



06/05/2024
1570-01
23-MED-10-1033
44321

NEGOTIATED AGREEMENT

between the

**CLOVERLEAF LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

and the

CLOVERLEAF EDUCATION ASSOCIATION

July 1, 2024 through June 30, 2027

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
	PREAMBLE	1-2
I	RECOGNITION	2-3
	1.01 Bargaining Unit.....	2-3
II	GENERAL PROVISIONS	3-4
	2.01 Non-Discrimination	3
	2.02 Superintendent/Designee	3
	2.03 Severability	3
	2.04 Copies of Agreement	3
	2.05 Use of School Mailboxes	4
	2.06 Retroactive	4
	2.07 Days Defined	4
	2.08 Association/Principal Advisory Committees	4
III	NEGOTIATION PROCEDURE	4-7
	3.01 Purpose of Procedure	4
	3.02 Negotiation Meetings.....	5
	3.03 Representation.....	5
	3.04 Information	6
	3.05 News Release	6
	3.06 Final Agreement.....	6
	3.07 Disagreement	6
	3.08 Exclusivity of Procedure.....	6-7
IV	GRIEVANCE PROCEDURE.....	7-10
	4.01 Definitions.....	7
	4.02 Time Limits.....	7
	4.03 Communication.....	7
	4.04 Rights of the Grievant and the Association	7-8
	4.05 Structure of Hearing.....	8
	4.06 No Reprisal	8
	4.07 Processing the Grievance	9-10

<u>Article</u>		<u>Page</u>
V	CONTRACTS.....	10-15
	5.01 Teaching Contracts	10-12
	5.02 Nonrenewal of Limited Teaching Contracts.....	12
	5.03 Contents of Teaching Contract	12-13
	5.04 Notification of Duties and Building Assignment.....	13
	5.05 Termination of Teaching Contracts	13
	5.06 Supplemental Limited Teaching Contract	13-15
	5.07 Board-Association Agreement Incorporated in Teaching Contract.....	15
VI	WORK HOURS AND WORK LOAD.....	15-21
	6.01 Work Year.....	15-16
	6.02 School Calendar	16
	6.03 Workday.....	16-19
	6.04 Administrators and Student Day	19
	6.05 Flex Time Schedule	20
	6.06 Special Education and IEPs	20-21
	6.07 Co-Teaching Opportunities.....	21
VII	WORKING CONDITIONS.....	21-26
	7.01 Meetings Called by Administrators	21
	7.02 PLC and TBT Meetings	21-22
	7.03 Class Size.....	22-23
	7.04 Instructional Materials and Supplies.....	23
	7.05 Medical Tests	23
	7.06 Teacher Facilities	23-24
	7.07 Access and ID Tags	24
	7.08 Preparation of Electronic Reports	24
	7.09 Traveling Teachers.....	25
	7.10 Staff Handbook and Board Policy	25-26
VIII	COMPENSATION	26-33
	8.01 Salary Schedules	26
	8.02 Placement on the Salary Schedule	26-27
	8.03 Advance on the Salary Schedule.....	27
	8.04 Tutor Pay.....	27
	8.05 Extra-Curricular Activities.....	28
	8.06 Motor Vehicle Allowance.....	28
	8.07 Severance Pay	28-30

<u>Article</u>		<u>Page</u>
	8.08 State Teachers Retirement System (STRS) Pickup	30
	8.09 Early Resignation Pay	30-31
	8.10 Substituting During Planning Period	31
	8.11 BCI/FBI Check	31
	8.12 Attendance Incentive Compensation	32
	8.13 Non-Contracted Professional Development Compensation	32
	8.14 Extended Leave Substitute.....	32-33
	8.15 Nurses on School Trips	33
IX	INSURANCE PROVISIONS	34-38
	9.01 General Provisions	34
	9.02 Cash in Lieu of Insurance Benefits.....	34
	9.03 Coverage Overview	34
	9.04 Medical	34-36
	9.05 Life Insurance	36
	9.06 Dental Insurance	36-37
	9.07 Section 125 Tax Shelter	37
	9.08 Section 125 Plan	37
	9.09 Insurance for Laid Off Employees.....	37
	9.10 Premium Holidays	37
	9.11 Spousal Coverage.....	37-38
X	PROGRESSIVE DISCIPLINE	38-39
	10.01 Disciplinary Proceedings	38
	10.02 Standards for Discipline.....	38
	10.03 Progressive Discipline	38-39
XI	EVALUATION.....	39-45
	11.01 Evaluation Procedure Defined	39
	11.02 Purpose.....	39
	11.03 Conferences.....	40
	11.04 Criteria for Performance Assessment	40
	11.05 Definition of “Credentialed Evaluator”	40
	11.06 Assessment of Performance.....	40-41
	11.07 Walkthroughs (OTES and OSCES).....	41
	11.08 Procedures for Evaluations (OTES and OSCES)	41-42
	11.09 Formal Observations (OTES and OSCES).....	42-43
	11.10 Finalization of Evaluation (OTES and OSCES).....	43
	11.11 Professional Growth Plan (OTES and OSCES).....	43
	11.12 Improvement Plans (OTES and OSCES)	44
	11.13 High Quality Student Verification Form (OTES).....	44

<u>Article</u>	<u>Page</u>
11.14 Due Process.....	44
11.15 Electronic Reporting (OTES/OSCES).....	44
11.16 Evaluations of Non-OTES/OSCES Employees.....	45
XII LEAVE PROVISIONS	45-54
12.01 Sick Leave.....	45-47
12.02 Donation of Sick Leave	47
12.03 Bereavement Leave.....	47
12.04 Parental Leave.....	48-49
12.05 Reduction in Force.....	49
12.06 Adoption Leave.....	49
12.07 Family and Medical Leave Act.....	49
12.08 Personal Leave.....	49-50
12.09 Assault Leave.....	50-51
12.10 Professional Leave.....	51
12.11 Sabbatical Leave for Professional Growth	51-52
12.12 Compulsory Leave	52
12.13 Jury Leave.....	52-53
12.14 Military Leave.....	53
12.15 Unpaid Short-Term Leave	53
12.16 – Unpaid Long-Term Leave.....	53
12.17 Conversion Leave	53-54
XIII PAYROLL PRACTICES	54-58
13.01 Method of Payment/Pay Plan Option	54
13.02 Payment Schedule in the Event of Termination of Services.....	54
13.03 Payroll Deductions.....	55-58
13.04 Corrections to Salary Discrepancies	58
XIV ASSOCIATION RIGHTS	58-61
14.01 Use of Buildings	58-59
14.02 Availability of Information.....	59
14.03 Teacher Professional Organization Stipend.....	60
14.04 No Reprisal	60
14.05 Association Leave.....	60
14.06 Labor-Management Committee.....	60-61

<u>Article</u>		<u>Page</u>
XV	REDUCTION IN FORCE	61-66
	15.01 Reduction	61
	15.02 Method of Reduction	62-65
	15.03 Reduction in Force Lists	65
	15.04 Recall	65-66
	15.05 Restoration of Benefits	66
	15.06 Precedence Clause	66
XVI	INDIVIDUAL RIGHTS	67-70
	16.01 Access to Personnel File	67
	16.02 Complaints by Parents and/or Employees	67-68
	16.03 Discrimination Based Upon Union Activity	68
	16.04 Admission to Extra-Curricular Activities	68
	16.05 Availability of Board Policies	68-69
	16.06 Job Sharing.....	69-70
XVII	VACANCIES AND TRANSFERS	70-73
	17.01 Vacancies	70-71
	17.02 Voluntary Transfers	71-72
	17.03 Involuntary Transfer	72
	17.04 Procedure	73
	17.05 Definition	73
	17.06 Philosophy.....	73
	17.07 Opening and Closing of Buildings and Transfer of Staff	73
XVIII	LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC).....	73-75
	18.01 Introduction.....	73
	18.02 Compensation	74
	18.03 Facilities.....	74
	18.04 Members	74
	18.05 Meetings.....	74
	18.06 Not Evaluative	74
	18.07 Voting	74
	18.08 Teachers with Permanent Certificates	74
	18.09 Appeals Procedure	74-75
	18.10 Negotiated Agreement	75

<u>Article</u>		<u>Page</u>
XIX	RESIDENT EDUCATOR PROGRAM.....	75-77
	19.01 Purpose.....	75
	19.02 The Program.....	75
	19.03 Responsibilities of “New to District” Mentor Teacher for a Teacher New to the District	75-76
	19.04 Restrictions	76
	19.05 Protections.....	76
	19.06 Compensation	76-77
XX	JOB DESCRIPTIONS	77-81
	20.01 Department Heads.....	77-78
	20.02 Team Leaders Middle School	78
	20.03 Elementary Team Leaders	79
	20.04 Department Coordinators.....	79-80
	20.05 Job Description Changes.....	80
	20-06 Elementary Special Team Leader	80-81
XXI	EMPLOYMENT OF RETIREES AS TEACHERS	81
XXII	CALAMITY DAYS.....	82-83
XXIII	DURATION AND RATIFICATION	83
	23.01 Duration	83
	23.02 Certificate of Ratification	83
<u>Appendices</u>		
A-1	Teacher Index.....	84
A-2	Teacher Salary Schedule – 2024-2025	85
A-3	Teacher Salary Schedule – 2025-2026	86
A-4	Teacher Salary Schedule – 2026-2027	87
A-5	Nurse Index	88
A-6	Nurse Salary Schedule – 2024-25.....	89
A-7	Nurse Salary Schedule – 2025-26.....	90

<u>Appendices – cont’d</u>	<u>Page</u>
A-8	Nurse Salary Schedule – 2026-27.....91
A-9	LPN Index.....92
A-10	LPN Salary Schedule – 2024-25.....93
A-11	LPN Salary Schedule – 2025-26.....94
A-12	LPN Salary Schedule – 2026 2795
B	Supplemental Salary Schedule..... 96-99
C-1	Grievance Procedure Form100
C-2	Grievance Decisions Form.....101
D	Assault Leave Form102
E-1	Cloverleaf Evaluation Form..... 103-105
E-2	Teacher Performance Evaluation Rubric 106-114
E-3	High Quality Student Data Verification Form.....115
E-4	School Nurse Evaluation Performance Rubric 116-125
E-5	Speech Language Pathologist Evaluation Performance Rubric..... 126-130
F-1	School Counselor Evaluation Rubric..... 131-137
F-2	School Psychologist Evaluation Rubric..... 137-143
G	Certificate of Absence..... 144-145
H	Continuing Contract Application Form146
	2020 CONSENSUS STATEMENT (Fair Share Fee)147

PREAMBLE

A. This Collective Bargaining Agreement (hereinafter referred to as the “Agreement”) is made and entered into by and between the Cloverleaf Local School District Board of Education (hereinafter referred to as the “Board”) and the Cloverleaf Education Association (CEA), Ohio Education Association (OEA), and National Education Association (NEA) (hereinafter referred to as the “Association”) and sets forth agreements that have been reached by and between the parties and constitutes a binding, contractual agreement between the parties.

B. **Entire Agreement**

Any and all past agreements between the parties are to be considered null and void upon the execution of this Agreement.

C. **Management Rights Clause**

Unless the Board agrees otherwise in this Agreement, the Board retains all managerial rights and responsibilities vested in it by the law including the right to:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies 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, process, means or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote or discharge for just cause, or layoff, 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; and to
9. Take actions to carry out the mission of the public employer as a governmental unit.

- D. The exercise of the foregoing rights and responsibilities, policies, rules and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement.

ARTICLE I – RECOGNITION

1.01 Bargaining Unit

- A. The Board recognizes the Association as the sole and exclusive representative of the bargaining unit consisting of all regularly employed full-time and part-time classroom teachers, intervention specialists, counselors, media specialists, psychologists, speech and hearing therapists, Title One teachers, tutors, school nurses (RN and LPN), Dean of students, special education coaches, literacy specialists, pre-school specialists, transition coordinators, and District instructional technology specialists, exclusive of the Superintendent, Assistant Superintendents, Directors, Principals, Assistant Principals, Supervisors, members of the Administrative Staff, and all other managerial, professional and confidential personnel as defined in O.R.C. §4117.01. All challenges to recognition of the Association shall be resolved in accordance with O.R.C. Chapter 4117.
- B. Long Term Substitutes
1. A long-term substitute, for the purpose of this Agreement, shall be a substitute employed to replace a bargaining unit member who has been granted leave pursuant to this Agreement and who has worked in the same position for more than sixty (60) consecutive school days and shall become a member of the bargaining unit on the sixty-first (61st) day. Any teacher who has worked as a long-term substitute and who is re-employed by the Board shall have all contractual rights.
 2. Persons employed as long-term substitutes shall be granted contracts for the length of service as needed and as determined by the Board.
 3. Long-term substitutes shall have no expectation of continued employment beyond the length of service at the time of their employment and said long-term substitute contracts shall automatically expire at the conclusion of the Agreement without further action by the Board, including the nonrenewal of their contract.
 4. The provisions of this Agreement regarding evaluation and renewal of teacher contracts shall not apply to long-term substitutes except as may be required by law.

5. Long-term substitutes shall have no displacement or recall rights under the reduction in force procedure in this Agreement and shall be excluded from same.
6. The Board will perform one (1) observation and one (1) evaluation each year for long-term substitutes.

Long-term substitutes employed as a leave of absence replacement for a full school year will be treated as a bargaining unit member for all purposes of this Agreement.

ARTICLE II – GENERAL PROVISIONS

2.01 Non-Discrimination

The Board and the Association agree that there will be no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of a bargaining unit member or in the application or administration of this Agreement or any other rule, regulation, or policy relating to the terms and conditions of employment on the basis of race, creed, color, religion, national origin, sex, domicile, union activity or marital status.

2.02 Superintendent/Designee

Unless otherwise indicated, the term "Superintendent" when used in this Agreement is understood to mean the Superintendent or his/her designated representative.

2.03 Severability

If any provision of this Agreement or any application of a provision of this Agreement to a bargaining unit member is determined by an authoritative outside agency, including state or federal court or a state or federal agency to conflict with any federal or state law, regulation, ruling or order whether now effective or hereinafter enacted or issued, such provision or application shall be inoperative, but remaining provisions hereof shall continue in full force and effect. Upon the request of either the Association or the Board within ten (10) calendar days after knowledge of such determination, the parties will meet for the purpose of negotiating only the provision(s) so affected by that determination.

2.04 Copies of Agreement

All bargaining unit members shall receive a hard copy of the Agreement within thirty (30) days after execution of the agreement.

2.05 Use of School Mailboxes

The Association will have the right to place an Association identification on the mailboxes of all members of the Association and to place notices, circulars and other material in the mailboxes of all bargaining unit members. Such Association identification shall be no larger than $\frac{3}{4}$ " x $\frac{3}{4}$ ".

2.06 Retroactive

In the event the Association and the Board are unable to ratify a negotiated agreement, when said agreement is ratified, changes shall be retroactive from June 30th.

2.07 Days Defined

Unless otherwise noted, "days" shall mean teacher work days.

2.08 Association/Principal Advisory Committees

- A. The Association will select three (3) members to an Association/Principal Advisory Committee that is comprised of these three (3) people plus the principal. The Association/Principal Advisory Committee will meet no less than once per month during the regular school year (September–May), unless mutually agreed otherwise, to review and discuss matters of building concern. These meetings will be conducted at mutually agreeable times and locations.
- B. In the event a person who was selected by the Association leaves the committee, the resulting vacancy shall be filled by the Association.

