for a vacancy, the FLTA president and Superintendent may decide that a committee is unnecessary.

3. Group consensus should be the deciding factor for recommendation of finalists. The search committee shall meet and attempt to reach consensus prior to any recommendation of finalists. A representative of the FLTA and administration shall sign the recommendation indicating a consensus was reached. If consensus cannot be reached, the representatives of the FLTA and administration shall notify the Superintendent. The Superintendent shall then make the final recommendation (new hire) or determination (internal) for employment without a recommendation from the committee.

B. VACANCIES

1. A vacancy shall occur following the resignation, retirement, voluntary transfer, involuntary transfer, non-renewal, termination, and/or the acceptance of leave. A newly-created position shall be considered a vacancy. A position that is eliminated shall not be considered a vacancy.
2. Any teacher may apply for a vacancy. In filling the vacancy, the Board agrees to give consideration to the professional background and seniority of applicants. An applicant with less seniority in the Field Local Schools shall not be awarded such position unless his/her qualifications are superior to applicants with greater seniority as determined by the Superintendent or his/her designee.
3. Notices of Vacancy
 - a. Standard Posting: Notice of any instructional (including summer school) or administrative vacancies within the certificated staff shall be posted by the Superintendent's office for five (5) days prior to the implementation of the search process. A copy of these notices shall also be sent to the President of the Association via e-mail. Vacancies will be posted on the district website, and a message will be sent using the voice system. The posting/message shall describe the qualifications and assignment.
 - b. Vacancies Which Occur From August 1 to First Student Day.: The above paragraph is not applicable to vacancies or positions which occur after August 1 of each year, except those persons who have given a written notice of their interest in such a position, shall be contacted. If the attempt to notify such persons is unsuccessful, the Association President or his/her designee will be notified within twenty-four (24) hours. The Association President or his/her designee shall be given twenty-four (24) additional hours before the position is filled.
 - c. Standard Posting: Deferred Start Date: In the event a vacancy occurs during the course of the school year and in the judgment of the Superintendent filling the vacancy through the regular posting and bidding procedure as set forth elsewhere in this Article 9 would adversely affect the continuity of instruction, the Superintendent will so advise the FLTA President. If desired by the FLTA President, the Superintendent will meet and discuss the instructional concerns with FLTA representatives and consider objections or alternatives, if any, which may be suggested by FLTA.

In the event that the Superintendent remains convinced that filling the vacancy through the regular posting and bidding procedure would adversely affect the continuity of instruction, the Superintendent shall have the right to promptly post the vacancy to take effect no later than the first day of the next school year as set forth in the posting. The posted vacancy shall be awarded without delay in accordance with the standards as set forth elsewhere in this Article 9 and shall thereupon be designated as an encumbered vacancy.

The above-styled encumbered vacancy may be filled on an interim basis by employing a qualified, regular certified teacher from outside the bargaining unit if the vacancy occurs within the first ninety (90) calendar days of the school year for the period of encumbrance, not to extend beyond the end of the school year. The contract issued to the interim teacher shall be as set forth in Appendix E of this Master Agreement. In the event the Board should decide to reemploy the interim teacher for the subsequent school year, the teacher shall be credited with one-half (1/2) year seniority.

In the event the encumbered vacancy occurs after the first ninety (90) calendar days of the school year or the encumbered vacancy is of fewer than ninety (90) days' duration, the Board may use a substitute teacher or teachers to cover the period of encumbrance.

- d. Alternative to Standard Posting: In the event a vacancy occurs at a time which results in an immediate need to fill the vacancy, the Superintendent may with the written agreement of the FLTA President, or designee, make a good faith effort to contact every qualified bargaining unit member to determine if any such member has an interest in the vacancy rather than utilize the posting procedure in 9.A.1. above. If the Superintendent and FLTA are satisfied that no qualified bargaining unit member has an interest in the vacant position, the Superintendent may then seek to fill the position from outside the bargaining unit.
4. Positions to be filled by teachers returning from leave of absence, maternity leave, or the reduction in force list shall not be posted.
 5. The Board declares its support of promotion from within its own system, including to supervisory and administrative levels.
 6. "Seniority" for the purpose of this Article shall be defined as the length of continuous service in the Field Local School District. Part-time employees shall accrue seniority at the rate of one (1) year seniority for two (2) years of service. Among those with the same length of continuous service, seniority shall be determined by: (a) the date of the Board meeting at which the teacher was hired; and then by (b) the date on which the teacher submitted a completed job application.
 7. Any FLTA member who has applied for but was not offered the opportunity to fill a vacancy may meet with the Superintendent or his/her designee to ask the Superintendent or his/her designee why the FLTA member was not recommended to fill the vacancy.

C. PROMOTIONS

Any teacher, who accepts an administrative or supervisory position and later returns to teacher status, shall be entitled to retain such rights as he/she may have had under this Agreement prior to such acceptance of an administrative position.

D. TRANSFERS

1. Voluntary

- a. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers.
- b. No later than May 1 of each school year, the Superintendent shall post using the District website, District e-mail, and the voice system a list of the known vacancies which shall occur during the following school year.
- c. Teachers who desire a change in assignment or who desire to transfer must file a transfer request form (See Appendix F) with the Superintendent or his/her designee not later than May 15 of each year.
- d. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional and legal requirements of the school system. No such request shall be denied arbitrarily, capriciously, or without basis in fact. If a teacher's request for transfer has been denied, a renewed or subsequent request made in the following school year shall be granted under the conditions described above, unless there is no available position to which the teacher can be transferred or an adequate replacement for the teacher cannot be obtained. If more than one (1) equally qualified teacher has applied for the same position, the determination as to which teacher shall receive it shall be made by seniority.

2. Involuntary

- a. No vacancy shall be filled by means of involuntary transfer or reassignment if there is a qualified volunteer, as defined in Voluntary Transfer above, available within the system.
- b. When involuntary transfers are necessary, a teacher's areas of competence, major and/or minor fields of study, quality of teaching performance, and seniority will be considered, together with instructional requirements, staff availability, and student needs in determining which teacher is to be transferred.
- c. An involuntary transfer will be made only after a meeting between the teacher and the administrator making the decision so that the administrator can share with the teacher written reasons for the transfer. In the event that a teacher objects to a transfer at this meeting, the teacher may appeal to the Superintendent or his/her designee. The teacher may not grieve the reasons given by the administrator or Superintendent or his/her designee for the involuntary transfer, unless those reasons violate another section of the

contract.

- d. If a member is involuntary transferred more than two (2) times in a five-year period, the member shall have preference over those seeking a voluntary transfer or reassignment in regard to choice among those positions which are vacant.
- e. Tentative schedules for the following school year shall be given to the teachers by April 15th for the High School and the Middle School.

Article 10. PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. The Board and administration will attempt to contract teachers who have a degree or degrees from an accredited college or university and who meet the full licensure/certification requirements of the State of Ohio.
- B. Specialized services in the fields of Elementary Art, Physical Education, Music, Certified Library, Speech Language Pathologist, Remedial Reading, Psychologist (to provide counseling and testing), and Special Education, as required by law, shall be provided.
- C. The notification of teacher assignments to their respective building, classroom, subjects, new instructional techniques, or any pertinent information relating to their preparation for the coming school year shall be communicated in writing to the teacher no later than June 15 exclusive of the provisions of Article 9 (VACANCIES, PROMOTIONS, AND TRANSFERS).
 - 1. By January 30th of each year, Department heads at each building shall make recommendations to the Administration regarding courses to be offered in the coming school year. The recommendations shall reflect discussion with the teachers in each department at their January Department Meeting.
 - 2. Principals shall share available scheduling information with department heads . Department heads shall write and distribute monthly meeting minutes to all department members, building administrators, and curriculum director.
 - 3. Principals and department heads shall meet together during the second semester to discuss scheduling options. A tentative schedule for the following school year shall be provided to each teacher by the last day of school.
- D. Each teacher who has been employed in the Field Local School District during the previous year as a full-time teacher must have on file in the Superintendent's office, by September 15, a valid teaching license/certificate, and an up-to-date transcript of credits certifying the highest degree obtained.
- E. The parties acknowledge that the ultimate responsibility for certificate/licensure renewal rests with the certificated employee. By April 15th of each year, the Superintendent's office shall post in each building a list of teachers whose certificates are expiring the following year. A copy of this list shall be provided to each building representative.
- F. Newly-employed teachers must provide the required reports prior to October 15.

G. DEFINITION OF SERVICE

1. Service shall be defined as all years of teaching service regardless of training level, with each year consisting of at least one hundred twenty (120) days within one (1) public school system or a chartered nonpublic school system under a limited or continuing teacher's contract, or Field Local Schools' substitute teacher's contract.
2. A year of military service shall be considered to consist of a minimum of eight (8) months of continual active duty.

Article 11. MAINTENANCE OF STANDARDS

This Agreement shall not be interpreted or applied to deprive teachers of any professional advantages heretofore enjoyed, unless expressly stated herein.

Article 12. INSTRUCTIONAL MATERIALS AND SUPPLIES

- A. Classroom supplies will be supplied to each teacher. Teachers shall be discouraged by their respective administrators from purchasing with their personal financial resources texts, materials, and any other supplies that they may need in the performance of their duties. No teacher will be reprimanded if the learning environment is restricted and, as a result, student motivation and achievement is reduced due to lack of required texts, materials, and supplies.
- B. There shall be copy machines for instructional use provided in each school building.

Article 13. ASSOCIATION RIGHTS

A. FAIR SHARE FEE

The parties agree that, should fair share fee be found to be constitutional in the future, the language in this section in the 2018-2019 Negotiated Agreement shall be restored in its entirety.

B. EMPLOYER INFORMATION

The Board agrees to furnish the Association with all available financial data concerning revenues and expenditures of the District. At the Association's expense, the Board agrees to furnish the Association with all other information required by the Association to exercise its responsibilities as the bargaining agent.

C. NONJEOPARDY

No employee shall suffer discrimination, jeopardy, or coercion in employment or promotional opportunity because of Association representation.

D. ASSOCIATION MEETINGS

Reasonable requests to conduct an Association meeting at a school building shall be honored.

E. USE OF SCHOOL MAILS AND BULLETIN BOARDS

1. The Association shall be authorized to use the school mails, "pony," and the teachers' mailboxes and school email.
 2. The Association may provide a bulletin board, the size, type, and style agreed upon by the administration, to be located in the teachers' lounge for general use of the Association.
- F. Accredited representatives, as defined in Article 7, shall have access to the school building to conduct Association business. Accredited representatives who are not employees of the Board shall have access to the schools on visitor status. The conducting of such business shall not interrupt the teaching of any class, including those of accredited representatives.
- G. The Association President has the right to request and be given a copy of the Board agenda and any attachments to the Board agenda prior to a regularly scheduled meeting of the Board. The Association President has the right to request and be given a copy of the minutes of the previous Board meeting no later than one (1) working day before the next regularly scheduled meeting of the Board.

H. COMMITTEE PARTICIPATION

1. An opportunity shall be provided for representatives of the Association to participate in the initial planning of any school committee engaged in the formulation of programs or projects that affect the provisions of Article 3.B, in which teachers might be required to participate.
2. Representatives of the Association shall include the President or his/her designee.

I. RELEASE OF TEACHER'S NAME, ADDRESS, AND TELEPHONE NUMBER

The Board agrees to release only that information which they are obligated to release by law.

- J. The entire teaching staff may draw upon a bank of eight (8) days per year for Association business. Additional days shall be available to the Association provided the Association pays the cost of needed substitute(s). The Association President may draw upon an additional bank of eight (8) days per year for Association business, which may be taken in half-day increments and do not require the Association to pay the cost of a substitute.
- K. Delegates of OEA and/or NEA shall be entitled to use three (3) days per year to attend state or national meetings, without loss of pay and without reimbursement for expenses incurred. In addition, up to five (5) members of the local OEA leadership team, including the president, shall be entitled to attend the two-day OEA leadership summit and one additional OEA professional development event of up to two (2) days each school year.
- L. The FLTA President shall not be assigned any duties during his/her work day.

- M. Officer Stipends — The Association President, Vice-President, Secretary and Treasurer may elect to be paid a flow-through stipend from FLTA. If such a stipend is elected, FLTA shall prepay the Board a gross amount from which the Board Treasurer will withhold all applicable taxes and deductions and issue payment of the net amount to the Officer. FLTA shall prepay the Board fourteen (14) days prior to the last teacher workday and payment will be issued by the Board in the first payroll following the last teacher work day each year. The Association agrees to indemnify and hold harmless the District from any and all liability which may result from the payment of this stipend.

Article 14. RIGHTS OF TEACHERS UNDER THIS AGREEMENT

The provisions of this Agreement shall prevail over all existing Board policies, instructions, or handbooks that are in conflict with any provision of this Agreement. The parties also intend, to the fullest extent allowed by law, for this Agreement to supersede and take the place of the ORC in all provisions addressed by this Agreement, even where the ORC is not specifically referenced, except where otherwise expressly stated herein.

Article 15. NO REPRISALS

The Board and the administration will take no reprisals of any kind against any teacher for action taken relative to negotiations of and/or the enforcement of this Agreement through the grievance procedure or the exercise of their rights guaranteed by the U.S. Constitution.

Article 16. NONDISCRIMINATION IN EMPLOYMENT

- A. The Board agrees that it shall not unlawfully discriminate in employment or assignment of any teacher.
- B. Assignment or reassignment of teachers who are members of the same family shall not be considered discriminatory; teachers who are members of the same family may be assigned in whatever manner the Board deems will best serve the students' needs.

Article 17. TEACHER WORKDAY

- A. The maximum number of successive hours per school day shall not exceed seven (7) hours and thirty (30) minutes, including:
1. Thirty (30) minutes prior to the opening of school.
 2. Fifteen (15) minutes after the dismissal of school, with the following exceptions:
 - a. Emergencies as determined by the appropriate administrator. In cases of an emergency due to late buses, all teachers shall remain until all bus routes have begun.
 - b. Staff, department, grade, and curriculum meetings.
 - c. Parental conferences.

Article 18. TEACHING HOURS, CLASS LOADS, AND RESPONSIBILITY

A. INSTRUCTIONAL LOAD

1. General

- a. At least one (1) full-time equivalent classroom teacher will be employed for every twenty-five (25) pupils in the District average daily membership as calculated in accordance with ORC 3317.02 and 3317.023.
- b. "Classroom teacher" includes certificated employees who provide direct instruction to pupils.
- c. There shall be no more than twenty-eight (28) students per class in Kindergarten, 1st and 2nd grades.

2. Elementary

- a. Elementary teachers shall be provided an uninterrupted duty-free lunch period of at least thirty (30) minutes.
- b. All full-time elementary (K-5) teachers, including full-time specialist teachers, shall have no fewer than two hundred (200) minutes of preparation time per week exclusive of lunch, student passing time, team planning time and time before and after the student day. No first-year teacher shall be requested to do an extra duty, sit on a committee, be a team leader, or be responsible for/attend an evening event other than open house, parent-teacher conferences, or job-related evening events such as music concerts.
- c. Classroom Webpages must be created and include name, contact information, and a direct link to electronic information about the class if applicable. The frequency of maintaining will not be the subject of summary letters, discipline or markdown on performance evaluation.

3. Secondary Schools

- a. In a study hall or duty assignment that exceeds an enrollment of sixty (60) students, an additional staff member shall be provided for each group of sixty (60) students or fraction thereof, if requested.
- b. The teaching day of secondary school teachers shall include a duty-free lunch period of not less than forty (40) minutes and a preparation period of not less than forty (40) minutes. Secondary teachers shall have not more than three (3) different areas of preparation without agreement between the teacher and the administration. Teachers who have three (3) or fewer preps can be assigned a duty. A teacher who agrees to more than three (3) different areas of preparation shall not be assigned a duty. Their instructional load shall not exceed six (6) classes. An additional instructional period may be assigned if mutually agreed upon by the teacher and the administration. Core teachers may not be asked to sign off on more than four (4) preps. Core teachers shall sign off on four (4) preps if the 4th prep is an honors

section of one of their current course selections. Elective teachers may not be asked to sign off on more than five (5) preps, except for the Choir position.

No first-year teacher shall be requested to teach an extra class, perform a duty outside of the student day, sit on a committee, be a team leader, or be responsible for/attend an evening event other than open house, parent-teacher conferences, or job-related evening events such as music concerts.

- c. Any teacher assigned to College Credit Plus shall receive an additional forty (40) minutes of preparation time. If the Administration determines that there is a scheduling issue, a stipend of \$2,000 will be paid in lieu of a planning period.
- d. Classroom Webpages must be created and include name, contact information, and a direct link to electronic information about the class, if applicable. The frequency of maintaining will not be the subject of summary letters, discipline or markdown on performance evaluation.

4. Teacher Travel Time

Any staff required to travel between the High School or Middle School and Brimfield or Suffield for assignments shall be provided thirty (30) minutes travel time. Staff required to travel between the High School and Middle School shall be allotted fifteen (15) minutes travel time.

B. RESPONSIBILITIES OF TEACHERS

1. Supervision of Students: Supervision of students is the teacher's responsibility during the entire school day. This includes activities in all school areas such as cafeteria, halls, lavatories, playground, assemblies, and any other place where students may be present. This supervisory duty shall not infringe upon his/her lunch period or preparation time/period. All teachers shall be at their door or duty station at 7:40 at the secondary level and 8:45 at the elementary level. Duties shall be assigned on a rotating basis prior to 7:40 and 8:45 and at the conclusion of the student day. The building principal and a representative group of teachers in each building shall determine the level of supervision needed and shall develop a rotating duty schedule. Teachers will be responsible for monitoring students only after 7:40 AM at the secondary level and 8:45 AM at the elementary level.
2. Leaving the Building: Any teacher desiring to leave his/her assigned building prior to the completion of his/her daily schedule and the normal workday shall first secure the permission of his/her building principal or his/her designee. The only exception is during his/her uninterrupted lunch period, at which time he/she shall notify the office.
3. In-Service Days: The teacher workday during in-service days shall not exceed seven (7) hours.

4. Parent-Teacher Conferences: Parent-teacher conference days shall be as follows:

- a. Four (4) one-half (1/2) days or the equivalent shall be designated parent-teacher conference days; additionally, beginning with the 2018-19 school year, one (1) full day in November shall be designated for one-half (1/2) day parent-teacher conference and one-half day of professional development. No Staff Meetings shall be held on conference days.
- b. Conference days may be held, in whole or in part, beyond the regular school day.
- c. For all conference time held beyond the regular school day on day(s) designated as parent-teacher conference days, there shall be a like amount of time off for teachers.
- d. In the event that a teacher has a scheduling conflict with a parent conference day, the teacher will first make all reasonable efforts to reschedule the conflicting event. If the conflicting event cannot be rescheduled, the teacher will submit the REQUEST FOR ALTERNATE PARENT CONFERENCE FORM (see Appendix C) no later than one week prior to the regularly scheduled conference day. Coaching of a District athletic team shall not be considered a scheduling conflict justifying an alternate parent conference day, unless a game is scheduled with another team
- e. This form may also be used in the event of staff illness on parent conference day.
- f. Failure to complete the alternative parent conference activities may result in loss of pay or the use of sick leave when appropriate.

5. Individual Education Plans

- a. In order to meet the needs of the teaching staff, the parents, the students and the administration regarding IEPs, the Board agrees to hire Substitute teachers throughout the year, as needed, with a minimum of four (4) days per year to rotate between classes so the teacher may meet with the parents of students on IEPs.
- b. Four (4) release days will be allotted to special education staff and specialty services staff who are involved in conducting IEP reviews. Educators shall have the option of working in any district building.
- c. Every effort will be made to provide Special Education teachers their plan periods in their own classrooms without students.
- d. If, at the end of the school year, a Special Education staff or specialty services staff member has not used all their allotted release days, then they will be paid at the substitute rate for any unused days by the second pay in June.

6. Alternate Assessments

- a. Special Education staff involved in preparing and/or administering alternate assessments shall be granted one (1) professional day for preparation/administration of alternate assessments. Special Education staff shall also be provided class coverage while proctoring alternative assessments, if needed.

7. Professional Development: Tentative schedules will be given to teachers one week before the actual professional development day.

Article 19. LENGTH OF SCHOOL YEAR

A. Annually the school calendar shall include the following:

1. School Year

- a. The teacher work year shall consist of one hundred eighty-three (183) days; one hundred seventy-three (173) days with students including two (2) full days or the equivalent for parent-teacher conferences, as specified in Article 18, B(4)(a). To compensate staff (district wide) for conference days, staff shall receive one fall compensatory day the Monday after Thanksgiving and one spring compensatory day the Friday before President's Day.
- b. Elementary students will be dismissed at 1:00 pm on the last student day of the year.
- c. Middle school students will be dismissed at 12:00 pm on the last student day of the year. High school students will be dismissed at the conclusion of their last exam.

2. Days without Students

- a. Two (2) orientation days for new staff members. One half (1/2) of the second orientation day shall be designated for FLTA Business.
- b. One (1) day for an opening staff meeting.
- c. One (1) Professional Development Day before students arrive.
- d. One (1) Staff Development Day, November Election Day.
- e. One (1) Parent/Teacher Conference/Professional Day in November, beginning with the 2018-19 school year.
- f. One (1) Teacher Record Day at the end of the first semester.
- g. One (1) Professional Development Day, the Thursday before Presidents' Day weekend, beginning with the 2018-19 school year.
- h. One (1) Teacher Record Day at the end of the second semester; all teachers will be dismissed upon conclusion of checkout requirements.

- i. Two (2) additional days shall be built into the calendar for professional development. The dates shall be mutually agreed upon by the parties. The FLTA President shall be consulted on the content of the professional development.

Should a teacher's work year be extended for any reason, said teacher shall be paid forty-dollars (\$40.00) per hour per Article 40, Extra-Service Compensation. This does not apply to any extended contracts.

Meeting time on any Record Day shall not exceed forty-five (45) minutes at the beginning of the day. Records Day will be normal working hours.

3. NEOEA Day/Alternative Hours

- a. Traditional program¹; or
 - b. Six and one-half (6 1/2) hours of individual professional activities arranged outside of the school day by the teacher or after school in-service activities provided by outside agencies.
 - c. See the preapproved Additional Hours Guide, Appendix D2, for further guidance.
4. The following general provisions will apply to all options under sections A3 above.
- a. Teachers will log all hours of participation and turn in logs as completed or by May 15 each school year (Appendix D1).
 - b. Individual professional development activities will have the prior approval of the building principal. The principal's decision can be appealed to the Superintendent or his/her designee.
 - c. All in-service and individual professional development activities must be completed by the end of the teacher work year.
 - d. Teachers not meeting the annual requirement shall have a salary deduction on a pro rata basis from the last pay in June.
 - e. Course work for advancement on the salary schedule would not qualify to meet the in-service requirement.

¹Note: Participation in any NEOEA-sponsored programs shall be credited for six and one-half (6 ½) hours, even if the length of the program exceeds six and one-half (6 ½) hours, unless prior approval is obtained.

Article 20. SCHOOL CALENDAR

A. CALENDAR

1. The Association may submit a proposed calendar to the Superintendent by December 15 of each year and an initial two-year calendar approval beginning in school year 2022-2023. This proposal will cover the 2023-2024 and 2024-2025 school years. Going forward it will be a one-year calendar two years in advance.
2. The administration shall present to the Association at least two (2) suggested calendars. Each calendar will specify the date of parent conferences. The one receiving the majority vote of the membership of the Association shall be adopted.

B. MAKE-UP DAYS

Full-day school closures beyond six (6) school days will be made up. Hours by which school is delayed will not be made up, unless such delays cause hours of student instruction to fall below the state-mandated minimum. In either case, time may be made up either in full-day increments or through extension of one or more school days, as mutually agreed upon by the parties. The calendar shall include proposed make-up time. The FLTA may propose make-up days during discussions of calendar proposals. Unless otherwise mutually agreed by the parties, the make-up days shall begin with the first weekday after the last scheduled student day of the school year, and continue on successive weekdays as necessary. Teachers will not be required to work when schools are closed due to hazardous weather or public calamity.

Article 21. CONTRACT

- A. A contract or salary notice shall be issued to each member of the bargaining unit no later than the first regular pay in September. The contract or salary notice shall contain the following information:
1. Names of parties.
 2. Term of contract, type of contract (limited or continuing).
 3. Annual salary and other compensation.
 4. Length of the school year and date, when known.
 5. A provision requiring the individual to abide by and maintain the applicable laws and policies of the Board. The individual contract is made subject to the rules and regulations of the Board except to the extent of the conditions of the Master Agreement.

Article 22. HEALTH

- A. The Board shall require and provide all such tests and examinations as required by Section 3313.71 of the ORC.
- B. The Board may make training sessions in cardiopulmonary resuscitation available to bargaining unit members. Said training will be offered on a strictly voluntary basis. Training on automated external defibrillators, however, shall be required.
- C. Smoking or the use of tobacco products:
 - 1. Smoking or the use of tobacco products in any form by employees shall be prohibited in all school buildings and on school grounds, both before and after the teacher workday, and at all school-sponsored events. This prohibition covers all conduct banned under Board Policy 9.14 (Smoke Free Schools), which includes, but is not limited to, the smoking of smokeless tobacco, alternative nicotine products such as electronic or "vapor" or other substitute forms of cigarettes, clove cigarettes, and any other lighted smoking devices for burning tobacco or any other substance, as well as the carrying of any lighted smoking device.

Article 23. LEAVES OF ABSENCE

A. SABBATICAL LEAVE

- 1. A teacher, upon written request to the Board, may be granted leave for professional study or improvement for one (1) or two (2) semesters with partial pay as set forth herein.
- 2. The proposed program for leave must be approved in advance. Application, including an outline of the study program or the proposals for professional improvement, must be submitted by April 1 of the school year preceding the year for which leave is requested unless the Superintendent or designee waives this requirement. A statement of achievement must be submitted at the conclusion of the leave.
- 3. To apply for this leave, a teacher must have completed at least five (5) years of service teaching in the District.
- 4. The amount of pay teachers shall receive while on leave under the provisions of this policy shall be the difference between the teacher's regular salary for the next school year and the salary of a teacher placed on the teachers' salary schedule on the 150 Semester Hours column, step 6.
- 5. Such pay shall not preclude the acceptance of fellowships or other sources of supplemental income by the teacher on leave.
- 6. A teacher granted leave of absence under this provision shall not advance on the salary schedule for the time of leave, but previously established tenure and seniority rights shall be retained.

7. As a condition of being granted a sabbatical leave, a teacher must agree to teach in the Field Local Schools for a period of time equal in length to his/her sabbatical leave. Failure to do so will require the teacher to refund to the Board all or partial payments received from the Board during the leave period. Such payment shall be made within sixty (60) calendar days from the day of separation of employment with Field Local Schools.
8. The teacher will be eligible for all insurance benefits provided by the Board as though he/she were a full-time certificated teacher, except that the Board will only pay fifty percent (50%) of the cost of the teacher's health insurance in effect at the time application is made for leave, and no sick leave benefits will occur during the period of sabbatical leave.
9. The number of such leaves granted per year shall be at the discretion of the Superintendent or his/her designee, except that no more than five percent (5%) of the professional staff may be on leave for study or professional improvement at any one time and only when satisfactory substitutes are available.
10. All teachers are to be considered eligible if they meet the following requirements:
 - a. The teacher must hold a standard certification/licensure.
 - b. The teacher must have taught in the Field Local Schools for a minimum of five (5) consecutive years.
 - c. Consideration would not be given more often than once for each five (5) years of service, nor leave granted for a second time, when other members of the staff have filed application.
11. Teachers on leave of absence for purposes of professional study or achievement shall notify the Board, through the Local Superintendent, of their intent to return to teaching in the system. Such notice shall be given prior to April 1. Failure of the teacher to give such notice will result in loss of teaching position.
12. A teacher requesting sabbatical leave shall be notified as to approval or disapproval of the request within thirty (30) days after submission of the request. If the requested leave is not granted, an appeal may be taken to the Board, but such decision is not subject to the grievance procedure.

B. UNPAID LEAVE OF ABSENCE

1. Upon written request of a teacher, the Board may grant a leave of absence to a teacher, for purposes other than professional study. Such leave shall be without pay and shall not exceed one (1) school year in length.
2. The Board shall grant leave of up to two (2) years where illness or disability is the reason for the request.
3. Upon return to service of a teacher at the expiration of his/her leave of absence, he/she shall resume the contract status that he/she held prior to such leave.

A teacher who has been on leave of absence cannot be guaranteed return to the same assignment as held before taking leave.

In the event that the position has been eliminated, the teacher shall be assigned a similar position. In the event that a similar position is not available (open), the teacher shall be assigned to any position for which he/she is certified.