ARTICLE III – NEGOTIATION PROCEDURE

3.01 Purpose of Procedure

The Board and Association hereby agree to establish under mutually agreeable terms, a schedule of meetings wherein representatives of the two parties may negotiate in a good-faith effort to reach agreement on items of negotiations raised by either party on matters pertaining to wages, hours, terms, and other conditions of employment and the continuation, modification or deletion of the provisions of the then existing collective bargaining agreement. Such negotiations schedule shall begin no later than ninety (90) calendar days before expiration of this Agreement unless the parties agree otherwise.

3.02 Negotiation Meetings

A. Frequency of Meetings

1. In order to expedite the negotiations process, the Board and the Association may conduct negotiations during the workday for the first two (2) days of bargaining. The Board shall release all members of the Association's negotiations team from their workday responsibilities and will pay for the cost of their substitutes for the first two (2) days of bargaining.
2. The parties shall exchange written proposals regarding those items they wish to negotiate. Thereafter, no new items shall be submitted for bargaining unless by mutual agreement of the parties.

B. Closed Meetings

Negotiation meetings shall be closed to the press and the public.

C. Caucuses During Meetings

Either party may recess for caucuses of reasonable length at any time.

D. Postponement of Meetings

Where unforeseen circumstances make it impossible for the chief negotiator of either party to be in attendance, or cause him/her to be late, it shall be the duty of that party to notify the other as promptly as possible and the parties shall thereupon agree to the time for the next negotiating session.

3.03 Representation

Representation at negotiation meetings shall be limited to seven (7) representatives of the Board which includes the Board Representative, and seven (7) representatives of the Association which includes the OEA/NEA Labor Relations Consultant. All negotiations shall be conducted exclusively between said teams, except that the Board and the Association may have in attendance consultants and/or advisors which shall be one of the seven (7) representatives, unless the parties mutually agree otherwise. The Board and the Association mutually pledge that the representatives selected by each shall have all the necessary power and authority to present relevant data, exchange points of view, make proposals and counter-proposals, to initial tentative agreements, and to effectively recommend acceptance of an agreement by the parties.

3.04 Information

Each party shall furnish the other, upon reasonable request, all available information pertinent to the issue under negotiation and not privileged by law.

3.05 News Release

Either party may issue news releases once a mediator is requested by the parties.

3.06 Final Agreement

Final agreement reached through negotiations shall be reduced to writing and submitted to the Association's members for approval. Upon approval by the members of the Association, the final agreement shall be submitted to the Board for approval. If approved by both parties, the final agreement shall then be signed on behalf of both parties and shall be adopted in resolution form as the policy of the Board.

3.07 Disagreement

A. Request for Mediation

If agreement is not reached within forty-five (45) calendar days after the commencement of negotiations, either party may request the services of a mediator from the Federal Mediation and Conciliation Service.

B. Mediation

1. Mediation conducted under the auspices of the Federal Mediation and Conciliation Service shall continue until a settlement is reached or the expiration of this Agreement, whichever is sooner, and if the parties mutually agree, may continue thereafter. Mediation shall be on all issues on which tentative agreement has not been reached by the parties.
2. The mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties. All costs incurred for such services shall be shared equally by the Board and the Association.

3.08 Exclusivity of Procedure

The negotiations procedure set forth in this Article supersedes and takes precedence over any inconsistent time limits or procedure set forth in O.R.C. §4117.14. Mediation, as set forth in Section 3.07 of this Article, constitutes the parties' mutually agreed upon, exclusive dispute settlement procedure and shall operate in lieu of any and all of the settlement procedures set forth in O.R.C. §4117.14. In the event mediation does not result in an agreement by the expiration date of this Agreement (or such subsequent date

as the parties may mutually agree upon), Section §4117.14(D)(2) of the O.R.C. will apply.

ARTICLE IV – GRIEVANCE PROCEDURE

4.01 Definitions

- A. A “grievance” is an alleged misinterpretation, misapplication or violation of a provision of this Agreement.
- B. “Grievant” means the person or group of persons filing the grievance, or the Association.
- C. The term “days” when used in this article, shall mean teacher work days except for summer vacation when weekdays excluding holidays apply.

4.02 Time Limits

Each grievance shall be processed rapidly. The number of days indicated at a step of the procedure shall be maximums, unless extended by mutual consent. If the grievant fails to meet the maximums at any step of the procedure, the grievance shall be considered waived.

4.03 Communication

Except at the informal level, each communication concerning a grievance shall be in writing, hand delivered, or by electronic mail.

4.04 Rights of the Grievant and the Association

- A. The grievant, at his/her sole discretion may represent himself/herself at any and all levels of the grievance procedure. It shall further be the grievant's right to be accompanied by a representative of the Association of his/her own choosing at all levels.
- B. A certified/licensed staff member may not be represented by any teacher organization other than the Association in any grievance or concern initiated pursuant to the provisions of this Agreement.
- C. Nothing contained herein shall negate the right of any bargaining unit member to present and process a grievance without the assistance of the Association. Any remedy provided such a grievance shall not be inconsistent with the terms of this Agreement.

- D. The Association shall be notified when a grievance has been formally submitted and shall be entitled to be present at all formal grievance levels and to present its views.
- E. When it is necessary at all Levels of the grievance process for a representative, or representatives, designated by the Association to attend a meeting or a hearing called by the Superintendent during the school day, the Superintendent's Office shall so notify the principal of such Association representatives, and they shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.
- F. All proceedings and preliminary decisions shall remain confidential until a final disposition of the grievance is made.
- G. Class Action Grievance

A grievance that affects any bargaining unit member may be filed by the Association on behalf of all affected bargaining unit members. A grievance filed on behalf of more than one (1) bargaining unit member shall be filed at Level II of this procedure within twenty-five (25) days after the act or condition(s) giving rise to the grievance is known.

4.05 Structure of Hearing

- A. A hearing held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. A hearing for Levels I, II, or III shall not be conducted during the workday of the bargaining unit member as defined in Article 6.03 of this Agreement unless approved by the Superintendent.
- B. A hearing held at Levels II, III or IV will be structured so that due process under the circumstances is accorded the parties. The hearing shall have provisions for: initial presentation of the grievant's case, presentation of the administration's case, cross-examination and/or questioning, and final summaries, with either party having the right, at his/her own option, to waive any or all of the foregoing.

4.06 No Reprisal

The fact that a bargaining unit member files a grievance shall not be recorded in his/her personnel file; used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for reemployment or recommendation for other employment. Nor shall the grievant, the Association or its officers or employees, or any member of the Board or employee of the Board be placed in jeopardy or be the subject of reprisal or discrimination for having followed or participated in this grievance procedure.

4.07 Processing the Grievance

A. Level One-Informal Discussion

A grievant shall discuss the grievance with the party at the lowest level who has authority to resolve the grievance. This is usually the building principal or other immediate supervisor, when applicable, unless the Superintendent or Board is the only party with authority.

B. Level Two-Principal/Immediate Supervisor

1. If the grievance is not resolved informally or if no disposition has occurred within twenty-five (25) days from the matter giving rise to the grievance, the grievant shall file the grievance in writing on the form in Appendix C with the Principal or Immediate Supervisor. The grievance shall be signed by the grievant, contain a concise statement of complaint, the facts upon which it is based, the specific provisions of the Agreement alleged to have been violated, and the relief sought.
2. Within ten (10) days after receipt of the grievance, the Principal or Immediate Supervisor shall render his/her written disposition to the grievance. Such disposition shall be sent to the grievant and the Association. The Principal/immediate supervisor shall have a right to schedule a Level Two meeting at his/her discretion.

C. Level Three-Superintendent

1. If the grievant is not satisfied with the disposition of the grievance at Level Two (or if no disposition has been made within the time limit set forth in Level Two), the grievant may, within five (5) days receipt of the Level Two disposition, (or when the time limit set forth in Level Two expired), file the grievance in writing with the Superintendent.
2. The Superintendent shall meet with the grievant(s) and his/her representative(s) and give his/her written disposition of the grievance within ten (10) days of the filing.

D. Level Four-Arbitration

1. The Association only shall have the right to appeal any grievance, as defined in Article 4.01(A) to arbitration. In the event it is claimed by the Superintendent or Board of Education that a concern filed as a grievance is not a grievance as defined in Article 4.01(A), then such issue may be appealed to arbitration, with the arbitrator having the authority to rule on the arbitrability issue prior to hearing any evidence or issue any ruling on the merits of the grievance.

2. The Association shall notify the American Arbitration Association (AAA), in writing, within fifteen (15) work days after receipt of the written disposition from Level Three, of its intent to appeal the grievance to arbitration. The Association will request the American Arbitration Association (AAA) to provide the parties with a list of nine (9) arbitrators from which the parties can select an arbitrator using the alternate strike procedure. Either party shall have the right to request a second list of arbitrators.
3. The Board and the Association shall equally share the fees and expenses of the arbitrator and any expenses incidental to the arbitrator and any expenses incidental to the arbitration proceeding. However, each party shall be responsible for the fees and expenses of its own representative(s).
4. The decision of the arbitrator shall be final and binding upon the Board, the Association, and the grievant.
5. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor have the power to change any practice or policy of the Board except those adopted subsequent to, and alleged to be in violation of this Agreement. The arbitrator shall not imply obligations and conditions binding upon the Board which are contrary to the reserved rights of the Board as set forth in this Agreement or state and federal laws.

ARTICLE V – CONTRACTS

5.01 Teaching Contracts

The Board shall enter into a written contract for the employment and reemployment of each bargaining unit member. Such contract shall be issued in compliance with the applicable provisions of the O.R.C. and this Agreement.

A. Limited Teaching Contract

1. Issuance

A Limited Contract shall be issued to a bargaining unit member in accordance with O.R.C. §§3319.08, 3319.09 and 3319.11.

2. Length

- a. In year one (1) through three (3) the bargaining unit member shall be issued a one (1) year contract.

- b. At the end of the third (3rd) year the bargaining unit member will be eligible for a three (3) year contract.

B. Continuing Teaching Contract

1. A continuing teaching contract shall be issued to an eligible bargaining unit member, pursuant to Sections 3319.08, 3319.09 and 3319.11 of the Ohio Revised Code.
2. To be considered for a continuing contract effective with the succeeding school year, a bargaining unit member must satisfy the following requirements:
 - a. A member may apply for a continuing contract at anytime once the member believes he/she is eligible. The member must submit the tenure application form (Appendix H) to the Superintendent by October 1 specifying that the member wishes to be considered for, and expects to qualify legally for, continuing contract status effective with the succeeding school year. If the member is in the middle of a multi-year contract at the time he/she applies for a continuing contract, the Board and the Superintendent have the discretion of granting a continuing contract in the year the teacher applies, or deferring the continuing contract consideration to the last year of the multi-year contract.
 - b. If continuing contract status has not been attained previously in an Ohio public school district, the member must have taught for three (3) or more school years (minimum of half-time capacity each year) in the District during the last five (5) school years.
 - c. If continuing contract status has been attained previously in an Ohio public school district, the member must have served in the District for at least two (2) school years.
 - d. The member must be qualified as described in O.R.C. §3319.08(D) and satisfactory evidence of such must be filed with the Superintendent prior to Board action on the continuing contract.
3. If all the above requirements applicable to an individual member are not satisfied by March 1, the member will not be considered for a continuing contract to be effective with the succeeding school year.
4. A continuing contract will be granted to a bargaining unit member, effective with the succeeding school year, if all the above requirements are

satisfied by March 1, and if a continuing contract is recommended by the Superintendent and approved by the Board.

5. In the event the Superintendent believes an extended limited teaching contract [not to exceed two (2) years] is warranted for a bargaining unit member who is otherwise eligible for a continuing contract, the member will receive written notice at least five (5) days prior to any Board action along with reasons directed at professional improvement. The Board must act on an extended limited contract, and the reasons directed at professional improvement must be given to the member on or before May 15th. Upon subsequent reemployment of the member after the expiration of the extended limited contract, only a continuing contract may be entered into. If the Board does not give the member written notice of its affirmative action on the extended limited contract on or before May 15th, the member is deemed reemployed under a continuing contract at the same salary plus any increment provided by the salary schedule. The member is presumed to have accepted employment under the continuing contract unless the member notified the Board in writing to the contrary on or before June 15th, and a continuing contract shall be executed accordingly.
6. If the District intends to implement a general reduction in force under Article XV of the Agreement effective with the start of the succeeding school year, the District will act on all bargaining unit members eligible for continuing contracts as of March 1 and who have satisfied the above requirements for continuing contract eligibility prior to acting to suspend the contracts of those members being laid off. This provision does not apply if the reduction in force is due to the return to duty of a bargaining unit member from a leave of absence.

5.02 Nonrenewal of Limited Teaching Contracts

- A. The nonrenewal procedure for limited teaching contracts shall be in accordance with O.R.C. §3319.11.
- B. Under this statutory procedure, Board action to nonrenew and written notice of nonrenewal must occur on or before June 1st of the year the limited contract expires.
- C. Members who wish to appeal the nonrenewal decision may do so under the statutory appeal procedure in O.R.C. §3319.11.

5.03 Contents of Teaching Contract

- A. Pursuant to O.R.C. in the final year of a limited contract, a contract will be issued to each bargaining unit member. The contract shall contain the following:

1. The number of workdays in the school year along with the date of the first workday of said school year;
 2. The annual salary and per diem pay of the bargaining unit member;
 3. Step on the salary schedule;
 4. Years of service in the District; and
 5. Blocks of credit earned (BA, BA+15, etc.).
- B. The parties agree that an annual salary notice pursuant to O.R.C. §3319.12 shall not be required of the Board until August 1st. The salary notice may be issued electronically.

5.04 Notification of Duties and Building Assignment

Notification will be given in writing if building assignment or grade level (pre-K through 12) changes.

The Board Office shall notify all certificated staff by one week before the first teacher day of:

- A. The definition of the regular duties (grade level and/or subject area assignment) of the bargaining unit member; and
- B. The building assignment(s)/home school of the bargaining unit member. It is understood that these duties and assignments may be changed as provided for in Article VI and Article VII of the Agreement.

5.05 Termination of Teaching Contract

Termination of a limited or continuing teaching contract during its term shall be made only with just cause and in a manner consistent with O.R.C. Section 3319.16. A teacher will not have the right to grieve the termination of a limited or continuing teaching contract under Article III. Instead, the hearing and appeals process will be pursuant to O.R.C. Section 3319.16 and 3319.161.

5.06 Supplemental Limited Teaching Contract

- A. In accordance with O.R.C. §§3319.08, 3319.09 and 3319.11, a supplemental limited teaching contract will be issued to a bargaining unit member who is hired to perform a supplementary duty outside the normal workday established in Article VI. Such contract will be issued prior to the performance of such duty. Compensation for such supplemental duty shall be in accordance with Appendix B of this Agreement.