4. Teachers granted such leave may elect to continue as a member of any existing group insurance plans by paying the full group rate premium.
5. Teachers on leave of absence must notify the Board, through the Superintendent, of their intent to return to teaching prior to April 1. Failure to give such notice will result in the loss of a teaching position.
6. A teacher on leave of absence shall be subject to all provisions within Article 33 (REDUCTION IN FORCE).
7. Continuous service will not be interrupted or affected by authorized leaves of absence. Leaves of absence shall not be included in the calculation of years of service in the determination of seniority.
8. Dock Days: No staff member may take more than three (3) dock days per school year and any days taken must be approved by the superintendent. Such approval must occur in advance, except in case of emergency including the use of sick leave.

C. PARENTAL LEAVE OF ABSENCE

Teachers requesting leave following birth or adoption of a child, may use up to 12 weeks of FMLA leave, with any available paid sick leave running concurrently. After FMLA leave is exhausted, the teacher may request and shall be granted unpaid leave of up to one (1) year in total (including 12 weeks of FMLA). If leave commences in the first semester of a school year, unpaid leave will not be granted beyond the end of that school year. If leave commences in the second semester of a school year, unpaid leave will not be granted beyond the end of the first semester of the following school year. The teacher will be guaranteed return to his/her original assignment, when leave originates and terminates within the same school year. The teacher shall have the opportunity to terminate parental leave early by informing the Superintendent two (2) weeks prior to the new return date.

D. MILITARY LEAVE

Teachers shall be granted military leave, upon request, in accordance with the requirements of state and federal law.

E. ASSAULT LEAVE

1. A teacher who is required to be absent due to disability resulting from an assault, which occurs in the course of and/or as a result of Board employment or attendance at school sponsored functions, will be eligible to receive assault leave. From the date of the assault,

the leave will be granted. The leave will not exceed thirty (30) working days. At no time during the leave will a teacher's pay or pay schedule be negatively affected. Fringe benefits for the employee and family will remain in effect during the leave. The teacher is required to submit to the Treasurer a statement of the incident. Such statement shall indicate the nature of the injury; the date of the occurrence; the identity, if known, of the individual(s) causing the assault; and the facts surrounding the assault.

2. The teacher who has been assaulted will complete an application for Worker's Compensation. If the assault leave is more than two (2) consecutive working days, the teacher shall provide a certificate from a licensed physician stating the nature of the disability and its expected duration.
3. Full payment for assault leave, less Worker's Compensation benefits, shall not exceed the teacher's per diem rate of pay and will not be approved for payment unless the form and certificate, as provided above, are supplied to the Treasurer. Falsification of either the signed statement or a physician's certificate is grounds for suspension or termination of employment under Ohio Revised Code 3319.16.
4. Where the teacher exhausts the assault leave, he/she may start the use of sick leave. The teacher would then use sick leave until he/she exhausted accumulated time or until he/she could maximize his/her STRS benefit because of disability or because of age. If the teacher's employment by the Board ceases, this provision shall no longer apply.
5. Extensions of the above provisions may be granted by the Superintendent.

F. JURY DUTY LEAVE

1. When a jury summons is received, the Superintendent shall be notified promptly.
2. If an employee serves as a juror, he or she will be paid his/her regular salary in full for regularly scheduled work hours missed as a result of jury duty. All monies received as compensation for jury duty shall be turned over to the Treasurer unless jury duty was served outside of regular work hours.

G. PROFESSIONAL LEAVE

If a teacher is elected to an office of the state or nation a professional education organization which is a full-time office, said teacher shall be granted an unpaid leave of absence for the term of service. Upon return to service of a teacher at the expiration of his/her leave of absence, he/she shall resume the contract status which he/she held prior to such leave. A teacher who has been on professional leave of absence shall be returned to the same or similar assignment as held before taking leave. In the event that the position has been eliminated, the teacher shall be assigned a similar position. In the event that a similar position is not available (open), the teacher shall be assigned to any position for which he/she is certificated. Such leave shall not interrupt years of service for seniority and salary placement.

H. FAMILY MEDICAL LEAVE

Notwithstanding anything to the contrary in the provisions of this Agreement, the Board and teachers shall each retain their respective rights and obligations under the Family and Medical Leave Act. When the law requires employers to select among several options, e.g., with respect to the 12-month period used to calculate leave, the option set forth in Board policy shall apply. In accordance with Board policy, the 12-month period for family and medical leave shall be calculated on a rolling year basis, and paid leave shall run concurrently.

Article 24. SICK LEAVE

- A. Each full-time teacher shall be entitled, for each month of service, to sick leave accrual of one and one-fourth (1 1/4) days. Teachers may use sick leave upon approval of the responsible administrator, for absence due to personal illness, pregnancy, incapacitation due to pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and to illnesses, injury, or death in the teacher's immediate family. Sick leave may also be used to care for newly adopted children under two (2) years of age to a maximum of twenty (20) days. Full-time teachers accrue to their credit fifteen (15) sick leave days per school year.

The "immediate family" is defined as a member of the family of the employee including his/her spouse, domestic partner (as defined below), children, parents, siblings, grandparents, stepparents, corresponding in-laws and relative living in the household. Sick leave may also be used in the case of a serious illness or injury of a grandchild, including surgery or hospitalization.

- B. In the event of a death in the immediate family of the bargaining unit member, sick leave may be used. "Immediate family" for this purpose shall be defined as their spouse, domestic partner (as defined below), child, parent, sibling, grandparent, grandchild, corresponding in-laws, aunt, uncle, niece, or nephew. Sick leave may also be used for step-child, step-parent, step-sibling, step-grandparent and step-grandchildren and corresponding in-laws. In the event of a death of someone not defined as "immediate family" you may use up to three (3) sick days per year as bereavement leave. The member will communicate the use of these days in the Administrator notes of the call off system.
- C. "Domestic partner" as used herein is defined to mean a couple, including a same-sex couple, with any of the following:
1. The member and domestic partner have a municipal domestic partnership registration;
 2. The member and domestic partner have a state domestic partnership registration;
 3. The member and domestic partner have a state civil union license;
 4. The member and domestic partner have a state marriage license;
 5. The member and domestic partner have a marriage license issued in a country other than the United States;
 6. The member and domestic partner must have a committed relationship of mutual caring which has existed with cohabitation for at least twelve (12) months and who can demonstrate financial interdependence; neither the member nor the domestic partner are in a domestic partnership, civil union, or marriage with someone else; the member and the domestic partner are not related by blood any closer than would normally prohibit legal

marriage; and the member and the domestic partner are not otherwise able to marry under the laws of Ohio.

Financial interdependence may be demonstrated in multiple ways including but not limited to three (3) or more of the following:

- a. Joint ownership of real estate property or joint tenancy on a residential lease;
- b. Joint ownership of an automobile;
- c. Joint bank or credit account;
- d. Joint liabilities (e.g., credit cards or loans);
- e. A Will designating the domestic partner as primary beneficiary;
- f. A validated retirement plan or life insurance policy beneficiary designation form designating the domestic partner as primary beneficiary; or,
- g. A durable power of attorney signed to the effect that the domestic partners have granted powers to one another.

D. The accumulation of sick leave shall be unlimited.

E. The Superintendent or designee shall require a teacher to furnish a satisfactory statement regarding absence. If medical attention is required, the teacher's statement shall list the name and address of the attending physician and the dates when consulted. A physician's statement must be provided to justify any absence lasting more than five (5) consecutive work days. If the Superintendent determines that a unit member has excessive absences or a pattern of absences suggesting abuse of sick leave, the Superintendent will meet with the unit member to discuss the concern and may request a physician's statement regarding the unit member's absence(s).

F. Each new teacher shall be advanced five (5) days sick leave credit at the beginning of the school year. If illness requires the teacher to use the full amount of credit before four (4) months of service have been completed, such teacher may not lawfully be advanced additional sick leave credit. The five (5) day advance is to be deducted from the future accumulation of sick leave credit the teacher earns on the basis of completed months of service under provisions of the Uniform Sick Leave Law (Reference: ORC 3319.141).

G. SICK LEAVE TRANSFER

1. When a bargaining unit member has a severe illness or medical emergency requiring prolonged hospitalization or recovery and has exhausted all of his/her accumulated sick leave and additional days are still needed, the bargaining unit member may request that additional days be transferred from sick days that have been donated for this purpose.
2. The bargaining unit member seeking additional sick days shall supply a physician's statement that specifically states that the bargaining unit member has a severe illness or medical emergency requiring prolonged hospitalization or recovery. The bargaining unit member agrees to provide the Board with written authorization meeting HIPAA requirements to allow the Board to access medical information that will assist in processing the request for additional days.

3. Each bargaining unit member may donate up to three sick days per year only one at time. If the bargaining unit member has less than thirty (30) accrued sick leave days, the bargaining unit member is not eligible to donate a sick leave day.
4. To donate a sick leave day, the bargaining unit member must complete the form found at Appendix G and submit the form to the Treasurer's office. The form donating sick leave days may be submitted to the Treasurer's office any time during the school year.
5. No sick leave days will be transferred from the donor until a bargaining unit member request the additional sick leave days. After the Treasurer's office receives the request, the Treasurer shall transfer one day from the bargaining unit member with the highest accumulated leave and continue down the list from highest to lowest accumulated leave. From year to year, the Treasurer shall continue down the list until the list is exhausted. A member can cancel deductions at any time by completing Appendix G.
6. The number of transferred days shall not exceed the number the bargaining unit member requested or used.
7. Bargaining unit member must use transferred days before the Board will advance any days.

Article 25. PERSONAL LEAVE

- A. All teachers shall be granted three (3) unrestricted personal leave days per year, without salary deduction or other penalty, provided that permission has been requested at least three (3) calendar days in advance of leave. In an emergency precluding advanced request, the teacher may utilize the same procedure as appropriate for sick leave notification and file the request immediately upon return. No more than five (5) bargaining unit members per building may be approved for personal leave on a single day, and personal leave will not be approved on Professional Development Days except in cases of actual emergency (e.g., accident, pipes burst).
- B. Personal days may be used to extend school holidays, provided that no more than five (5) bargaining unit members per building may be approved for personal leave on a single day. Approval shall be on a first come, first serve basis with the qualifying application time being the first student day of school at 8:00 a.m. Bargaining unit members wishing to extend the use of personal days by combining them with approved "dock" days must comply with the requirements and limitations for "dock" days set forth in Article 23.
- C. Personal leave shall only be used in increments of a full day(s) or a half day(s); may be used for any scheduled workday; and may be used successively, if necessary.
- D. All requests, except those for emergency leaves, shall be submitted at least three (3) days before requested date.
- E. Unused personal leave days shall revert to sick days at the end of each school year.

Article 26. PROFESSIONAL ACTIVITIES

- A. All teachers are expected to participate in professional activities of educational organizations, which operate for the benefit of the school. These include membership and holding office in professional organizations, participation in curricular studies, and educational leadership in experimental programs. Professional activities should relate to the teacher's primary teaching contract. However, the head of a club or extracurricular activities (e.g., student council advisor) may be granted one professional day to enhance their skills. Head coaches may be granted one professional day per sport they coach, whether to go to a clinic, attend a state tournament, or otherwise.
- B. The teachers will be provided opportunities to increase their professional competence through attendance at conferences and conventions.
- C. Teachers granted permission to attend meetings of state and national professional organizations related to their field of teaching shall be reimbursed for expenses incurred according to the established guidelines.
- D. Teachers, through their building principal, shall submit their request and rationale for participating in such activity to the Superintendent or his/her designee, upon the proper forms.
- E. Permission to attend such meetings must be approved by the principal of the building and the Superintendent or his/her designee.
- F. Approval of the request will be based upon consideration of the appropriateness of the activity in relation to system needs, number of teachers making such a request, and funds available.
- G. **PROFESSIONAL VISITS TO OTHER SCHOOLS**

The Superintendent or his/her designee may grant teachers one (1) day to visit other schools or attend college conferences without loss of pay. The Board shall pay the substitute for the day that the teacher is absent; however, the teacher must provide his/her own expenses. All visits should be made prior to May 1.

Article 27. STAFF MEETINGS AND INSERVICE PROGRAMS

- A. It is expected that in-service meetings will be scheduled at various times during the school year as appropriate needs and topics reveal themselves. Adequate notification shall be given to the teachers.
- B. There shall be a minimum of one (1) regularly-scheduled building meeting each month. These meetings shall not exceed forty-five (45) minutes in length from inception, unless mutual agreement has been made between the building principal and the building representative prior to the meeting.
- C. Additional meetings shall be scheduled as mutually agreed to by the building principal and the building representative, emergency meetings excepted.

- D. Department meetings are to be held monthly.
- E. Teachers are expected to attend scheduled meetings.

Article 28. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. PURPOSE

The Board and the Association agree to create, pursuant to S.B. 230, a Local Professional Development Committee (hereinafter referred to as "LPDC"). The purpose of the Field Local LPDC is to oversee, review, and rule on Individual Professional Development Plans (IPDP) for course work, continuing education units, and/or other equivalent activities, and to determine whether the course work that the certified/licensed personnel proposes to complete meets the requirements of the educator licensing rules. The LPDC shall be district-wide in scope and shall be the only committee of its type authorized to operate within the district.

B. COMMITTEE COMPOSITION AND SELECTION

1. The committee shall be comprised of a minimum of five (5) members as follows:
 - a. A majority of members shall be teachers who shall be selected by the Association President.
 - b. The remaining members may be a combination of administrators from the central district office and/or from the building level who shall be selected by the Superintendent. An effort will be made to have representation from all levels.
 - c. Each committee member must have a minimum of three (3) years of professional experience and demonstrate a belief in lifelong learning.

C. TERMS OF OFFICE

1. The term of office for members serving on the committee shall be for two (2) years from July 1 through June 30th. The initial terms of office shall be staggered as follows:
 - a. 2 teacher and 2 administrator = 3 years
 - b. 2 teachers and 1 administrator = 2 years
2. A member can only serve two (2) consecutive terms.

D. VACANCIES

1. A teacher committee member vacancy shall be filled by the Association President.
 - a. The president will post the vacancy following the procedure in Article 9.B.3.a.
 - b. The president will attempt to select members so that there are two secondary and two

elementary representatives.

2. An administrator vacancy shall be filled by an administrator appointed by the Superintendent, and may be filled by the Superintendent him/herself.
3. An individual selected or appointed to fill such a vacancy prior to the end of the expiration of a term for which the predecessor was elected shall hold office as a member for the remainder of that term.

E. CHAIRPERSON, SECRETARY/RECORDER, AND ALL OTHER COMMITTEE MEMBERS

1. The Chairperson and Secretary/Recorder shall be elected by a written majority vote of the LPDC. Anyone interested in serving in these capacities may self-nominate.
2. The Chairperson shall be elected for a two-year term unless they only have one year left on the committee and then they will be elected for a one-year term. These terms shall run from July 1st to June 30th. The Secretary/Recorder shall be elected for a one-year term.
3. Co-chairs are an option that can be determined by the LPDC.
4. There shall be an administrative alternate appointed by the Superintendent who shall act in ex officio capacity when one committee administrator is not available.
5. In addition to the Chairperson and Secretary/Recorder, the remaining committee members may elect one of their members by voice vote to act in any of the following capacities:
 - a. Chair(s), in the absence of the Chair(s).
 - b. Staff information contact person(s).
 - c. Reviewers of IPDPs.
6. Additional officers may be selected at the discretion of the committee.
7. The LPPC Chair will meet with the District's Administrative Secretary each April before the May postings to discuss if an LPDC position needs to be posted and what contract(s) need to be issued. When possible Elementary Positions will start with a three (3) year contract and Secondary Positions will start with a two (2) year contract.

F. TRAINING

1. Committee members shall be given paid release time to attend training at the discretion of the Superintendent if such training occurs during the regular school day.
2. LPDC members shall be reimbursed for mileage, meals, lodging, parking and registration at District-approved rates to attend relevant training offered that is pre-approved by the Superintendent.

G. MEETINGS

1. The LPDC will meet on a designated day of the month during the school year. A schedule shall be determined at the initial meeting of each year and shall be posted in each building.
2. All LPDC meetings shall be held either before or after the school day at the published location.
3. During the months of June, July, and August, the committee will meet on an "as needed basis". The Chairperson reserves the right to cancel a meeting during the summer months if no plans are submitted during a particular month.

H. DECISION MAKING

1. Decisions shall be made by a majority vote of the committee members present and voting.
2. In the event the committee consists of seven (7) members, decisions shall require a quorum of five (5) LPDC members. In the event the committee consists of five (5) members, decisions shall require a quorum of three (3) LPDC members.

I. STORAGE OF RECORDS

1. The Administrative Office shall keep all LPDC membership records up to date, maintain a mailing list of all members, and an accurate record of renewals of certificates and licenses. These records shall be kept in the Board offices.
2. The LPDC shall keep and retain records of its meetings, decisions, and recommendations.
3. It is the educator's ultimate responsibility to keep his/her certification/licensure records accurate.

J. LPDC RELEASE TIME

Committee members shall be given paid release time each year at the Superintendent's discretion.

K. APPEALS PROCESS

1. If the LPDC rejects an educator's IPDP, the individual shall be given the reason(s) for the rejection.
2. An educator whose IPDP is rejected by the LPDC may request reconsideration by submitting a revised plan or more detailed supportive materials to substantiate the legitimacy of their original plan within ten (10) working days of receipt of the LPDC's decision. The LPDC shall reconsider the request and vote to approve or disapprove the IPDP within thirty (30) days after receipt of the request.

3. If the LPDC votes to disapprove the educator's IPDP, an appeal may be made within seven (7) days of the LPDC's decision to the Appeals Committee which shall consist of the following members:
 - a. One certificated/licensed educator selected by the educator.
 - b. One certificated/licensed educator selected by the LPDC.
 - c. One certificated/licensed educator mutually agreed upon by the educator and the LPDC.

L. MISCELLANEOUS PROVISIONS

1. The LPDC shall not have the authority to revise, change, delete, or modify any Article/provision of this Agreement.
2. The evaluation process set forth in Article 30 of this Agreement is not related to the process set forth above.
3. One year's participation on the committee is equivalent to one semester hour toward licensure/certification renewal.

Article 29. PROFESSIONAL PERSONNEL RECORDS

A. Teachers' personnel records may include:

1. Application for employment, including references.
2. Copy of latest contract.
3. Copy of latest salary notice.
4. Sick leave and other leave records.
5. Teaching certificate.
6. Personal and professional data forms.
7. Transcript of college credits.
8. Record of military service.
9. Record of tuberculosis testing.

B. All copies of items included in the personnel file shall contain a date and the source of the information. The FLTA President shall receive copies of any performance-related paperwork that goes to a bargaining unit member from a principal that is copied to the Superintendent and may be put into the member's personnel file.

- C. A teacher shall be provided reasonable access to his/her personnel file so as to read any material in the personnel file excluding confidential letters of reference. Such opportunity shall be provided within seven (7) calendar days after receipt of such request to the Superintendent's office. A representative of the teacher may view the teacher's file upon written authorization from the teacher. The teacher shall acknowledge that he/she has read the material by affixing his/her signature and date to the copy to be filed. The signature shall not indicate agreement with the material but indicate only that the material has been inspected by the teacher. The teacher shall also have the opportunity to reply to such critical material in a written statement to which the Superintendent or his/her designee will initial as acknowledgement that he/she has read the teacher's reply. This signed copy shall be attached to the filed copy.
- D. Anonymous letters or materials shall not be placed in a teacher's personnel file.
- E. If any bargaining unit member disputes the accuracy or completeness of personnel information pertaining to him/her, he/she may submit a memorandum to the Superintendent explaining the alleged inaccuracy. If, upon investigation, the Superintendent sustains the bargaining unit member's allegation, the Superintendent will remove the inaccurate material from the personnel file or correct the inaccuracy.
- F. An employee may submit a written request to remove a written reprimand from his/her file after one year. A panel including the Superintendent or designee, Principal of the building where the employee currently teaches for the majority of his/her day and two FLTA members will review the request within 30 days of the request. If consensus is not reached, the Superintendent makes the final decision. If the request is denied, the member may resubmit the request the following year or thereafter. The final decision is non-grievable.

Article 30. TEACHER EVALUATION PROCEDURES

Purpose:

This Article shall govern teacher evaluation. The Board and Association acknowledge that the overarching purposes of the OTES 2.0 Ohio teacher evaluation system are to serve as a tool to advance the professional growth of teachers, to inform instruction and to assist teachers and administrators in identifying and developing best educational practices which provide the greatest opportunity for student learning and achievement.

I. JEC Composition and Charge:

The Joint Evaluation Committee (JEC) will meet to establish a revised article on Teacher Evaluation Procedures, which shall at a minimum incorporate the requirements of the Board policy and comport with Ohio law. Either party may also propose other changes to the article at the meetings of the evaluation committee. The JEC shall also function to give teachers the opportunity to provide input on the Board teacher evaluation policy that must be adopted, pursuant to ORC 3319.11. The revisions established by the Committee shall be subject to ratification by the Board and the Association. If the JEC does not complete its work by September 30, the Negotiations Team will meet to bargain the language.

There shall be at least one (1) annual meeting of the JEC. All evaluation decisions related to the

process and implementation of teacher evaluation shall be made by the JEC.

The committee shall continue its work to develop the OTES 2.0 forms and High-Quality Student Data (HQSD) procedure for all evaluation cycles and shall create a uniform list of requirements to be completed.

A. Committee Composition

1. The committee shall be comprised of six (6) Association members appointed by the Association President and six (6) members appointed by the Superintendent/designee. Committee members shall be representative of elementary, middle school, secondary, and specialty areas (i.e., music, art, special education).

B. Committee Operation

1. The committee shall be chaired jointly by a committee member from the Association and a committee member appointed by the Superintendent/designee.

2. The committee shall establish, by mutual agreement, a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks. The calendar of committee meetings shall be published internally to all bargaining unit members. The committee agenda shall be developed jointly by the co-chairpersons of the committee.

3. All decisions of the committee shall be achieved by majority agreement.

4. At each meeting, the committees shall select an individual to act as the official scribe for that meeting. All notes and official minutes, if any, shall be stored and available to members of the committee, Association President, and District Superintendent.

5. Members of the committee shall receive release time for committee work and training during the contractual workday or any committee work OR training and committee meetings held outside of the contractual workday shall be paid at \$40.00 (forty dollars) per hour rate per Article 40 "Extra Service Compensation".

6. The committee shall be authorized to utilize a consultant(s) (e.g., educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate. The cost, if any, shall be borne by the Board of Education.

C. Committee Authority

1. The committee shall be responsible for jointly developing, reviewing, and recommending the policy, procedures, and processes for teacher evaluation.

2. The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.
3. The Board and the Association shall bargain all elements of the teacher evaluation procedure and these negotiations shall be satisfactorily completed prior to the implementation of the evaluation procedure or prior to any modification or amendment of same. Any agreement that is achieved through said negotiations shall be subject to ratification by both parties.
4. If either party wishes to consider any change, deletion, or addition to the evaluation procedure or process, including the evaluation instruments, during the term of this agreement, it shall discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or process, including the evaluation instrument then said recommendation shall be subject to ratification by both parties. Any changes will be proposed at the annual meeting.

II. TEACHERS SUBJECT TO OTES 2.0 EVALUATION PROCEDURES

- A. All licensed/certificated teachers who meet the required criteria of the law shall be evaluated annually as specified in ORC 3319.111:
 1. Those employed under a teaching license or professional/permanent teaching certificate issued under the former section ORC 3319.222, excluding tutors.
 2. And who spend at least 50% of time employed providing student instruction or counseling;
 3. All other licensed/certificated staff members for whom OTES 2.0 does not apply, will be evaluated using an evaluation tool approved locally by the JEC.
- B. The Board of Education will not conduct a full evaluation cycle of a teacher who:
 1. Is eligible for and has submitted a notice of retirement, which has been accepted by the Board by December 1 of the school year in which an evaluation cycle is otherwise scheduled to be conducted, shall be exempt.
 2. Is on leave for fifty percent (50%) or more of the school year (as calculated by the Board) in which the evaluation cycle is otherwise scheduled unless the teacher's contract expires in that school year. Should this situation arise, the Superintendent and FLTA President shall meet to discuss the circumstances involved.

III. CREDENTIALLED, LICENSED EVALUATORS

A. Evaluator's Role

All evaluators shall hold the licenses set forth in O.R.C. §3319.01 or 02 and the credentialing required by the Ohio Department of Education. The person responsible for assessing a teacher's performance shall be an administrator in the teacher's building who is properly credentialed. However, the Pupil Services Director may evaluate Intervention Specialists only. The Curriculum Director may evaluate if requested.

For teachers with a final evaluation rating of accomplished on their most recent evaluation cycle, the teacher may select their evaluator no later than September 1st in the year of their full evaluation cycle and notify the building principal of said selection. At the discretion of the Superintendent, the Curriculum Director or Special Services Director may be selected.

1. If an employee has more than one credentialed and licensed administrator, one shall be designated as the evaluator.
2. Not later than September 15 of each year, or in the case of a reassigned or new teacher, within thirty (30) days of the first day worked, each teacher shall be notified in writing of the name and position of the evaluator, the evaluation cycle and JEC approved forms to be used.
3. If the evaluator received a final 'Ineffective' rating on his/her most recent evaluation cycle, a teacher shall be assigned a new evaluator.
4. The Superintendent will inform the FLTA president in writing by August 30th in each year of all previous or newly employed administrators serving as OTES 2.0 evaluators who are rated Ineffective or have failed to successfully pass the ODE credentialing/recredentialing assessment.
5. Video/audio recording may be used as evidence or in any procedure within any evaluation cycle by mutual agreement between the teacher and the evaluator. Teachers shall only be evaluated on his or her work performance.
6. For the purpose of calibrating a new evaluator, the teacher will agree to the process.
7. In the case of an emergency, in which the assigned evaluator is unable to complete the evaluation process, the Superintendent and the President of FLTA will meet to determine the steps to complete the evaluation process.
8. Failure by the district to adhere to any timeline or condition established in this agreement shall automatically require re-employment of the teacher.

IV. Observation and Assessment of Teacher Performance

- A. Throughout the entire evaluation cycle process, teacher performance will be assessed through a holistic process by professionally trained, credentialed evaluators, using the Teacher Performance Evaluation Rubric.
- B. The teacher's final holistic rating will be determined by using multiple evaluation factors and components set forth in the Framework, as evidenced in the teacher's Evaluation Rubric. This final holistic rating will be based on a combination of observations and will consider a preponderance of the evidence.
- C. All monitoring or observation of the performance of the teacher during the observation process shall be conducted with the teacher's knowledge.
- D. Note that for OTES 2.0, the Teacher Performance Evaluation Rubric is based upon the Ohio Standards for the Teaching Profession, which focuses on:
 - 1. Understanding student learning and development, respecting student diversity, and holding high expectations for all students to achieve and make progress at high levels;
 - 2. Knowing and understanding the content area for which they have instructional responsibility;
 - 3. Understanding and using varied assessments to inform instruction, evaluate and ensure student learning;
 - 4. Planning and delivering effective instruction that advances individual student learning;
 - 5. Creating learning environments that promote high levels of student learning and achievement for all students;
 - 6. Collaborating and communicating with students, parents, other educators, District administrators, and the community to support student learning; and
 - 7. Assuming responsibility for professional growth and performance as an individual and as a member of a learning community.

V. Evaluation Components and Procedures

A. COMPONENTS OF FULL EVALUATION CYCLE

1. A Full Evaluation Cycle shall consist of:
 - a. Annually either a Professional Growth Plan (PGP) OR an Improvement Plan (IMP) by May 31
 - b. Two (2) pre-observation conferences in order for the teacher to explain plans and objectives for the class to be observed will be held between five (5) and one (1) working days prior to a formal observation requirement for the pre-observation conference shall be universal across the district.
 - c. Two (2) formal observations of at least thirty (30) continuous minutes:
 - i. these will be announced in advance
 - ii. one (1) observation will be holistic and one (1) will be focused.
 - iii. Teachers shall not receive a formal observation on a day before or after the following: a holiday, any school break of more than two (2) calendar days, or any approved leave of absence of more than three (3) days.
 - d. Two (2) post-observation conferences
 - i. During the post-holistic conference focus areas, when applicable, will be identified collaboratively. There will be no more than two (2) focus areas and they will be based on evidence.
 - ii. During the focused observation the evaluator seeks evidence, provides specific support and feedback regarding the previously identified focus areas, when applicable.
 - iii. The conference shall be conducted within five (5) working days, unless the administrator or teacher is absent or another time is mutually agreed to by the teacher and evaluator.
 - iv. If the teacher refuses to sign any form relating to or as part of an Observation or Evaluation cycle, the document shall be placed in the teacher's file without his/her signature.
 - v. Should a teacher disagree with an Observation or the Evaluation cycle, the teacher may file a written response within ten (10) school days of receipt which shall be attached to the appropriate form.

- e. There shall be at least three (3) weeks between formal observations. Three to five (3-5) walkthroughs of no more than fifteen (15) continuous minutes each.
 - i. The teacher may request two (2) additional walkthroughs. Additional walkthroughs must be requested by the end of February.
 - ii. Walk-throughs shall be done using a consistent form across the District (Appendix B).
 - iii. Each walk-through shall focus on the standard areas of the Teacher Performance Evaluation Rubric.
 - iv. A copy of the walk-through form including all scripted and/or anecdotal documents relative to the walk-through will be given to the teacher within two (2) days of the walk-through.
 - v. Walk-throughs shall be conducted by the assigned evaluator; should the assigned evaluator note a significant concern during a walk-through, a conference with the teacher shall be held within five (5) days.
- f. All observation components must be completed by May 1.
- g. One summary evaluation conference by May 10.

B. COMPONENTS OF A LESS-FREQUENT CYCLE

- 1. Less-Frequent Cycle shall consist of:
 - a. Annually either a Professional Growth Plan (PGP) OR an Improvement Plan (IMP) by May 31.
 - b. One (1) formal observation of at least thirty (30) continuous minutes.
 - i. A three (3) day notice will be given prior to the day of the formal observation; the time of the observation is not part of the prior notification.
 - ii. The Evaluation Rubric will be completed using evidence gathered during the observation only.
 - iii. Teachers shall not receive a formal observation on a day before or after the following: a holiday, any school break of more than two (2) calendar days, or any approved leave of absence of more than three (3) days.
 - c. One (1) post-observation conference.
 - i. The conference shall be conducted within five (5) working days, unless the administrator or teacher is absent or another time is mutually agreed to by the teacher and evaluator.
 - ii. If the teacher refuses to sign any form relating to or as part of an Observation or Evaluation cycle, the document shall be placed in the teacher's file without his/her signature.
 - iii. Should a teacher disagree with an Observation or the Evaluation cycle, the

teacher may file a written response within ten (10) school days of receipt which shall be attached to the appropriate form.

- d. There will be no walkthroughs required for Less-Frequent Cycle only.
- e. All observation components must be completed by May 1.
- f. One summary evaluation conference which will include a discussion of the teacher's progress on their PGP by May 10.

C. EVALUATION CYCLE SUMMARY CONFERENCE AND REPORT

1. All observations, walk-through documentation and other documented items previously discussed and substantiated with the teacher, will be consolidated into the written report on the Evaluation Rubric. (Appendix B?). The teacher will have received the rubric and walkthrough forms.
2. A final conference shall be held between the teacher and evaluator within ten (10) days of receipt of final Ohio ES report, but no later than May 10.
3. A copy of the final OhioES report, the rubric, the walkthrough forms, and the tracking sheet will be sent to the Superintendent's Office for inclusion in the personnel file of the teacher.
4. The report shall acknowledge the performance strengths of the teacher evaluated as well as areas for future performance growth. The evaluator shall note all the data used to support the conclusions reached in the evaluation rubric. The summary evaluation report shall be signed by the evaluator. The report should then be signed by the teacher to verify notification. The teacher's signature does not indicate agreement with the content of the report and/or the procedure used within the evaluation cycle. For electronic signatures, each person will only use their assigned PIN.
 - a. The use of OhioES or any other teacher evaluation electronic reporting and/or storage system, platform and/or portal shall be bargained. This includes all forms and the ability to use locally created documents. The Superintendent shall choose the option which results in the minimum amount of data as required to fulfill ORC 3319.111 and aligns with/uses any locally created documents.
 - b. Rebuttal to the OhioES data shall be kept in the teacher's personnel file and not placed into any platform, vendor, portal and/or system. Bargaining unit members shall not be required to enter data into OhioES, other than their signature/PIN.

D. EXTENDED LIMITED CONTRACT TEACHERS AND/OR TEACHERS BEING CONSIDERED FOR NON-RENEWAL

1. As required by law, a minimum of three (3) formal observations shall be performed for of any teacher who is being considered for non-renewal, according to the guidelines set forth in this provision. The third evaluation may be either holistic or focused.
2. A minimum of three (3) formal observations shall be performed for of any teacher who is employed under a limited one-year contract or a limited three-year contract according to the guidelines set forth in this provision. The third evaluation may be either holistic or focused.
3. A minimum of two (2) formal observations shall be performed for any teacher who is employed under a five-year limited contract, unless the teacher is under consideration for non-renewal, at which time they will be subject to an additional formal observation. The additional evaluation may be either holistic or focused.
4. Any teacher applying for a continuing contract will be subject to three (3) formal observations, regardless of the teacher's current OTES 2.0 final rating.
5. The Board of Education shall notify any teacher being considered for non-renewal for the next school year in writing by May 15.

VI. Professional Growth Plans and Improvement Plans

A. PROFESSIONAL GROWTH PLAN (PGP)

1. Either a Professional Growth Plan (PGP) or an Improvement Plan (IMP) will be developed annually. *A first-year teacher shall not be placed on either a PGP or an IMP until May 31st or the last workday prior to May 31st, of their first year working in the District.*
2. The Applicable Professional Growth Plans form (found in the appendix) for a school year shall be developed, completed and signed by both parties each year no later than the end of the school day on May 31st or the last workday prior to May 31st, based on the prior year's evaluation cycle rating.
3. A Professional Growth Plan (PGP) or Improvement Plans (IMP) shall be developed as follows:
 - a. Teachers whose final evaluation rating is Accomplished shall develop a self-directed plan for continuing professional growth and may choose the credentialed evaluator for their next full evaluation cycle as set forth in this agreement.
 - b. Teachers whose final evaluation rating is Skilled shall develop a professional growth plan collaboratively with his/her credentialed evaluator and shall have input on the selection of the credentialed evaluator for their next full evaluation cycle as set forth in this agreement.

- c. Teachers whose final evaluation rating is Developing shall develop a professional growth plan with their assigned evaluator, pursuant to the terms of this agreement.
 - d. Teachers whose final evaluation rating is Ineffective, shall be placed on an Improvement Plan developed by their evaluator pursuant to the terms of this agreement.
4. Professional Growth Plans shall include:
- a. Identified areas(s) for professional growth based upon evidence from the most recent evaluation cycle.
 - b. Specific resources and opportunities to assist the teacher in enhancing skills, knowledge, and practice, which may be approved and provided by the District.
 - c. Align to the Professional Standards for Educators
 - d. The annual PGP will not have more than two (2) goals.

B IMPROVEMENT PLAN (IMP)- if applicable

1. The Improvement Plan shall consist of:
- a. Specific areas of professional development with measurable instructional practices to be observed;
 - b. Specific resources and assistance to be provided;
 - c. Release time sufficient to complete activities that require extra out of school hours/or the hourly rate per Article 40 – “Extra-Service Compensation”;
 - d. Clearly articulated timelines for the completion of the plan;
 - e. Include ALL requirements and remain unchanged throughout the time period for which the IMP is assigned, unless mutually agreed upon;
 - f. Monetary, time, material and human resources sufficient to realize the expectations set forth in the IMP;
 - g. The Applicable Improvement Plans form (found in the appendix) for a school year shall be developed, completed and signed by both parties each year no later than the end of the school day on May 31st or the last workday prior to May 31st, based on the prior year’s evaluation cycle rating.
2. If a teacher and evaluator are unable to agree on the evaluator’s expectations for the improvement plan, the teacher may request a teacher mentor/coach or another mutually

agreed upon teacher of the District to facilitate further discussion between the teacher and the evaluator toward development of the improvement plan.

VII. TEACHERS ELIGIBLE FOR THE LESS FREQUENT EVALUATION CYCLE

- A. A teacher who evidences a final rating of accomplished on the teacher's most recent evaluation cycle conducted under this section, shall be fully evaluated once every three (3) school years unless the teacher is eligible for/applying for continuing contract, or new contract.
- B. A teacher who evidences a final rating of skilled on the teacher's most recent evaluation cycle conducted under this section, shall be fully evaluated once every two (2) school years unless the teacher is eligible for/applying for continuing contract, or new contract.
- C. In any year in which a teacher rated accomplished or skilled is not fully evaluated per "A" and "B" above the evaluator will evaluate the teacher using the less frequent evaluation cycle. (See IV B "Definition of A Less-Frequent Cycle")

VIII. HIGH QUALITY STUDENT DATA (HQSD)

- A. Each teacher evaluation cycle shall contain two (2) measures of high-quality student data (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD. The HQSD options are as follows:
 - 1. Value-Added
 - 2. Vendor Assessment(s)
 - 3. Other data instruments – these data instruments will be reviewed by the building principal. In the event of the teacher-chosen data instrument is not accepted by the building principal, the Evaluation Committee will render a final decision.
- B. When utilizing vendor assessments to construct HQSD, all affected staff shall be trained on utilization of the assessment program/tool.

IX. DUE PROCESS

- A. The teacher may appeal if they disagree with, the rating of performance and/or the written report, or overall, rating of effectiveness to the Superintendent. The Superintendent's decision on this issue shall be final. The substance of an evaluation and/or the evaluation rating may not be grieved. If the teacher believes the evaluation procedures have been violated, and if no appropriate remedy is found, the teacher may utilize the grievance process.
- B. Failure by the district to adhere to any timeline or condition established in this agreement shall automatically require re-employment of the teacher. Errors which have caused substantive effects, will be addressed as allowable by law. In both cases, the erred data,

evidence and/or rating will not be used at the local level for possible employment decisions, such as RIF, termination and/or an Improvement Plan.

- C. Any violation of either procedural or substantive due process shall automatically require re-employment of the teacher under the appropriate contract which they are otherwise eligible to receive under the collective bargaining agreement. The teacher will retain the rating and evaluation cycle sequence which existed immediately prior to the violation.
- D. No teacher or evaluator will be directed to upload and/or agree to submit, upload or approve errant data regarding evaluations conducted.
- E. A teacher shall be entitled to Association representation at any procedure within an evaluation cycle.
- F. All provisions of OTES shall be governed by this Agreement, in compliance with Ohio Rev. Code.

Article 31. TEACHERS NOT SUBJECT TO OTES 2.0 EVALUATION PROCEDURES

All employees not included in the above evaluation framework shall be evaluated with the evaluation process outlined below:

A. TEACHERS TO BE EVALUATED

1. The Evaluation and Observation schedule for teachers with a one-year Limited Contract shall consist of one (1) complete cycle each year.
2. The Evaluation and Observation schedule for teachers with a three-year Limited Contract shall consist of one (1) complete cycle in the third year of the contract.
3. The Evaluation and Observation schedule for teachers with a five-year Limited Contract shall consist of one (1) complete cycle in the third year and one (1) complete cycle in the fifth year of the contract.
4. The Evaluation and Observation schedule for teachers with Continuing Contract shall consist of one (1) cycle every third year.
5. A cycle shall consist of two pre-observation conferences, two observations, two post observation conferences, and the summative conference.
6. The summative evaluation shall be completed no later than May 1 and a written report provided to the teacher no later than May 10.

All monitoring or observation of the performance of the teacher during the observation process shall be conducted with the teacher's knowledge.

B. EVALUATORS

Only those persons holding the licenses set forth in O.R.C. §3319.111 shall evaluate teachers.

C. PRE-OBSERVATION MEETING

A conference will be held for each observation between five (5) and one (1) working days prior to the observation.

D. OBSERVATION OF TEACHER PERFORMANCE

1. Teacher's Role

- a. Provide the evaluator with the pre observation form (B1) lesson plan, text, and other material pertinent to the lesson.
- b. If the observation has been scheduled well in advance, do not plan a lesson that involves testing, showing of movies, or performance of an activity which does not reflect the normal student-teacher interaction.

2. Evaluator's Role

- a. The observation results will be documented on the Teacher Classroom Observation Form (B2).
- b. The evaluator shall complete a copy of the Teacher Classroom Observation Form (B2) for each observation performed.
 - i. The collected evidence will be documented on the Form (Appendix B).
 - ii. The evaluator shall complete a copy of the Form (Appendix B) for each and all observations performed.
 - iii. Consider all relevant evidence provided by the teacher for the observation.
- c. All monitoring or observation of the performance of the teacher during the observation process shall be conducted with the teacher's knowledge. All relevant evidence presented shall be included in any conference, form or report and will be considered in the evaluator's assessment of the teacher.

E. POST-OBSERVATION CONFERENCE AND REPORT

1. A conference will be held with the teacher after each observation in each evaluation cycle. The conference shall be conducted within ten (10) working days of the observation unless the administrator or teacher is absent.
3. The teacher and evaluator should evaluate the classroom situation in relation to the areas

of evaluation established within the observation, the Pre-Observation Form, and OEC RUBRICS (B3) Areas 1-4. The District Librarian shall be assessed based on the criteria in the Ohio School Library Media Specialist – Teacher Librarian Evaluation Rubric (Appendix I).

3. The evaluator should:

- a. Lead the discussion concerning the evaluation.
- b. Discuss other problems of interest to the teacher.

F. SUMMATIVE EVALUATION CONFERENCE AND REPORT

1. Scores on the summative evaluation each cycle shall be an average of the scores for observation one and observation two. A conference will be held following each summative evaluation. The conference shall be conducted within ten (10) working days of the observation, unless the administrator or teacher is absent.
2. All observations and other documented items will be consolidated into the written report on the Teacher's Summative Evaluation Form (See Form B4). The teacher should be aware of the contents and use of forms B2 and B4. Teachers should also be aware of the content and use of the OEC RUBRICS (B3).
3. A copy of the report is to be provided to the teacher and sent to the Superintendent's Office for inclusion in the personnel file of the teacher.
4. The evaluation shall be recorded through objective and subjective means as set forth in the OEC RUBRICS (B3), Areas 1-5.
5. If dissatisfied with the report, the teacher may ask for another observation and conference. This additional observation shall not impact the timelines outlined in Section B.
6. This written report of the results of the evaluation and observation cycle shall include specific recommendations regarding any improvements needed in the performance of the teacher being evaluated and regarding the means by which the teacher may obtain assistance in making such improvements.
7. The documentation shall be signed by the individual to signify his/her notification that this item will be placed in the file, but not that the teacher necessarily agrees with the documentation. If the teacher refuses to sign, the document shall be placed in the teacher's file without his/her signature. Should a teacher disagree with an Observation or the Summative Evaluation Form, the teacher may file a written response within ten (10) school days of receipt which shall be attached to the appropriate form.

G. OHIO REVISED CODE

It is the intention of the parties that this procedure shall govern with respect to any topic regarding evaluation addressed herein that is not in conflict with Ohio Revised Code 3319.11, 3319.112 or 3319.111.

Article 32. PLAN OF ASSISTANCE (POA)

A Plan of Assistance is designed to be a short, quick intervention to address a particular area(s) of concern. A POA is not equivalent nor in addition to a IMP.

- A. The plan must specify no more than a maximum of two (2) areas of improvement and include: (Appendix J?)
1. Monetary, material and human resources sufficient to realize the expectations set forth in the plan by the evaluator; and
 2. Release time sufficient to complete activities that require extra out of school hours/or the hourly rate per Article 40, "Extra-Service Compensation"; and
 3. Specific areas of professional development and tasks, with measurable outcomes, clear expectations and timelines for monitoring/measuring to determine the success and conclusion of the plan; and
 4. Include ALL requirements and remain unchanged throughout the time period for which the plan is assigned, unless mutually agreed upon in writing by both parties.
- B. A minimum of a nine (9) week period of time shall be given to the teacher to meet the requirements, target dates and dates of review of the plan.
- C. The teacher may request a teacher/coach or another mutually agreed upon teacher of the district to facilitate further discussion of the-plan.
- D. The FLTA President shall be informed when any teacher is put on POA.
- E. Observations resulting in identification of areas of concern shall be followed within five (5) days by a conference between the administrator and the employee in order for questions arising from the observation to be discussed. All of the administrator's observations shall be compiled in writing. A copy of the written observation report shall be given to the employee at the initial POA meeting.

The Administrator is responsible for assisting the teacher in correcting identified areas of concern through a Plan of Assistance (Appendix J).

F. Administrator's Role

1. Identify, in writing, the one or two specific area(s) of concern to be addressed.
2. Specify, in writing, the desired expectations and a reasonable period of time to correct the concerns.
3. Work with the teacher to develop and implement a written plan to address areas of concern. The Plan of Assistance will be initiated immediately and includes resources and assistance available. The plan may be deemed successfully completed at any time by written agreement of both parties.
4. Determine additional education or professional development needed to address, support, etc. the identified area(s).

G. Teacher's Role

1. Work with the administrator to discuss and clearly understand the expectations of the plan.
2. Provide documentation of completed of actions outlined in the plan.
3. Upon the end date specified in the plan, the Administrator will deem the POA completed.

Article 33. RESIDENT EDUCATOR PROGRAM

A. PURPOSE

The purpose of the Resident Educator Program is to provide a program of positive formal support including mentoring, coaching and guidance to foster professional growth of the individual, and assessment of the performance of beginning teachers and other bargaining unit members who require a license as defined by the Ohio Department of Education and meet all the requirements of the Ohio Resident Educator Program. In the event that the Ohio Department of Education issues new guidelines or regulations that conflict with anything in this Article, the Superintendent and FLTA President shall meet to agree upon any necessary revisions to make this Article comply with the new guidelines and regulations.

B. DEFINITIONS

1. Resident Educator Program: A four-year program created by statute designed to provide newly licensed Ohio educators quality mentoring and guidance. Successful completion of the program is required to advance to a five-year professional educator license.
2. Mentor: A member of the bargaining unit who is trained and assigned to provide professional support to a resident educator following the guidelines of the Resident

Educator Program. A mentor cannot co-teach with the resident educator they are assigned to assist.

3. Resident Educator: A bargaining unit member under a resident educator license.
4. Formative Assessment: is diagnostic to yield information that will help teachers identify specific areas for skill enhancement. Formative assessment consists of collaboration among professionals to provide adequate feedback and assistance to support the growth of the individual professional achievement.

C. MENTORS FOR YEAR ONE RESIDENT EDUCATORS

1. Qualifications

- a. The mentor teacher must have continuing contract status, unless no such teacher in the District is willing to serve, in which case a mentor teacher with limited contract status may be assigned. In either case, the mentor teacher must have a minimum of four (4) years of teaching experience.
- b. The mentor teacher must be trained to act as a mentor through the Ohio Department of Education.
- c. The mentor teacher must hold a valid teaching certificate/license and may be assigned to the resident educator with the same area of certification/license.
- d. The mentor must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques and must submit an application to the superintendent or his/her designee annually.

2. Selection

Selection shall be made after submission of an application to the superintendent or his/her designee. Mentor candidates may be interviewed as part of the selection process. When matching mentors to resident educators, certificate/license in the same grade level or subject area will be considered. (Appendix H)

3. Training

Mentor teachers shall be provided the State of Ohio required training.

4. Responsibilities

- a. The mentor teacher shall carry out the Resident Educator Program requirements as developed by ODE.
- b. Consult with, observe and otherwise assist the assigned resident educator teacher on a regular basis within the instructional day. Observe the year one (1) resident educator

teacher at least two (2) times per year and the year two (2) resident educator one (1) time per year. The district shall assign a substitute teacher to cover the mentor's classes for observations and meetings.

- c. The mentor will use the Resident Educator Program formative assessment tools (collaborative log, Ohio Standards for the Teaching Profession reflection tool, goal setting agreement) protocols to support the resident educator.
- d. The mentor will attend up to five (5) local/regional mentor network meetings as assigned by the coordinator. One of the meetings with the coordinator shall occur prior to the start of the school year.
- e. The mentor will submit a log of all meetings signed by both the resident educator and the mentor. The log will be submitted to the program coordinator.

D. COMPENSATION

- 1. The maximum number of year one resident educators a mentor teacher may have is two (2) per year.
- 2. In addition to the mutually agreed upon release time, each mentor teacher shall receive a stipend for each resident educator. The stipend is to be paid upon completion of the mentoring requirements.
 - a. Year 1 resident educator mentors 5% of the base.
 - b. Year 2 resident educator mentors 5% of the base if one-on-one assignment; 2.5% of the base for each resident educator if in a cohort. No more than four (4) resident educators in a cohort.
 - c. Year 3 resident educator mentor 2.5% of the base for each resident educator if in a cohort. No more than four (4) resident educators in a cohort.

Stipend to be determined if resident educator is assigned a state trained facilitator.
 - d. Year 4 resident educator mentor stipend shall be 1.25% of the base for each resident educator. The mentor shall be assigned no more than four (4) resident educators.
- 3. The district will pay the training fees required for mentors to receive the mandatory ODE state mentoring training.

E. YEAR ONE (1) RESIDENT EDUCATOR

- 1. The mentor shall provide each resident educator initial orientation on the following matters:
 - a. The pupils and community to be served;
 - b. School policies, procedures, and routines;

- c. Courses of study, competency-based education programs, and responsibilities for lesson plans;
 - d. The layout of the facilities of the assigned school building(s);
 - e. The nature of the Resident Educator Program which will be provided; and
 - f. Additional information a resident educator may need to be adequately prepared for a specific assignment.
2. The mentor shall provide each resident educator the following:
 - a. Assistance in acquiring knowledge of the school curriculum, responsibilities for implementing that curriculum, and the instructional resources available for such implementation;
 - b. Assistance with the management tasks identified as especially difficult for beginning teachers; and
 - c. Assistance in the improvement of instructional skills and classroom management; and
 3. The resident educator shall be provided release time each year for the purpose of observing classes, attending recommended workshops and assessment preparation as deemed necessary by the program coordinator or building principal.
 4. The resident educator is not required to complete an IPDP or to utilize the LPDC process.
 5. An effort will be made by the administration to assign an equitable workload/schedule to the resident educator.

F. YEAR TWO (2), THREE (3) AND FOUR (4) RESIDENT EDUCATOR

Follow all Ohio Department of Education rules and requirements.

G. PROTECTIONS

1. Other than a notation to the effect that a teacher served as a Mentor teacher, the teacher's activities as a Mentor teacher shall not be part of the resident educator's evaluation.
2. No resident educator shall be required to remain in the Resident Educator Program after advancing to a professional educator license.
3. In the event that the district does not comply with the Resident Educator Program, the bargaining unit member who is participating in the program shall not be disciplined and/or adversely affected due to the action(s) and/or interaction(s) of the District.
4. Mentor teachers shall not participate in the evaluation of any resident educator.

5. All interactions, written or oral, between the mentor teacher and the resident educator shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the mentor shall constitute grounds for immediate removal from his/her role as mentor teacher.
6. Any changes to the mentoring assignment will be handled on a case by case basis by the program coordinator and/or administrator.
7. Mentor teachers and resident educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.
8. Mentor teachers shall communicate directly with the resident educator(s) and shall not discuss/report the performance and progress of the resident educator with any administrator, assessor or other teacher.
9. No mentor teacher shall participate in any informal or formal evaluation of the resident educator, nor make, be requested or directed to make any recommendations regarding continued employment of the resident educator.
10. The regular evaluations of the mentor teachers shall not be affected in any aspect by the Resident Educator Program or its demands.
11. Resident educators shall be provided all due process provisions allowed by the master agreement and ORC.
12. Resident educators will be placed on the appropriate step and column of the negotiated salary schedule.

H. PROGRAM REVIEW/REVISIONS

Mentor teachers and resident educators may meet as a group with the program coordinator and/or administration prior to the end of each school year to assess and evaluate the program. Recommendations may be submitted in the form of a written report to the association and the superintendent not later than May 1st.

Article 34. CONTRACTS, DISMISSAL, AND DOCUMENTATION

Title IX complaints will be handled in accordance with Board policy and federal law, and the provisions of Sections B and C of this Article shall not be construed to interfere with the mandated Title IX process.

A. CONTRACTS

1. All new teachers shall receive a one (1) year limited contract. The first two (2) renewals for teachers not eligible for continuing contract status should generally be one (1) year limited contracts; however, when a teacher has demonstrated outstanding teaching ability, that teacher may be awarded a multi-year contract during his/her first or second renewal.

2. Effective July 1, 1995 and thereafter, in order to qualify for a multi-year limited contract, a teacher must have been issued three (3) one-year limited contracts in full-time status as defined below. Upon successful completion of the third one-(1) year limited contract, full-time teachers whose work has been satisfactory shall receive either a three (3) or five (5) year limited contract. For purposes of this Article 32, Section A(2), "full time" shall mean a bargaining unit member whose work week exceeds twenty-one and one-half (21.5) hours. This time shall include all instructional, duty and planning periods. In addition, all teachers whose work has been satisfactory during a multi-year [three (3) or five (5)] contract shall be awarded a five (5) year limited contract.
3. Any teacher who becomes eligible for a continuing contract during the term of a multi-year contract or at the end of a limited contract must notify his/her building principal by October 1 of the school year in which the teacher will become eligible for a continuing contract. Said teachers' names shall be placed on the next May Board Agenda. The teacher shall not be required to complete the multi-year contract before a continuing contract is granted. However, failure to give notice prior to October 1 in the school year of eligibility will result in the teacher waiting an additional year to be granted a continuing contract.
4. A teacher whose work has been unsatisfactory during a multi-year contract may be, in the last year of the contract:
 - a. Non-renewed; or
 - b. Issued a contract of a lesser duration than the one he/she held previously. Should the term of the multi-year contract be reduced, the rationale and reasons for this contract reduction will be provided to the teacher and shall be reflected on his/her evaluation(s). The teacher shall be provided assistance to overcome any deficiencies which led to the reduction in contract status.
5. Prior to recommendations being made relative to the length of limited contract renewal, the administrator making the recommendations should meet with the teachers to make them aware of his/her recommendations.
6. In cases where the renewal recommendation on the part of the administrator is less than what the teacher could normally expect, it is imperative that this be done. Target objectives leading toward improvement can be set at this time—a step critical to an effective and constructive evaluation program.

B. DISMISSAL

1. Non-renewal
 - a. Non-renewal of contract shall be preceded by written notification to the teacher from the Superintendent stating the intent to recommend non-renewal of contract. Teachers being so notified of impending non-renewal of contract shall be given the opportunity to address the Board in executive session, with counsel, prior to any official action of the Board.

- b. Teachers being so notified of impending non-renewal of contract shall be given the opportunity to resign prior to any official action of the Board.
- a. Nothing in this provision shall abrogate any rights and/or privileges granted to the teacher or any rights and/or privileges granted to the Board under ORC 3319.11.

2. Termination

- a. Termination of a contract of a member of the unit shall be according to ORC Section 3319.16.
 - b. All teachers will be evaluated according to adopted Board policy.
 - c. The teacher is entitled to have representation present during conferences with administrators concerning inadequacies. Said teacher shall notify the administration, prior to the conference, that he/she will be so represented.
3. Representation. If a teacher is to be disciplined or reprimanded by the Board or its agents, he/she shall be afforded the opportunity, but not required, to have a representative of the Association present in any meeting with the Board or its agents.

C. PERFORMANCE DOCUMENTATION OUTSIDE EVALUATION

1. Only the documentation which an administrator has investigated and found to be based on fact shall be used against a teacher.
 2. Documentation is defined as the formal gathering of facts concerning an incident or matters, and the placing of these facts in the teacher's file by an administrator.
 3. Before the investigation is concluded and before documentation is placed in the teacher's file, the administrator and teacher shall have a conference at which the teacher will have an opportunity to respond to the documentation.
 4. The documentation shall be signed by the individual to signify his/her notification that this item will be placed in the file, but not that the teacher necessarily agrees with the documentation. If a teacher refuses to sign, the document shall be placed in the teacher's file without his/her signature.
- D. No teacher shall be disciplined, reduced in rank or compensation, suspended, demoted, transferred, terminated, adversely evaluated, or otherwise deprived of any professional advantage without cause. [NOTE: This paragraph does not apply to non-renewal, except as otherwise noted within Article 32. B (1)(c).]

Article 35.

REDUCTION IN FORCE

- A. A Reduction In Force of teachers may occur for the following reasons: decreased enrollment of pupils, return to duty of teachers from leaves of absence, financial reasons, by reason of suspension of schools, or territorial changes affecting the District. When a reduction of staff is deemed unavoidable, such reduction will not be effected until the beginning of the following school year unless there is an appropriate reduction as a result of a resignation of a staff member.
- B. Seniority shall be determined by the length of continuous service in the Field Local School District. By November 1 of each school year, the district will provide each member with a seniority list by area of certification/licensure. Among those with the same length of continuous service, seniority shall be determined by:
1. The date of the Board meeting at which the teacher was hired; and then by
 2. The date on which the teacher submitted a completed job application. If a time stamp is available, it will be used.
 - a. Continuous service of a teacher who has returned to service will be determined according to provisions of Article 23 (LEAVES OF ABSENCE).
 - b. The continuous service of a teacher who has returned to employment following resignation or other termination of employment will be measured from date of return.
- C. Reduction In Force shall occur only after the Board has taken action to renew the contracts of all teachers whose contracts the Board intends to renew.
- D. Whenever there is a Reduction In Force, the Superintendent may make all necessary involuntary transfers and/or reassignments in accordance with Article 9 (VACANCIES, PROMOTIONS, AND TRANSFERS), based upon certification of the teaching staff, in order to keep teachers with the most seniority in the District. The Association President reserves the privilege of consulting with the Superintendent prior to his/her implementing any involuntary transfers.