- B. All supplemental contracts shall be offered in accordance with O.R.C. 3313.53.
- C. In the event that existing supplemental contract positions are substantially altered or new supplemental contract positions are created, the Superintendent or designee will forward to the Association President a job description for the new or altered 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 recommended by the Superintendent. The Superintendent's recommendation, along with any comments or recommendation from the Association President, will be submitted to the Board of Education, which shall make the final decision regarding compensation for the new or substantially altered position. Should the Association not agree with the Board's salary decision, the Association may raise the issue in the next round of negotiations.
- D. Building administrators will make every effort to ensure an equitable distribution of supervisory duties within their buildings. This will include taking into consideration the schedules of bargaining unit members assigned to a particular building who hold supplemental contracts for the performance of duties in another District facility. In such instances, the principal will endeavor to assign the bargaining unit member/supplemental contract holder supervisory duties in the mornings or at such other times as will enable the bargaining unit member/supplemental contract holder to fulfill his/her supplemental contract duties.
- E. Bargaining unit members who hold District supplemental contracts shall attend after school or evening meetings unless released from this obligation by the building principal. The bargaining unit member's building principal has the authority to release head and assistant coaches from after school or evening meetings to attend practices.
- F. At the end of each period of service specified in a Supplemental Contract, said contract shall be nonrenewed automatically without any action by the Board or notice from the Treasurer.
- G. Bargaining unit members who assume a supplemental contract after the start of the normal service period under such contract shall be paid a proportionate amount of the supplemental pay scale for that service.
- H. Bargaining unit members agree to receive training associated with specialized medical attention required by students participating in an activity covered by their supplemental contract at Board expense.

- I. Once a coach/advisor has been hired and completed the supplemental contract, the Board agrees to reimburse for the cost of renewing any required certification for the position.

5.07 Board-Association Agreement Incorporated in Teaching Contract

All provisions of this Agreement entered into by and between the Board and the Association are hereby expressly incorporated into the individual contract of each bargaining unit member. Any changes in this Agreement will become a part of the individual contract on the effective date of said changes. Each individual member is required, by the terms of this Agreement and his/her individual contract, to abide by the duties and responsibilities specified in his/her individual contract and in this Agreement.

ARTICLE VI – WORK HOURS AND WORK LOAD

6.01 Work Year

The work year for a bargaining unit member shall not exceed a total of one hundred eighty-four (184) days divided as follows:

- A. Not to exceed one hundred eighty (180) days for instruction;
- B. One (1) workday at the beginning of the school year (elementary teachers may have two (2) workdays at the discretion of the Superintendent); and
- C. Four (4) days for professional meetings for bargaining unit members will be scheduled on two (2) of the four (4) professional meeting days, one-half (1/2) of the time will be reserved for independent teacher work and/or records. The days will be selected by mutual agreement of the Superintendent and CEA President.
- D. Two (2) one-half (1/2) day evening parent-teacher conferences each scheduled for four (4) hours which shall include a duty free dinner of thirty (30) consecutive minutes for bargaining unit members. The day will exist as a non-work day the Wednesday prior to Thanksgiving.
- E. The per diem pay of bargaining unit members shall be computed on the basis of one hundred eighty-four (184) workdays per year.
- F. Delayed start student days for professional development may be scheduled each school year with the agreement of the CEA.
- G. Extended Time Days

Extended time days will be assigned for the following positions:

High School Counselors	–	At least ten (10) days
Middle School Counselors	–	At least ten (10) days
Psychologist	–	At least five (5) days
Nurses	–	At least two (2) days
Specialist Education Coach	–	At least ten (10) days
District Literacy Specialists	-	At least two (2) days
Preschool Specialists	-	At least two (2) days
Transition Coordinator	-	At least two (2) days
District Instructional Technology Specialists	-	At least two (2) days

6.02 School Calendar

A. Adopted Calendar

The proposed yearly calendar will be submitted to the CEA President after receiving the recommendation of the Medina County Calendar Committee. The proposed calendar will include as many known and set dates as possible before being submitted to the Board for final approval. A calendar for each school year covered by this Agreement shall be adopted by the Board and will be uploaded to the District's website. If the calendar is modified, the Association will be advised of the need to consider modification and provide it an opportunity to submit its ideas on modification options in advance of presentation to the Board of the Superintendent's recommendation for the modified calendar. When the calendar is modified, bargaining unit members will be notified via District email and a copy of such modified calendar will be uploaded to the District's website.

B. Input on Calendar Makeup

The Association shall make suggestions to the Board regarding the school calendar; provided, however, that nothing herein shall prohibit the Board from complying with its legal responsibilities in a timely fashion.

6.03 Workday

A. Elementary Work Schedule

1. The elementary teacher overall workday shall be seven and one-half (7 ½) hours. The workday includes a minimum of thirty (30) minutes of duty-free lunch and at least thirty (30) continuous minutes of preparation time daily during the student day. Each classroom teacher shall have at least two hundred (200) minutes of planning time during the student day each week.
2. Elementary teachers shall report to their assigned buildings each day by 8:30 AM and shall remain until 4:00 PM.

3. The workday for bargaining unit members shall consist of no more than three hundred thirty (330) minutes of assigned pupil contact time, with each day as presently established.
4. Duty assignments at the elementary buildings will be made in an equitable fashion. Additional meeting times, class load and travel time will be considered in evaluating the equability of assignments.

B. Middle School Work Schedule

1. The middle-school overall work day shall be seven and one-half (7 ½) hours. The work day includes a minimum of thirty (30) minutes of duty-free lunch and one full class period of preparation time daily during the student day.
2. Middle-school teachers shall report to their assigned buildings each day by 7:20 AM and shall remain until 2:50 PM.
3. The workday for bargaining unit members shall consist of no more than three hundred thirty (330) minutes of assigned pupil contact time each day.
4. Teachers will teach six (6) of eight (8) regular instructional periods per day.
5. Teachers will provide one (1) academic assistance period per day. During this period, teachers will work with individuals and/or groups of students based upon student performance data and/or student progress in a specific course. This language will revert to the current language in 6.03(B)(5) as of midnight on June 30, 2024, unless the parties agree otherwise.
6. Teachers will supervise one (1) ten (10) minute homeroom per day.
7. Teachers will have one (1) Team Planning Conference period per student day with responsibilities and parameters to include:
 - a. Teacher team time to review data and engage in instructional planning.
 - b. Conferencing with parents.
 - c. Conferencing with students.
 - d. Other activities the team and Administration deem to be beneficial to students or the educational program.

e. Team Planning/Conference period is not to be used for personal planning time.

8. The District shall have the authority to revert back to a schedule in which Middle School teachers teach six (6) of seven (7) periods or teach five (5) classes with a duty, if the decision is based on financial need as determined by the District's financial forecast showing a deficient on line 15.010 or equivalent within one (1) fiscal year. In such case, the Association will be given six (6) months' notice.

C. Senior High School Work Schedule

1. The senior high school overall work day shall be seven and one-half (7 ½) hours. The work day includes a minimum of thirty (30) minutes of duty-free lunch and one full class period of preparation time daily during the student day.
2. High school teachers shall report to their assigned buildings each day by 7:20 AM and shall remain until 2:50 PM.
3. The workday for a bargaining unit member shall consist of no more than three hundred thirty (330) minutes of assigned pupil contact time each day.

D. High School Teacher Assignments

1. High school teachers will teach six (6) of seven (7) periods or teach five (5) classes with a duty except for*: (Teach five (5) classes and have an assignment or planning period)

Department Instructional Leaders (Planning and/or Duty for full year)
Union President (Planning Period for full year)
Varsity Head Football Coach (1 semester)
Varsity Head Volleyball Coach (1 semester)
Varsity Head Boys Basketball Coach (1 semester)
Varsity Head Girls Basketball Coach (1 semester)
Varsity Head Baseball Coach (1 semester)
Varsity Head Softball Coach (1 semester)

*Maximum of two (2) semesters

2. When a high school teacher is assigned to teach six (6) of seven (7) instructional periods for three (3) consecutive semesters or more, the teacher will be granted one (1) professional leave day per quarter beginning with the third semester and continuing in all consecutive future

semesters where the teacher teaches six (6) or seven (7) periods. The professional leave day will be scheduled upon the teacher's request and by mutual agreement between the teacher and the Building Administrator. This day will be completed on school property unless the Principal and teacher mutually agree otherwise.

3. For teachers who qualify for a professional leave day as described in paragraph 2 above, the teacher may choose to be paid for the day at the teacher substitute salary rate in lieu of taking the professional leave day. To be paid for the day, the teacher must submit a timesheet to their principal prior to the last teacher day of the school year.

E. Specialists' and Tutor Work Schedule

For school counselors, school psychologists, speech and hearing therapists, literacy specialists, instructional technology specialists, pre-school specialists, and transition coordinators, the overall work day shall be seven and one-half (7 ½) hours. The tutors' work day may be up to seven and one-half (7 ½) hours. The work day includes a minimum of thirty (30) minutes of duty-free lunch.

F. College Credit Plus

1. All on-site, face-to-face College Credit Plus classes that are classes offered by the District in the Cloverleaf Local School District will first be offered to qualified bargaining unit members in accordance with this Article. If no bargaining unit member is qualified, pursuant to the requirements of the program, the Board may arrange for such classes to be taught by non-bargaining unit members.
2. If no bargaining unit member is qualified and a non-bargaining unit member is teaching a College Credit Plus course to students at Cloverleaf enrolled in the Cloverleaf Local School District, the course will be returned to the bargaining unit the following year, if a bargaining unit member becomes qualified.
3. The Board will reimburse teachers up to \$1,500 who take coursework resulting in College Credit Plus certification, are hired by the Board to teach College Credit Plus classes, and who present receipts of the cost of such coursework.

6.04 Administrators and Student Day

During the time a bargaining unit member is assigned to a class, an administrator or Head Teacher will be on duty.

6.05 Flex Time Schedule

- A. Bargaining unit members interested in flex time will meet with the building principal to discuss the details of the flex time arrangement. Flex schedules will be worked out on a one-to-one basis. If the member is denied the opportunity to utilize flex time, he/she will receive the reasons for denial in writing, if requested.
- B. Bargaining unit members who mutually agree to alter their teaching schedules shall not be required to attend any meeting/duty which requires them to be present before their starting time or to remain beyond their ending time, except parent-teacher conferences and open house.
- C. Bargaining unit members with starting times before 7:20 a.m. (8:30 a.m. in the elementary schools) shall be assigned early lunch. Similarly, those with ending times after the normal ending time shall be scheduled a late lunch, unless otherwise requested by the bargaining unit member.

6.06 Special Education and IEPs

- A. Special Education teachers/Intervention Specialists and speech therapists who have the responsibility of developing and writing Individual Education Plans (IEPs) shall be given two (2) release days each year for the purpose of writing the IEPs. If a bargaining unit member chooses to not utilize the two (2) release days, he/she will be paid a stipend in the amount of the District daily substitute teacher rate for each unused day. Bargaining unit members who elect to be compensated at the substitute teacher rate must submit a timesheet to their Principal prior to the last teacher day in order to be compensated for the said days. Additional release days may be granted by the Special Services Director based upon individual teacher caseload.
- B. Additionally, bargaining unit members responsible for the writing and development of IEPs who schedule after-school conferences at times other than the regularly scheduled parent/teacher conferences day(s) shall be excused from attendance at the parent conference activities with the understanding that such teachers are responsible for scheduling their own parent/teacher conferences.
- C. Teachers who agree will be paid Twenty-Eight Dollars (\$28.00) per IEP meeting which occurs outside of the regular teacher workday.
- D. In exchange for the completion and posting of the PR01 within twenty-four (24) hours, the Administration shall release the teacher at his/her request for one (1) class period (40 minutes for elementary) within one (1) work day after the meeting or will compensate the teacher Twenty-Eight Dollars (\$28.00). Those teachers with two (2) planning periods are ineligible for the additional release time.

- E. Any teacher that participates in a manifestation determination procedure will be paid Twenty-Eight Dollars (\$28.00) for associated preparation time.

6.07 Co-Teaching Opportunities

The Administration shall ask for volunteers to fill all co-teaching situations prior to assigning bargaining unit members. Members who are assigned to a co-teaching situation shall be offered training. Members in a co-teaching assignment shall have coordinated planning time, if possible. When not possible, the evaluator shall consider this circumstance when conducting the evaluation, they will be offered, upon request, one (1) day per quarter/trimester to plan, as a team, during the work day, or they may choose to plan, as a team, on a non-working day (summer, NEOEA day, etc.) at the District substitution rate.

ARTICLE VII – WORKING CONDITIONS

7.01 Meetings Called by Administrators

- A. Each teacher may be required to attend two (2) after school or before school or evening meetings per year on a District-wide, building, or department basis, which may include, but are not limited to, such things as PTO meetings and/or open house. In addition, each building principal may call a maximum of twelve (12) staff meetings per school year for regular, department, grade level meetings or professional development.
- B. A bargaining unit member affected by a meeting provided in Article 7.01(A) shall have at least seven (7) calendar days' notice and will not be expected to remain longer than one (1) hour past the normal dismissal time for any after-school meetings. Any meeting cancelled with seven (7) calendar days' notice can also be rescheduled.
- C. Attendance at all other assignments, committees, or meetings other than as provided for in Articles VI and VII will be at the option of the bargaining unit member.
- D. The administration will not schedule staff meetings outside the work day on the day before a weekend.
- E. Every reasonable effort will be made to not schedule meetings on the student day prior to and the day of parent/teacher conference nights or the end of the grading period.

7.02 PLC and TBT Meetings

- A. PLC and TBT meetings will take place in the following manner:

1. PLC/TBT team goals will align with the goals set by district-level and/or building-level improvement teams. PLC/TBT teams will manage their own agendas, but will add or adjust the focus of their team's work at the request of an administrator.
2. A bargaining unit member may be evaluated on his/her participation in the PLC/TBT process and may use work in the teams as evidence in the evaluation process.
3. Following each meeting minutes will be recorded using a method devised in collaboration with building level leadership and input from the building staff. Minutes will be made available to all building teachers.

7.03 Class Size

- A. The determination of class size should be consistent with a review of changes in teaching concepts, financial resources, pupil needs, and other such relevant factors. Music and physical education teachers will be exempt from class size restrictions.
- B. The Board and the Association agree that reductions in class size are desirable and to the extent possible such reductions will be made. In the event class size reductions are not possible, the Board shall provide educational aides on the following formula based on attendance figures after the fourth (4th) week of school:

<u>Grades</u>	<u>Classroom Enrollment</u>	<u>Maximum Minute of Aide Time/Day</u>
K-8	30 and over	150

- C. In the event that the enrollment falls below the required classroom enrollment number, the educational assistant would remain with that teacher until the end of the semester unless assistant time is requested prior to the end of the semester by another teacher within that building qualifying for assistant time.
- D. A bargaining unit member may petition the Superintendent in writing up to ten (10) days into the school year for assignment of an aide in the event the enrollment in his/her classroom falls within a range specified above. If the Superintendent determines it probable that the enrollment will continue to fall within any of the ranges described above, for the balance of the school year, such aide time will be provided not more than twenty (20) days after the request has been made. Within ten (10) days into a new semester, the Superintendent will examine enrollment and subsequent placement of an aide, upon request by the teacher.

E. Notwithstanding the foregoing limits, pupils will not be placed in any classroom in larger numbers than the capacity of the teaching facilities and stations available in that classroom; nor shall they be placed in a classroom unless:

1. There is adequate equipment;
2. It can be safely supervised; and
3. Its arrangements are appropriate to the course content.

7.04 Instructional Materials and Supplies

A. Supply Requests

Each bargaining unit member is encouraged to consult with his/her principal or department head regarding supply requests for the following school year. Departmental heads or other bargaining unit members shall meet with the building principal in the spring to help establish the building supply budget based upon appropriations for the following school year.

B. Availability of Textbooks and Materials

Each bargaining unit member shall have, on the first day of school, sufficient textbooks and other instructional materials issued to individual students, from those available from within the school District, for the number of students listed on his/her class roster.

C. Technology Joint Advisory Committee

A Technology Joint Advisory Committee will be formed with six (6) members appointed by the Superintendent and six (6) members appointed by the Association President. The Committee will meet as needed to discuss technology matters in the District and will make advisory recommendations to both parties related to technology.