E. PROCEDURE

1. Attrition: The number of teachers affected by a reduction in staff will be kept to a minimum by not employing replacements for teachers who expire, retire, or resign, or whose limited contracts are not renewed on the basis of performance. Attrition shall be used first.
2. Suspension of Contracts: Reductions In Force not achieved through attrition will be made by suspending limited and/or continuing contracts of employment.
3. Notification: Prior to implementation of the Reduction in Force affecting ten (10) or more bargaining unit members, the Superintendent/Designee shall have an All Staff Meeting to discuss the reduction. In case of a Reduction in Force of any size, the Superintendent/Designee and the FLTA President shall meet together with each member impacted by the reduction individually. All staff will be made aware of the Reduction in Force

before any public announcement. At least thirty (30) calendar days prior to a Reduction In Force of limited and/or continuing contracts, the Superintendent or Designee shall give written notice to the teaching staff, the Association, through its President, of the intent to effect a reduction in staff. Such notice shall contain the reason for the reduction in force, as specified in Section (A). Written notification of Reduction In Force shall be given to each teacher to be reduced from the staff in person by the Superintendent/Designee no later than May 15. The Association, or the teacher, shall be given the opportunity to address the Board in open meeting, or in executive session, for the purpose of presenting, both orally and in writing, its views on the proposed Reduction In Force, before the Board takes action.

4. Reduction not achieved through attrition will be made by suspending contracts in the following order:
 - a. Teachers holding limited contracts shall have their contracts suspended first, based upon area of certification/license:
 - b. Continuing contract teachers' contracts shall be suspended only after all limited contracts have been suspended. The suspending of contracts in this category shall be based upon area of certification/license.
- F. To achieve such a reduction, the Board may proceed to suspend contracts in accordance with the recommendation of the Superintendent. In making these recommendations, the Superintendent must reduce first bargaining unit members on limited contracts and then bargaining unit members on continuing contracts within areas of certification/license.
 1. Limited contract teachers shall be reduced first utilizing the following order:
 - a. Certification/Licensure within the affected teaching field.
 - b. Comparable evaluations as defined in this Agreement.
 - c. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field being the first to be suspended.
 2. Should the necessary reduction of teaching positions exceed the number of limited contract teachers in the affected teaching field, continuing contract teachers shall be reduced utilizing the following order:
 - a. Certification/Licensure within the affected teaching field.
 - b. Comparable evaluations as defined in this Agreement.
 - c. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field being the first to be suspended.

3. When staffing changes are required following a reduction in force, and there are multiple positions available to the displaced persons in the areas of licensure, the openings shall be filled in order of seniority. Should a displaced teacher not have the appropriate licensure for an opening, voluntary and involuntary transfer language shall be implemented to provide a placement for the displaced teacher, where possible. The most senior displaced teacher in the field/grade level/licensure subject to the transfer shall have first choice of an open position for which the teacher is qualified. For purposes of this paragraph, the District shall consider only seniority and licensure, notwithstanding the other language in Article 9.

G. Comparable Evaluations

1. Effective with the 2019-2020 school year, comparable evaluations shall be defined as follows:
 - a. All Accomplished Rated Teachers will be deemed comparable to each other. A teacher rated Skilled in the year prior to announcement of the RIF, but rated accomplished in the two years prior to that year, shall be considered an Accomplished Teacher for purposes of the RIF
 - b. All Skilled Rated Teachers will be deemed comparable to each other.
 - c. All Developing Teachers will be deemed comparable to each other.
 - d. All Ineffective Teachers will be deemed comparable to each other.
2. Comparable Evaluations shall be from the year prior to the announcement of the Reduction in Force and shall only include the teacher performance rating. All teachers new to Field Local Schools, who do not have a Final Summative Rating shall be deemed Skilled.

- H. The teachers to be reduced and have their contracts suspended shall be determined by seniority, where such teachers have comparable evaluations. For purposes of this Article, seniority shall be defined as continuous service in the Field Local School District. Teachers whose contracts are suspended shall be placed upon a Recall list in order of layoff
- I. The FLTA President and Superintendent shall meet prior to staff notification to review staff seniority lists, designation of comparable evaluations, and determination of impacted employees. Any days required for the FLTA President to assist in the Reduction in Force process shall not be deducted from Association Time (Article 13).

J. RECALL

1. A teacher whose name appears on the Recall List shall be offered employment when a position becomes available for which he/she is certificated or becomes certificated, beginning with the last to be laid off and continuing in reverse order of layoff.
2. New teachers shall not be employed by the Board until all teachers on the Recall List who are certificated for an existing opening of a teaching position have been offered the position.

3. The Board shall give written notice of an offer of employment by sending a registered or certified letter to said teacher at his/her last known address. It shall be the responsibility of each teacher to notify the Board of any change of address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with an offer of reemployment or other notice to the teacher. If a teacher fails to accept the offer within fourteen (14) calendar days from the date said offer is delivered at the last known address of the teacher, or within seven (7) calendar days if the offer is delivered within fourteen (14) calendar days prior to the start of school year or semester, said teacher shall be considered to have rejected said offer and shall be removed from the Recall List.
4. A teacher on the Recall List shall, upon accepting an offer of reemployment, return to the system with the same seniority, accumulation of sick leave days and salary schedule placement as the teacher would have received in the year following his/her removal.
5. Teachers shall remain on the Recall List for a period of twenty-four (24) months following the suspension of their contract. If a teacher on the Recall List accepts employment for a full school year with another school district, the teacher shall so notify the Superintendent within seven (7) calendar days, and will be removed from the Recall List. After being removed from the Recall List, a teacher must make application for employment in accordance with established procedures if he/she desires to be considered for employment by the Field Local School District.
6. A teacher who has been released shall, if he/she desires, be placed on the substitute list.

K. AVAILABILITY OF SENIORITY AND REDUCTION IN FORCE LISTS

Upon request by the Association President, the Superintendent shall provide the Association with the Seniority and/or Recall Lists within ten (10) calendar days after the request. The Seniority List shall list all teachers in the system in their areas of certification. Teachers shall be placed on all lists for which they are certified.

Article 36. SALARY PAYMENT

- A. Pay days shall be on alternate Fridays in twenty-six (26) equal pays. All employees will be paid via direct deposit. Direct deposit pay stubs will be distributed on the pay day via e-mail. If the regularly scheduled pay day falls on a holiday within the school year (Christmas, New Year's etc.), pay will be direct deposited on the business day before the holiday. Although an infrequent occurrence, the alternate Friday payday schedule may result in twenty-seven (27) pays within a fiscal year. When such a situation occurs, the twenty-seventh (27th) pay will be moved to the following Friday with pay days occurring on alternate Fridays thereafter.

If a situation arises where a teacher owes the district money due to an overpayment of salary, the Board will have the right to recover, within two years of the date of the last overpayment, any money that has been determined to be an overpayment.

- B. A teacher, upon written request no later than April 30, may request the balance of his/her salary on the last workday of the school year. Decisions will be made on the basis of merit and cash flow projections.

C. If a salary adjustment is to be made in an amount paid to a teacher during the course of a contract year, said salary adjustment will be divided equally over the remaining pays for the contract year.

D. PAYROLL DEDUCTIONS

Teachers are authorized the following payroll deductions. Changes in deductions may only be made from September 1 - May 31. [Three (3) weeks prior notification shall be required for any changes.]

1. Credit Union.
2. Tax Sheltered Annuity Programs, including Section 125 plans. [Changes may be made with thirty (30) days prior notification. A teacher may be enrolled in one (1) or more tax sheltered annuity programs.]
3. Income Protection Insurance.
4. State tax, Federal tax -- each paycheck.
5. Life and Health Insurance.
6. City tax -- each paycheck.
7. United Way.
8. The Ohio Education Association Fund for Children and Public Education, according to ORC 3313.262.
9. Association dues.
10. STRS service credit.

E. All employees will be required to utilize direct deposit.

Article 37. SALARY SCHEDULE

A. Teacher's Salary

Three (3) year contract:

- 2022 - 23: 3.00% Base Pay Raise [BA0 \$38,641]
- 2023 - 24: 2.90% Base Pay Raise [BA0 \$39,762]
- 2024 - 25: 2.90% Base Pay Raise [BA0 \$40,915]

B. The following definitions shall apply to the degree columns as listed on the salary schedule. Degrees may be BS/BA, MA/MS, or the equivalent.

Less Than BS Degree: The teacher is properly certificated but does not hold a BS degree.

BS Degree. The teacher holds a BS Degree from an accredited degree-granting institution.

BS Degree With 150 Semester Hours: The teacher holds a BS Degree with one hundred fifty (150) semester hours successfully completed prior to the granting of the degree.

BA +15: The teacher holds a BS Degree and has successfully completed fifteen (15) semester credit hours (undergraduate or graduate) beyond the BS Degree in a teaching field in which certification is held, or fifteen (15) semester graduate hours in a field of education, or a combination of both.

BA +30: The teacher holds a BS Degree and has successfully completed thirty (30) semester credit hours (undergraduate or graduate) beyond the BS Degree in a teaching field in which certification is held, or thirty (30) semester graduate hours in a field of education, or a combination of both.

MA Degree: The teacher holds a MA Degree from an accredited degree-granting institution.

MA +15: The teacher holds a MA Degree and has successfully completed fifteen (15) semester hours beyond the MA Degree in an area in which certification is held.

MA +30: The teacher holds a MA Degree and has successfully completed thirty (30) semester hours beyond the MA Degree in an area in which certification is held.

MA +45: The teacher holds a MA Degree and has successfully completed forty-five (45) semester hours beyond the MA Degree in an area in which certification is held.

C. PLACEMENT AND PROGRESSION ON SALARY SCHEDULE

1. Teachers, including teachers new to the District, shall receive all credit on the salary schedule as outlined:
 - a. All years of teaching service in the District, with each year consisting of one hundred twenty (120) days under a teacher's contract.
 - b. All years of service in an Ohio public school and/or chartered non-public school located in Ohio consisting of one hundred twenty (120) days under a teacher's contract.
 - c. All years of military service up to five (5) years. [For purposes of calculation, a particular year of active military service of eight (8) continuous months or more in the Armed Forces shall be counted as a full year.]
 - d. Years of service shall be the sum of all years of service in sub-paragraphs a, b, and c above, except that a bargaining unit member new to the District shall be paid consistent with ORC 3317.13 and 3317.14 in that a bargaining unit member new to the District shall receive not more than fifteen (15) years of service for purposes of placement on

the salary schedule.

e. Members on leaves of absence shall be granted credit as follows:

- i. Teachers on approved leaves of absence returning to the system are placed on the step of the salary schedule for which they qualify by reason of training and experience, including experience prior to the leave.
- ii. Teachers do not accrue days of service for advancement on the schedule while on leave; however, any additional training obtained during a leave of absence would be applied for salary credit upon the return of the teacher.

2. In special instances, the Superintendent may place a teacher new to the District on a step on the salary schedule which is higher than that which could normally be expected.

D. Under no circumstances shall salaries and/or fringe benefits be reduced by any of these provisions.

FIELD SALARY SCHEDULE INDEX

YRS	BACH	BA+150	BA+15	BA+30	MAST	MA+15	MA+30	MA+45
0	1.0000	1.0598	1.0942	1.1325	1.1722	1.2114	1.2538	1.2964
1	1.0598	1.0932	1.1292	1.1698	1.2114	1.2520	1.2964	1.3408
2	1.0932	1.1277	1.1654	1.2084	1.2520	1.2939	1.3405	1.3882
3	1.1277	1.1631	1.2027	1.2484	1.2939	1.3373	1.3861	1.4356
4	1.1631	1.1998	1.2411	1.2895	1.3373	1.3820	1.4332	1.4845
5	1.1998	1.2375	1.2809	1.3322	1.3820	1.4283	1.4820	1.5353
6	1.2375	1.2766	1.3219	1.3761	1.4283	1.4762	1.5323	1.5877
7	1.2766	1.3167	1.3642	1.4214	1.4762	1.5256	1.5844	1.6418
8	1.3167	1.3583	1.4079	1.4684	1.5256	1.5768	1.6382	1.6976
9	1.3583	1.4010	1.4529	1.5169	1.5768	1.6296	1.6939	1.7555
10	1.4010	1.4452	1.4994	1.5668	1.6296	1.6842	1.7516	1.8151
11	1.4452	1.4907	1.5473	1.6185	1.6842	1.7406	1.8112	1.8769
12	1.4907	1.5377	1.5963	1.6721	1.7406	1.7988	1.8727	1.9406
13	1.5377	1.5860	1.6479	1.7271	1.7988	1.8592	1.9364	2.0067
14	1.5860	1.6361	1.7007	1.7843	1.8592	1.9214	2.0022	2.0749

E. LONGEVITY INCREMENTS

Longevity increments are to be granted to all teachers according to the following schedule. The payments shall commence at the beginning of each of the following years:

YRS	BACH	BA+150	BA+15	BA+30	MAST	MA+15	MA+30	MA+45*
17	1.6035	1.6561	1.7232	1.8093	1.8917	1.9564	2.0397	2.1149
20	1.621	1.6761	1.7457	1.8343	1.9242	1.9914	2.0772	2.1549
23	1.6385	1.6961	1.7682	1.8593	1.9567	2.0264	2.1147	2.1949
26	1.656	1.7161	1.7907	1.8843	1.9892	2.0614	2.1522	2.2349
29	1.6735	1.7361	1.8132	1.9093	2.0217	2.0964	2.1897	2.2749
32	1.691	1.7561	1.8357	1.9343	2.0542	2.1314	2.2272	2.3149

F. Effective June 29 to be implemented July 1, 2022, salaries shall be as set forth below:

Field Salary Schedule At \$38,841.00 Base

YRS	BACH	BA+ 150 HRS	BA+ 15 HRS	BA+ 30 HRS	MAST	MA+ 15 HRS	MA+ 30 HRS	MA+ 45 HRS
0	\$38,841	\$40,952	\$42,281	\$43,761	\$45,295	\$46,810	\$48,448	\$50,094
1	\$40,962	\$42,242	\$43,633	\$45,202	\$46,810	\$48,379	\$50,094	\$51,810
2	\$42,242	\$43,675	\$45,032	\$46,694	\$48,379	\$49,998	\$51,798	\$53,641
3	\$43,675	\$44,943	\$46,474	\$48,239	\$49,998	\$51,675	\$53,580	\$55,473
4	\$44,943	\$46,361	\$47,957	\$49,828	\$51,675	\$53,402	\$55,380	\$57,363
5	\$46,361	\$47,818	\$49,485	\$51,478	\$53,402	\$55,181	\$57,288	\$59,328
6	\$47,818	\$49,329	\$51,080	\$53,174	\$55,191	\$57,042	\$59,210	\$61,350
7	\$49,329	\$50,879	\$52,714	\$54,924	\$57,042	\$58,951	\$61,223	\$63,441
8	\$50,879	\$52,468	\$54,403	\$56,740	\$58,951	\$60,929	\$63,302	\$65,597
9	\$52,468	\$54,136	\$56,142	\$58,616	\$60,929	\$62,869	\$65,454	\$67,834
10	\$54,136	\$55,844	\$57,936	\$60,543	\$62,969	\$65,079	\$67,684	\$70,137
11	\$55,844	\$57,602	\$59,789	\$62,540	\$65,079	\$67,259	\$69,987	\$72,525
12	\$57,602	\$59,418	\$61,683	\$64,612	\$67,259	\$69,507	\$72,363	\$74,987
13	\$59,418	\$61,285	\$63,677	\$66,737	\$69,507	\$71,841	\$74,824	\$77,541
14	\$61,285	\$63,221	\$65,717	\$68,947	\$71,841	\$74,245	\$77,367	\$80,176
Longevity								
17	\$61,961	\$63,993	\$66,066	\$68,913	\$73,097	\$75,697	\$78,616	\$81,722
20	\$62,637	\$64,768	\$67,456	\$70,879	\$74,353	\$76,950	\$80,265	\$83,267
23	\$63,313	\$65,539	\$68,325	\$71,845	\$75,609	\$78,302	\$81,714	\$84,813
26	\$63,989	\$66,312	\$69,194	\$72,811	\$76,865	\$79,666	\$83,163	\$86,369
29	\$64,666	\$67,085	\$70,064	\$73,777	\$78,121	\$81,007	\$84,612	\$87,904
32	\$65,342	\$67,857	\$70,933	\$74,743	\$79,376	\$82,359	\$86,061	\$89,450

G. Effective June 29 to be implemented July 1, 2023, salaries shall be as set forth below:

Field Salary Schedule At \$39,762.00 Base

YRS	BACH	BA+ 150 HRS	BA+ 15 HRS	BA+ 30 HRS	MAST	MA+ 15 HRS	MA+ 30 HRS	MA+ 45 HRS
0	\$39,762	\$42,140	\$43,508	\$45,030	\$46,809	\$48,168	\$49,854	\$51,547
1	\$42,140	\$43,468	\$44,899	\$46,514	\$48,168	\$49,782	\$51,547	\$53,313
2	\$43,468	\$44,840	\$46,339	\$48,048	\$49,762	\$51,448	\$53,301	\$55,198
3	\$44,840	\$46,247	\$47,822	\$49,839	\$51,448	\$53,174	\$55,114	\$57,082
4	\$46,247	\$47,706	\$49,349	\$51,273	\$53,174	\$54,951	\$56,987	\$59,027
5	\$47,706	\$49,205	\$50,931	\$52,971	\$54,951	\$56,792	\$58,927	\$61,047
6	\$49,205	\$50,760	\$52,561	\$54,716	\$56,792	\$58,697	\$60,927	\$63,130
7	\$50,760	\$52,355	\$54,243	\$56,518	\$58,697	\$60,681	\$62,999	\$65,281
8	\$52,355	\$54,009	\$55,981	\$58,387	\$60,681	\$62,697	\$65,138	\$67,500
9	\$54,009	\$55,707	\$57,770	\$60,315	\$62,697	\$64,796	\$67,353	\$69,802
10	\$55,707	\$57,464	\$59,619	\$62,299	\$64,796	\$66,967	\$69,647	\$72,172
11	\$57,464	\$59,273	\$61,524	\$64,355	\$66,967	\$69,210	\$72,017	\$74,629
12	\$59,273	\$61,142	\$63,472	\$66,486	\$69,210	\$71,524	\$74,462	\$77,162
13	\$61,142	\$63,063	\$65,524	\$68,673	\$71,524	\$73,926	\$76,995	\$79,790
14	\$63,063	\$65,055	\$67,623	\$70,947	\$73,926	\$76,399	\$79,611	\$82,502
Longevity								
17	\$63,758	\$65,850	\$68,518	\$71,941	\$76,218	\$77,790	\$81,103	\$84,093
20	\$64,454	\$66,645	\$69,413	\$72,935	\$76,510	\$79,182	\$82,594	\$85,683
23	\$65,150	\$67,440	\$70,307	\$73,929	\$77,802	\$80,574	\$84,085	\$87,274
26	\$65,846	\$68,236	\$71,202	\$74,924	\$79,095	\$81,965	\$85,576	\$88,864
29	\$66,542	\$69,031	\$72,096	\$75,918	\$80,387	\$83,357	\$87,067	\$90,455
32	\$67,238	\$69,826	\$72,991	\$76,912	\$81,679	\$84,749	\$88,558	\$92,045

H. Effective June 29 to be implemented July 1, 2024, salaries shall be as set forth below:

Field Salary Schedule At \$40,915.00 Base

YRS	BACH	BA+ 150 HRS	BA+ 15 HRS	BA+ 30 HRS	MAST	MA+ 15 HRS	MA+ 30 HRS	MA+ 45 HRS
0	\$40,915	\$43,382	\$44,769	\$46,336	\$47,961	\$49,564	\$51,299	\$53,042
1	\$43,382	\$44,728	\$46,201	\$47,862	\$49,564	\$51,228	\$53,042	\$54,859
2	\$44,728	\$46,140	\$47,682	\$49,442	\$51,228	\$52,940	\$54,847	\$56,798
3	\$46,140	\$47,588	\$49,208	\$51,078	\$52,940	\$54,716	\$56,712	\$58,738
4	\$47,588	\$49,090	\$50,780	\$52,760	\$54,716	\$56,545	\$58,639	\$60,738
5	\$49,090	\$50,632	\$52,408	\$54,507	\$56,545	\$58,439	\$60,636	\$62,817
6	\$50,632	\$52,232	\$54,086	\$56,303	\$58,439	\$60,399	\$62,694	\$64,961
7	\$52,232	\$53,873	\$55,816	\$58,157	\$60,399	\$62,420	\$64,826	\$67,174
8	\$53,873	\$55,575	\$57,604	\$60,060	\$62,420	\$64,515	\$67,027	\$69,457
9	\$55,575	\$57,322	\$59,445	\$62,064	\$64,515	\$66,675	\$69,306	\$71,826
10	\$57,322	\$59,130	\$61,348	\$64,106	\$66,675	\$68,909	\$71,667	\$74,265
11	\$59,130	\$60,992	\$63,308	\$66,221	\$68,909	\$71,217	\$74,105	\$76,793
12	\$60,992	\$62,915	\$65,313	\$68,414	\$71,217	\$73,598	\$76,622	\$79,400
13	\$62,915	\$64,891	\$67,424	\$70,664	\$73,598	\$76,069	\$79,228	\$82,104
14	\$64,891	\$66,941	\$69,584	\$73,005	\$76,069	\$78,614	\$81,920	\$84,895
Longevity								
17	\$66,607	\$67,769	\$70,505	\$74,028	\$77,399	\$80,046	\$83,454	\$86,531
20	\$66,323	\$68,578	\$71,425	\$75,050	\$78,729	\$81,478	\$84,989	\$88,168
23	\$67,039	\$69,396	\$72,346	\$76,073	\$80,058	\$82,910	\$86,523	\$89,804
26	\$67,755	\$70,214	\$73,266	\$77,096	\$81,388	\$84,342	\$88,057	\$91,441
29	\$68,471	\$71,033	\$74,187	\$78,119	\$82,718	\$85,774	\$89,592	\$93,078
32	\$69,187	\$71,851	\$75,108	\$79,142	\$84,048	\$87,206	\$91,126	\$94,714

COOPERATIVE EFFORT TO REVIEW HEALTH CARE OPTIONS

Health insurance committee: In the year of contract expiration, a committee shall be established to review health insurance options and costs. The committee shall be comprised of up to three members of administration appointed by the superintendent and up to three members of FLTA appointed by the president. OAPSE may have three members appointed by the president.

Section 125 Plan:

Board will pay the enrollment fee and/or annual fee for bargaining unit members electing to use the Section 125 plan.

Schedule of Benefits:

Unit members will be provided with a copy of the summary of benefits annually as required by law. New hires will be provided with a copy of the full schedule of benefits. Any other unit members may request a copy of the full schedule of benefits from the treasurer's office at any time.

I. ADDITIONAL TRAINING

1. Staff shall have the opportunity to move horizontally on the salary schedule to reflect additional training at the beginning of the school year and/or at the beginning of the second semester, provided:
 - a. Academic work is completed satisfactorily prior to the commencement of the semester in which a horizontal move on the salary schedule is sought.
 - b. Academic work provides sufficient hours or degrees to qualify for the next column on the salary schedule.
 - c. An official transcript documenting the additional hours or degree has been received at the Board Office within sixty (60) days of completion of the course. No adjustment in the teacher's placement on the salary schedule shall occur until the official transcript has been received.
 - d. It is understood that raises will only apply to the days of the school year remaining after receipt of the official transcript and shall not be retroactive.

Article 38. FRINGE BENEFITS

A. RETIREMENT

1. All teachers at the time of retirement from active service in the Field Local School District shall receive one day's pay for each four (4) days of unused sick leave up to a maximum of two hundred (200) unused sick days. The teacher will receive one day's pay for each six (6) days of unused sick leave from two hundred and one (201) days up to four hundred eighty-one (481) days.

2. All teachers with fifteen (15) years or more of service with the Field Local Schools may elect to receive a separation payment of two thousand dollars (\$2000) following resignation. No teacher leaving the system during or immediately following a leave of absence shall be eligible to claim this benefit. (NOTE: No teacher shall be eligible to receive benefits under both Section A.1. and A.2.) A teacher retiring does not have the option of collecting under this paragraph.

B. HOSPITAL, SURGICAL, MAJOR MEDICAL, DENTAL, PRESCRIPTION DRUG, AND LIFE INSURANCE COVERAGE

1. All full-time employees in the bargaining unit shall be offered a Comprehensive Major Medical Plan. For the purposes of this Article, a full-time employee is defined as one regularly scheduled to work at least seven (7) hours per school day, five (5) days per week, excluding lunch. Bargaining unit members regularly scheduled to work fewer hours per day or days per week will not be offered coverage except as required by state and/or federal law. This time shall include all instructional, duty, and planning periods. Any amount paid toward deductibles and maximum out of pocket in the former plan shall count towards the deductible and maximum out of pocket in the new plan.
2. The Board shall have the right to change insurance carriers during the term of this Agreement, but overall level of benefits shall be maintained. Prior to any proposed change in the specifications for the present insurance coverage (hospital, surgical, major medical, prescription drug, dental, and life), the FLTA shall be brought in for discussions. Each teacher shall be provided with a description of the insurance program.
3. Full-time bargaining unit members with health insurance coverage shall pay fifteen percent (15%) of the health insurance premium. Bargaining unit members opting out of coverage must present proof of insurance. Any bargaining unit member who has opted out of health insurance may opt-in during the open enrollment period or per any COBRA qualifying event.
4. Life insurance and accidental death coverage shall be fifty thousand dollars (\$50,000).
5. Insurance coverage shall be provided from the beginning of the school year through August 31 of the following year for every employee in the bargaining unit unless the employee severs his/her relationship with the Board.
 - a. Teachers who are on paid leaves of absence shall continue to receive fully paid insurance coverages. Teachers whose relationship with the Board is severed upon completion of the school year because of nonrenewal or resignation (for other than retirement purposes), shall continue to receive coverage until September 1 of the year in which such severance takes place. Teachers who resign to accept retirement from the STRS shall continue to receive insurance coverage until the effective date of their retirement.

Teachers on unpaid leaves of absence shall have the right to purchase, at the group rate, if available, any or all of the insurance coverages in effect and held at the time of leave for the period of time they are on leave. Teachers who purchase such coverage will be responsible for the full amount of the monthly premium for the period of the unpaid leave.

6. If insurance survey from Employee Benefits International (EBI) is necessary to save the district money on health insurance the employees will complete one.

Article 39. TEACHER EXTRA-DUTY CONTRACTS AND SALARY SCHEDULE

- A. All Extra Duty contracts shall be offered to all qualified members of the bargaining unit first, and to others thereafter.
- B. All Extra Duty contracts shall be for one (1) year.
 1. For indexed extra-duty contracts, within thirty (30) days after the final contest for the team, a discussion will be initiated with the person currently holding the position. If the intent is not to recommend the person for the extra-duty contract for the next year, the position will be posted and the hiring process will be initiated. If the intent is to recommend the person for the extra-duty contract for the next year and the person wishes to continue, then the position will not be posted.
- C. Any Extra Duty contract may be granted to elementary teachers of the school district when scheduling can be arranged so such duty does not interfere with the teaching or supervision of the students or lessen the teacher's hours. The assigned teacher shall assume the responsibility of arranging for any needed supervision of students. In the event that the teachers' schedules cannot be adjusted, the building principal will meet with the teacher to discuss the scheduling problem.
- D. In the event that new positions are created, the Superintendent or designee will forward to the Association President a job description for the new position along with a compensation level for such a position. The Association President will then have ten (10) days to comment upon the compensation level recommendation along with any comments or recommendations from the Association President. These comments and recommendations will be submitted to the Board of Education, through the Superintendent, which shall make the final decision regarding compensation for the new position. Should the Association not agree with the Board's salary decision, the Association may raise the issue in the next round of negotiations.
- E. The Board shall fill department head and LPDC positions as listed in Table 1 of this article. The Board shall have the option of filling or not filling all other Extra Duty contracts. However, no member of the bargaining unit shall perform the duties normally associated with the Extra Duty contracts listed within Table 1 or Table 2 of this article without receiving the stipulated pay for such duties.
- F. Compensation for nonindexed and indexed extra duty contracts as set forth in sections G and H below shall be paid by the treasurer upon completion of the season by the teacher (or school year for a year-long extracurricular activity). If a teacher holds a nonindexed extra-duty contract and is unable to complete the year due to personal illness or cancellation of the season for reasons beyond the teacher's control, then the compensation for the extra duty contract shall be prorated based on the percentage of duties/school year completed as calculated by the treasurer. If the teacher holds an indexed contract and is unable to complete the season due to personal illness or cancellation of the season for reasons beyond the teacher's control, then the compensation specified in sections G

and H below shall be prorated as follows:

1. 25% of the full compensation amount for documented completion of pre-season work
2. An additional 25% of the full compensation amount for completion of duties up to the start of official practices
3. An additional 25% of the full compensation amount for completion of duties up to the start of the official season (first game/meet)
4. A teacher who completes duties up to the second half of the official season shall receive full compensation for the extra-duty contract

G. NON-INDEXED EXTRA DUTY CONTRACTS

1. All Non-Indexed Extra Duty contracts will be compensated as set forth in Table 1 of this article, including any newly created Non-Indexed Extra Duty Contracts.
2. The length and level of compensation for High School and Middle School Civics contracts will be determined on an annual basis by a committee comprised of equal numbers of administrators and FLTA members.