7.05 Medical Tests

Any member required to take any medical test or x-ray shall receive mileage reimbursement.

7.06 Teacher Facilities

The Board shall provide and maintain adequate facilities for bargaining unit members. These shall include but not be limited to:

- A. Storage space in the classroom for instructional materials and supplies;
- B. Storage in each building where items of value will be reasonably secured;
- C. Reasonable access to telephone where a personal/professional conversation can be carried on with some degree of privacy; and
- D. At least one (1) faculty work area in each building. Such work area shall contain:
 - 1. Table(s) and chairs;
 - 2. Computer and printer.
- E. Access to copy machine services shall be on a fair and equitable basis.

7.07 Access and ID Tags

- A. Teachers with legitimate reasons to be in the buildings on a regular basis will be issued any key necessary to enable the completion of their jobs. Irresponsible usage may result in loss of privileges.
- B. Teachers will have access to their rooms two (2) weeks prior to the first day of school, when possible. If not possible, the two (2) week period will occur sometime after July 15 and before the start of school. Times when teachers will not be able to access their rooms, outside of that two week window, will be shared via District email. Supplies, materials and equipment necessary for beginning-of-the-year preparation will be available for these two (2) weeks for up to seven (7) hours per day.
- C. Once provided, a picture identification tag must be worn conspicuously visible by all employees at all times while on duty.

7.08 Preparation of Electronic Reports

The Administration and Association shall work collaboratively to implement electronic reporting systems. All bargaining unit members shall be offered proper and adequate training before the use of such electronic reporting systems are implemented. Members shall have access to appropriate technology (i.e., computers, high speed internet, and computer software), during the workday, to complete required reporting. Members shall not be held to deadlines for completion of electronic reporting if the Administration fails to provide appropriate technology. Except for the last grading period, the window for submitting electronic reports/grades will close no earlier than noon the third day following the close of the grading period. Grades for the last grading period shall be due at the end of the last contracted workday. In addition, 3-12 are expected to update student electronic academic grade reports no less than once every one (1) week, unless mutually agreed between the bargaining unit member and his/her immediate supervisor.

7.09 Traveling Teachers

- A. The amount of travel time for a bargaining unit member assigned to more than one (1) building in a day shall be mutually determined by the member and the administration. If the member and the Administration cannot reach consensus on the amount of travel time, then the Superintendent will make the final determination.
- B. The traveling teacher's schedule will include the designated "home school" of the traveling teacher and the Administrator responsible for evaluating the traveling teacher.
- C. If the member and the Principal cannot reach agreement on the amount of travel time, the Superintendent will collaborate with the Association President on the amount of travel time granted prior to the Superintendent's final determination.

7.10 Staff Handbook and Board Policy

- A. Staff Handbook:
 - 1. Prior to making any changes to the Staff Handbook, proposed changes will be reviewed with the CEA President and/or a CEA Building Representative of the affected building.
 - 2. Prior to the first student day, each principal will provide each bargaining unit member of his/her school an electronic copy of the Staff Handbook via email.
 - 3. At the first staff meeting of every school year any changes made in the Staff Handbook will be reviewed with the staff.
- B. Board Policy:
 - 1. The Board will amend its written policies and take such other action as may be necessary in order to give full force and effect to the provision of this Agreement.
 - 2. The Board will make Board Policies available online on the District's web site. Copies of the changed policy(s), once approved by the Board, will be e-mailed to all bargaining unit members within five (5) days of Board adoption.
 - 3. A bargaining unit member shall not be responsible for following and/or enforcing Board policies which have not been published on the district's web site.

- C. Should the Staff Handbook provided in each building and/or Board Policy conflict with the terms of this contract, this contract shall prevail.

ARTICLE VIII – COMPENSATION

8.01 Salary Schedules

The Board proposes that the BA-0 base salary applied to the current index shall be as follows:

<u>Year</u>	<u>BA-0 Salary Amount</u>
2024-2025	3.25%
2025-2026	3.25%
2026-2027	3.25%

The salary schedules are set forth in Appendix A which are attached hereto and made a part hereof. The Teacher Salary Index Schedule appears in Appendix A which is attached and made a part hereof. Salary schedule step freezes in past years shall not be restored.

8.02 Placement on the Salary Schedule

Initial placement on the salary schedule shall be according to the following statements:

- A. No more than ten (10) years of experience can be granted in any combination of the following items (Article 8.02 B-I). However, upon mutual agreement of the Superintendent and applicant for employment, the applicant may be credited with fewer years of teaching service than otherwise would apply.
- B. All years of teaching service as a certified teacher in the Cloverleaf Local District, regardless of training level, with each year consisting of at least one hundred twenty (120) days of teaching.
- C. All years of teaching service as a certified teacher in another public school or charter school in Ohio with each consisting of at least one hundred twenty (120) days of teaching.
- D. All years of teaching school as a certified teacher in a non-public school chartered by the State of Ohio to a maximum of five (5) years, with each year consisting of at least one hundred twenty (120) days of teaching or substituting.
- E. All years of active military services in the armed forces of the United States, to a maximum of five (5) years. A partial year of active military service consisting of at least eight (8) continuous months shall be counted as a full year.

- F. All years of tutoring in Cloverleaf or another public school district in Ohio. A year is defined as at least Eight Hundred Forty (840) hours of service. Several years can be combined to equal Eight Hundred Forty (840) hours, but not more than one year can be granted for any single school year.
- G. All years of substitute service up to five (5) years in Cloverleaf or another public school in Ohio consisting of at least one hundred twenty (120) days in one district for each year of credit granted.
- H. Upon written recommendation of the Superintendent, the Board of Education may exercise discretion to grant service credit beyond that specified above for teaching service out of Ohio to a maximum of ten (10) years credit as defined in 8.02(A) above. This can be done only due to the urgency of the District's staffing needs or scarcity of high-quality candidates holding the necessary teaching certifications and/or specific credentials.

8.03 Advance on the Salary Schedule

Upon the completion of academic requirements in the teaching profession or germane to the teaching assignment for an advance in salary increment and filing of an official transcript of grade report with the Superintendent, the salary increment shall become effective as follows:

- A. If filed prior to October 1, the salary increment shall be effective on the first workday of that school year; and
- B. If filed prior to February 1, the salary increment shall be effective to January 1 of that school year.

8.04 Tutor Pay

A. Tutor Responsibilities

- 1. A tutor's primary job is to supplement instruction and will be given at least thirty (30) minutes per day to prepare interventions using District provided programs and strategies. Tutors also will not assign grades.
 - 2. Tutors who are asked as a last resort to substitute for an absent teacher for an entire school day will be paid an additional stipend of Fifty Dollars (\$50.00) for the day and will be paid Thirty-Five Dollars (\$35.00) for a half day. When subbing, tutors will not receive additional compensation for any missed planning time.
- B. Tutors shall be compensated at an hourly rate of: .00065 of the BA Base. The tutor who oversees the credit recovery program will be paid on the teacher salary schedule up to Step 5 of the BA-0 column.

8.05 Extra-Curricular Activities

- A. Participation of a bargaining unit member in an extra-curricular activity will be strictly voluntary, and s/he shall be compensated for all such participation in accordance with the provisions of Appendix B of this Agreement.
- B. Supplemental contracts will be paid according to the following schedule:
 - 1. Fall Activities —First pay in November
 - 2. Winter Activities —First pay in March
 - 3. Spring Activities —First pay in June
 - 4. Year Round Activities —First pay in June or upon request one-half (½) paid the First pay in November and one-half (½) paid the first pay in June.

8.06 Motor Vehicle Allowance

A. Right to Reimbursement

A bargaining unit member who is required to use his/her own automobile in the performance of his/her contracted duties shall be reimbursed for required travel. The rate of reimbursement shall apply for all driving required to be done between arrival at the first location at the beginning of his/her workday and from the departure location at the end of his/her workday.

B. Rate of Reimbursement

Reimbursement shall be at the rate allowed by the Internal Revenue Service.

8.07 Severance Pay

A. Right to Severance Pay

- 1. A bargaining unit member who retires from active teaching service shall be granted Severance Pay. Severance Pay will be based upon the daily rate of pay as determined from the individual's basic teaching contract, exclusive of all supplemental contracts and allowances for extended time, in effect during his/her last day of full-time employment by the Board.
- 2. A member age fifty-five (55) or over who has twenty (20) or more years of service with the Board who resigns but is not eligible to retire from active service shall be granted Severance Pay. Severance Pay will be based upon the daily rate of pay as determined from the individual's basic teaching contract, exclusive of all supplemental contracts and allowances for extended time, in effect during his/her last day of full-time employment by the Board.

3. Any employee who dies prior to severing employment who would otherwise have been entitled to such payment, shall be deemed to have severed employment the day preceding his/her death. Said payments for such accrued sick leave shall be paid to his/her surviving spouse and/or to his/her estate in the manner provided by law.

B. Retire Defined

1. A bargaining unit member should be deemed retiring when:
 - a. A notification, in writing, is presented stating that he/she is resigning for the purposes(s) of retiring from active teaching service and the Superintendent accepted the teacher's resignation on the date specified by the teacher. This date must match the State Teachers Retirement System (STRS) retirement date.
 - b. The Treasurer of the District is notified by the State Teachers' Retirement System that the member has retired.
2. A bargaining unit member will be deemed to have resigned from employment with the Cloverleaf Board of Education when:
 - a. A notification, in writing, stating that the employee is resigning from employment with the cloverleaf Board of Education and the Superintendent has accepted the employee's resignation on the date specified by the teacher.
3. When severance pay has been received by an individual who resigned or retires under sections 1 or 2 above, all unused, accumulated sick leave is surrendered and forfeited.

C. Calculation of Severance Pay

1. Thirty percent (30%) of all accumulated sick leave up to three hundred fifty (350) days at the time of retirement, to be paid at the bargaining unit member's per diem rate of pay, will be used in the calculation of severance pay.
2. In addition to the severance benefit provided for above, a member shall be granted One Hundred Dollars (\$100.00) for each two (2) years of teaching service in the bargaining unit represented by the Association.

D. Payment of Severance Pay

Bargaining unit members eligible for severance pay shall submit a written application for payment to the Treasurer. The payment will be made in one (1) lump sum within seventy (70) calendar days of the last day under contract with the District or as agreed upon by the bargaining unit member and Treasurer. If the member wishes to receive the payment via a tax sheltered annuity, that request must be submitted in writing prior to the effective date of retirement and will be paid pursuant to law.

8.08 State Teachers Retirement System (STRS) Pick-up

- A. Effective October 10, 1985, the total annual salary of each bargaining unit member shall be payable by the Board in two (2) parts:
 - 1. Cash salary; and
 - 2. Deferred salary (through the salary restatement method of picking up the employee contribution to STRS).
- B. An employee's deferred salary shall equal the amount of the employee contribution to STRS required by law and shall be paid by the Board to STRS on behalf of the employee as a pick-up (by means of the salary restatement method) of the employee contribution otherwise payable by the employee.
- C. An employee's annual cash salary shall be equal to the employee's total contracted annual salary less the employee's deferred salary, and shall be payable subject to applicable payroll deductions to the employee. The Board's total combined expenditure for total annual salary of all bargaining unit members (including deferred salary amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this Section of the Agreement not been in effect.
- D. The Board shall compute and remit its employer contributions to STRS in accordance with this Negotiated Agreement and Ohio Law.
- E. An employee's deferred salary shall be included in the member's total annual salary for the purpose of computing daily rate of pay for determining any particular salary adjustment to be made due to absence or for any other purpose.

8.09 Early Resignation Pay

- A. Bargaining unit members who resign from their teaching contract on or before February 1st effective at the end of the school year or effective during the following school year prior to November 1st shall receive an additional Five

Hundred Dollars (\$500) to be paid within seventy (70) days after the effective date of the resignation.

- B. Bargaining unit members who resign from their teaching contract on or before November 1st effective at the end of the school year shall receive an additional One Thousand Dollars (\$1,000.00), in lieu of the payment prescribed in Section A above, to be paid within seventy (70) days after the effective date of the resignation.

8.10 Substituting During Planning Period

- A. A bargaining unit member may be requested to cover a class or duty of an absent classroom teacher or specialist (Speech Pathologists, Intervention Specialists). If said bargaining unit member agrees to do so and thus surrenders all or part of his/her planning period he/she shall be paid Fifty Dollars (\$50.00) per period. A bargaining unit member shall not be asked to cover a class or supervision during her/his duty free lunch.
- B. Within ten (10) days after the start of each school year, all bargaining unit members shall be canvassed and a roster shall be made indicating each member willing to substitute during his/her planning period(s). A member whose name appears on said roster may be required to substitute during his/her planning period on any given school day unless extraordinary circumstances make such substitution impracticable. Extraordinary circumstances may include, but not be limited to, a pre-scheduled parent conference, a need to prepare a test or set up an experiment for that school day.
- C. A bargaining unit member will not be asked to substitute during a planning period except as a last resort if he/she is not on the roster.
- D. A bargaining unit member shall not be reassigned to cover an absent teacher from his/her normal assigned schedule except as a last resort.
- E. If a substitute is not assigned to cover an absence and, as a result the needs to make up student time to fulfill IEP minutes, with prior approval, he/she will be compensated at a rate of Fifty Dollars (\$50.00) per hour for time given up to meet IEP requirements during planning or before or after school. Members will not make up student time during their duty-free lunch.

8.11 BCI/FBI Check

The Board will offer Board-paid BCI/FBI checks as required for licensure/certification. If possible, these checks will be completed in the Treasurer's office.

8.12 Attendance Incentive Compensation

- A. All bargaining unit members will receive a Five Hundred Dollar (\$500.00) attendance incentive stipend as described below.
- B. For each day a bargaining unit member is absent for sick leave, personal leave, or unpaid leave, One Hundred Dollars (\$100.00) will be deducted from the Five Hundred Dollar (\$500.00) annual stipend.
- C. Any remaining money left in the stipend at the end of the school year will be paid to the member in August following the end of the school year.
- D. Any member who ends the year with Five Hundred Dollars (\$500.00) remaining in his/her stipend will receive an additional Five Hundred Dollar (\$500.00) bonus for a total of One Thousand Dollars (\$1,000.00) to be paid in July.
- E. Bargaining unit members hired after the first teacher work day of the school year shall not be eligible for the benefit until the following year.

8.13 Non-Contracted Professional Development Compensation

Bargaining unit members who voluntarily attended and/or will attend District-sponsored training or events during non-work hours at the request of the Administration will receive compensation at the rate of Fifteen Dollars (\$15.00) per hour. A timesheet or sign-in sheet will be submitted to the building principal and payment will be processed.

8.14 Extended Leave Substitution

- A. In the event that a bargaining unit member is on or is scheduled to be on an extended leave of absence, the Superintendent may request that another bargaining unit member perform all or some of the duties of the absent employee, provided that the performance of such additional duties will not interfere with the performance of such employee's regularly assigned duties. The request will be made in writing and submitted to the employee and the Association President. The request will identify the specific subject(s)/class(es)/period(s) that the employee is being asked to cover and the likely duration of the assignment, if known.
- B. If the employee is willing to perform such work, he/she will notify the Superintendent in writing within five (5) school days of the date of the Superintendent's request. Following receipt of such notice, the Superintendent (or designee) shall schedule a meeting with the Association President and the employee to discuss the proposed assignment in greater detail and to negotiate the compensation that the employee shall receive for performance of the additional duties.