H. INDEXED EXTRA DUTY CONTRACTS

1. Indexed Extra Duty Contracts will be compensated as set forth in Table 2 of this article.
2. Each person holding an Indexed Extra Duty Contract will be evaluated annually. Evaluations will be performed by the Principal with consultation of the Athletic Director or with his/her designee. Results of these evaluations will be based on attainment of previously outlined program goals. Any person holding an Indexed Extra Duty contract who is not satisfied with the evaluation may write a rebuttal, which will be placed along side the evaluation.
3. Upon completion of five (5) years for Step 1, ten (10) years for Step 2, and fifteen (15) years for Step 3 In one program area, a person holding an Indexed Extra Duty contract will be eligible for placement on the next step of the index as set forth in Table 2 of this article. Movement on the step index shall be based upon the recommendation of the Principal. Prior to recommendations being made as to movement on the step index, the Principal making the recommendation shall meet with the person to make her/him aware of his/her recommendations. Any person holding an Indexed Extra Duty contract may appeal the Principal's recommendation to the Superintendent. The Superintendent shall have final say on the person's placement on the step index.
4. Persons who have already completed five (5) or more years in one Extra Duty program shall be placed on the step index at the level recommended by the Principal subject to the provisions of the preceding paragraph.
5. A suspension from coaching duties imposed by the Ohio High School Athletic Association (OHSAA) for a violation of OHSAA rules and regulations will result in the suspension of the supplemental contract with the Board and loss of pay during the period of the OHSAA suspension.

Table 1.
Non-Indexed Extra Duty Schedule

High School Dept. Heads

Math	0.03
English	0.03
Social Studies	0.03
Science	0.03
Special Ed	0.03
Foreign Language	0.03

Middle School Dept. Heads

Math	0.03
English	0.03
Social Studies	0.03
Science	0.03
Special Ed	0.03

School Counselors

School Counselor (Dept Head)	0.03
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Fine Arts

HS Band	0.06
MS Band	0.06
Health/PE (Dept. Head)	0.03
Art (Dept. Head)	0.03
HS Art	0.03
MS Art	0.03
Elementary Art (2)	0.03
Music (Dept. Head)	0.03
HS Vocal Music	0.05
MS Vocal Music	0.03
Elementary Vocal Music (2)	0.03

Drama

Musical Director	0.04
Drama Play	0.04
Vocal Musical Director	0.03
Fall Tech/Set Director	0.02
Spring Tech/Set Director	0.02

LPDC

General Members (4)	0.04
Chairperson	0.02
Secretary	0.01

Athletics

Fitness Fall	0.04
Fitness Winter	0.04
Fitness Spring	0.04
Fitness Summer	0.05

Civics Middle School

Student Council	0.05
Competitive Writing Advisor	0.04
National Jr. Honor Society	0.04
Spelling Bee Advisor	0.02
Girls Who Code	0.04

Civics High School

Student Council	0.05
National Honor Society	0.04
Yearbook	0.05
Competitive Writing Advisor	0.04
Quiz Bowl Advisor	0.02
Teen Institute	0.04

High School Advisors

Freshman Advisor	0.0385
Sophomore Advisor	0.0385
Junior Advisor (2)	0.0385
Senior Advisor (2)	0.0385

Elementary Dept. Heads

Primary Brimfield	0.03
Intermediate Brimfield	0.03
Primary Suffield	0.03
Intermediate Suffield	0.03
Special Ed (Brimfield)	0.03
Special Ed (Suffield)	0.03

Middle School Civics Pool 0.03**High School Civics Pool** 0.05**Other**

Mentor Teacher	0.05
Mentor for cohort	0.025

**Table 2.
Indexed Extra Duty Schedule**

	Base	Step One 5 years	Step Two 10 years	Step Three 15 years
Fine Arts				
Band Director	0.1500	0.1680	0.2040	0.2400
1st Assistant Director	0.1100	0.1232	0.1496	0.1760
Asst. Director Percussion	0.0750	0.0840	0.1020	0.1200
Assistant Director Color Guard	0.0750	0.0840	0.1020	0.1200
Middle School Jazz Band	0.0350	0.0392	0.0476	0.0560
Baseball				
Varsity Coach	0.1200	0.1344	0.1632	0.1920
Varsity Asst. Coach	0.0900	0.1008	0.1224	0.1440
Junior Varsity/Head Coach	0.0900	0.1008	0.1224	0.1440
Junior Varsity/Assistant Coach	0.0600	0.0672	0.0816	0.0960
Freshman Coach*	0.0600	0.0672	0.0816	0.0960
Boys Basketball				
Varsity Coach	0.1650	0.1848	0.2244	0.2640
Junior Varsity/Assistant Coach	0.1100	0.1232	0.1496	0.1760
Freshmen/Assistant Coach	0.0900	0.1008	0.1224	0.1440
8th Grade Coach	0.0600	0.0672	0.0816	0.0960
7th Grade Coach	0.0600	0.0672	0.0816	0.0960
Boys Soccer				
High School Head Coach	0.1200	0.1344	0.1632	0.1920
Junior Varsity/Assistant Coach	0.0650	0.0758	0.0974	0.1190
Middle School Soccer Coach (Girls/Boys)	0.0600	0.0672	0.0816	0.0960
Football				
High School Head Coach	0.1650	0.1848	0.2244	0.2640
High School Asst. Coach (6)	0.1100	0.1232	0.1496	0.1760
Middle School Head Coach	0.0900	0.1008	0.1224	0.1440
Middle School Assistant Coach (2)	0.0900	0.1008	0.1224	0.1440
Cross Country				
High School Head Coach	0.1200	0.1344	0.1632	0.1920
Varsity Assistant Coach	0.0900	0.1008	0.1224	0.1440
Middle School Head Coach	0.0600	0.0672	0.0816	0.0960
Boys Golf				
Varsity Coach	0.0900	0.1008	0.1224	0.1440

Girls Golf					
Varsity Coach	0.0900	0.1008	0.1224	0.1440	
Boys'/Girls' Junior Varsity					
Assistant Coach	0.0600	0.0672	0.0816	0.0960	
Track					
High School Head Coach	0.1400	0.1568	0.1904	0.2240	
High School Asst. Coach (3)	0.0900	0.1008	0.1224	0.1440	
Middle School Head Coach	0.0800	0.0896	0.1088	0.1280	
Middle School Asst. Coach (3)	0.0600	0.0672	0.0816	0.0960	
Wrestling					
Varsity Coach	0.1650	0.1848	0.2244	0.2640	
Junior Varsity/Assistant Coach	0.1100	0.1232	0.1496	0.1760	
Middle School Head Coach (2)	0.0900	0.1008	0.1224	0.1440	
Girls Basketball					
Varsity Coach	0.1650	0.1848	0.2244	0.2640	
Junior Varsity/Assistant Coach	0.1100	0.1232	0.1496	0.1760	
Freshmen/Assistant Coach	0.0900	0.1008	0.1224	0.1440	
8th Grade Coach	0.0600	0.0672	0.0816	0.0960	
7th Grade Coach	0.0600	0.0672	0.0816	0.0960	
Girls Soccer					
High School Head Coach	0.1200	0.1344	0.1632	0.1920	
Junior Varsity/Assistant Coach	0.0650	0.0758	0.0974	0.1190	
Softball					
Varsity Coach	0.1200	0.1344	0.1632	0.1920	
Varsity Asst. Coach	0.0900	0.1008	0.1224	0.1440	
Junior Varsity/Head Coach	0.0900	0.1008	0.1224	0.1440	
Junior Varsity/Assistant Coach	0.0600	0.0672	0.0816	0.0960	
Freshman Coach*	0.0600	0.0672	0.0816	0.0960	
Volleyball					
Varsity Coach	0.1200	0.1344	0.1632	0.1920	
Junior Varsity/Assistant Coach	0.0900	0.1008	0.1224	0.1440	
Freshman/Assistant Coach	0.0600	0.0672	0.0816	0.0960	
8th Grade Coach	0.0600	0.0672	0.0816	0.0960	
7th Grade Coach	0.0600	0.0672	0.0816	0.0960	
Cheerleader					
High School Head Advisor		0.0900	0.1008	0.1224	0.1440
High School Assistant Advisor		0.0600	0.0672	0.0816	0.0960
Middle School Head Advisor/Assistant Coach		0.0300	0.0336	0.0408	0.0480

Tennis

High School Head Coach - girls	0.0900	0.1008	0.1224	0.1440
High School Head Coach – boys	0.0900	0.1008	0.1224	0.1440

Article 40. EXTRA-SERVICE COMPENSATION

- A. It shall be the policy of the Field Local Schools to make every possible effort to acquire the services of a substitute teacher when the regularly scheduled teacher is absent from his/her assigned class for any reason.
- B. When it is feasible, it shall be the policy of the Field Local Schools to make every possible effort to acquire the continuous services of a substitute teacher when the regularly scheduled teacher is absent from his/her assigned class for any reason.
- C. In cases of emergency, teachers on regular contract shall be assigned to substitute for a colleague. In such cases, the teacher serving as an emergency substitute shall receive extra-service compensation.
- D. The extra-service compensation rate for a regular class period at the secondary level and per hour on the elementary level shall be set at forty (\$40.00). Teachers are not required to cover a class
- E. Any member of the bargaining unit assigned a duty beyond the 7.5-hour teacher workday shall be compensated for that additional time at a rate calculated by pro-rating his/her per diem rate for the number of minutes/hours worked.
- F. Any part-time employees who are required to attend in-service and/or other meetings will be compensated at their hourly rate. Paid compensation shall be computed to the nearest one-tenth (1/10) of an hour and a minimum of one (1) hour will be paid to each part-time employee in attendance.
- G. Teachers who are employed in the night school or summer school in the Field Local Schools shall be issued a contract, specifying subject, hourly rate, and number of sessions, ten (10) days prior to the initial session. Hourly rate shall be the same as in Section D of this Article 38.
- H. Extended Time Contracts for the following positions shall be paid at the per diem rate:

<u>Position</u>	<u>Number of Days</u>
Librarian	10
HS Guidance Counselor	15
MS Guidance Counselor	10
ES Guidance Counselor	10
Speech Pathologist (at their request)	5

Article 41. TUITION REIMBURSEMENT

The Board shall establish a tuition reimbursement fund of thirty-five thousand dollars (\$35,000) in each school year to reimburse teachers for semester hours for earned college credit. The college courses must be approved by the LPDC.

Payment will be made by separate check. Reimbursement for courses completed between September 1 and August 31 shall be made by October 30 following presentation of satisfactory evidence by September 15 to the Superintendent that the course has been successfully completed and approved by the LPDC.

Each year thirty-five thousand (\$35,000) will be divided by the total number of credits submitted to produce an amount to be reimbursed per credit.

The amount to be reimbursed to each teacher shall be calculated based on the number of credits submitted for reimbursement to a maximum of ten credits (10). However, the amount reimbursed shall not be more than the teacher paid for the college course(s). Any unused amount shall not be carried over to the next year. The teacher must be a current employee and have been employed at the time the course(s) were taken to be reimbursed.

Article 42. LABOR MANAGEMENT COMMITTEE

There shall be a Labor/Management Committee which meets as needed but not more than six (6) times per year. However, the parties can mutually agree to cancel any of the six meetings or schedule additional meetings. The purpose of the Labor/Management Relations Committee shall be to promote a positive working relationship between the parties and to address matters of mutual concern which are not addressed by this contract and are not mandatory subjects of bargaining. The Labor/Management Relations Committee shall be composed of no more than four (4) members of the Administration (appointed by the Superintendent) and four (4) members of the FLTA (appointed by the President). Agenda items shall be submitted to the other party in advance. The discussions of this Labor/Management Relations Committee shall not result in modifications or additions to this Agreement.

Article 43. EMPLOYMENT OF RETIRED TEACHERS

- A. It is understood that if the board desires to hire retired teachers, that such employees may be employed under terms and conditions which differ in some respects from those established by the negotiated agreement for teachers who have not attained retirement status with the State Teachers' Retirement System. A retired teacher is a teacher who has attained service retirement status with the State Teachers' Retirement System and is otherwise qualified by certification and background for public school teaching in Ohio. All provisions of the negotiated agreement shall apply to the retirees except those outlined below.
1. Where a teaching vacancy exists which the Board may fill by hiring a properly certified/licensed teacher who is not already employed by the board, the board may consider and employ retirees for any such vacancy upon the recommendation of the Superintendent. Any retired teacher seeking to be employed must participate in the search and selection process as set forth in Article 9.

2. A retired teacher shall be placed at the zero-year salary step level and shall not advance on the salary schedule.
3. A retiree shall be ineligible for a continuing contract. Each retiree shall be given no more than a one-year limited contract. At no point in time is a retiree eligible for a multi-year contract. The Superintendent shall give the retiree notice of the intent to recommend the retiree's renewal or nonrenewal on or before May 15. The Board shall act on the recommendation to renew or nonrenew and provide notice to the retiree of the same on or before June 1. The Evaluation Procedures in Article 30 shall be followed except that the Evaluation and Observation schedule shall consist of one (1) complete cycle only. This Article specifically supersedes the evaluation procedures set forth in R. C. 3319.11 and all provisions under R. C. 3319.11 except R. C. 3319.11(G) regarding the retiree's option following the retiree's written notice of the intention of the Board not to reemploy the retiree under another one-year limited contract.
4. A retiree shall not be entitled to severance pay unless that teacher serves at least fifteen years in the Field Local Schools, in which case s/he shall be eligible for severance pay as any other teacher.
5. A retiree shall accumulate seniority in the bargaining unit; however, a retiree shall start with 0 years of seniority regardless of previous years of service in Field.
6. Retirees are not required to participate in the mentorship program as a mentee/entry year teacher.

Article 44. TUTORS

The Board may hire tutors, as needed, to supplement the educational program and assist teachers in providing educational enrichment and/or remediation to students.

A. Tutors shall:

1. Be issued limited or continuing contracts as provided under this Agreement.
2. Not be eligible for provisions under Leave of Absence, Section 23A, Sabbatical Leave.
3. Be placed on a separate seniority list than other bargaining unit members comprised solely on tutors. The list shall be divided between continuing contracts and limited contracts.
4. Not have the right to displace or bump teachers, and teachers have no rights to displace or bump tutors.
5. Not calculate experience as a tutor for placement on the teacher's salary schedule should a tutor be employed in a regular teaching position.
6. Prepare intervention lesson plans under the guidance of a teacher; monitor progress; and keep intervention records.

7. Not keep a grade book or perform other bargaining unit work of a teacher.

B. Tutors covered under this collective bargaining agreement shall be entitled to the following benefits:

All rights and benefits under Article:

1	16	34
2	19	36 (A, B, C)
3	20	37
4	21	38
5	22	43
6	23 (B-H)	37 (J)
7	24	
8	25	
10	26	
11	28	
12	29	
13	30	
14	31	
15	32	

C. PAID LUNCH AND PLANNING PERIOD

1. Full time tutors shall be entitled to a paid lunch and paid planning period.
2. Part time tutors shall be entitled to a twenty-minute planning period per day.

D. REDUCTION IN STAFF

Both Reduction in Staff and recall for tutors shall be by seniority.

E. COMPENSATION

1. Beginning July 1, 2013, all tutors will be placed on Step 0, and therefore, advance one step on the index for each year of service.
2. Effective July 1, 2022 the base tutor rate shall be \$27.01 per hour. Effective July 1, 2023, the base tutor rate shall be \$27.79 per hour. Effective July 1, 2024, the base tutor rate shall be \$28.60 per hour.

F. TUTOR'S INDEX

SALARY SCHEDULE INDEX FOR PLACEMENT

YEARS	BACH	BA+150	BA+15	MAST	MAST+15	MAST+30
STEP 0	1.0000	1.0500	1.0800	1.1175	1.1550	1.2050
STEP 1	1.0500	1.0900	1.1200	1.1625	1.2050	1.2550
STEP 2	1.0900	1.1300	1.1600	1.2075	1.2550	1.3050
STEP 3	1.1300	1.1700	1.2000	1.2525	1.3050	1.3550
STEP 4	1.1700	1.2100	1.2400	1.2975	1.3550	1.4050
STEP 5	1.2100	1.2500	1.2800	1.3425	1.4050	1.4550
STEP 6	1.2500	1.2900	1.3200	1.3875	1.4550	1.5050
STEP 7	1.2900	1.3300	1.3600	1.4325	1.5050	1.5550
STEP 8	1.3300	1.3700	1.4000	1.4775	1.5550	1.6050
STEP 9	1.3700	1.4100	1.4400	1.5225	1.6050	1.6550
STEP 10	1.4100	1.4500	1.4800	1.5675	1.6550	1.7050

Article 45. CO-TEACHING

- A. During the duration of this master agreement, the Administration and FLTA will continue to develop the specific expectations and facilitate collaboration of Co-Teaching in addition to the following:
1. Every effort will be made to provide shared planning time during the school day for teachers assigned to teach a class with another teacher. In situations where the schedule does not allow for shared planning time, the teachers will receive a half-day of common release time once a month to plan. This planning time should be dedicated to collaboratively plan, monitor student progress and divide duties and expectations.
 2. Co-Teaching is defined as a class that has two (2) teachers assigned to the class. The General Education (Gen-Ed) teacher will be the lead teacher.
 3. The Co-Teaching relationship will last the duration of the school year.

Article 46. REMOTE LEARNING

- A. If the Superintendent determines that bargaining unit members need to be assigned to teach remote learning to students as a result of quarantine orders and/or social distancing due to an epidemic, pandemic or natural disaster, the Superintendent and FLTA President will meet to discuss the manner in which remote learning will be provided.
- B. No teacher will be required to teach remote learning and in-person learning concurrently.

Article 47.

DURATION

A. GENERAL

1. Contrary to Law: If any provisions or applications of this Agreement are determined by a court of competent jurisdiction, by an act of the Federal and/or State legislature, regulations or orders issued by Federal or State authorities, or by mutual agreement of the parties, that provision shall be considered null and void to the extent specifically prohibited, but all other provisions herein shall continue in full force and effect. If a provision becomes unworkable due to its being contrary to law, such action shall be reason for a reopening of negotiations within ten (10) calendar days after receipt of a request by the Association or the Board on that provision to obtain a workable provision within the established legal structure.
2. Printing of Agreement: The amendments to this Agreement will be printed and supplied to each member. The cost of printing shall be shared equally by the parties. The former agreement will stand in all other capacity except for the successor agreements. A complete successor copy will be kept by the Association and the Administration. A complete electronic copy will be maintained by the Association and an OEA representative.
3. Duration: This Agreement shall remain in full force and effect from 12:01 a.m. of July 1, 2022 to 12:00 a.m. of June 30, 2025. Further, the recognition procedure and bargaining procedure of this Article shall remain in full force and effect until a successor agreement is negotiated in keeping with provisions of Article 3 "NEGOTIATIONS PROCEDURE" and related provisions of the ORC 4117.

B. SIGNATURES

By affixing my name, I affirm that my representative party has taken the necessary action to enter into this Agreement,

For THE FIELD LOCAL

BOARD OF EDUCATION

DATE

[Signature] 9-12-22

[Signature]

For THE FIELD LOCAL

TEACHERS ASSOCIATION

DATE

[Signature] 8/23/22

[Signature] 8/25/22

[Signature] 8/25/22

[Signature] 8/26/22

[Signature] 8/26/22

⁸¹ [Signature] 8/26/22

[Signature] 8/31/22

APPENDICES

GRIEVANCE PROCEDURE FORM – INFORMAL

STEP ONE - Informal Level:

Aggrieved Person(s) and/or Association: _____

Phone: _____

Building: _____ Principal: _____

Date Grievance Occurred: _____ Date of Informal: _____

Person(s) to Whom Grievance is Directed _____

Attendees: _____

Statement of Issue(s) _____

State the exact negotiated Agreement Article number and subsection thereof, which you believe is being violated:

Action Requested: _____

Step One/Informal Level Decision: _____

Administrative/Representative Signature: _____

*Aggrieved/Association Representative Signature: _____

*Note: Signature of the aggrieved and/or FLTA representative Indicates only receipt and not necessarily agreement with the decision.

GRIEVANCE PROCEDURE FORM – FORMAL

STEP TWO:

Aggrieved Person(s) and/or Association: _____

Date Grievance Occurred: _____ Date of Formal Filing: _____

Person(s) to Whom Grievance is Directed _____

Attendees: _____

Step Two Formal Decision: _____

Administrative/Representative Signature: _____

*Aggrieved/Association Representative Signature: _____

STEP THREE:

Aggrieved Person(s) and/or Association: _____

Date Grievance Occurred: _____ Date of Formal Filing: _____

Person(s) to Whom Grievance is Directed _____

Attendees: _____

Step Three Formal Decision: _____

Administrative/Representative Signature: _____

*Aggrieved/Association Representative Signature: _____

*Note: Signature of the aggrieved and/or FLTA representative indicates only receipt and not necessarily agreement with the decision.

REQUEST FOR ALTERNATE PARENT CONFERENCE ACTIVITIES

Name _____

Date _____

Principal _____
Signature denotes plan approval

Date _____

Reason for absence.

Plan to address conference needs. (alternate date, phone conferences, or other.)

Alternate plan summary.

Date Completed _____

Teacher _____

Principal _____
Signature denotes completion of alternative plan.

ADDITIONAL HOURS GUIDE

The In-service must have these features:

- Be an organized activity which includes interaction with other teachers
- Should be related to the current teaching field
- Should occur between the first day after the last day of the previous school year through the last day of the current school year
- Stipend activities do not count
- Prior approval must be obtained from the building principal unless the activity is one of the meeting options listed below that does not indicate preapproval required.

Meeting options (all must occur outside the scheduled workday and not already be part of the master contract):

- All county curriculum meetings
- Textbook selection committee
- International Reading Association Meetings
- Education Honorary Meetings: Phi Delta Kappa, Delta Kappa Gamma
- Workshops put on by outside agencies
- Workshops put on by district representatives
- Educational speakers
- Staff and Building planned activities
- IAT and IEP meetings held before or after school
- Discipline committees
- Right-to-Read committees
- Curriculum based committees
- PAC meetings
- Open House
- Overnight stays when supervising students
- Non-supplemental supervision role in student activities/clubs (Ex: art club, Mad Science)
- Grade level collaboration work (w/preapproval and documentation of work completed)
- Webinars (w/preapproval and documentation)

FIELD LOCAL SCHOOL INTERIM TEMPORARY TEACHING CONTRACT

It is hereby agreed by and between _____, hereinafter called the teacher and by the Field Local Board of Education, Portage County, Ohio, hereinafter called the Board as follows:

The Board agrees to appoint and employ the teacher on an interim basis for the purposes of filling a temporary vacancy for the period beginning _____ and continuing until the vacancy concludes, or until such earlier time as the teacher, in accordance with law, resigns, elects to retire, or is retired, or until such time as this contract, as provided by law, is terminated or suspended.

The teacher accepts the provisions of the law pertaining to the State Teacher's Retirement System as part of this contract and as a condition of the employment provided for herein. The same employment is subject to all provisions of law with the exception of the following:

- 1) This contract is issued with no expectation of continued employment beyond the period of the vacancy;
- 2) This contract automatically expires without further action from the Board;
- 3) The interim teacher is exempted from the evaluation and nonrenewal provisions contained in the Master Agreement between the Association and the Board and, also, Ohio Revised Code Sections 3319.11 and 3319.111; and
- 4) The teacher has no displacement rights pursuant to the RIF procedure contained in the Master Agreement between the Association and the Board.

In consideration of the service rendered by the teacher, the Board agrees to pay said teacher on a per diem basis calculated based on the base annual salary as prescribed by the salary schedule of the School District whether existing or hereafter adopted. The initial compensation to be paid under this contract, according to the existing salary schedule, shall be at the per diem rate. The teacher agrees that in the performance of his/her professional duties he/she will abide by and maintain the applicable law and the rules and regulations of the Board and all provisions of the Master Agreement between the Board and the Association. The teacher agrees to teach the number of school days as prescribed by the Board during the term of this contract.

The teacher affixing his/her signature hereto represents that he/she has been notified as required by Section 3307.58 of the Ohio Revised Code of his/her duties and obligations under Chapter 3307 of the Ohio Revised Code pertaining to the State Teacher's Retirement System as a condition of employment.

The President and Treasurer of the Board by affixing their signature hereto, represent that all necessary implementing resolutions have been adopted by the Board and that a copy of the Board's existing rules and regulations affecting the performance of professional duties have been made available to the teacher upon request.

Failure to sign and return this contract to the Treasurer's Office by _____ will be considered null and void after said date.

Signed _____ Date _____
President-Board of Education

Signed _____ Date _____
Treasurer-Board of Education

Signed _____ Date _____
Teacher

Please sign both copies and return one to the Administration Office.

TRANSFER REQUEST FORM

IF YOU WISH TO BE TRANSFERRED OR REASSIGNED TO ANOTHER BUILDING, GRADE, OR SUBJECT, YOU MUST SUBMIT THIS FORM BY MAY 15th OF THE YEAR PRECEDING THE SCHOOL YEAR YOU WISH TO BE TRANSFERRED/ASSIGNED. TRANSFER REQUEST FORMS ARE VALID FOR ONE SCHOOL YEAR ONLY.

Name _____ Date Submitted _____

Address _____

Phone Number (current and summer) _____

Current Assignment (building, grade, subject) _____

Area[s] of Certification/Licensure (list all) _____

Have you ever been involuntarily transferred? _____ Yes _____ No

TRANSFER REQUEST: List by priority the building, grade, and subjects to which you seek transfer. If you do not specify a building, grade or subject, you agree to be considered for all positions for which you are certificated/licensed.

Building	Grade	Subject
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

SICK LEAVE TRANSFER AUTHORIZATION

I, _____, voluntarily authorize the transfer of one (1) day per year of my accumulated sick leave. I understand that the authorization shall remain effective from year to year, and that I may opt out only between September 1 and September 15 of a school year.

Employee Signature

Date

.....

SICK LEAVE OPT OUT

I, _____, request that my annual donation of one day of sick leave cease.

Employee Signature

Date

OTES Teacher Evaluation Forms

The following 24 pages contain the rubric for the OTES process. These pages were taken directly from the Ohio Department of Education website. This section's page numbers do not correspond to the page numbers of the rest of the collective bargaining agreement.

Self-Assessment Summary Tool

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

Name:

Date:

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

	Standard	Strengths	Areas for Growth	Priorities (Check 2)
Standard 7: Professional Responsibility and Growth	<ul style="list-style-type: none"> • Understanding of and adherence to professional ethics, policies and legal codes • Engagement in continuous, purposeful professional development • Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement 			

Walkthroughs/Informal Observations: Overview and Resources

Ohio Teacher Evaluation System 2.0

Overview: Walkthroughs/Informal Observations:

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. While many of these interactions may take place in the classroom, a more formal instructional setting, it should be noted that evidence of teacher practice is visible in many settings. Some teacher behaviors are observable in the classroom while other evidence may be obtained from formal conferences, informal conversations, and evidence of practice, as well as input from colleagues, parents/guardians and students.

As part of the observation process, ongoing communication and collaboration between evaluator and teacher help foster a productive professional relationship that is supportive and enhances a teacher's professional growth and development.

A walkthrough/informal observation is a

- Tool to inform evaluation that provides the opportunity to gather evidence of instruction over a series of short classroom visits;
- Method to allow evaluators opportunity to gather additional evidence on identified focus area(s) to enhance teacher practice;
- Process for giving targeted evidence-based feedback to teachers; and
- Means for evaluators to visit classrooms more frequently and more purposefully.

As part of the teacher evaluation system, walkthroughs/informal observations should, whenever possible, be focused on gathering evidence related to the teacher's identified focus area(s). However, evaluators are not limited to only collecting evidence on the identified focus area(s). Evaluators must ensure they have sufficient evidence to provide a Final Holistic Rating at the end of the evaluation cycle.

Guidelines for Walkthroughs/Informal Observations

Informally Observe Teachers

Teachers who are fully evaluated will have a minimum of two walkthroughs. Walkthroughs are informal observations less than 30 minutes; these may be announced or unannounced.

Informally Observe Often

The evaluator's presence in the classroom should send a positive message to teachers. Conducting walkthroughs consistently and frequently can have a positive impact on teacher practice and student learning. Find time to observe teachers at varying times of the day because what occurs in the morning can be different from what occurs in the afternoon.

Focusing on Identified Areas for Support

Focus area(s) may be determined during the required conference following the first Formal Holistic Observation or during the previous year's Final Summative Conference. The focus may be area(s) of relative strength and/or area(s) for improvement. Determination of focus area(s) should mirror the level of autonomy used to develop

Professional Growth Plans:

- Teachers rated Accomplished - Self-Directed by teacher

- Teachers rated Skilled – Jointly determined by teacher and evaluator
- Teachers rated Developing – Guided by evaluator
- Teachers rated Ineffective – Determined by evaluator

Evidence gathered during walkthroughs that occur after the Formal Holistic Observation should be focused on the teacher's identified area(s) for support when applicable. Evaluators are not limited to collecting evidence on the identified focus area(s). Evaluators must ensure they have sufficient evidence to provide a Final Holistic Rating at the end of the evaluation cycle.