- C. If an agreement is reached between the parties, it will be reduced to writing and shall include the terms of compensation, which shall not exceed the BA step zero (0) daily rate per day. The term of the agreement shall be for the duration of the Association member's extended leave of absence as established in A. If the unpaid leave is extended, the Superintendent may negotiate an extension of the agreement or the Association member may opt to discontinue the agreement. The agreement shall be signed by the Superintendent, the Association President, and the employee. The Board expressly agrees that the Superintendent is authorized to enter into a valid and enforceable contract on its behalf for this purpose. The Association expressly agrees that the Association President is authorized to enter into a valid and enforceable contract on its behalf for this purpose.

8.15 Nurses on School Trips

- A. Whether the presence of a nurse is required on a District sponsored student trip off of Board property shall be determined exclusively by the Superintendent. If it is determined that a nurse is necessary, the student trip shall be posted via the Cloverleaf district job posting for the District's nurses to apply to accompany the student(s) on such trip. The posting shall include the destination, date, and the time during which the trip will occur. Notice of a nurse's selection for a trip shall be provided to the selected nurse by the District Administration in writing.
- B. Selection preference shall be given to registered nurses ("RN") applying for a trip over licensed practical nurses ("LPN") applying for a trip. Among RNs who have applied for a trip, seniority shall determine which RN is selected. If no RN applies for a trip, an LPN who has applied for the trip may be selected. If multiple LPNs have applied for a trip, seniority shall determine which LPN is selected. If neither an RN nor an LPN has applied for a trip, the trip shall be assigned to an RN in reverse order of seniority, meaning that the RN with the least seniority in the District shall be selected. Once an RN has been involuntarily selected for a trip, he/she shall not again be involuntarily selected during the same school year until all other RNs have subsequently been involuntarily selected for a trip.
- C. Nurses shall not be entitled to additional compensation for student trips occurring while school is in session which do not require an overnight stay, as determined by the Superintendent. If a trip does require an overnight stay, the nurse selected for the trip shall receive additional compensation in the form of a payment equal to fifty percent (50%) of his/her daily rate of pay for each night of the trip. If a trip occurs on a day when school is not in session, the nurse shall be compensated in the form of a payment equal to one hundred percent (100%) of his/her daily rate of pay for such day(s) of the trip.
- D. The Board shall arrange and be responsible for nurses' lodging during trips which require an overnight stay, and shall be responsible for nurses' meals during trips, or shall reimburse nurses for such costs in accordance with Board Policy.

ARTICLE IX – INSURANCE PROVISIONS

The parties agree to establish a joint committee of six (6) persons, three (3) appointed by the Superintendent and three (3) appointed by the CEA President, to study and make recommendations for changes to the District medical insurance plan. The Committee will provide joint recommendations no later than June 30, 2025.

9.01 In order to be eligible for insurance, an employee must be contracted for at least thirty (30) hours per week.

9.02 Employees may not be paid cash in lieu of insurance benefits.

9.03 Coverage Overview

See Plan Booklet for COG-adopted coverage information.

9.04 Medical

A. The Board will pay eighty-five percent (85%) of the premium and the employee will pay fifteen percent (15%) for full-time employees. No employee premiums will be assessed when the Board receives a premium holiday. Employees whose contracts have been suspended due to reduction-in-force shall not be required to pay insurance premiums for the period June through August.

B. Stark County Schools Council

1. The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council (COG). The Board shall provide health, dental, and life insurance through the COG. The coverage shall be the standardized COG specifications.

2. The Association and the Board agree that the Board shall not be required to make available to and to inform members of the Association of any option to enroll in a health maintenance organization established pursuant to Chapter 1742 of the Ohio Revised Code.

C. Preferred Provider – Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance

Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.

2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County OEA office representative.

D. Preferred Provider – Prescription Drugs

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

1. The program will be available to employees and their dependents who have “primary” coverage under the District’s insurance.
2. The employee will pay the twenty percent (20%) co-payment to the provider and the remaining eighty percent (80%) will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee’s twenty percent (20%) co-payment.
3. The deductible will be waived.
4. The list of covered expenses shall be agreed upon by the COG and the Stark County OEA office representative.
5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.
6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

E. Well Baby Care: One Thousand Dollars (\$1,000.00).

F. Diabetic Management Program: Will be part of all PPO programs.

G. Early Retirement Incentive (ERI)

Health Insurance benefits shall be provided to employees who participate in an ERI for the period between the effective ERI date and the retirement insurance eligibility date with STRS providing the participant pays one hundred percent (100%) of the Board cost one (1) month in advance.

H. Specifications – PPO

Specifications shall be as determined by the Stark County COG.

I. Spousal Employees

Bargaining unit members and their spouses who work in the district, will only be eligible for one (1) family medical insurance plan or two (2) single plans.

9.05 Life Insurance

- A. The Board shall purchase term life and accidental death and dismemberment coverage in the amount of Fifty Thousand Dollars (\$50,000.00) for each bargaining unit member. The cost of such insurance and any increase thereof shall be paid by the Board.
- B. Bargaining unit members may purchase additional term life insurance at the group rate, in Five Thousand Dollar (\$5,000.00) increments, up to a maximum of Sixty Thousand Dollars (\$60,000.00) coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by fifty percent (50%) at age sixty-five (65). The specific terms of the policy are contained in the life insurance contract.

9.06 Dental Insurance

The Board shall provide dental coverage and pay eighty-five percent (85%) of the premium for full-time employees and pro-rated based upon the percentage of full-time for part-time employees.

Plan description (summary only):

- 1) Maximum benefits/covered person:
Class I, II or III - \$2,500/person per year.
- 2) Deductible–Ind. \$25 per year
- 3) Deductible-Family \$75 per year
- 4) Co-insurance amounts
 - a) Class I – Prevention 100% of Usual & Customary
(no deductible)
 - b) Class II – Basic 80% of Usual & Customary

- | | |
|-------------------------------|--------------------------|
| c) Class III – Major | 80% of Usual & Customary |
| d) Class IV – Orthodontia | 60% of Usual & Customary |
| Lifetime maximum –Orthodontia | \$1,200 per individual |

9.07 Section 125 Tax Shelter

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided, under IRS Section 125.

All COG employers must offer IRS Section 125 tax shelter provided through the COG. If an employee elects to utilize any of the IRS 125 benefits, the administrative cost shall be shared equally between the employee and the employer.

9.08 Section 125 Plan

- A. Subject to the following provisions, the Board shall offer a Section 125 Plan to bargaining unit members. An employee who chooses to participate may establish a flexible spending account to be used for unreimbursed health care expenses and/or for dependent care expenses.
- B. The parties agree that all administrative charges would be shared by each employee who wishes to participate in the 125 Plan. Those employees who enroll in the Section 125 Plan will be charged for administrative fees through payroll deduction.

9.09 Insurance for Laid Off Employees

The Board shall make available to all suspended and non-renewed certificated/licensed employees laid off due to a reduction in force, all rights to maintain the insurance benefits under COBRA.

9.10 Premium Holidays

If the employer receives a premium holiday(s), the employees shall not be required to pay their portion of the premium(s) for the holiday month(s).

9.11 Spousal Coverage

Any new Participants to the COG, after June 30, 2015, with working spouses who have the ability to be covered under an insurance plan through his/her place of employment, will be required to take his/her plan as their primary plan. This provision does not apply to a participant who had insurance with one COG employer and immediately thereafter, moved to another COG employer. If the spouse is required to pay forty percent (40%) or

more of the premium with his/her employer, the requirements of this section shall not apply.

ARTICLE X – PROGRESSIVE DISCIPLINE

10.01 Disciplinary Proceedings

- A. Members will be permitted Association representation at all pre-disciplinary meetings or any meeting where disciplinary action may occur. The member will be informed of his/her right to such representation prior to the commencement of a meeting.
- B. The scheduling administrator will notify the Association President of any pending pre-disciplinary or disciplinary meeting.
- C. A bargaining unit member shall have the right to be represented by the Association at conferences with any administrator which the bargaining unit member has reason to believe may lead to discipline or affect the continuation of his/her employment or contract status. The member may request adjournment at any such meeting until appropriate representation is available. The member may choose the Association representative of his/her choice so long as the meeting will be postponed no longer than forty-eight (48) hours.
- D. It is not the intent of the parties that sections A-C above will prohibit the removal from the classroom of a member in extraordinary circumstances, provided, however, that a disciplinary conference with a representative present shall be held within forty-eight (48) hours of such removal.
- E. The forty-eight (48) hour timeline in C and D above may be extended by written or electronic mutual agreement between the parties.

10.02 Standards for Discipline

No bargaining unit member shall be disciplined by the Board or any of its agents in an arbitrary and capricious manner or without just cause.

10.03 Progressive Discipline

Disciplinary action shall consist of five (5) steps. It is understood that such action shall be commensurate with the severity of the bargaining unit member's offense, may be initiated at any level, and may include the repetition of an action without progressing to the next step.

- Step One: Verbal warning(s).
- Step Two: Written warning(s) – will incorporate comments relative to the verbal warnings in substantiation of previous problems. Said written warning(s) will not be placed in the bargaining unit member’s personnel file.
- Step Three: Written reprimand(s) – will incorporate comments relative to the written warning(s) in substantiation of previous problems.
- Step Four: Suspension(s), with or without pay.
- Step Five: Termination.

ARTICLE XI – EVALUATION

11.01 Evaluation Procedure Defined

The evaluation procedure established in this Agreement conforms to the framework for the evaluation of teachers/school counselors developed pursuant to Sections 3319.111 and 3319.112, 3319.113 of the Ohio Revised Code.

11.02 Purpose

The purposes of bargaining unit member evaluations are:

- A. To assess teacher/school counselor effectiveness by using appropriate appraisal procedures.
- B. To serve as a tool to advance professional development.
- C. To inform instruction.
- D. To identify and document observed bargaining unit member competencies.
- E. To facilitate bargaining unit member evaluator communication.
- F. To identify areas for improvement and positive assistance.
- G. To assist in remedying identified needs.
- H. To provide an information source for consideration in administrative decisions regarding the promotion and retention decisions for bargaining unit members.

11.03 Conferences

Unless otherwise mutually agreed to, all conferences between the Administration and a bargaining unit member shall be held during the workday.

11.04 Criteria for Performance Assessment (OTES/OSCES)

- A. Teacher evaluations will utilize multiple factors set forth in the evaluation instrument, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based on the OTES 2.0 rubric.
- B. School Counselor evaluations will utilize multiple factors based on the standards for school counselors and the criteria set forth in the evaluation instrument, with the intent of providing meaningful feedback and assigning an effectiveness rating based on the OSCES rubric.
- C. Each teacher/school counselor evaluation will result in an effectiveness rating of:
 - 1. Accomplished;
 - 2. Skilled;
 - 3. Developing; or
 - 4. Ineffective.

11.05 Definition of “Credentialed Evaluator” (OTES/OSCES)

Each teacher subject to evaluation will be evaluated by a person who:

- A. Meets the eligibility requirements under O.R.C. §3319.111(D); and
- B. Holds a credential established by the Ohio Department of Education for a teacher/school counselor evaluation; and
- C. Has completed state-sponsored evaluation training and has passed an online credentialing assessment; and
- D. Is a member of the District administrative staff directly employed by the Board.

11.06 Assessment of Performance (OTES/OSCES)

- A. (OTES)

Teacher performance will be evaluated during formal observations and periodic informal observations also known as “classroom walkthroughs.” Such

performance will be assessed through a holistic process by trained and credentialed evaluators utilizing the OTES 2.0 framework.

B. (OSCES)

School Counselor performance will be evaluated during formal observations and periodic informal observations also known as “walkthroughs.” Such performance will be assessed through a holistic process by trained and credentialed evaluators utilizing the OSCES framework.

11.07 Walkthroughs (OTES and OSCES)

- A. The walkthrough shall be at least three (3) consecutive minutes, but not more than fifteen (15) consecutive minutes, and shall not constitute a formal observation.
- B. Data gathered from an evaluative walkthrough must be documented and given to the teacher within three (3) days.
- C. Informal Observation (off-cycle evaluation) will consist of one (1) 30-minute informal observation that will be documented in the Ohio Evaluation System followed by one (1) post conference within ten (10) days as requested by the teacher or evaluator.

11.08 Procedures for Evaluations (OTES/OSCES)

The schedule of evaluations shall be based upon the teacher’s/school counselor’s previous summative rating.

- A. All teachers on a one year limited contract will receive a full evaluation.
- B. Once an employee is given a multi-year contract they will follow the OTES 2.0 schedule based on the final holistic rating from the previous evaluation.
 - 1. Accomplished, once every three (3) years.
 - 2. Skilled, once every two (2) years.
 - 3. Developing, full evaluation every year.
 - 4. Ineffective, full evaluation every year.
- C. Observations of limited contract bargaining unit members must be completed by April 30.
- D. The Association will submit a list to the Superintendent and/or designee on or before the conclusion of the previous school year containing the list of evaluators from that building chosen by Accomplished teachers/school counselors who are on a full evaluation cycle the following school year, with no more than sixty percent (60%) of teachers/school counselors assigned to one (1) evaluator. If

more than sixty percent (60%) chose one evaluator, seniority will determine which members retain their choice. In the event that a new evaluator is hired by the District after the last teacher work day of the school year, the Association shall have the opportunity to submit an updated list of chosen evaluators on or before two weeks after the first teacher day.

- E. A teacher/school counselor who meets one of the following requirements will not be evaluated:
 - 1. The teacher/school counselor was on leave for fifty percent or more of the school year.
 - 2. The teacher/school counselor has submitted notice of retirement by the first day of December.

11.09 Formal Observations (OTES/OSCES)

- A. All formal observations shall be preceded by a conference between the evaluator and the teacher/school counselor in order for the teacher/school counselor to explain plans and objectives for the work situation to be observed. The conference shall be held no more than ten (10) workdays prior to the observation. Prior to the pre-conference, the Evaluator will inform the teacher/school counselor of the specific subject and window of time for the observation.
- B. Formal observations shall be for a duration of at least thirty (30) consecutive minutes and will be documented in the Ohio Evaluation System.
- C. Within eight (8) workdays of each formal observation, the evaluator shall provide the bargaining unit member with a tentative draft of the first written observation report. Within ten (10) workdays of the observation, the evaluator shall meet with the teacher/school counselor to discuss the observation. The timeline will be extended if the bargaining unit member or evaluator is absent.
- D. Traveling teachers/school counselors will be observed and evaluated in their home buildings. Home building will be where a bargaining unit member spends the majority of their workday, or in the case of an even 50/50 split, where they start their day.
- E. The evaluator will not use recording devices, public address, or visual recording systems and similar devices for observing the work performance of a bargaining unit member without the knowledge of and mutual agreement of the teacher/school counselor and evaluator.
- F. Observations will not be conducted on the day before or after Winter break and Spring break, on the day after an absence due to an extended illness of more than

five (5) workdays, on staff development release time days, or on elementary party days.

11.10 Finalization of Evaluation (OTES/OSCES)

- A. The evaluating administrator will pin the final holistic rating in the Ohio Evaluation System (OES) no later than May 10th. Within three (3) days of receiving the final holistic rating, the bargaining unit member shall be granted a conference at their request, at a mutually agreed upon time. Teachers/school counselors will pin this final holistic rating no later than May 15th. A teacher/school counselor, as well as the evaluator's "pin" constitutes an electronic signature.
- B. The evaluator and bargaining unit member will "pin" the final holistic rating in OES. This verifies as notification to the teacher/school counselor that the evaluation is complete. The teacher's/school counselor's signature should not be construed as evidence that the teacher/school counselor agrees with the contents of the evaluation report.
- C. A teacher/school counselor shall have the right and opportunity to submit a written statement for attachment to the written evaluation placed in the member's personnel file.

11.11 Professional Growth Plan (OTES/OSCES)

- A. Professional Growth Plans help teachers/school counselors focus on areas of professional development that will enable them to improve their practice.
- B. Teachers/school counselors rated Skilled and Accomplished will develop and submit a professional growth plan for the evaluation cycle as set forth in Section 11.08 within the Ohio ES system.
- C. Teachers/school counselors rated Developing will develop and submit a professional growth plan within the Ohio ES System collaboratively with the credentialed evaluator that will be in effect for the evaluation cycle as set forth in Section 11.08.
- D. Teachers/school counselors will develop a professional growth plan for a school year by completing the State Professional Growth Plan Form and submitting the form in the Ohio ES system as soon as possible but no later than October 1.
- E. Professional growth plans shall describe the specific performance expectations, resources, and assistance to be provided.
- F. The Board shall provide for the allocation of financial resources to support professional development.

11.12 Improvement Plans (OTES/OSCES)

- A. A professional improvement plan is a clearly articulated assistance program for a teacher/school counselors who received an Ineffective holistic rating.
- B. A professional improvement plan may be developed for a teacher/school counselor with a holistic rating of Developing on his/her evaluation and has worked as a teacher in the District for six (6) or more years.
- C. The professional improvement plan shall include:
 - 1. Specific performance expectations, deficiencies, goals, resources, and assistance to be provided.
 - 2. The District will provide for the allocation of financial resources to support professional development for a teacher on an improvement plan.
- D. The evaluator involved shall assist the teacher/school counselors in correcting identified deficiencies. The primary responsibility for improvement rests with the teacher/school counselors.
- E. The District may provide the teacher/school counselors with trained mentors/coaches as appropriate. The mentors/coaches may be provided release time to allow for meetings/observations with the teacher under an improvement plan.

11.13 High Quality Student Data Verification Form (OTES)

Teachers will complete the High Quality Student Data Verification Form and submit their HQSD into the Ohio Evaluation System for a school year no later than October 1. The high-quality student data instrument used should be mutually agreed upon by the teacher and the evaluator. If there is no mutual agreement, the Superintendent/Designee and CEA President/Designee will make a final determination.

11.14 Due Process

Any grievance filed pertaining to this evaluation procedure may be filed only with respect to procedural aspects.

11.15 Electronic Reporting (OTES/OSCES)

The Ohio Evaluation System (OES) is the system by which the Administration reports to the Ohio Department of Education teacher evaluation results. The Administration will report the minimum information required by the Ohio Department of Education.

11.16 Evaluations of Non-OTES/OSCES Employees

- A. The evaluation of non-classroom teachers (those who do not teach students at least fifty percent (50%) of their assigned time) shall be based upon two (2) formal observations.
- B. Nurses, SLPs, and School Psychologists will use the appropriate evaluation instrument located in the appendix.
- C. All other non-classroom teachers shall use valuation form APPENDIX E-1.

ARTICLE XII – LEAVE PROVISIONS

12.01 Sick Leave

A. Accumulation

- 1. A bargaining unit member shall be allowed to accumulate an unlimited number of sick leave days.
- 2. A bargaining unit member shall receive notification of his/her total accumulated and use of sick leave per pay period on each pay stub.
- 3. Sick leave for a member employed on other than a full-time basis shall be credited and deducted at the proportionate rate set forth in his/her individual contract of employment.

B. Annual Allowance:

Bargaining unit members shall be granted sick leave on the following basis: one and one-quarter days for each completed month of service or fifteen (15) days for each completed year of service.

C. Advance of Sick Leave Day

- 1. A bargaining unit member who has exhausted his/her accumulated sick leave or who has not yet accumulated five (5) days' sick leave shall be advanced up to five (5) sick leave days per fiscal year to be charged against sick leave subsequently accumulated.
- 2. Any sick leave earned and unused in prior employment in any public school system or governmental agency in the State of Ohio may be transferred to the bargaining unit member's account in the District at the time of employment provided that such re-employment takes place within

ten (10) years of the date on which the member was last terminated from public service.

D. Approved Use of Sick Leave Days:

1. For absence of a bargaining unit member due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others and/or the absence of the bargaining unit member due to illness, injury, or death in the immediate family of the member.
2. Use of sick leave after child birth is confined to a total period of forty-five (45) continuous workdays, to be taken contiguous to the birth. Additional time is available upon presentation of a doctor's statement specifying the reason(s) (which could include personal illness or illness of the child) for additional paid leave.
3. For purposes of illness or injury, immediate family shall be interpreted to include father, mother, grandfather, grandmother, brother, sister, spouse, child, step-child, grandchildren, nephew, niece, of the bargaining unit member or his/her spouse, or any member of the family or household who has clearly stood in the same relationship to the member.

E. Miscellaneous Provisions:

1. Absences due to the aforementioned reasons must be charged to sick leave and cannot be charged to any other established leave policy, unless the member has exhausted their sick leave balance, after which personal leave can be used.
2. Sick leave will not be charged for days schools are not in session.
3. Sick leave will be granted for only those sick leave days earned and accumulated except that sick leave may accrue while the bargaining unit member is on paid sick leave.
4. During sick leave, the member cannot be gainfully employed.
5. Any bargaining unit member, whose personal illness extends beyond the period compensated under the sick leave policy, may elect to continue coverage at his/her own expense in accordance with the provisions of COBRA.
6. A member who leaves and returns in the same school year shall be returned to his/her same assignment.

F. Restrictions

Falsification of a statement regarding sick leave may be grounds for suspension or termination of employment pursuant to O.R.C. §3319.16.

12.02 Donation of Sick Leave

A. If a bargaining unit member is currently absent for thirty (30) consecutive workdays or more due to a catastrophic or long-term illness of the member or his/her spouse or minor child, and has exhausted all of his/her accumulated sick leave, another bargaining unit member may donate up to five (5) days of his/her accumulated Sick Leave to the absent member. The requirement of thirty (30) consecutive days absence may be waived in extraordinary circumstances at the discretion of the Superintendent. Bargaining unit members whose Sick Leave has been depleted by intermittent use over the course of their employment, which has not been depleted due to past catastrophic or long-term illness or chronic health affliction, shall not qualify for this benefit.

B. Restrictions

1. No bargaining unit members may receive more than an aggregate of thirty (30) donated Sick Leave days in any one (1) school year.
2. Donation of sick leave days shall be initiated by a bargaining unit member on a form furnished by the Treasurer, no later than the pay period within which the sick leave of the absent member is exhausted. The applying member shall receive the benefit when the application has been approved by the Superintendent and Association President.
3. If the bargaining unit member receiving the donation of sick leave benefit cannot return to work at the end of the donation of sick leave benefit, the member shall apply for STRS disability retirement within ten (10) days after the conclusion of the donation of Sick Leave period.

12.03 Bereavement Leave

- A. The intent of bereavement leave is to provide bargaining unit members the ability to make arrangements as well as to provide adequate travel and grieving time for a death outside the immediate family.
- B. A member shall be entitled to up to three (3) days absence with pay for a death outside the member's immediate family as defined in Article 12.01(D). These days will be subtracted from the member's accumulated sick leave.

12.04 Parental Leave

How long a pregnant bargaining unit member may continue in her assignment shall be determined by the member and her doctor. It is expected that as long as she shall work, the pregnant member shall perform all duties and responsibilities of her position.

- A. Leave without pay for a period of two complete school years shall be granted to any bargaining unit member requesting parental leave. Requests for such leave shall be filed with the Superintendent at least thirty (30) days prior to the beginning of the requested leave where the birth of the child or the event causing the need for the leave occurs for a medical reason as confirmed by a doctor. All leaves shall be subject to the following conditions:
 - 1. Upon return from such leave, only actual teaching experience will be used in establishing seniority to comply with reduction in force procedure.
 - 2. Hiring date will be considered only in cases where two or more members have equal experience.
 - 3. During the term of the leave, no member shall be gainfully employed on a full-time basis during the school day. Full time employment shall be interpreted as a forty (40) hour work week. However, such member may work as a home tutor less than 120 days in the District.
 - 4. A member on a parental leave of absence may apply and be considered for supplemental limited contracts during the leave of absence period.
- B. Members on parental leave shall be entitled to return from such leave within twenty (20) school days' advance written notice.
- C. Members whose parental leave begins on or after April 15 of any school year shall, at the time of requesting such leave, notify the Superintendent of his/her decision to return or not return the first day of the following school year. This deadline will be extended to August 1st should catastrophic circumstances which involve any members of the immediate household be verified.
- D. Requests for reinstatement from parental leave shall be directed to the Superintendent no later than April 15 prior to the school year in which the member has requested to return.
- E. Members on parental leave may continue any or all group insurance coverage available through COBRA. It is the responsibility of the member to contact the Treasurer's office for this purpose.
- F. The Board will make every effort to return the member to a comparable assignment to that held before going on parental leave. Any member returning

from parental leave shall not be entitled to advancement on the salary schedule for the period of absence nor shall any sick leave accrue during that time.

12.05 Reduction in Force

All bargaining unit members granted a parental leave will be subject to all provisions of the Reduction-In-Force Policy contained in Article XV of this Agreement.

12.06 Adoption Leave

- A. A bargaining unit member shall be eligible, upon the adoption of a child in the United States, for a paid leave of absence up to a maximum of forty-five (45) continuous days contiguous to the date of receipt of custody of the adopted child. The member shall provide the Board with evidence of adoption and shall be eligible for such leave no more than once each school year. Such paid leave will be deducted from the member's accumulation of unused sick leave.
- B. It is understood that the adoption of a child outside the United States may entail unusual circumstances. Upon the adoption of a child outside the United States, a bargaining unit member shall be eligible for a paid leave of absence up to a maximum of forty-five (45) total days, those days to be taken before and/or after custody of the child. The scheduling of the forty-five (45) days will be set up between the bargaining unit member and the Superintendent. The member shall provide the Board with evidence of adoption and shall be eligible for such leave no more than once each school year. Such paid leave will be deducted from the member's accumulation of unused sick leave.
- C. All provisions of the parental leave policy shall be applicable to adopting parents.

12.07 Family and Medical Leave Act (FMLA)

The Board agrees to comply with the provisions of the federal Family and Medical Leave Act.

12.08 Personal Leave

A. Right to Leave

Each bargaining unit member shall, upon appropriate notice to the Superintendent, be entitled to a maximum of three (3) days of non-accumulative personal leave per school year.

B. Notice of Intent to Use Leave

Notice of intent to use personal leave shall be provided by the bargaining unit member using the prescribed absence management software five (5) days in

advance of the anticipated absence. However, in the case of an emergency, notice to the Superintendent or designee shall be made as far in advance of the absence as is possible in order that proper arrangements for handling the duties of the bargaining unit member can be made. If circumstances make advance requests impossible, the member shall notify the Superintendent or designee of his/her intent to use personal leave as soon as is practicable.

C. Conversion of Personal Leave to Sick Leave

Each unused personal leave day shall be converted to a sick leave day by the first pay in July.

D. Limitations on Leave

Personal leave is provided to permit a bargaining unit member with a means of dealing with personal matters that cannot be handled except during school hours. A member of the bargaining unit shall not use personal leave for:

1. Recreation;
2. Accompanying a spouse on a business trip;
3. Vacation; and/or
4. Working at other employment.

E. Falsification or improper use of personal leave may be grounds for suspension or termination of employment pursuant to O.R.C. §3319.16.

12.09 Assault Leave

A. Right to Leave

A bargaining unit member who is absent from work due to a physical disability or physical injury resulting from an assault which occurred in the course of Board employment while performing assigned regular or supplemental duties pursuant to a contract shall be maintained on full pay status for the period of the physical disability or physical injury.

B. Application for Leave

Upon the request of the Superintendent, a bargaining unit member desiring said assault leave shall file the prescribed form (Appendix D). At the request of the Superintendent, for assault leave of more than five (5) days duration, the bargaining unit member may be required to provide a certificate from a licensed

physician stating the nature of the physical disability or physical injury and its duration.

C. Restrictions

1. Leave granted under this Article shall not be charged against sick leave earned or earnable under O.R.C. §3319.141 or leave granted under any other Section of this Contract.
2. The pay of a bargaining unit member on assault leave shall be reduced by the amount, if any, received as a benefit from Workers' Compensation to cover loss of pay sustained for injury. However, the bargaining unit member's pay shall not be reduced by benefits received from Workers' Compensation to cover occupational diseases, medical expenses, nursing expenses, hospital services, medicines and/or rehabilitation services.

D. Termination of Leave Benefits

Assault leave benefits shall be discontinued upon the bargaining unit member's ability to return to work or member approval for and receipt of STRS disability retirement benefits, whichever occurs first.

E. Verbal Assault Leave

A bargaining unit member not physically assaulted but who is emotionally distraught due to a threat of physical injury that is direct, specific and plausible may use sick leave up to a maximum of three (3) days, as long as the member reports the threat to the police. The police report must be attached to the Assault Leave Form, Appendix D.

12.10 Professional Leave

- A. Upon written request and approval of the Superintendent, a bargaining unit member shall be able to attend professional conferences designed to improve the member's teaching performance in his/her assigned teaching area(s). When such request is approved, the member will be permitted to attend the conference without loss of pay and will be reimbursed for expenses incurred in attending the conference including any registration fee(s) and/or tuition.
- B. Amount and limits of reimbursement for professional leave will be as approved on the professional conference request form.

12.11 Sabbatical Leave for Professional Growth

- A. Eligibility

Upon meeting the following conditions, a bargaining unit member may be granted an unpaid Sabbatical Leave for one (1) or two (2) semesters:

1. The bargaining unit member must have been employed in the District for five (5) consecutive years at the time of the leave.
 2. No more than one (1) person per building may be granted Sabbatical Leave at the same time.
- B. Bargaining unit members on Sabbatical Leave will incur no loss in salary or seniority when returning from Sabbatical Leave and shall be entitled to return to the same or similar position at the conclusion of the leave.
- C. Bargaining unit members on Sabbatical Leave shall be entitled to purchase medical insurance coverage at their own expense under COBRA.
- D. Sabbatical Leave shall be defined as the professional studies by the bargaining unit member.
- E. The request for Sabbatical Leave shall be in writing and filed with the Superintendent with as much advance notice as possible but at least thirty (30) days prior to the leave. The written request shall include a description of the proposed program that the member will follow.

12.12 Compulsory Leave

- A. A bargaining unit member who, because of events occurring during the course of his/her employment in the school system, is subpoenaed to appear in a legal proceeding, will receive his/her regular compensation less any witness fee received. Expressly excluded from this provision are events occurring outside the course of the member's employment with the Board, and instances where the member or the Association or any of its affiliated organizations is a party to a lawsuit adverse to the Board.
- B. Time spent on compulsory leave will not be charged against any of the leave provisions found in Article XII.

12.13 Jury Leave

- A. A bargaining unit member required by law to report for jury duty shall be granted jury leave for the duration of such duty.
- B. A bargaining unit member on jury leave shall receive his/her full salary and benefits while on said leave.

- C. Time spent on jury leave will not be charged against any of the leave provisions found in Article XII.

12.14 Military Leave

A bargaining unit member engaged in military service will receive leave and reinstatement rights in accordance with the requirements of applicable federal and Ohio law.