Make Time to Follow Up

Follow-up communication to walkthroughs is a critical component. Follow-up will often be in writing, but the evaluator should extend to the teacher an invitation to discuss any comments provided face-to-face. The evaluator may also offer resources to support teachers in enhancing their practice. If possible, evaluators should follow up with the teacher on either the same day or the next day. To impact practice, teachers should receive feedback in a timely manner.

Teacher-Driven Observations

While it is recognized that evaluators have many demands on their time, encouraging teachers to identify instructional periods for the evaluator to observe can be a means for the evaluator to collect evidence related to the teacher's identified focus area(s).

Types of Data

Data collected as evidence of teacher practice may be quantitative, qualitative, or a combination of both. Quantitative data includes measures of values or counts expressed as numbers. For example, the evaluator could use a checklist to tally the types of questions asked (higher versus lower levels). The evaluator might also chart the number and types of assessments used. Qualitative data can include scripted notes detailing patterns of activities, feedback shared and events observed. In both cases, accuracy is essential to ensure the credibility of the process and the evaluator.

Walkthroughs/Informal Observations Ohio Teacher Evaluation System 2.0

Walkthrough: General Form

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

Evaluator Name: _____ Time Walkthrough Begins: _____ Time Walkthrough Ends: _____

Directions: This form serves as a record of a walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation, nor is this an exhaustive list of evidence that may be observed. This record, along with records of additional informal observations, will be used to inform the holistic evaluation of the teacher.

EVALUATOR OBSERVATIONS	
<input type="checkbox"/> Teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals	<input type="checkbox"/> Communication strategies and questioning techniques check for understanding and encourage higher-level thinking
<input type="checkbox"/> Instructional time is used effectively	<input type="checkbox"/> Information is presented in multiple formats
<input type="checkbox"/> Teacher combines collaborative and whole class learning opportunities	<input type="checkbox"/> Routines, procedures and transitions are consistent, effective and maximize instructional time
<input type="checkbox"/> Rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher are evident	<input type="checkbox"/> Feedback is substantive, specific, timely and supports student learning
<input type="checkbox"/> Lesson makes clear and coherent connections with student prior learning and future learning	<input type="checkbox"/> Teacher selects, develops and uses multiple assessments
<input type="checkbox"/> Teacher demonstrates content knowledge and uses content-specific language and strategies to engage students	<input type="checkbox"/> Teacher uses differentiated instructional strategies and resources for groups of students
<input type="checkbox"/> Other:	<input type="checkbox"/> Other:

Identified Focus Area(s) and Aligned Evidence, if Applicable:

Evaluator Summary Comments:

Evaluator Signature: _____

Photocopy to Teacher

Walkthroughs/Informal Observations Ohio Teacher Evaluation System 2.0

Walkthrough: Open-Ended Form

Teacher Name:

Grade(s)/Subject Area(s):

Date:

Evaluator Name:

Time Walkthrough Begins:

Time Walkthrough Ends:

OBSERVATIONS

Evaluator Summary Comments:

Evaluator Signature: _____

Photocopy to Teacher

Teacher Performance Evaluation Rubric

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

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
FOCUS FOR LEARNING (Standard 1: Students, Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction) <i>Possible Sources of Evidence: pre-conference, artifacts, portfolios, analysis of student data, lesson plans, student surveys, common assessments</i>	Use of High-Quality Student Data Element 1.1 Element 1.2 Element 1.3 Element 3.3	The teacher does not use high-quality student data to develop measurable and developmentally appropriate student growth goal(s).	The teacher uses one source of high-quality student data and attempts to analyze patterns to develop measurable and developmentally appropriate student growth goal(s). The analysis may be incomplete or inaccurate.	The teacher thoroughly and correctly analyzes patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s).	The teacher thoroughly and correctly analyzes trends and patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s). The teacher plans for the facilitation of developmentally appropriate student data collection and strategies to assist in student goal setting and progress monitoring.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Connections to prior and future learning Element 1.2 Element 2.1 Element 2.2 Element 2.4 Element 2.5	The teacher plans lessons that demonstrate no connections to student prior learning or future learning.	The teacher plans lessons that attempt to make connections with student prior learning or future learning. These connections are not clear.	The teacher plans lessons that intentionally make clear and coherent connections with student prior learning and future learning and includes strategies that communicate the connections to students.	The teacher plans lessons that intentionally make clear and coherent connections with student prior and future learning and includes strategies that communicate the connections to students - among lesson content, other disciplines and/or real-world experiences. The teacher plans lessons that use the

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
					input and contributions of families, colleagues and/or other professionals to understand each student's prior knowledge while supporting the student's development.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Connections to state standards and district priorities Element 2.3 Element 4.1 Element 4.7	The teacher's instructional plan does not reference Ohio's Learning Standards.	The teacher's instructional plan references Ohio's Learning Standards, but goals and activities do not align with student needs, school and district priorities or the standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards. The teacher participates in studying and evaluating advances in content and/or provides input on school and district curriculum.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
KNOWLEDGE OF STUDENTS	Planning instruction	The teacher's instructional plan	The teacher's instructional plan makes minimal	The teacher's instructional plan reflects connections	The teacher's instructional plan reflects consistent

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
(Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication) <i>Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys</i>	for the whole child Element 1.2 Element 1.4 Element 1.5 Element 4.2 Element 4.4 Element 6.4	makes no connections to and the teacher is not familiar with student experiences, culture, developmental characteristics or backgrounds.	connections to student experiences, culture, developmental characteristics or student backgrounds.	to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, talents, backgrounds, skills, language proficiency and interests.	connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, individual talents, backgrounds, skills, language proficiency and interests. The instructional plan draws upon input from school professionals and outside resources.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
LESSON DELIVERY (Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction, Standard 5: Learning Environment, Standard 6: Collaboration and Communication) <i>Possible Sources of Evidence: pre-conference,</i>	Communication with students Element 2.2 Element 4.3 Element 4.6 Element 6.1	The teacher does not communicate learning goals and expectations for mastery and does not model exemplary performance to students. Students cannot discern learning goals. Differentiated learning goals are not used. The teacher does not demonstrate content knowledge by using content-specific, developmentally appropriate language	The teacher inconsistently communicates learning goals, expectations for mastery and models of exemplary performance to students. There is limited use of differentiated learning goals. The teacher demonstrates some content knowledge by using limited content-specific, developmentally appropriate language and limited content-specific strategies. Students	The teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to students. The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and	The teacher is consistent and effective in communicating differentiated learning goals (such as needs based, interest based, strength based), expectations for mastery and models of exemplary performance to students through multiple communication techniques. The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	Components				
		Ineffective	Developing	Skilled	Accomplished
<i>post-conference, formal observation, classroom walk-throughs/informal observations, peer review</i>		<p>or content-specific strategies. There is no student engagement.</p> <p>The teacher does not give students feedback.</p>	<p>demonstrate little engagement in the lesson.</p> <p>Feedback to students is general, occasional or limited and may not always support student learning.</p>	<p>content-specific strategies to engage students. The teacher's communication strategies and questioning techniques check for understanding and encourage higher-level thinking.</p> <p>The teacher gives students substantive, specific and timely feedback to support their learning.</p>	<p>teacher's communication strategies and questioning techniques engage students in higher-level and creative thinking and stimulate student-to-student interactions.</p> <p>The teacher gives students substantive, specific and timely feedback to support individual student learning. The teacher gives students opportunities to engage in self-assessment, provide feedback to each other and reflect on their own strengths and challenges.</p>
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Monitoring student understanding Element 3.2 Element 3.3	The teacher fails to monitor and address student confusion and misconceptions.	The teacher inconsistently monitors or incorrectly addresses student confusion and misconceptions.	The teacher consistently monitors and addresses common student confusion and misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.	The teacher consistently monitors, addresses, articulates and anticipates individual student confusion or misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	LESSON DELIVERY <i>(continued)</i>	Student-centered learning Element 3.5	Learning is entirely teacher directed. Students are not participating in learning activities.	Learning is primarily teacher directed. Students participate in whole class learning activities.	Learning is a balance between teacher-directed instruction and student-directed interaction as students apply their

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	Components				
		Ineffective	Developing	Skilled	Accomplished
	Element 4.5 Element 4.6 Element 5.3 Element 5.4	There are no opportunities for student choice about what will be learned and how learning will be demonstrated. There is no evidence of differentiated instructional strategies or resources.	There are few opportunities for student choice about what will be learned and how learning will be demonstrated. The teacher uses limited differentiated instructional strategies or resources.	<p>knowledge and skills as developmentally appropriate. The teacher effectively combines collaborative and whole class learning opportunities to maximize student learning.</p> <p>Teacher gives opportunities for student choice about student learning paths or ways to demonstrate their learning. Teacher uses differentiated instructional strategies and resources for groups of students.</p>	<p>developmentally appropriate. The teacher encourages students to persist in the learning tasks. The teacher effectively combines independent, collaborative and whole class learning opportunities to maximize student learning.</p> <p>Teacher routinely promotes opportunities for students to actively take part in developing goals toward mastery, and students are responsible for deciding how to demonstrate their learning. Instructional strategies, pacing and resources are differentiated to make the lesson accessible and challenging for all students, while supporting the various learning needs of individual students.</p>
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	Components				
		Ineffective	Developing	Skilled	Accomplished
CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5:	Classroom routines and procedures Element 5.5	The teacher has not established routines and procedures. Effective transitions are not evident, resulting in	The teacher establishes routines and procedures but uses them inconsistently. Transitions are sometimes ineffective,	The teacher consistently uses routines, procedures and transitions that effectively maximize instructional	The teacher and students have collaboratively established consistent use of routines, procedures and transitions that are effective in maximizing

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	Components	Ineffective	Developing	Skilled	Accomplished
Learning Environment) <i>Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review, student surveys</i>		a significant loss of instructional time and frequent off-task behavior.	resulting in a loss of instructional time. Off-task behavior is sometimes evident. The teacher makes decisions about classroom operations.	time. On-task behavior is evident. Students assume appropriate levels of responsibility for effective operation of the classroom.	instructional time. On-task behavior is evident and ensured by students. Students initiate responsibility for effective operation of the classroom.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Classroom climate and cultural competency Element 1.4 Element 5.1 Element 5.2	<p>There is no evidence of rapport or expectations for respectful, supportive and caring interactions with and among students and the teacher.</p> <p>There is no demonstration of regard for student perspectives, experiences and culture. The teacher does not address needs related to student sense of well-being.</p>	<p>There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher.</p> <p>There is inconsistent demonstration of regard for student perspectives, experiences and culture. The teacher is aware of needs related to student sense of well-being but does not address them effectively.</p>	<p>There is consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher.</p> <p>There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being.</p>	<p>The teacher intentionally creates a classroom environment that shows consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher.</p> <p>There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being. The teacher seeks and is receptive to the thoughts and opinions of individual students and the class. When appropriate, the teacher includes other school professionals and/or community resources to ensure all students are recognized and valued.</p>

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	Components				
		Ineffective	Developing	Skilled	Accomplished
	Evidence of student learning Element 1.3	The teacher's assessment data demonstrates no evidence of growth and/or achievement over time for most students.	The teacher uses one source of high-quality student data to demonstrate clear evidence of appropriate growth and/or achievement over time for some students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of expected growth and/or achievement for most students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of above expected growth and/or achievement for most students.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	Components				
		Ineffective	Developing	Skilled	Accomplished
PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility and Growth) <i>Possible Sources of Evidence: Professional Growth Plan or Improvement Plan, pre-conference, post-conference, artifacts, self-assessment, peer review</i>	Communication and collaboration with families Element 6.1 Element 6.2	The teacher does not communicate with students and families.	The teacher inconsistently or unsuccessfully uses communication and engagement strategies with students and families. These do not contribute adequately to student learning, well-being and development.	The teacher uses effective and appropriate communication and engagement strategies with students and families, resulting in partnerships that contribute to student learning, well-being and development.	The teacher uses multiple effective and appropriate communication and engagement strategies with individual students and families. These ongoing strategies promote two-way communication, active participation and partnerships that contribute to each student's learning, well-being and development.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Communication and collaboration with colleagues Element 6.3	The teacher does not communicate and/or collaborate with colleagues.	The teacher inconsistently or unsuccessfully communicates and/or collaborates with colleagues, resulting in limited improvement of	The teacher effectively communicates and collaborates with colleagues to examine instructional practice and analyze patterns in	The teacher initiates effective communication and collaboration with colleagues outside the classroom, resulting in improvements in student learning, individual

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
			professional practice.	student work and student data to identify and implement targeted strategies for improving professional practice.	practice, school practice and/or the teaching profession.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	District policies and professional responsibilities Element 7.1	The teacher demonstrates a lack of understanding and regard for district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates minimal understanding of district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators. The teacher exemplifies effective leadership characteristics beyond the classroom. The teacher helps shape policy at the school, district or state level.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Professional learning Element 7.2 Element 7.3	The teacher sets short-term and long-term professional goals but fails to monitor progress or take action to meet the goals.	The teacher sets and monitors short-term and long-term professional goals but fails to take appropriate action to meet the goals.	The teacher sets short-term and long-term professional goals and monitors progress in meeting them based on self-reflection and data analysis. The teacher takes appropriate action to meet the goals.	The teacher consistently pursues best practices and sets, monitors and reflects on progress toward meeting short-term and long-term professional goals based on data analysis to improve student learning. The teacher takes appropriate action to meet the goals. The teacher collaborates with colleagues and others to share best

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
					practices.
	Evidence	Click or tap here to enter text.			

Planning for the Post-Conference

Ohio Teacher Evaluation System 2.0

Post-Conference Planning

The goal for the conference leader is to cognitively coach the teacher through the use of reflective questions.

Considerations

Before deciding which reflective questions are best matched to the educator's performance and goals, consider the following:

- What focus area(s) might be/were identified after the Formal Holistic Observation? What evidence has been demonstrated to support growth in the focus area(s)?
- What are the teacher's goals on the Professional Growth Plan (PGP)? Do the measurable indicators identified on the PGP demonstrate progress on the plan?
- What does the teacher's high-quality student data (HQSD) demonstrate about instruction and student learning?
- How has the teacher provided evidence of use of the HQSD to impact student learning and teacher practice?
- What further supports might this teacher need to enhance practice and demonstrate growth?

Reflective Questions

The number and type of focus area(s) (strength and/or area of growth) are determined locally.

- Record 3 to 5 reflective questions aligned to the identified focus area(s) that would enhance a strength and/or support an area of growth.
 - 1.
 - 2.
 - 3.
 - 4.
 - 5.

Three Key Elements of the Instructional Post-Conference

Conducting the Post-Conference

1. Introduction/Greeting/Establish Length
 - Review Conference Process
 - General Impression Question: "How do you think the lesson went?"
2. Focus area(s)
 - Discuss identified focus area(s)
 - Ask self-reflection question/s
 - Provide evidence from notes
 - Share resources and supports
3. Present evidence and rating connected to the rubric.

Professional Growth Plan

The Professional Growth Plan helps the teacher identify areas of professional development that will enable the teacher to enhance practice. The teacher is accountable for implementing and completing the plan. The plan must align to any district and/or building improvement plan(s). The Professional Growth Plan is developed annually. It is to be reviewed regularly and updated as necessary based on collaborative conversations between the evaluator and the teacher.

The Professional Growth Plan should reflect the evidence available and focus on the most recent evaluation and observations. The Professional Growth Plan should be individualized to the needs of the teacher. The school or district should provide for professional development opportunities and support the teacher by providing resources (e.g., time, financial). The Professional Growth Plan must be clear and comprehensive. It is aligned to the most recent evaluation results and proposes a sequence of appropriate activities leading to progress toward the goals.

Teacher Name: _____ Evaluator Name: _____

Self-Directed (Accomplished)
 Jointly Developed (Skilled)
 Evaluator Guided (Developing)

Choose the Domain(s) aligned to the goal(s).			
<input type="checkbox"/> Focus for Learning <input type="checkbox"/> Knowledge of Students <input type="checkbox"/> Lesson Delivery		<input type="checkbox"/> Classroom Environment <input type="checkbox"/> Assessment of Student Learning <input type="checkbox"/> Professional Responsibilities	
Goal Statement(s) Demonstrating Performance on <i>Ohio Standards for the Teaching Profession</i>	Action Steps & Resources to Achieve Goal(s)	• Qualitative or Quantitative Measurable Indicators: • Evidence Indicating Progress on the Goal(s) •	Dates Discussed
Describe the alignment to district and/or building improvement plan(s):			
Comments:			

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Improvement Plan Conference: _____

A written Improvement Plan is to be developed when an educator has a Final Holistic Rating of **Ineffective**. However, districts have discretion to place any teacher on an Improvement Plan at any time based on deficiencies in any individual component of the evaluation system. The notice requirements for being placed on an Improvement Plan, the components of the plan and the implementation process for the plan may be subject to the terms of a collective bargaining agreement.

The purpose of the Improvement Plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If the teacher does not take corrective actions in the timeline specified in the Improvement Plan, the evaluator may recommend the teacher be dismissed or continue working under the plan.

Section 1: Improvement Statement—List specific area(s) for improvement related to the *Ohio Standards for the Teaching Profession*. Attach documentation.

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

Section 2: Desired Level of Performance—List specific goal(s) to improve performance. Indicate what will be measured for each goal.

List Goal Statement(s) Indicating Performance on <i>Ohio Standards for the Teaching Profession</i>	Beginning Date	Ending Date	Level of Performance: Specifically Describe Successful Improvement Target(s)

Section 3: Specific Plan of Action—Describe in detail specific actions the teacher must take to improve performance. Indicate the sources of evidence the evaluator will use to document the completion of the Improvement Plan.

Actions to be Taken	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)

Section 4: Assistance and Professional Development—Describe in detail specific supports that will be provided as well as opportunities for professional development.

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Section 5: Alignment to District and/or Building Improvement Plan(s)— Describe the alignment to district and/or building improvement plan(s).

Comments:

Date for Improvement Plan to be evaluated: _____

Teacher's Signature: _____

Date: _____

Evaluator's Signature: _____

Date: _____

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

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Evaluation: _____

The Improvement Plan will be evaluated at the end of the time specified in the plan. Outcomes from the Improvement Plan will be one of the following.

- Improvement is demonstrated and performance standards are met to a satisfactory level of performance.
- The Improvement Plan should continue for time specified: _____.
- Dismissal is recommended.

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

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

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Using High-Quality Student Data to Inform Instruction and Enhance Practice

Choosing and using high-quality student data (HQSD) to guide instructional decisions and meet student learning needs is key in making sound instructional decisions for students. The teacher evaluation will use at least two measures of district-determined high-quality student data to **provide evidence of student learning attributable to the teacher** being evaluated. When applicable to the grade level or subject area taught by a teacher, HQSD shall include the value-added progress dimension and the teacher shall use at least one other measure of HQSD to demonstrate student learning. HQSD may be used as evidence in any component of the evaluation where applicable.*

It is recognized there are many types of data that can be used to support student learning, and the data include much more than just test scores. *These types of data and their uses are important and should continue to be used to guide instruction and address the needs of the whole child but may not meet the definition of high-quality student data for the purpose of teacher evaluation.*

The high-quality student data instrument used must be rigorously reviewed by locally determined experts in the field of education to meet all of the following criteria:

- Align to learning standards
- Measure what is intended to be measured
- Be attributable to a specific teacher for course(s) and grade level(s) taught
- Demonstrate evidence of student learning (achievement and/or growth)
- Follow protocols for administration and scoring
- Provide trustworthy results
- Not offend or be driven by bias

AND

The teacher must use the data generated from the high-quality student data instrument by:

- Critically reflecting upon and analyzing available data, using the information as part of an ongoing cycle of support for student learning
- Considering student learning needs and styles, identifying the strengths and weaknesses of an entire class, as well as individual students
- Informing instruction and adapting instruction to meet student need based upon the information gained from the data analysis
- Measuring student learning (achievement and/or growth) and progress towards achieving state and local standards

*LEGAL REFS. ORC 3319.111; 3319.112

High-Quality Student Data Verification Form (SAMPLE)

Teacher Name: Click or tap here to enter text. **Evaluator Name:** Click or tap here to enter text.

Content Area(s): Click or tap here to enter text. **Grade Level(s):** Click or tap here to enter text.

- List sources of High-Quality Student Data used to inform instruction. Value-added data must be used as one source if available.
 1. Click or tap here to enter text
 2. Click or tap here to enter text.

The high-quality student data instrument used must be rigorously reviewed by locally determined experts in the field of education to meet all of the following criteria:

- Align to learning standards
- Measure what is intended to be measured
- Be attributable to a specific teacher for course(s) and grade level(s) taught
- Demonstrate evidence of student learning (achievement and/or growth)
- Follow protocols for administration and scoring
- Provide trustworthy results
- Not offend or be driven by bias

AND

The teacher must use the data generated from the high-quality student data instrument by:

- Critically reflecting upon and analyzing available data, using the information as part of an ongoing cycle of support for student learning
- Considering student learning needs and styles, identifying the strengths and weaknesses of an entire class as well as individual students
- Informing instruction, adapting instruction to meet student need based upon the information gained from the data analysis
- Measuring student learning (achievement and/or growth) and progress towards achieving state/local standards

Comments: Click or tap here to enter text.

Teacher Signature:

Date: Click or tap to enter a date.

HQSD Approval Signature:

Date: Click or tap to enter a date.

Final Holistic Rating of Teacher Effectiveness—Accomplished or Skilled Carry Forward

Professional Growth Plan Goal(s) Alignment:	Dates:			
Mark Domain Area(s): <input type="checkbox"/> Focus for Learning <input type="checkbox"/> Knowledge of Students <input type="checkbox"/> Lesson Delivery <input type="checkbox"/> Classroom Environment <input type="checkbox"/> Assessment of Student Learning <input type="checkbox"/> Professional Responsibilities Focus Area(s) Comments:	Date of Observation: Date of Conference: Comments:			
Professional Growth Plan Goal(s):	(Goal(s) prepopulate from previous entry)			
Progress on Professional Growth Plan Goal:	<input type="checkbox"/> Progress Made (By checking this box, the teacher will continue with rating as per schedule until time for a full evaluation cycle.)	<input type="checkbox"/> Insufficient Progress Made (By checking this box, the teacher will automatically be placed on a full evaluation cycle the following school year.)		
Evaluator Comments:				
Teacher Comments:				
Final Holistic (Overall) Rating: Pre-Populated in OhioES Portal <ul style="list-style-type: none"> Carry forward from previous rating 	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

End of Cycle (Full evaluation required in the next school year)

Check here if Improvement Plan has been recommended.

Teacher Signature _____ **Date** _____

Evaluator Signature _____ **Date** _____

PLAN OF ASSISTANCE

Teacher's Name: _____ **Date of Observation:** _____

Evaluator: _____ **Date of Assistance Meeting:** _____

Specific area(s) of concern noted by the Evaluator from the OTEs Rubric (to a maximum of three):

Recommendations given by the Evaluator through collaboration with the Teacher:

Timelines to be followed throughout the Plan of Assistance; including periodic feedback to the Teacher:

Resources available to the Teacher to complete the Plan of Assistance:

Evaluator's Signature: _____ **Date:** _____

Teacher's Signature: _____ **Date:** _____

**Teacher Evaluation
Tracking Sheet**

Teacher: _____ Grade/Subject: _____

Observation #1

	Pre-Observation	Observation	Post Observation	Received Rubric
Signature of Teacher				
Signature of Evaluator				
	Date:	Date: Time:	Date:	Date:

Observation #2

	Pre-Observation	Observation	Post Observation	Received Rubric
Signature of Teacher				
Signature of Evaluator				
	Date:	Date: Time:	Date:	Date:

Observation #3

	Pre-Observation	Observation	Post Observation	Received Rubric
Signature of Teacher				
Signature of Evaluator				
	Date:	Date: Time:	Date:	Date:

Walkthrough Information

	Walkthrough #1	Walkthrough #2	Walkthrough #3	Walkthrough #4	Walkthrough #5	Walkthrough #6	Walkthrough #7
Date							
Time							

APPENDIX L
LIBRARIAN EVALUATION RUBRIC

A large, stylized white outline of the word "Ohio" is centered on a dark grey background. The letters are thick and blocky, with the 'O's being particularly large and circular. The background has a subtle, textured appearance, possibly representing a map of Ohio or a natural landscape.

Ohio

Ohio's Library Guidelines for Librarians

JANUARY 2021

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Introduction to Ohio's Library Guidelines for Librarians

Overview

A strong school library program staffed by a certified library media specialist has a powerful effect on literacy and learning for all learners. The work of school librarians and the impact of school library programs directly support Ohio's strategic plan for education, [Each Child, Our Future](#). Strong library programs support the four learning domains of digital literacy, foundations for lifelong learning and literacy, information literacy and media literacy.

In a March 2018 article published by Phi Delta Kappan, authors Keith Curry Lance and Debra E. Kachel cite research that supports the need for library programs in every school building:

Since 1992, a growing body of research known as the school library impact studies has consistently shown positive correlations between high-quality library programs and student achievements (Gretes, 2013; Scholastic, 2016). Data from more than 34 statewide studies suggest that learners tend to earn better standardized test scores in schools that have strong library programs.

The creation of the 2021 Ohio Library Guidelines for Librarians and the 2021 Ohio Library Guidelines for Learners was a transparent process used to ensure active, statewide participation throughout the project's yearlong timeline by engaging diverse stakeholders, soliciting and incorporating a wide range of ideas and viewpoints into numerous drafts, and analyzing and incorporating feedback provided by an online survey open to the public.

Education professionals from across the state made up the advisory committee and working group responsible for revising the 2003 guidelines. This collaboration brought together representatives from prekindergarten through grade 12, higher education, educational service centers, state agencies and associations and representatives from urban, rural and suburban areas. The process produced a rigorous set of library guidelines that are research- and evidence-

based, aligned with college and work expectations, and internationally benchmarked.

GUIDING ASSUMPTIONS

Ohio's Library Guidelines for Librarians serve as a tool for librarians as they continually reflect upon and improve their effectiveness as educators throughout all stages of their careers. While there are many influences on a librarian's development, these guidelines will serve as an important tool as they consider their growth and development in the profession.

Ohio's Library Guidelines for Learners define what learners need to know and be able to demonstrate to succeed in college and careers in a globally interdependent world upon completion of their preK-12 education.

School library programs differ across individual districts and buildings. These guidelines provide a robust set of topics and strategies to encompass the diversity that may occur among individual programs.

PHILOSOPHY OF OHIO'S LIBRARY GUIDELINES

Ohio's Library Guidelines for Learners incorporate the following strands across the grade bands:

- Digital Literacy
- Foundations for Lifelong Learning and Literacy
- Information Literacy
- Media Literacy

These strands provide four lenses through which kindergarten through grade 12 learners consider and engage with technology and multiple literacies. Together, these strands instill in learners a broad, rich understanding of all types of literacies and the effective use and role of these literacies in their world to ensure they are well positioned to become literate and successful citizens.

Ohio's Library Guidelines for Librarians incorporate the following strands:

- Equity
- Literacies
- Partnerships
- Quality Schools

These strands are broken down into the following topics:

- Equity: Curate Digital Resources and Tools
- Equity: Ensure Equitable Digital Access
- Equity: Invest in, Curate and Maintain Physical Resources and Tools
- Equity: Advocate for Learner Privacy and Intellectual Freedom
- Literacies: Promote Reading Engagement (personal/interpersonal)
- Literacies: Teach Digital Citizenship and Media Literacy
- Literacies: Instruct Information Literacy
- Partnerships: Build Instructional Partnerships

- Partnerships: Cultivate Community Partnerships
- Quality Schools: Design Collaborative Environments (physical space, virtual space and schedule)
- Quality Schools: Empower Learners as Creators
- Quality Schools: Facilitate Professional Learning
- Quality Schools: Lead Beyond the Library

These align with the Ohio Department of Education's Core Principles of the strategic plan, [Each Child, Our Future](#).

ROLE OF THE GUIDELINES IN THE LIBRARY AND CLASSROOM

The guidelines for librarians and learners define what all learners should know and be able to do, not how librarians should teach. While some guidelines refer to particular forms of content, they do not and cannot enumerate all or even most of the content learners should learn. A well-developed, content-rich curriculum consistent with the expectations laid out in this document therefore must complement these guidelines.

The guidelines for librarians can be used in conjunction with the [guidelines for learners](#), which are organized by grade bands, so learners at the end of each grade band have acquired the content and skills outlined. The grade band guidelines for K-2, 3-5, 6-8 and 9-12 complement what educators already are teaching as part of Ohio's Learning Standards in English Language Arts, Mathematics, Science, Social Studies, Technology, Computer Science, World Languages, Fine Arts, Physical Education and Financial Literacy.

The guidelines for each grade band provide a clear progression of content knowledge and skills that are appropriate for learners at that level. Librarians can incorporate the guidelines in the middle grades and high school as standalone courses or integrate them into other appropriate courses. In the elementary grades, librarians can best lead with a flexible library schedule that allows them to not only teach and collaborate with colleagues but also provide a broad range of learning opportunities in the library for learners and staff.

Librarians Guidelines

STRAND: EQUITY

Each child has access to relevant and challenging academic experiences and educational resources necessary for success across race, gender, ethnicity, language, disability, family background or income.

Topic	Guidelines
CURATE DIGITAL RESOURCES AND TOOLS	<ol style="list-style-type: none"> 1. Work with the district's information technology department to ensure items curated for the library are accessible to each learner. 2. Streamline access to online content and evaluate for age appropriateness. 3. Lead the selection, integration, organization and sharing of digital resources and tools to support transformational teaching and learning in all content areas. 4. Design learning opportunities that require learners to identify, evaluate and illustrate a variety of perspectives. 5. Create inclusive library collections that acknowledge and celebrate diverse experiences. 6. Provide instructional opportunities to empower learners as effective users of information and creators of ideas. 7. Establish and maintain a collection of reading and informational materials in formats that support the diverse developmental, cultural, social and linguistic needs of learners and their communities.
ENSURE EQUITABLE DIGITAL ACCESS	<ol style="list-style-type: none"> 1. Provide and advocate for equitable access to collection tools using digital resources, programming and services in support of the district's mission, vision and strategic plan. 2. Enable equitable digital access by providing barrier-free, universally designed environments. 3. Provide experiences with and access to resources, information, ideas and technology for all learners in the school community. 4. Establish and support a digital learning environment that builds critical thinking and inquiry skills for all learners. 5. Advocate and ensure all learners, teachers, staff and school leaders have robust and reliable connectivity and access to current and emerging technologies and digital resources. 6. Provide digital learning tools and resources to communicate and disseminate information to multiple audiences. 7. Encourage learners to become increasingly self-directed as they create digital products that engage them in critical thinking, collaboration and authentic, real-world problem solving.

Topic	Guidelines
INVEST IN, CURATE AND MAINTAIN PHYSICAL RESOURCES AND TOOLS	<ol style="list-style-type: none"> 1. Create inclusive library collections that acknowledge and celebrate diverse experiences. 2. Provide instructional opportunities to enable learners as effective users of information and creators of ideas. 3. Inspire and support reading for both learners and teachers through library collection development. 4. Devise and implement a plan to address knowledge and reading gaps by providing resources within the collection. 5. Use collection analysis, evaluation, research and other techniques to ensure a balanced collection that provides a variety of formats and content reflecting our diverse society. 6. Establish a collection development plan that identifies policies and procedures for the selection, evaluation, acquisition and maintenance of materials to be included in a high-quality collection. 7. Provide access to resources located within and outside the walls of the school building (local, state and regional networks). 8. Provide procedures for reconsideration of materials in conjunction with district policy. 9. Provide leadership and assistance to faculty in instructional design, collection evaluation, library-based technologies, acquisition and use of curriculum-based school library resources. 10. Establish procedures to enable the efficient accomplishment of administrative tasks in the library.
ADVOCATE FOR STUDENT PRIVACY AND INTELLECTUAL FREEDOM	<ol style="list-style-type: none"> 1. Teach and promote online learner data privacy. 2. Model the ethical use of information, technology and media. 3. Direct learners to use information, technology and media responsibly. 4. Teach learners to evaluate information for accuracy, validity, social and cultural context and appropriateness for their needs. 5. Serve as an educational leader in demonstrating the value of protecting learners' data. 6. Ensure the rights of every learner to both seek and receive information from all points of view without restriction.

STRAND: LITERACIES

Learners are instructed in identifying, interpreting, creating and communicating meaning across a variety of resources.

Topic	Guidelines
PROMOTE READING ENGAGEMENT (PERSONAL/INTERPERSONAL)	<ol style="list-style-type: none"> 1. Encourage learners to read a variety of genres in multiple formats. 2. Create inclusive collections that acknowledge and celebrate diverse experiences. 3. Provide instructional opportunities to empower learners as effective users of information and creators of ideas. 4. Inspire and encourage learners and staff to read independently for personal enjoyment. 5. Provide appropriate advisory services for readers. 6. Assist teachers in choosing high-quality literature to supplement and enrich curricular studies. 7. Offer reading enrichment programs through participation in national and state reading celebrations and initiatives or original programs.
TEACH DIGITAL CITIZENSHIP AND MEDIA LITERACY	<ol style="list-style-type: none"> 1. Provide instructional opportunities to empower learners as effective users of information, collaborators and creators of ideas across different types of media. 2. Advocate, model and teach safe, legal and ethical use of digital information and technology (copyright, intellectual property and appropriate documentation of sources). 3. Promote and model digital etiquette and responsible social interactions related to the use of technology and information. 4. Develop and model digital citizenship and global awareness by engaging with colleagues and learners of other cultures using digital age communication and collaboration tools. 5. Demonstrate fluency in technology systems and the transfer of current knowledge to new technologies and situations. 6. Collaborate and communicate with learners, peers, parents and community members using digital tools and resources to support learner success and innovation. 7. Provide all learners with experiences and access to resources, information, ideas and technology. 8. Promote principles of copyright, digital citation tools and strategies to avoid plagiarism when using the work of others. 9. Explore and teach a variety of media formats to empower learners to access, analyze, evaluate and create media products. 10. Facilitate discussions about authors' and sources' purpose, bias, credibility and cultural perspectives.

Topic	Guidelines
INSTRUCT INFORMATION LITERACY	<ol style="list-style-type: none">1. Teach learners how to access, use, apply and evaluate information resources efficiently and ethically based on academic or personal need.2. Use and teach a consistent inquiry process while working with other educators to ensure integration into the curriculum.3. Provide instructional opportunities to empower learners as effective users of information and creators of ideas across different types of media.4. Foster the assessment of validity and accuracy of information.5. Engage learners in ongoing critical analysis and reflection on the quality, usefulness and accuracy of curated choices.6. Instruct learners on types of information (facts, opinions, primary and secondary sources); formats of information (data, text, sound, visual, media); and uses of information for a purpose.7. Instruct learners how to analyze various forms of media to interpret and evaluate media messages; to identify points of view and bias; and to manipulate/create media.

STRAND: PARTNERSHIPS

Challenging, preparing and empowering learners is a community-wide effort. Partnerships represent the community supports needed to increase the likelihood of learner success.

Topic	Guidelines
BUILD INSTRUCTIONAL PARTNERSHIPS	<ol style="list-style-type: none"> 1. Consistently engage with the school community to ensure school library resources, services and guidelines align with the district's mission, vision and strategic plan. 2. Participate in district, building and department or grade-level teams to discuss curriculum development and assessment on a regular basis. 3. Include members of the school community in the development of library policies and procedures. 4. Partner with educators to design and implement evidence-based curricula and assessments that integrate elements of deeper learning, critical thinking, information literacy, digital citizenship, creativity, innovation and the active use of technology. 5. Collaborate with teachers, administrators, learners and others in the school community to develop, implement and assess long-term, strategic plans. 6. Align the library program with the information literacy standards and the school's goals, objectives and content standards. 7. Lead inquiry-based learning opportunities that enhance the information, media, visual and technical literacies of all members of the school community.
CULTIVATE COMMUNITY PARTNERSHIPS	<ol style="list-style-type: none"> 1. Develop partnerships within the school and local community (families and caregivers, nonprofit organizations, government agencies, public and higher education libraries, businesses) to promote engagement and a community of readers. 2. Promote and model the importance of information-gathering skills by publicizing available library services and resources to learners, staff and the community. 3. Serve on school and districtwide committees and engage in community and professional activities. 4. Provide opportunities for learners to interact with others who reflect a diverse range of global perspectives. 5. Develop and model global awareness by engaging with colleagues and learners of diverse perspectives using digital age communication and collaboration tools. 6. Allow learners to cultivate networks within the global society and their own communities to build on prior knowledge and encourage future learning.

STRAND: QUALITY SCHOOLS

School leaders, teachers, parents, caregivers, the community and other individuals working together to service the learners is one aspect of a quality school. Other factors such as curriculum, instruction, learner supports and data analysis also contribute to a quality school.

Topic	Guidelines
DESIGN COLLABORATIVE ENVIRONMENTS (physical space, virtual space and schedule)	<ol style="list-style-type: none">1. Provide flexible spaces that promote inquiry, creativity, collaboration and community.2. Provide an engaging learning environment that supports the innovative and ethical use of information and information technologies.3. Organize facilities to enhance and ensure equitable access to information resources and services for all learners.4. Establish a supportive learning environment that builds critical thinking and inquiry skills.5. Provide a virtual space (learning management system (LMS) website, social media) for learners to interact with the library and librarian.6. Support flexible scheduling to provide learner and educator access to library staff and resources.

Topic	Guidelines
<p>EMPOWER LEARNERS AS CREATORS</p>	<ol style="list-style-type: none"> 1. Encourage learners to become increasingly self-directed as they engage in critical thinking, collaboration and authentic, real-world problem-solving to create products. 2. Encourage learners to move past consumption and toward creation. 3. Teach problem-solving through cycles of design, implementation and reflection. 4. Provide opportunities for making and exploration. 5. Model persistence through learners' inquiry processes. 6. Structure activities for learners to collaboratively identify innovative solutions to a challenge or problem. 7. Encourage learners to formulate questions about a personal interest or curricular topic as part of an action plan. 8. Activate learners' prior and background knowledge as context for constructing new meaning. 9. Embed the inquiry process within grade bands and academic disciplines. 10. Devise learning activities that require learners to evaluate a variety of perspectives. 11. Enable learners to seek knowledge, create new knowledge and make real-world connections for lifelong learning. 12. Assist and lead learners and staff in assessing the inquiry-based research process. 13. Help learners to scaffold iterative challenge-response processes. 14. Provide opportunities for learners to share learning products and reflect on the learning process with others. 15. Help learners recognize their potential can be developed, improved and expanded. 16. Create an atmosphere in which learners feel empowered and interactions are learner-initiated. 17. Challenge learners to reflect and question assumptions and misconceptions. 18. Guide learners as they adopt a discerning stance toward points of view and opinions expressed in information resources and learning products. 19. Challenge learners to work with diverse populations to create a better product. 20. Scaffold enactment of learning group roles to enable the development of new intra-group understanding. 21. Impart strategies for learners creating products in accordance with Creative Commons licensing.

Topic	Guidelines
FACILITATE PROFESSIONAL LEARNING	<ol style="list-style-type: none"> 1. Lead professional learning to cultivate broader understanding of the skills that comprise success in a digital age (critical thinking, information literacy, digital citizenship, technology). 2. Lead other educators and learners to embrace a growth-mindset through lifelong learning. 3. Exhibit leadership by demonstrating a vision of technology infusion, participating in shared decision-making and community building and developing the leadership and technology skills of others. 4. Provide professional learning opportunities on library and technology topics appropriate to all levels of experience and expertise in multiple formats or venues with diverse presenters and educators. 5. Design and lead professional learning opportunities that reinforce the impact of the school library's resources, services and programming on learners' academic experiences and educators' effectiveness.
LEAD BEYOND THE LIBRARY	<ol style="list-style-type: none"> 1. Participate in setting the school district's mission, vision and strategic plan for digital learning. 2. Foster a culture of collaboration and innovation to empower teachers and learners. 3. Model and promote the use of personal and professional learning networks. 4. Encourage families and other members of the community to participate in school library activities. 5. Build and advocate strong relationships with stakeholders who recognize and support an effective school library. 6. Reinforce the role of the school library and librarian as informational and technological resources to maximize learning. 7. Participate in district, building and department or grade-level curriculum development and assessment on a regular basis. 8. Participate in state and national organizations. 9. Develop a library strategic plan that achieves a dynamic school library program and includes a mission, vision, measurable goals, operational management procedures, instructional strategies and an evaluation component.

Works Cited

"Each Child, Our Future." *Ohio Department of Education*, 9 Sept. 2020, education.ohio.gov/About/EachChildOurFuture.

Lance, Keith Curry, and Debra E. Kachel. "Why School Librarians Matter: What Years of Research Tell Us." *Phi Delta Kappan*, 15 July 2020, kappanonline.org/lance-kachel-school-librarians-matter-years-research/.

Acknowledgements

Library Advisory Group

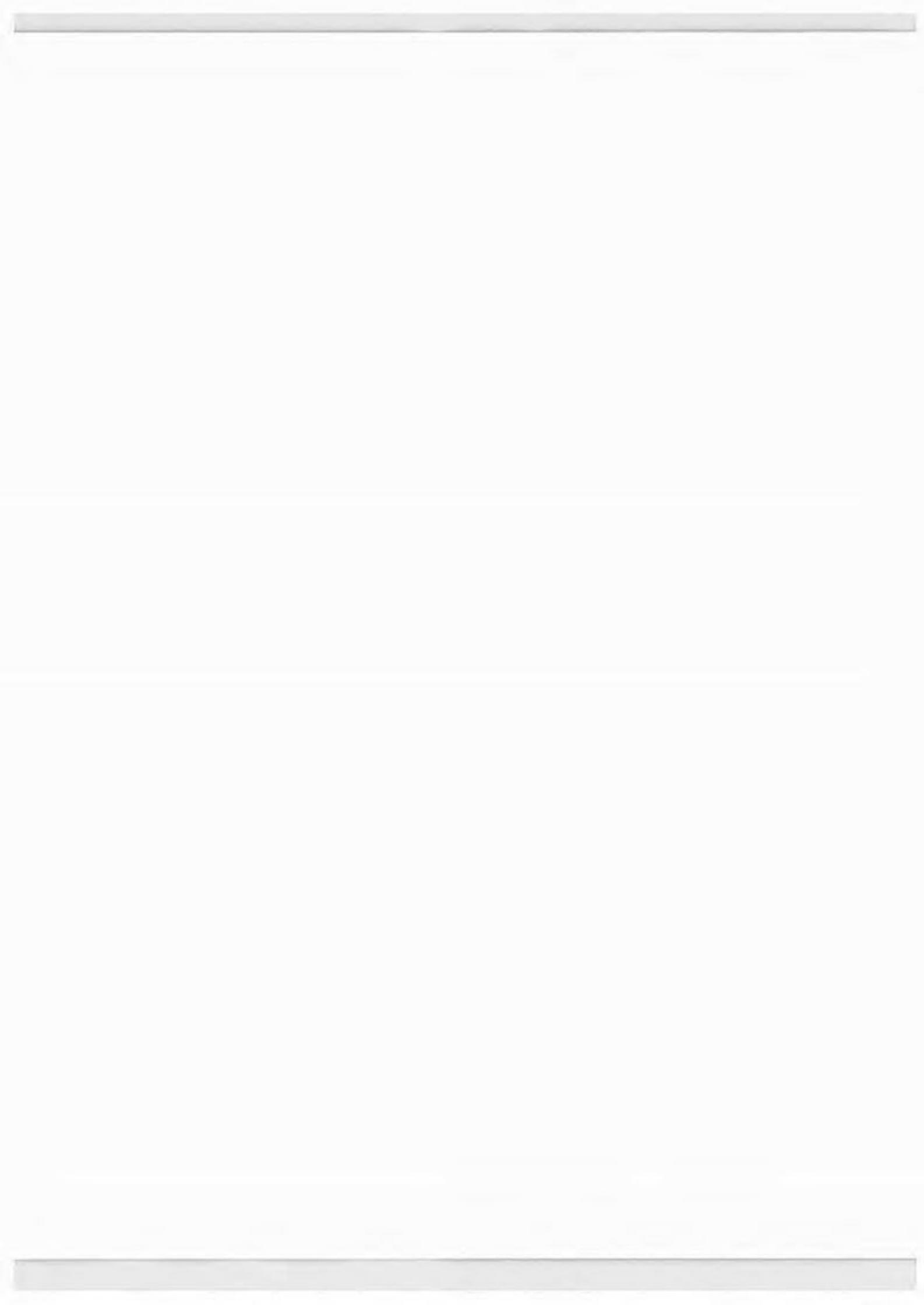
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APPENDIX M
SCHOOL COUNSELOR EVALUATION DOCUMENTATION





Ohio

Ohio School Counselor Evaluation Model

MAY 2016

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Preface

Ohio is serious about its commitment to quality schools. Over the past decade, Ohio has made important education policy advances, with a focus on standards and accountability, which together has moved Ohio's pre-kindergarten through 12th grade system forward in several important ways. In response to changes in state law, Ohio has developed both standards and an evaluation system for Ohio's school counselors that will provide them with useful feedback and support as they grow and learn professionally.

School counselors (previously referred to as *guidance counselors*) support all students in pre-kindergarten through grade 12 with academic achievement, social and emotional development and career planning. Ohio School Counselors are licensed according to Ohio Administrative Code 3301-24-05, having completed an approved master's program and an extensive internship. They develop and implement comprehensive school counseling programs that promote and enhance student success by collaborating with families, teachers and administrators.

Ohio recognizes that school counselors are uniquely qualified professionals who support pre-kindergarten through grade twelve students in meeting the ever-changing academic and college/career preparation demands while contributing to students' overall well-being. School counselors' roles and responsibilities in the 21st-century focus on promoting achievement for all students by providing direct and indirect services that address students' academic, college/career and social-emotional needs. School counselors play an instrumental role in school districts throughout Ohio by helping guide students toward success in education and their future careers. The standards and evaluation system reflects the 21st-century roles and responsibilities of Ohio's school counselors. As such, administration should work to ensure the assigned duties of school counselors afford the time and opportunity to demonstrate their ability in all areas identified by the standards in accordance with.

The Ohio Standards for School Counselors

House Bill 64 of the 131st Ohio General Assembly (Ohio Revised Code 3319.61) directed the State Board of Education to develop standards for school counselors. The Ohio Department of Education and the Educator Standards Board worked with stakeholder groups and the chancellor of higher education to identify school counselors, administrators and other representatives to serve on the writing team that drafted the standards during spring 2015. As its starting point, the writing team for the *Ohio Standards for School Counselors* began with the standards-based evaluation system and guide created by the Ohio School Counselor Association writing team, the Ohio School Counselor Evaluation System (2013). In addition to the work of the association, the writing team considered the national model created by the American School Counselor Association, the National Board School Counseling Standards, the standards of the Council for Accreditation of Counseling and Related Educational Programs, the School Counselor Assessment Framework from the Ohio Assessments for Educators and the work of exemplary states nationwide.

In October 2015, the State Board of Education adopted the [*Ohio Standards for School Counselors*](#), which define the skills and knowledge that school counselors must demonstrate at all stages of their careers. These standards promote effective professional practices and provide support to school counselors as they reflect upon and improve their performance over time. Six standards were adopted:

1. 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.

2. 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.
3. School counselors collaborate and consult with school personnel, parents/guardians, community partners and agencies/organizations to coordinate support for all students.
4. School counselors collaboratively engage in a cycle of continuous improvement using data to identify needs, plan and implement programs, evaluate impact and adjust accordingly.
5. School counselors lead school efforts and advocate for policies and practices that support an equitable, safe, inclusive and positive learning environment for all students.
6. School counselors adhere to the ethical standards of the profession, engage in ongoing professional learning and refine their work through reflection.

With the adoption of the *Ohio Standards for School Counselors*, Ohio has clearly defined the knowledge, skills, and competencies of effective school counselors. These standards promote the most effective school counseling practices and offer a core set of expectations for Ohio school counselors. Professional school counselors offer students access to the kinds of high-quality direct and indirect services, which will support students' academic, career and social/emotional development.

Ohio School Counselor Evaluation Framework

The passage of House Bill 64 in July 2015 directed the State Board of Education to develop and adopt a standards-based state framework for evaluation of school counselors. In April 2016, the State Board adopted the Ohio School Counselor Evaluation Framework, which is aligned to the [Ohio Standards for School Counselors](#). The framework appears in Appendix A. The bill further directed each school district board of education to adopt a school counselor evaluation policy by Sept. 30, 2016 that conforms to the State Board framework.

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.

Ohio School Counselor Summative Evaluation Rating



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 System (2013) from the Ohio School Counselor Association, and the work of exemplary states nationwide 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:

<p>Standard 1: Comprehensive School Counseling Program Plan</p>	<p>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.</p>
<p>Standard 2: Direct Services for Academic Career and Social/Emotional Development</p>	<p>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.</p>
<p>Standard 3: Indirect Services: Partnerships and Referrals</p>	<p>School counselors collaborate and consult with school personnel, parents/guardians, community partners and agencies/organizations to coordinate support for all students.</p>
<p>Standard 4: Evaluation and Data</p>	<p>School counselors collaboratively engage in a cycle of continuous improvement using data to identify needs, plan and implement programs, evaluate impact and adjust accordingly.</p>
<p>Standard 5: Leadership and Advocacy</p>	<p>School counselors lead school efforts and advocate for policies and practices that support an equitable, safe, inclusive and positive learning environment for all students.</p>
<p>Standard 6: Professional Responsibility, Knowledge and Growth</p>	<p>School counselors adhere to the ethical standards of the profession, engage in ongoing professional learning and refine their work through reflection.</p>

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:

- Roles and responsibilities;
- Professional growth or improvement plan development (goal-setting);
- Observations;
- Using evidence to inform ratings; and
- 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

- A planning conference with the evaluator to mutually establish goals and objectives.
- Collection and sharing of data related to the accomplishment of goals and objectives.
- 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

- A conference with the school counselor to mutually establish goals and objectives, action plans and evidence indicators for the evaluation period.
- Provision of appropriate and timely feedback, resources and guidance to assist the school counselor in achieving goals and objectives.
- Formal and informal observations of the school counselor as he/she performs *non-confidential activities* during the evaluation year.
- 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.
- Post-observation conferences followed with a written report to the school counselor describing areas of reinforcement and opportunities for refinement.
- 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.

Low Amount of Autonomy	Medium Level of Autonomy	High Level of Autonomy
<ul style="list-style-type: none"> • School counselor with final summative rating of Ineffective • Improvement plan • Plan is directed by evaluator 	<ul style="list-style-type: none"> • School counselor with final summative rating of Developing or Skilled (or new school counselor) • Professional Growth Plan • Plan is collaborative between evaluator and school counselor 	<ul style="list-style-type: none"> • School counselor with final summative rating of Accomplished • Professional Growth Plan • Plan is self-directed by school counselor

The school counselor is not required to conduct a self-assessment before plan development, but this reflective activity may help him or her determine which standard areas to focus on in the professional growth plan. Find the 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:

- Identification of area(s) for future professional growth;
- Specific resources and opportunities to assist the school counselor in enhancing skills, knowledge and practice; and
- 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: Gathering Evidence of School Counselor Performance

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 non-

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

Guidelines for informal observations of school counselors are illustrated below.

Informally Observe all School Counselors	All school counselors benefit from informal observations of non-confidential activities. Informal observations should last from 15 to 20 minutes (but less than 30 minutes); therefore, evaluators should conduct observations that they can follow up on either the same or next day. School counselors need and deserve some type of immediate feedback.
Focus on One or Two Areas	Although there may be no predetermined focus established (because of no pre-conference), find a focus based on the activity, events or discussions that are occurring. A focus may also occur based upon past conferences and the need for follow-up observations.
Make Time to Follow Up	Follow-up communication to informal observations is a critical component. Follow-up will often be in writing but the evaluator should extend to the school counselor an invitation to discuss any comments provided face-to-face. The evaluator may also offer resources to help school counselors refine their practice.
School Counselor Driven Observations	While it is recognized that evaluators have many demands on their time, encouraging school counselors to identify non-confidential activities for the observation can be a means for the collection of evidence related to specific areas of focus that may be worked upon.
Types of Data	Data collected as evidence of school counselor practice may be quantitative, qualitative or a combination of both. Quantitative data includes frequencies, distributions and other counts or tallies. Qualitative data can include scripted notes detailing patterns of activities, vocabulary used and events observed. In both cases, accuracy is essential to ensure the credibility of the process and the evaluator.

Observation Conferences

The formal observation process consists of a pre-observation conference and a post-observation conference (illustrated below). The formal observation process includes ongoing communication and collaboration between evaluator and school counselor which helps foster a productive professional relationship that is supportive and leads to school counselor growth and development. This type of communication and collaboration can occur during pre- and post-observation conferences. Information sharing that can be valuable to both evaluator and school counselor happens during these formal observation conferences. Observation conferences can also occur with informal observations if needed.



Pre-Observation Conference

At the pre-observation conference, the evaluator and school counselor discuss what the evaluator will encounter in the observation. They share important information about the characteristics of the school counseling environment and the school counseling activity. The conference also will give the school counselor an opportunity to identify areas in which he or she would like focused feedback from the evaluator during the observation. The school counselor and the evaluator should keep a record of the date the conference takes place and the communication that takes place. The purpose of the pre-observation conference is to provide the evaluator with an opportunity to discuss the following:

- o Objectives of school counseling activity;
- o Experiences of the individuals in the session;
- o Characteristics of the environment;
- o Strategies that the school counselor will employ to meet the objectives;
- o Differentiation based on needs; and
- o Assessment data collected to demonstrate learning.

Post-Observation Conference

The purpose of the post-observation conference is to provide feedback to the school counselor for reflection on the observed school counseling activity. The conference also will assist the counselor in identifying ways to increase effectiveness of the activity. Following the activity, the school counselor reflects on whether or not the objectives for the activity were met. In addition to the feedback from the observed activity, professional conversations between the evaluator and the school counselor may help identify additional strategies and resources needed. The evaluator will make recommendations and commendations that may become part of the school counselor's professional development plan or improvement plan.

In general, the discussion between the evaluator and the school counselor needs to focus on relative area(s) of strength (reinforcement), and relative area(s) for further support (refinement) in relation to the evaluation rubric. School counselors may bring additional evidence that supports the activity observed to share with the evaluator at the conference. The evaluator may consider these as evidence to support the school counselor's performance.

Suggestions for Conducting the Post-Conference			
Step One: Introducing Conference and Establishing Length	Step Two: Reinforcing the School Counselor (Area of Relative Strength)	Step Three: Refining the School Counselor's Skill (Area of Further Support)	Step Four: Presenting Evidence and Ratings Connected to the Rubric
a. Review conference process b. General impression question – "How do you think the activity went?"	a. Identify an area of reinforcement (only one area) b. Ask self-analysis questions c. Provide evidence from notes	a. Identify area of refinement (only one) b. Ask self-analysis questions c. Provide evidence from notes d. Give a recommendation for future practice	a. Discuss ratings of standard areas observed b. Share evidence from observation directly related to standard areas addressed

For a list of possible pre-observation and post-observation questions see Appendix I.

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

- **Time** – Capture the length of the different segments of the activity.
- **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.
- **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.
- **Paraphrase** – Use parentheses to indicate paraphrasing, so when you go back through your notes you know what is paraphrased and what is verbatim.
- **Circulate** – Circulate as necessary to collect evidence about the student activity from the school counselor or the student.

After the Observation

- **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

- **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.
- **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.
- **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

- **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.

- **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 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.

Appendices

Appendix A: Evaluation Framework for School Counselors

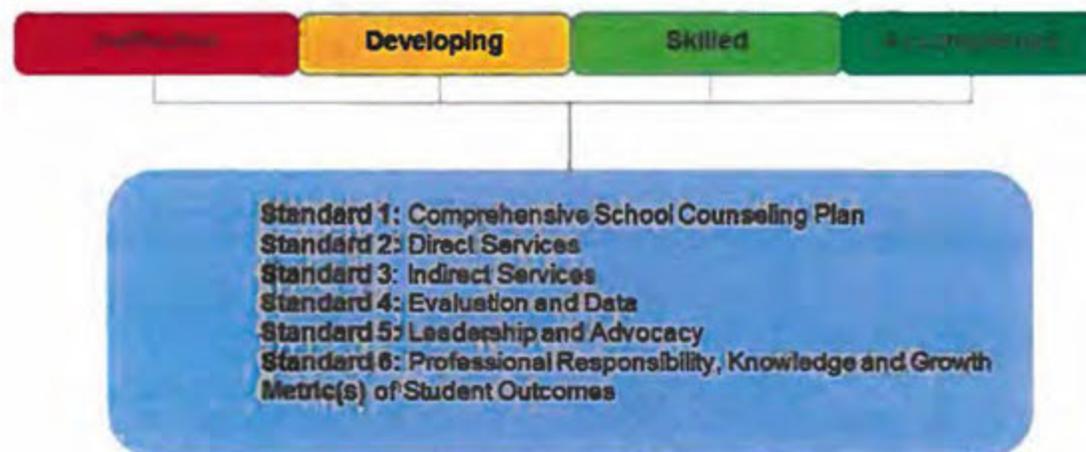
Evaluation Framework for School Counselors

Ohio is serious about its commitment to quality schools. In 2015, the State Board of Education adopted standards for school counselors. With the adoption of the Ohio Standards for School Counselors, Ohio has clearly defined the knowledge, skills and competencies of effective school counselors. These standards promote the most effective school counseling practices and offer a core set of expectations for Ohio school counselors. Professional school counselors offer students access to high-quality services, which support students' academic, career and social/emotional development.