12.15 Unpaid Short-Term Leave

- A. An unpaid leave of absence of up to ten (10) days in length may be granted. In order to receive consideration for an unpaid leave, the employee must notify the Superintendent/designee at least five (5) workdays prior to the date(s) requested. All requests for unpaid leave shall be in writing and shall state the reason the leave is requested. In cases where prior written request is not practical, the employee must receive verbal approval from the Superintendent/designee prior to the anticipated effective date of the leave. Leave taken without the approval of the Superintendent/designee shall be treated as an unauthorized absence.
- B. No more than two (2) such unpaid leaves of absence per person will be granted in a school year, unless special permission is sought and granted from the Superintendent/designee.
- C. Any employee granted leave under this provision shall have deducted the Board's share of insurance and retirement contributions for the unpaid days, beginning with the sixth (6th) day of unpaid leave in a school year.

12.16 Unpaid Long-Term Leave

A bargaining unit member may request up to a two (2) year unpaid leave of absence for personal reasons. This request is only granted if approved by the Superintendent.

12.17 Conversion Leave

- A. A bargaining unit member may request to convert two hundred seventy (270) days of their accumulated sick leave into one hundred twenty (120) days of paid leave. This request will only be granted if approved by the Superintendent and Treasurer.
- B. The member will continue as a bargaining unit member during such paid leave. While on this leave, the member will be paid at sixty percent (60%) of his/her current per diem rate and will be paid in equal bi-weekly installments over the one hundred twenty (120) days while on such paid leave. The member will not accrue sick leave and personal leave while on such paid leave.

- C. Members who elect to use conversion leave will have their maximum sick leave days capped at three hundred (300) days for severance pay purposes.
- D. This provision will only be in effect until midnight on June 30, 2027.

ARTICLE XIII – PAYROLL PRACTICES

13.01 Method of Payment/Pay Plan Option

Each bargaining unit member will have the following options as to how s/he will be paid for his/her teaching service: twenty-six (26) bi-weekly payments, paid directly to the member or to a bank chosen by the member. Pay may be direct deposited into one account only. Forms may be obtained from the Treasurer's office. The Board shall have the right to change from twenty-six (26) pays to twenty-four (24) pays with ninety (90) days' advance notice to the Association and members to be paid on the 10th and 25th of the month. The first pay of each school year shall be September 10. Bargaining unit members will be paid through direct deposit.

13.02 Payment Schedule in the Event of Termination of Services

A. Lump Sum Pay During Work Year

In the event the individual teaching contract is terminated by either party during the school year, the total sum due the bargaining unit member shall be paid at the first scheduled payday following the effective date of resignation. All insurance coverage and/or benefits provided by this Agreement will terminate on the last day of the month of the effective date of resignation.

B. Lump Sum Pay at End of Work Year

1. In the event the individual teaching contract is terminated or not renewed by either party at the end of the school year, the total sum due the bargaining unit member shall be paid within ninety (90) days.
2. All insurance coverages and/or benefits provided by this Agreement will terminate on the last day of the month in which the bargaining unit member terminates employment.
3. If a member is subject to a reduction in force and has been employed the entire school year, the member shall continue on their regular scheduled pay. The member shall continue to receive insurance benefits until August 31.

13.03 Payroll Deductions

In addition to those deductions required by law for municipal, state, and federal income taxes and the State Teachers Retirement System, a bargaining unit member shall be entitled to the following voluntary payroll deductions:

A. Tax Sheltered Annuities

1. The Board shall purchase from a Board-approved list, for any bargaining unit member desiring, a tax sheltered annuity program which may include a 403 (b) plan, a 457 (b) plan or both. Such program shall be with any insurer licensed to do business in the State of Ohio that said bargaining unit member chooses.
2. The cost of such annuity(ies) shall be deducted from the annual salary of the bargaining unit member.
3. Money so deducted shall be forwarded by the Treasurer, on each payroll day to the designated insurance company(ies) with an accounting as to the name and amount contributed by each bargaining unit member. The designated day shall be determined by the insurance company(ies) billing procedures.
4. Authorization for such annuity may be revocable by written notice upon the will of the bargaining unit member.
5. The Board may restrict the timing of the member's salary reduction elections to comply with the requirements of Treasury Regulations Section 1.403(b)-1(b)(3). Members must make their elections in writing.
6. Bargaining unit members are responsible for limiting the amount of their contributions to the Internal Revenue Code limits. The Board may, but is not required to, restrict or limit contributions on behalf of members to the extent the Internal Revenue Code limits or otherwise will be currently subject to income tax.
7. In accordance with O.R.C. Section 9.91, the Board may require all tax-sheltered annuity providers or brokers to execute a reasonable hold harmless agreement protecting the Board from liability. The Board will make reports to the IRS (e.g. from W-2) and withhold federal, state, school district and local income taxes and employment taxes as it believes it is required to do by law.
8. All companies that the members currently use will be maintained as long as at least one member uses the company.

9. The number of companies currently under contract will not be exceeded.
10. When no member is enrolled in a company, that company will be dropped.
11. In order to add a company, at least five employees must enroll.
12. All procedures and practices related to tax-sheltered annuities shall be in compliance with state and federal law.

B. Association Dues

1. Upon the written authorization of the bargaining unit member the Board shall cause to have deducted from said member's wages the prescribed amount of Association dues.
2. Deductions shall be in eighteen (18) equal bimonthly payments beginning in October and ending in June. Each deduction shall be deposited immediately into the bank account of the Association's choice. The standard printout shall be forwarded to the Association Treasurer at this time.
3. The enrollment period for such deduction shall be from September 1 to September 30 of each school year. Authorization shall be on a continuing basis from year to year unless a request for withdrawal is submitted, in writing, to the Association President and the District Treasurer as provided in Article 13.03(B.4).
4. Such deductions shall be irrevocable for periods of one (1) year except that authorization may be withdrawn by August 31 of each school year. Notification of a desire to withdraw from payroll deduction authorization shall be submitted in writing by a bargaining unit member to the Association President and the District Treasurer by August 31.
5. The balance of the annual deduction shall be deducted from the final paycheck of the bargaining unit member resigning his/her position, receiving a leave of absence, or having his/her employment terminated after October 20 of any school year during the duration of this Agreement.

C. Maintenance of Membership

1. All CEA members as of July 1, 2002, and all new members of the bargaining unit hired on or after July 1, 2002, shall pay a fair share fee to the NEA, OEA, NEOEA, CEA, if they choose not to join the Association.
2. Those persons who are not currently members shall not be affected by this language unless and until such persons have voluntarily elected to join the

Association. Once such persons voluntarily choose to join the Association, they shall be governed by fair share fee requirements in Section G(1) in the future.

3. The fair share fee of those persons covered under Section G(1) shall be certified to the Board by the Treasurer of the CEA and shall not exceed the dues regularly required of CEA members.

4. Indemnification

- a. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be made;
- b. The Association shall reserve the right to designate counsel to represent and defend the Board;
- c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs *amicus curiae* in the action;
- d. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

D. Insurance Plans

1. Upon the written authorization of a bargaining unit member, the Board shall cause to have deducted from said member's wages the prescribed amount as the member's contribution to optional insurance plans. Such authorization shall be revocable by written notice upon the wish of the bargaining unit member.
2. Money so deducted shall be forwarded by the Treasurer, on each payroll day, to the designated insurance company(ies) with an accounting as to the name and amount contributed by each bargaining unit member. The designated day shall be the most logical day as determined by the insurance company(ies).

E. Political Contributions

1. Upon the written authorization of a bargaining unit member the Board shall cause to have deducted from said member's wages a prescribed amount as his/her contribution to a political organization(s), party(ies), and nonpartisan issue(s).
2. The minimum deduction is established at a rate of One Dollar (\$1.00) per month beginning in October and ending in May.
3. Money so deducted shall be forwarded on the payroll day on which it is made, to the political organization(s) designated by the member.

13.04 Corrections to Salary Discrepancies

- A. In the event a bargaining unit member is impacted, negatively or positively, from an error and/or omission, the following steps will be taken.
1. Administration will notify the bargaining unit member of the error and/or omission once the discovery process has been completed.
 - a. The bargaining unit member will be provided a copy of the provision as a reminder of their right to notify union representation of the situation and request representation at any meeting with administration until the issue is resolved.
 - b. The Treasurer will notify the Association President of an error over One Hundred Sixty Dollars (\$160.00) in salary payment.
 2. Administration will meet with the bargaining unit member to fully explain the error and/or admission.
 3. Administration will work with the bargaining unit member to develop a resolution that addresses the error and/or admission that is legally permissible.

ARTICLE XIV – ASSOCIATION RIGHTS

14.01 Use of Buildings

- A. In addition to the bargaining agent's rights delineated in Chapter 4117 of the Ohio Revised Code, the Association shall have the following sole and exclusive rights, so long as such use does not interfere with school business, which shall have priority:

1. Use of the school district's mail service
 2. Use of the teachers' mailboxes
 3. Use of telephone
 4. Use of school-owned office equipment, computers, email system, access to the internet, and audio visual equipment
 5. Use of at least one bulletin board or a designated area at each school building.
- B. Duly authorized representatives of the Association and its respective affiliates shall be permitted to transact Association business on school property, so long as members involved in such Association business are not assigned to duties.

14.02 Availability of Information

- A. The accurate names, addresses (of new teachers only) and building assignments of all certificated/licensed staff members shall be provided to the Association within ten (10) days of the submission of such request from the Association. Such requests shall not exceed two times per year. The names and addresses of all new bargaining unit members hired after the start of the school year, upon request of the Association President, shall be provided to the Association.
- B. The Superintendent or designee shall provide the Association President a copy of a seniority list by November 1st of each school year. This list shall include:
1. A teacher's specific area(s) of certification/licensure
 2. A teacher's employment date
 3. A teacher's leave of absence which affects his/her continuous service
 4. A teacher's contract status specifying either continuing or limited
 5. All administrative employees

The bargaining unit member is responsible for checking the accuracy of the seniority list and for providing documentation to correct the list if it is in error.

- C. The Association President shall be provided, electronically, with line item agendas of the Board meetings and any related attachments, at least one (1) day before the meeting.
- D. On the first workday of the school year, the Association will be granted sixty (60) minutes of that workday for the purpose of meeting with bargaining unit members.
- E. Each year, the Association will be provided up to thirty (30) minutes to meet with newly-hired bargaining unit members on the New Teacher Orientation Day.

14.03 Teacher Professional Organization Stipend

The Association president, president-elect, secretary, treasurer and grievance chair will be paid a stipend by the Board as identified by the Association. The Association shall notify the Treasurer in writing of the names of the persons serving in these positions by October 1 of each year. The Association shall reimburse the Board for the cost of the stipends and any applicable retirement costs. (APPENDIX B)

14.04 No Reprisal

There will be no reprisals of any kind taken against a bargaining unit member by reason of his/her membership in the Association or participation in any of its activities.

14.05 Association Leave

- A. The Superintendent shall grant up to a total of fifteen (15) days per school year for bargaining unit members selected by the Association to serve as representative(s) for participation in the OEA Representative Assembly or the Association President/designee to conduct required Association activities. In years when the Association President's primary duties are at the Middle or Elementary School, the Superintendent shall compensate him/her up to twenty (20) times during his/her planning period paid at the planning period rate.
- B. In a school year in which a Negotiated Agreement expires, one (1) day of Association Leave per member of the Association's bargaining team shall be granted, in addition to the fifteen (15) days.
- C. The Association President may request up to four (4) additional days per school year for him/herself or other members to conduct required Association activities. The Association shall reimburse the Board for the substitute teacher's salary and STRS contribution for these additional days.
- D. Except in cases of emergency, the members shall submit to the Superintendent written notice for such leaves at least five (5) days in advance of their anticipated absence. The Association President shall notify the Superintendent of the dates such bargaining unit members will be absent. The Superintendent shall then notify the building principal(s) involved of these dates so that a substitute may be employed.

14.06 Labor-Management Committee

A. Purpose

In an effort to solve problems before they become formal grievances a Labor-Management Committee consisting of representatives of both the Association and

the administration will be established if requested by either party. Its main function shall be to confer on all matters of mutual concern; to keep both parties to this Agreement informed of changes and developments caused by conditions other than covered by this Agreement; to keep the staff of all departments working at peak efficiency and to confer over potential problems in an effort to keep such matters from becoming major in scope. It is recognized that bargaining unit member concerns should be addressed at the lowest possible administrative level. The committee shall be FMCS trained during the term of the Agreement, consisting of bargaining unit members appointed by the Association President and administrators appointed by the Superintendent.

B. Organizational Guidelines

The parties shall develop and annually review Labor-Management Committee organizational guidelines. The guidelines will assist the parties in the operation of the Labor-Management Committee.

C. Meeting Schedule

If established, there shall be regular monthly scheduled meetings of the Labor-Management Committee. The Superintendent and Association President or designee shall exchange agenda items prior to each meeting. In addition, either party may request that the Labor-Management Committee meet to discuss matters of imminent concern. The Labor-Management Committee shall not reach consensus on issues unless the Superintendent/designee and Association President/designee are in attendance. Meetings of the Labor-Management Committee shall be held from Monday through Friday between 8:00 a.m. and 5:00 p.m., unless a different time is agreed to by the parties.

D. The Labor-Management Committee does not replace the grievance process.

ARTICLE XV – REDUCTION IN FORCE

15.01 Reduction

The following procedures, which apply to both limited and continuing contracts, will govern the reduction of certificated/licensed staff made necessary through decreased enrollment of pupils in the district, return to duty of regular teachers after leaves of absence, suspension of schools or territorial changes affecting the district, necessary changes in curriculum and necessary changes in the use of instructional personnel and/or for financial reasons determined by the Board. The procedures contained herein for such reduction in certificated/licensed staff shall not pertain to a certificated/licensed employee non-renewed for performance reasons.

15.02 Method of Reduction

A. Attrition

The number of persons affected by reduction in force will be kept to a minimum by not employing replacements, insofar as practicable, for a bargaining unit member who retires or resigns or whose limited contract is not renewed for reasons other than a planned reduction in the number of bargaining unit positions.

B. Suspension of Contracts

1. If the Board contemplates suspending the teaching contract of a bargaining unit member(s), for reason of reducing staff, it will notify the Association in writing not later than May 15 of the calendar year in which the suspension is to occur. The written notice will include the potential position(s) to be affected, the reason for the action, and the time at which the suspension will become effective. The Association will be given the opportunity to present any information it may have that is relevant to the proposed action of the Board.
2. Reduction not achieved through attrition may be made by suspending employment contracts. Within the teaching field affected, continuing contract employees shall have a preference over limited contract employees irrespective of seniority. A bargaining unit member suspended because of a reduction in staff shall be given written notice no later than June 1 stating the reason(s) for such reduction. For suspension of limited or continuing contracts during the term of the teacher's contract, for the reasons set forth in 15.01, the procedures shall be as follows: Among bargaining unit members within each of these two (2) groups (i.e., the group holding continuing teaching contracts and the group holding limited teaching contracts in each area of certification affected), the Board shall not give preference to any member based on seniority, except when making a decision between members who have comparable evaluations.
3. The definition of comparable evaluations will be as follows:
 - a. The rating scale for comparable evaluations shall be determined by a numerical scale based upon a three (3) year weighted average.
 - b. Points for each evaluation rating shall be awarded based upon the following scale:
 - 1) Accomplished = 4 points
 - 2) Skilled = 3 points

3) Developing = 2 points

4) Ineffective = 0 points

- c. The sum of the ratings over three (3) years shall be applied to the following scale to determine comparable evaluations:

A = 10-12 points

B = 6-9 points

C = 0-5 points

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

$$\begin{aligned} &\text{Accomplished (4) + Accomplished (4) +} \\ &\quad \text{Skilled (3) =} \\ &\quad 4 + 4 + 3 = 11 \end{aligned}$$

Thus, this teacher would be assigned to category A for determining comparable evaluations.