Each school counselor will be evaluated according to Ohio Revised Code and the Evaluation Framework which is aligned to the [Ohio Standards for School Counselors](#). The Ohio School Counselor Evaluation System (OSCES) was designed to be transparent, fair and adaptable to the specific contexts of Ohio's districts.

OSCES is a standards-based integrated model that is designed to foster the professional growth of school counselors in knowledge, skills and practice. In OSCES, 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.

Ohio School Counselor Summative Evaluation Rating



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.

Additionally, at the local level, the board of education will include in its evaluation policy procedures for using the evaluation results for retention and promotion decisions and for removal of poorly performing school counselors.

The local board of education will also provide for professional development to accelerate and continue school counselor growth and provide support to poorly performing school counselors.

School counselor evaluations shall occur annually except as otherwise appropriate for high-performing school counselors. The annual evaluation process will consist of two formal observations of thirty minutes each and informal observations.

The board may evaluate each school counselor who received a final summative rating of accomplished on the most recent evaluation once every three school years so long as the metric of student outcomes, for the most recent school year for which data is available, is skilled or higher on the evaluation rubric.

The board may evaluate each school counselor who received a final summative rating of skilled on the most recent evaluation once every two school years so long as the metric of student outcomes, for the most recent school year for which data is available, is skilled or higher on the evaluation rubric.

During the years in which high-performing school counselors are not fully evaluated, the board shall conduct at least one observation and one conference.

School counselors with a final summative rating of accomplished will develop a professional growth plan*.

School counselors with a final summative rating of skilled will develop a professional growth plan* collaboratively with their evaluator.

School counselors with a final summative rating of developing will develop a professional growth plan* with their evaluator. The administration will approve the professional growth plan.

School counselors with a final summative rating of ineffective will develop an improvement plan with their evaluator. The administration will approve the improvement plan.

*Districts have discretion to place a school counselor on an improvement plan at any time based on deficiencies in any individual component of the evaluation system.

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 students' academic progress and goals.	The school counselor uses knowledge of the academic program to plan and deliver counseling, activities and/or experiences that support students' academic progress and goals.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' academic progress and goals and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to support students' academic progress and goals and makes adjustments as needed.
	The school counselor does not deliver developmentally appropriate counseling, activities, and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor inconsistently or ineffectively provides developmentally appropriate counseling, activities and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to enhance students' and parents/guardians' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.
	The school counselor does not deliver counseling, activities and/or experiences that promote student well-being.	The school counselor attempts to deliver counseling, activities and/or experiences that promote student well-being with limited success.	The school counselor consistently delivers counseling, activities, and/or experiences that promote students' social/emotional development and well-being.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to promote students' social-emotional development and well-being and makes adjustments as needed.
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
	The school counselor does not monitor student performance and progress.	The school counselor does limited monitoring of individual and group student performance and progress data to identify gaps and develops some appropriate interventions to enhance or improve student success.	The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success.	The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success, and fosters student self-monitoring.
	The school counselor does not monitor effectiveness of the program.	The school counselor uses some data with minimal effectiveness to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	The school counselor effectively uses data to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	The school counselor uses comprehensive data to conduct regular program monitoring, assesses implementation and effectiveness, and collaborates with stakeholders to make adjustments for program improvement accordingly.
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
	The school counselor does not attempt to establish professional relationships within the school through communication, teamwork and collaboration.	The school counselor attempts to establish professional relationships within the school through communication, teamwork and collaboration with limited success.	The school counselor establishes and maintains professional relationships within and outside of the school through communication, teamwork and collaboration.	The school counselor establishes and strengthens strategic professional relationships within and outside of the school through communication, teamwork and collaboration.
	The school counselor does not advocate for nor responds to the needs of diverse populations.	The school counselor attempts to respond to the needs of diverse populations and has demonstrated progress in promoting an inclusive, responsive and safe school environment for its diverse members.	The school counselor effectively advocates for and responds to the needs of diverse populations, resulting in a positive impact on practices that promotes an inclusive, responsive and safe school environment for its diverse members.	The school counselor effectively advocates for practices within and outside of the school community and proactively addresses the changing needs of diverse populations resulting in a positive impact that promotes an inclusive, responsive and safe school environment for its diverse members.
	The school counselor is unable to identify community, environmental and institutional factors that enhance or impede development and does not advocate for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development but does not advocate for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development and advocates for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development and collaborates with stakeholders to advocate for programs, policies and practices that ensure equity of opportunity for all students.
	The school counselor does not promote the program or the role of the school counselor in achieving the school's mission and student success	The school counselor occasionally promotes the program and is beginning to articulate the role of the school counselor in achieving the school's mission and student success.	The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school's mission and student success.	The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school's mission and student success, and contributes to the advancement of the school counseling profession.
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 ineffectively to set goals for improvement and participates in professional learning to meet some goals, enhance skills and stay current on professional issues.	The school counselor engages in thoughtful self-reflection of practice, reviews data to set goals for improvement and participates in professional learning to meet goals, enhance skills and stay current on professional issues.	The school counselor engages in thoughtful and ongoing self-reflection of practice; consistently reviews data to set and monitor goals for improvement; and participates in professional learning to meet goals, enhance skills and stay current on professional issues, educating others on learnings when appropriate.
	The school counselor does not attend professional meetings nor belong to organizations at the local, state or national level.	The school counselor attends professional meetings and/or belongs to organizations at the local, state or national level.	The school counselor actively participates in both professional meetings and organizations at the local, state or national levels.	The school counselor coordinates, facilitates and/or provides leadership in professional meetings and organizations at the local, state or national level.
Evidence				

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

Appendix C: Ohio School Counselor Evaluation System Model Components

Model Component	Required	Recommended
Self-Assessment		✓
Professional Growth or Improvement Plan	✓	
Two Formal Observations	✓	
Informal Observations	✓	
Pre-Conferences		✓
Post-Conferences		✓
Final Summative Rating using Evaluation Rubric including Metric(s) of Student Outcomes	✓	
Summative Evaluation Conference		✓
Written Report of Evaluation Results	✓	

Appendix D: Glossary of Terms

Advocacy: Advocacy includes those actions that a school counselor takes on behalf of students or the counseling profession to promote individual growth and support effective policies and standards.

Career Development: Career development is the proactive planning and steps students take toward meeting their career goals. School counselors can help students (1) understand the connection between school and work; (2) envision, plan for and make successful transitions from pre-kindergarten through grade 12 education into postsecondary education or work; and (3) develop lifelong skills for future education, work transitions and decision making. To these ends, and across the continuum of student development, school counselors focus on awareness building, exploration and planning. As part of career development, school counselors help students with postsecondary planning that may include applications, selection and entry into college (two-year, four-year or technical programs) or workforce entry into business/industry.

Comprehensive School Counseling Program: The comprehensive school counseling program includes four components: the school counseling core curriculum, individual student planning, responsive services and system support. An effective plan will clearly define roles and promote collaborative leadership; focus on results that are driven by data; be developmentally appropriate; and align with research, national models and effective practices.

Direct Services: Direct services are in-person interactions between school counselors and students to support students' academic, career and social/emotional development. Direct services include the development and implementation of the school counseling core curriculum, individual student planning and the delivery of responsive services.

Formal Observation: A formal observation consists of the active acquisition of information from a primary source. Evaluators may observe school counselors while they are working in classrooms, small group settings, planning meetings or any other areas where they can obtain information for the evaluation. Schedule observations of school counselors at times when non-confidential activities are occurring to maintain confidentiality of counseling relationships.

Indirect Services: Indirect services include referrals, consultations and collaborations that school counselors make and engage in on students' behalf.

Individual Planning: When school counselors assist students individually in understanding, monitoring and managing their development, and coordinate activities designed to help students with their goals and plans, these activities are part of individual planning.

Informal Observations: Informal observations, which may be unannounced, consist of walkthrough observations of *non-confidential* school counseling activities by evaluators.

Non-confidential activities: Non-confidential school counseling activities are those that do not compromise confidentiality by the presence of an outside observer.

Preventative Services: Preventative services are those proactive activities within the comprehensive school counseling program that promote students' positive growth and development, while avoiding harm or negative consequences.

Responsive Services: School counselors provide responsive services or interventions to meet students' immediate needs and concerns or to respond to specific problems that affect social/emotional or academic development. Responsive services include crisis response.

The School Counseling Core Curriculum: The school counseling core curriculum is a plan of structured lessons or activities designed to build students' knowledge and skills as appropriate on the developmental continuum. An effective school counseling core curriculum does not need to include detailed daily lessons; rather, the key is that the counselor creates a systematic plan purposefully sequences its activities. The school counseling core curriculum is delivered as part of the school's overall plan for what students should learn. The school counselor presents the plan in collaboration with other educators in pre-kindergarten through grade 12 classrooms and group activities.

Stakeholders: Stakeholders include those people, groups or organizations that have an interest or concern in the comprehensive school counseling program and its impact on students. Internal stakeholders may include educators and administrators at the building or district level. External stakeholders may include representatives of community organizations, business/industry, or other groups.

Student Standards: Student standards are written to describe the expected knowledge, skills and competencies students should possess at each grade level or grade-level band. The American School Counselor Association (ASCA) Mindsets and Behaviors for Student Success; K-12 College- and Career-Readiness Standards for Every Student (2014) describe the knowledge, skills and attitudes students need to achieve academic success, college and career readiness, and social/emotional development. The school counselor's program also should reflect relevant state student standards, such as Ohio's Learning Standards (2010). Other student standards may inform the school counseling program as appropriate.

System Support: System support includes those management activities needed to assure the implementation and ongoing evaluation of a high-quality, developmental and comprehensive school counseling program.

Appendix E: Self-Assessment on Standards

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

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

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

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

I possess the knowledge and skills to design a comprehensive and proactive school counseling program.	0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost Fully	5 Completely
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I collaborate to design the school counseling program.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
--------------------------------------------------------	----------	------------	-------------	----------------	-----------------	-------------

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

The school counseling program aligns with the school's goals and mission.	0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost Fully	5 Completely
---------------------------------------------------------------------------	----------	-----------------	----------------	---------------	-------------------	-----------------

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

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

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

Individual Student Planning: I work directly with students to support their academic progress and goals.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
Individual Student Planning: I work directly with students to develop their college and career-related knowledge, skills and pathways.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
Individual Student Planning: I work directly with students to support their social/emotional development skills and mindsets.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
Responsive Services: I develop appropriate interventions for students as needed.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always

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

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

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

I coordinate school and community resources and provide referrals as needed to support students and promote their success.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
----------------------------------------------------------------------------------------------------------------------------	----------	------------	-------------	----------------	-----------------	-------------

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

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

Appendix F: School Counselor Professional Growth Plan

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

School Counselor Name: _____

Evaluator Name: _____

Self-Directed Collaborative

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

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

Comments:

School Counselor: _____ Evaluator: _____ Date: _____

Appendix G: Improvement Plan

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

School Counselor Name:

Date of Improvement Plan Conference:

School Year:

Building:

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

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

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

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

Improvement Plan (continued)

Section 3: Specific Plan of Action

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

Actions to be Taken	Sources of Evidence that Will Be Examined

Section 4: Assistance and Professional Development

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

--

Date for this Improvement Plan to Be Evaluated:

School Counselor's Signature: _____ Date:

Evaluator's Signature: _____ Date:

Improvement Plan: Evaluation of Plan

School Counselor Name:

Date of Evaluation:

School Year:

Building:

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

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

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

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

School Counselor's Signature: _____

Date: _____

Evaluator's Signature: _____

Date: _____

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

Appendix H: Informal Observation: Open-Ended Form

School Counselor Name:

Activity Observed:

Date:

Evaluator Name:

Time Informal Observation Begins:

Time Informal Observation Ends:

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

TIMES	OBSERVATIONS

Evaluator Summary Comments:

--

Evaluator Signature _____

Photocopy to School Counselor

Appendix I: Pre and Post Observation Questions

Pre-Observation Planning and Post-Observation Resource Questions

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

Pre-Observation

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

Post-Observation

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

Appendix J: Post Conference Planning

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

- 1.
- 2.
- 3.

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

- 1.
- 2.
- 3.

Four Key Elements of the Post-Conference

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

Appendix K: Final Summative Rating of School Counselor Effectiveness

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

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

Check here if improvement plan has been recommended.

School Counselor Signature _____ Date _____

Evaluator Signature _____ Date _____

Appendix L: Operational Definitions for Determining Positive Student Outcomes Using Student Metrics

Positive student outcome – *A measurable, positive change in students' knowledge, skills or behavior.*

The school counselor will use student data to demonstrate a positive student outcome for the selected student group of participants.

Student metric – *Measures taken over time used for comparison or to track and assess performance or outcomes. Student metrics provide a framework to measure progress in achieving the comprehensive program goals. Student metrics refer to a variety of student measures a school counselor could utilize to measure the rate of change produced by a particular program, activity, lesson or intervention. Some student metrics are easily accessible, such as attendance rates, behavior referral data and rates of suspensions. Other student metrics may require disaggregation from existing data or the creation of a tool to measure the specific metric needed. Select student metrics that align with the student outcome being measured.*

Student(s) – *A cohort, subgroup or grade level of students selected for the evaluation of a positive student outcome.*

Domain – *A field or scope of knowledge, action, thought or influence.*

A comprehensive school counseling program is organized in three major domains: academic, college/career and social/emotional development. The academic domain encompasses student attitudes, knowledge and skills contributing to effective learning in school and across the lifespan. The career domain encompasses the acquisition of skills and strategies to successfully achieve future career goals and the knowledge to make informed career and college choices. The social/emotional domain encompasses the knowledge, attitudes and interpersonal skills to be safe, respected and successful in society.

Appendix M: Sample Measurement Tools for Metric(s) of Student Outcomes

The following table will assist school counselors and evaluators as they work in collaboration to determine metric(s) of student outcomes that most clearly reflect the work of the school counselor. This table provides potential focus areas and tools for measurement. Some of the tools listed may be used in more than one focus area. This list is not comprehensive and it is possible that other tools may be used as appropriate.

Domain	Source of Data
Academic progress and goals	State assessments, state report card, student grade reports, vendor assessments, matriculation rates, grade-point averages, awards, data from response to interventions, test scores, academic growth, percent completed work, attendance data (days present, tardy, truancy reports), completed credit recovery, partnerships and referrals, advanced placement enrollments.
College/Career options and resources	Needs assessments, college acceptance rates, college application processing, completed credit recovery, partnerships and referrals, advising with student success plans, career assessments, career center enrollment, advanced placement enrollments, SAT/ACT scores/data, scholarship awards, acceptance letters, college attendance rates.
Social/Emotional development and well-being	Structured observations, Positive Behavior Intervention Supports data, office referrals, suspensions, discipline data, observations, school climate survey, social skills instruments, extracurricular attendance, partnerships and referrals, attendance data (days present, tardy, truancy reports).

Appendix N: Optional Form to Demonstrate a Positive Student Outcome Using Student Metrics

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

Step One: Identify Domain Focus Area(s):

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

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

Step Two: Identify Desired Student Outcome(s)

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

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

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

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

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

Step Four: Relevant school counselor activities/interventions

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

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

Step Five: Monitoring

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

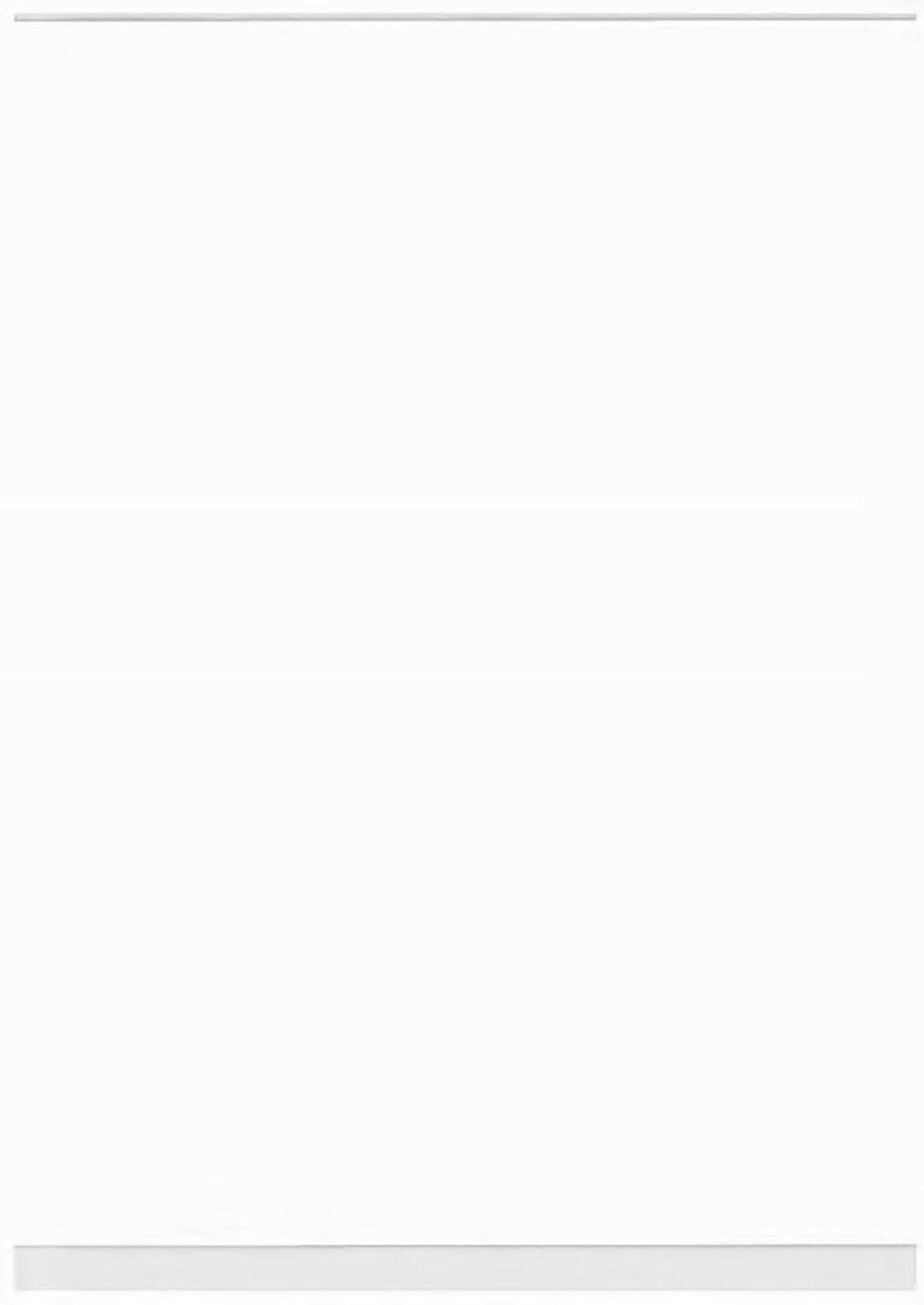
Example: The school counselor reviews data in November 2016 and February 2017 to note changes. Additionally, school counselor collects informal data from the peer mediation weekly sessions in November 2016 and February 2017, and he or she reviews the peer mediation logs for trends and patterns.

Step Six: Analyze Results and Report Results

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

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

APPENDIX N
MENTOR APPLICATION – JACCI



**Memorandum of Understanding (MOU) Between the
Field Local School District Board of Education (District)
And the Field Local Teachers' Association (Association)**

The District and the Association are currently parties to a negotiated agreement that expires June 30, 2025 ("Contract"). The purpose of this MOU is to document the intent of the District and the Association with respect to a successor contract upon expiration of current Contract, unless there is a change in law or District finances.

1. The parties intend to extend the Contract for two (2) additional years, through June 30, 2027, through two, one-year extensions. Upon Contract extension, the terms and conditions of employment governing the employees in the bargaining unit shall be the same as those set forth in the Contract, with the following exceptions:
 - a. There will be a 2.5% increase to base pay on the 2024-2025 salary schedule for contract year 2025-2026; and
 - b. There will be a 2.5% increase to base pay on the 2025-2026 salary schedule for contract year 2026-2027.
2. If there are any changes in state or federal law affecting the language of the Contract between ratification of this MOU and July 1, 2027, the parties agree to address those through an additional MOU.
3. The above contract extensions are contingent on District finances. If the financial circumstances of the District change and/or the financial forecast is not as anticipated (for example, if the state funding formula changes or a levy/renewal fails), then the district may not agree to the extensions and both parties will enter collective bargaining.
4. If the financial circumstances of the District do not change and the financial forecast is as anticipated, then the parties shall enter a two, one-year contract extensions on the terms and conditions set forth above.
5. This MOU shall become effective upon ratification by both parties and the contract extensions set forth herein may be implemented without further ratification by either party.

Approved:

FOR THE ASSOCIATION

By: 
Date: 6-30-22

FOR THE BOARD OF EDUCATION

By: 
Date: 6-13-22

APPENDIX P**INTERIM LIMITED CONTRACT FOR REGULAR TEACHING DUTIES**

Effective June 29 to be implemented July 1, 2025, salaries shall be as set forth below:

Field Salary Schedule At \$41,938.00 Base

YRS	BACH	BA+ 150 HRS	BA+ 15 HRS	BA+ 30 HRS	MAST	MA+ 15 HRS	MA+ 30 HRS	MA+ 45 HRS
0	\$41,938	\$44,446	\$45,889	\$47,495	\$49,160	\$50,804	\$52,582	\$54,388
1	\$44,446	\$45,847	\$47,356	\$49,059	\$50,804	\$52,506	\$54,368	\$56,230
2	\$45,847	\$47,293	\$48,875	\$50,678	\$52,606	\$54,264	\$56,218	\$58,218
3	\$47,293	\$48,778	\$50,439	\$52,355	\$54,284	\$56,084	\$58,130	\$60,206
4	\$48,778	\$50,317	\$52,049	\$54,079	\$56,084	\$57,958	\$60,106	\$62,257
5	\$50,317	\$51,898	\$53,718	\$55,870	\$57,958	\$59,900	\$62,152	\$64,387
6	\$51,898	\$53,538	\$55,438	\$57,711	\$59,900	\$61,909	\$64,262	\$66,585
7	\$53,538	\$55,220	\$57,212	\$59,611	\$61,909	\$63,981	\$66,447	\$68,854
8	\$55,220	\$56,984	\$59,045	\$81,582	\$63,981	\$66,128	\$68,703	\$71,194
9	\$56,984	\$58,755	\$60,932	\$83,616	\$66,128	\$68,342	\$71,039	\$73,622
10	\$58,755	\$60,609	\$62,882	\$85,708	\$68,342	\$70,632	\$73,459	\$76,122
11	\$60,609	\$62,517	\$64,891	\$87,877	\$70,632	\$72,997	\$75,958	\$78,713
12	\$62,517	\$64,488	\$66,946	\$70,125	\$72,997	\$75,438	\$78,537	\$81,385
13	\$64,488	\$66,514	\$69,110	\$72,431	\$75,438	\$77,971	\$81,209	\$84,157
14	\$66,514	\$68,615	\$71,324	\$74,830	\$77,971	\$80,580	\$83,968	\$87,017
Longevity								
17	\$67,248	\$69,454	\$72,268	\$75,878	\$79,334	\$82,048	\$85,541	\$88,695
20	\$67,981	\$70,292	\$73,211	\$76,927	\$80,697	\$83,516	\$87,114	\$90,372
23	\$68,715	\$71,131	\$74,155	\$77,976	\$82,060	\$84,983	\$88,686	\$92,050
26	\$69,449	\$71,970	\$75,098	\$79,024	\$83,423	\$86,451	\$90,259	\$93,727
29	\$70,183	\$72,809	\$76,042	\$80,072	\$84,786	\$87,919	\$91,832	\$95,405
32	\$70,917	\$73,647	\$76,986	\$81,121	\$86,149	\$89,387	\$93,404	\$97,082

Effective June 29 to be implemented July 1, 2026, salaries shall be as set forth below:

Field Salary Schedule At \$42,986.00 Base

YRS	BACH	BA+ 150 HRS	BA+ 15 HRS	BA+ 30 HRS	MAST	MA+ 15 HRS	MA+ 30 HRS	MA+ 45 HRS
0	\$42,986	\$45,557	\$47,035	\$48,682	\$50,388	\$52,073	\$53,896	\$55,727
1	\$45,557	\$48,992	\$48,540	\$50,285	\$52,073	\$53,818	\$55,727	\$57,636
2	\$46,992	\$48,475	\$50,096	\$51,944	\$63,818	\$55,620	\$57,623	\$59,673
3	\$48,475	\$49,997	\$51,699	\$53,684	\$55,620	\$57,485	\$59,583	\$61,711
4	\$49,997	\$51,575	\$53,350	\$55,430	\$57,485	\$59,407	\$61,608	\$63,813
5	\$51,575	\$53,195	\$55,061	\$57,268	\$59,407	\$61,397	\$63,705	\$65,996
6	\$53,195	\$54,876	\$56,823	\$59,163	\$61,397	\$63,456	\$65,867	\$68,249
7	\$54,876	\$56,600	\$58,642	\$61,100	\$63,456	\$65,579	\$68,107	\$70,574
8	\$56,600	\$58,388	\$60,520	\$63,121	\$65,579	\$67,780	\$70,420	\$72,973
9	\$58,388	\$60,223	\$62,454	\$65,205	\$67,780	\$70,050	\$72,814	\$75,462
10	\$60,223	\$62,123	\$64,453	\$67,350	\$70,050	\$72,397	\$75,294	\$78,024
11	\$62,123	\$64,079	\$66,512	\$69,573	\$72,397	\$74,821	\$77,856	\$80,680
12	\$64,079	\$66,100	\$68,619	\$71,877	\$74,821	\$77,323	\$80,500	\$83,419
13	\$66,100	\$68,176	\$70,837	\$74,241	\$77,323	\$79,920	\$83,238	\$86,260
14	\$68,176	\$70,329	\$73,106	\$76,700	\$79,920	\$82,593	\$86,067	\$89,192
Longevity								
17	\$68,928	\$71,189	\$74,073	\$77,775	\$81,317	\$84,098	\$87,679	\$90,911
20	\$69,680	\$72,049	\$75,041	\$78,849	\$82,714	\$85,602	\$89,291	\$92,631
23	\$70,433	\$72,909	\$76,008	\$79,924	\$84,111	\$87,107	\$90,902	\$94,350
26	\$71,185	\$73,768	\$76,975	\$80,999	\$85,508	\$88,611	\$92,514	\$96,069
29	\$71,937	\$74,628	\$77,942	\$82,073	\$86,905	\$90,116	\$94,126	\$97,789
32	\$72,689	\$75,488	\$78,909	\$83,148	\$88,302	\$91,620	\$95,738	\$99,508

TREASURERS CERTIFICATE OF AVAILABLE RESOURCES

FIELD LOCAL BOARD OF EDUCATION

CERTIFICATE OF AVAILABLE RESOURCES

(Fiscal Year 20__-20__)

(Section 5705.412, et at Ohio Revised Code)

It is hereby certified that the Field Local School District Board of Education has sufficient funds to meet the obligation, payment or expenditure for the above and has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the District at the time of the certification, are sufficient to provide operating revenues necessary to enable the District to maintain all personnel, programs, and services essential to the provision of an adequate educational program on all the days set forth in the adopted school calendars for the current fiscal year and for the number of days in the succeeding fiscal year equal to the number of days of instruction was held or is scheduled for the current fiscal year. If the expenditure certified above is for a contract or agreement, this certification is for the term of the contract or for the current fiscal year plus the two immediately succeeding fiscal years, whichever period is greater.

Dated: _____

_____ - Treasurer

_____ - Superintendent

_____ - President of Board

TREASURERS CERTIFICATE OF AVAILABLE RESOURCES

FIELD LOCAL BOARD OF EDUCATION

CERTIFICATE OF AVAILABLE RESOURCES

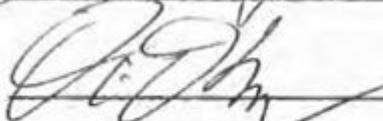
(Fiscal Year 20__-20__)

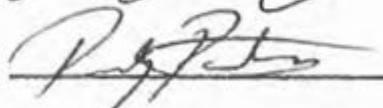
(Section 5705.412, et al Ohio Revised Code)

It is hereby certified that the Field Local School District Board of Education has sufficient funds to meet the obligation, payment or expenditure for the above and has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the District at the time of the certification, are sufficient to provide operating revenues necessary to enable the District to maintain all personnel, programs, and services essential to the provision of an adequate educational program on all the days set forth in the adopted school calendars for the current fiscal year and for the number of days in the succeeding fiscal year equal to the number of days of instruction was held or is scheduled for the current fiscal year. If the expenditure certified above is for a contract or agreement, this certification is for the term of the contract or for the current fiscal year plus the two immediately succeeding fiscal years, whichever period is greater.

Dated: _____

 _____ - Treasurer

 _____ - Superintendent

 _____ - President of Board