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

Example: A teacher rated Skilled would be assigned to a category as follows:

$$\text{Skilled (3) } \times 3 = 9$$

Thus, this teacher would be assigned to category B for determining comparable evaluations.

- e. Where only two (2) evaluations are available, the ratings for both years would be added, and the result would be multiplied by the number 1.5 to determine the comparable category.

Example: A teacher with two (2) years of evaluations with both evaluation ratings as “Developing.” The

comparable category for this teacher would be computed as follows:

$$\begin{aligned}\text{Developing (2)} &= \text{Developing (2)} = 4 \\ 4 \times 1.5 &= 6\end{aligned}$$

Thus, this teacher would be assigned to comparable category B.

- f. For the 2013-14 and 2014-15 school years, all teachers' comparable categories would be computed using the methods described in paragraph d. above for the 2013-14 school year and paragraph e. above for the 2014-15 school year.
4. A bargaining unit member who is notified that he/she is to have his/her contract suspended will have the right to bump the least senior member whose position he/she is certified/licensed to fill, so long as the evaluation ratings are comparable. The definition of comparable evaluations will be as follows:

Group 1 -- Ineffective

Group 2 -- Developing/Skilled/Accomplished

5. Written notification of the aforesaid action shall be signed by either the Superintendent or the Treasurer, and shall be hand delivered to the affected certificated/licensed employee during school hours on or before June 1. If for some reason the teacher to be suspended is not available to be served notice of suspension in person, then the Board may notify such teacher with a certified letter mailed by June 1 of the year of suspension.

C. Seniority

Subject to the preference for continuing contract employees set forth in Section 15.02 (B) above, employees with comparable evaluations with longer continuous service in the District will be retained in preference to one with less continuous service who is certified to teach in the same field. One hundred twenty days or more in any one school year shall give a teacher the equivalent of one full year of service. If two or more teachers have the same length of continuous service, then seniority will be determined by using the criteria below in the order listed:

1. Total years (years of at least 120 days) plus the day by day calculation of any partial years (less than 120 days).
2. Total years of at least 120 days plus any prior years of teaching service (not to include substitute teaching,) in the District, which were lost by a break in service.

3. The earlier date of the Board meeting at which the teacher was hired, for the first employment contract.
4. If two (2) or more members were hired at the same Board meeting and have the same amount of teaching service, seniority will be determined by the last two (2) digits of the employee's social security number. The person with the higher numerical number will be considered the more senior employee.

15.03 Reduction in Force Lists

Within fifteen (15) calendar days after the Board sends notices of the layoff, it shall prepare and send to the Association President a Reduction in Force List. The Reduction in Force List shall state:

- A. All positions in each area of certification affected by the Reduction in Force.
- B. The names, length of continuous service, and the date of first day worked of each bargaining unit member within each affected area of certification.
- C. Copies of the list shall be sent to each affected bargaining unit member. The list shall be kept current, and updated copies of the list will be sent to the Association President and to each affected bargaining unit member.

15.04 Recall

A. Right to Recall

1. If there is a vacancy in a bargaining unit position, or a new bargaining unit position is created, bargaining unit members whose continuing teaching contracts are suspended, who are certified to perform the duties in question, will be recalled prior to members with limited teaching contracts.
2. Bargaining unit members on the recall list shall be recalled to positions for which they are certified/licensed in the inverse order of reduction at the time they are suspended.
3. A bargaining unit member whose teaching contract has been suspended shall keep the Board informed of his/her current address by mailing notice thereof to the office of the Treasurer.
4. A bargaining unit member on a continuing teaching contract shall have recall rights provided in O.R.C. §3319.17.

5. A bargaining unit member who keeps the Board informed of his/her address shall have recall rights for two (2) school years ("school years" defined as beginning with the first workday for teachers after his/her contract has been suspended).
6. A bargaining unit member laid off from a full-time position shall not be required to accept a part-time or tutor position. No new employees shall be employed by the Board while there are members on the recall list who are certified/licensed for any opening of a teaching position, subject to the exceptions provided for in Section 15.02 above. Members on continuing contracts shall have more seniority than those on limited contracts.

B. Notice of Recall

A notice of recall may be made by telephone, to be confirmed by certified mail.

C. Waiver of Recall Rights

A bargaining unit member who does not accept an offer(s) of reemployment within ten (10) calendar days of receipt of such notice shall be deemed to have waived recall rights.

15.05 Restoration of Benefits

All benefits to which a bargaining unit member was entitled at the time of his/her suspension, including unused accumulated sick leave, will be restored to him/her upon his/her return to active employment. He/she will be placed on the proper step of the Salary Schedule for his/her current position according to his/her experience and education. A bargaining unit member will not receive increment credit for the time spent on suspension nor will such time count toward the fulfillment of time requirements for acquiring tenure.

15.06 Precedence Clause

Notwithstanding any other provision of this Agreement, no vacancy or new position in the bargaining unit will be filled by the Board until the procedure set forth in Article XV has been complied with.

ARTICLE XVI – INDIVIDUAL RIGHTS

16.01 Access to Personnel File

A. Right to Review

A bargaining unit member will have the right, upon request, to electronically review the contents of his/her personnel file, subject to the limitations set forth below. A bargaining unit member will be entitled to have a representative of the Association accompany him/her during such review. At least once every two (2) years, a bargaining unit member will have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate for retention. Said documents will be reviewed by an appropriate member of the administrative staff and if he/she agrees, they will be destroyed in accordance with “destruction of public records” law.

B. Derogatory Material

No material derogatory to an individual’s conduct, service, character or personality will be placed in his/her personnel file unless the bargaining unit member has had the opportunity to review such material. The individual will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. Refusal of the member to sign the material shall not prohibit its inclusion in the file. The member will also have the right to submit a written answer to such material and his/her answer will be attached to the file copy.

C. Confidentiality of File

Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it will not establish separate “confidential” files.

D. Review of File by Someone Other Than a Member of the Administration

In the event any person, other than the bargaining unit member’s supervisor, another administrator, or member of the Board seeks to review the personnel file of a member, the member shall be provided advanced notice.

16.02 Complaints by Parents and/or Employees

- A. When an administrator is faced with a complaint against a bargaining unit member from parents or other employees, the complainant shall be directed back to the member in an effort to resolve the complaint at the lowest level. When the Administration receives a complaint against a teacher by a student, the

Administration shall have the discretion to not report the names of the students making the complaint. When the Administration utilizes this discretion, the Superintendent will report to the Association President why the discretion was used without providing the names of the students. This excludes B. and C. below. If the complainant refuses to meet with the member or if the complaint is not resolved, the member may request a meeting with complainant and administration with a local Association representative present.

- B. The administrator will provide notification to the bargaining unit member as to the nature of the complaint and the identity of the complainant in a timely fashion.
- C. Within a reasonable length of time, one of the following shall apply:
 - 1. The bargaining unit member shall be notified by an administrator.
 - 2. The bargaining unit member shall have an opportunity to resolve the complaint individually with the complainant.
 - 3. The bargaining unit member with the assistance and presence of the appropriate administrator shall have a conference with the complainant for the purpose of resolving the problem.

16.03 Discrimination Based Upon Union Activity

When a bargaining unit member feels that he/she has experienced discrimination due to his/her union activity, the following steps will occur:

- A. The parties agree to meet and attempt to resolve the issue at the lowest level.
- B. If the issue has still not been resolved, the member or Association may file either a grievance or an unfair labor practice charge, but may not file both.

16.04 Admission to Extra-Curricular Activities

Upon submission of a written request, a bargaining unit member may receive one (1) pass admitting two (2) persons to extracurricular events sponsored by the Board when seats remain available on the day of the event. A member receiving such free admission shall assist, when an emergency situation arises, at the event to which s/he received the free admission.

16.05 Availability of Board Policies

- A. The Board will make Board Policies available on line on the District's web site. Copies of the changed policy(s), once approved by the Board, will be e-mailed to all bargaining unit members.

- B. A bargaining unit member shall not be responsible for following and/or enforcing Board policies which have not been published on the district's web site.

16.06 Job Sharing

- A. Establishment; Continuation

There will be job sharing as to any position only as specifically agreed to in concept by the building principal and approved by the Superintendent. Approval of a job sharing arrangement for any one (1) year shall not constitute approval of such arrangement for the subsequent year.

- B. Definition

Job sharing shall be defined as two (2) individuals sharing the same job such that each has one-half (1/2) of the duties/responsibilities and one-half (1/2) of the salary/monetary benefits of the job, unless some other arrangement is approved by the Superintendent.

- C. Eligibility

1. Two (2) bargaining unit members would mutually agree to write a job share proposal for the next school year under the terms defined below.
2. A teacher from outside the bargaining unit is eligible to be considered for a job sharing opportunity with a current bargaining unit member only in the event that there are no qualified internal candidates for the position.

- D. Candidate Selection

It is the responsibility of the bargaining unit member desiring the job sharing opportunity to secure the interest of another bargaining unit member and present that person as a candidate to the administration as outlined below.

- E. Salary

1. Unless some other arrangement is approved by the Superintendent, each person in the job sharing situation is to receive one-half (1/2) of the salary he/she would have received if he/she had been employed full time in the position.
2. Advancement on the Salary Schedule shall be according to Article VIII.

F. Insurance Premiums/Benefits

Individuals participating in Job Sharing will be eligible for full benefits but will assume fifty-seven and one-half percent (57-1/2%) of the cost of the insurance premium.

G. Written Job Sharing Plan

Any two (2) teachers interested in a job sharing arrangement will submit a written job sharing plan, in accordance with administrative procedures to be followed by them, showing in detail all particulars with respect to the job sharing arrangement proposed by them including the duties to be shared by them and the manner in which all duties are to be shared, the responsibilities to be shared by them and the manner in which they are to be shared, and how they proposed to handle matters such as resignations, retirements, nonrenewals, terminations, layoffs, return rights from the job share, and similar situations which may arise in the course of or at the conclusion of the job sharing arrangement. The Superintendent will make the final decision regarding the acceptance or non-acceptance of the written job share.

ARTICLE XVII – VACANCIES AND TRANSFERS

17.01 Vacancies

A. Vacancies Defined

A vacancy in a bargaining unit position shall exist when:

1. A bargaining unit member dies;
2. A bargaining unit member resigns;
3. A bargaining unit member retires;
4. A bargaining unit member has his/her limited teaching contract non-renewed or terminated;
5. A bargaining unit member is transferred;
6. A bargaining unit member is promoted;
7. A bargaining unit member goes on leave for a full work year;
8. A new position is created within the bargaining unit.

- B. This Article shall in no way be construed to restrict reduction of the bargaining unit through attrition (i.e., a determination not to fill a vacant position) and shall not restrict the Board's right to employ a new bargaining unit member to fill an opening occurring after the start of a work year.

C. Posting of Vacancy

1. The Board shall clearly post bargaining unit and administrative vacancies on the District's web site and school e-mail. Such posting shall take place immediately upon creation of the vacancy through Board or administrative action and continue for ten (10) calendar days.
2. A vacancy that occurs during the summer (after the end of the school year and before the first teacher workday) will be posted on the District's web site. In addition, the posting will be e-mailed to all bargaining unit members at the same time as other postings.

D. Filling of Vacancy During the Summer

During the summer months, no vacancy shall be filled until same has been posted for five (5) calendar days.

E. Vacancies Filled During the Work Year

In the event of a vacancy which arises and is filled during the course of the work year by the employment of a new bargaining unit member, such position, if filled for the succeeding work year, will be re-posted in accordance with Article 17.01(C) above and the employee occupying the position is automatically non-renewed.

17.02 Voluntary Transfers

A. Application for Transfer

A bargaining unit member who desires to transfer into a vacancy or new position must make written application to the Superintendent. Such application will include the grade and/or subject to which the individual desires to be assigned and the school(s) to which he/she desires to be transferred, in order of preference.

B. Interview of Transfer Applicants

1. If a bargaining unit member applies for a vacancy or a new position in his/her current building assignment and the bargaining unit member is properly licensed for the position, an interview will be granted if the member requests an interview in writing to the Principal prior to the end of the internal posting.

2. If a member applies for a vacancy or new position in a different building, s/he will be granted an interview if the request occurs prior to the end of the internal posting, so long as the bargaining unit member is licensed for the position.
3. When feasible, transfer applicants will be interviewed prior to outside candidates.

C. Filling Voluntary Transfer Vacancies

Voluntary transfer requests will be acted upon prior to taking action in Article 17.03.

D. Reason(s) for Denial of Transfer

If a member's request for a transfer has been denied, he/she will, upon written request, receive a written explanation of the reason(s) therefore from the Superintendent or his/her designee.

17.03 Involuntary Transfer

A. Notice of Involuntary Transfer

Notice of an involuntary transfer(s) known by the Administration as of June 20 will be given or sent to the affected bargaining unit member prior to July 15. A necessary involuntary transfer(s) after June 20 will be handled on an individual basis.

B. Reason(s) for Involuntary Transfer

Before giving notice of an involuntary transfer, the Superintendent or his/her designee will contact the individual affected and afford an opportunity to discuss the proposed transfer with him/her. Upon request, the member will be given the written reason(s) for the transfer. If the Superintendent or his/her designee has been unable to contact the bargaining unit member, then notice of the transfer may be sent by electronic mail.

C. Restrictions

The Superintendent will try to avoid transferring a member who was involuntarily transferred the preceding school year, unless the member consents, and further will make reasonable efforts to avoid transferring a member who was involuntarily transferred the second or third preceding school year.

17.04 Procedure

After complying with the procedure set forth above, the authority to assign and transfer rests in the Superintendent, who may not exercise that authority in an arbitrary or capricious fashion.

17.05 Definition

For purposes of this Article, “transfer” means reassigning a bargaining unit member to a different department, grade, or building.

17.06 Philosophy

The Board and the Association agree that the assignment and transfer of bargaining unit members shall be on the basis of what is in the best interests of students. Whenever practical, the desires of the individual bargaining unit member shall also be accommodated, in accordance with the provisions above.

17.07 Opening and Closing of Buildings and Transfer of Staff

Any teacher who is required to relocate to a new building shall be granted release time of two (2) work days for time to pack, unpack and room preparation.

ARTICLE XVIII - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)

18.01 Introduction

A district-wide Local Professional Development Committee (LPDC) shall be established in accordance with Section 3319.22 of the Ohio Revised Code and the administrative rules adopted under that statute.

The responsibilities of this committee shall include, but not be limited to:

- A. Approving individual professional development plans for certificate/license renewal;
- B. Approving staff development activities;
- C. Obtaining/developing programs that will satisfy the Ohio Department of Education requirements for Professional Development Continuing Education Units (CEU's).

18.02 Compensation

Committee members shall be compensated at One Hundred Forty Dollars (\$140) per month for months that a meeting is held (in the co-curricular section).

18.03 Facilities

The Board shall provide reasonable facilities, supplies, and service to operate the LPDC.

18.04 Members

- A. The district-wide LPDC shall be comprised of seven (7) persons, four of whom shall be teachers who are selected by the Association. Each LPDC teacher member shall have a term of four (4) years. If any vacancies occur in any of the positions selected by the Association, the Association shall be responsible for selecting teachers to fill the remaining term of the vacancies.
- B. The Executive Committee of the Association has the right to replace any teacher member of the committee.

18.05 Meetings

The members of the LPDC will determine the frequency of the meetings, the dates of the meetings, and the time of the meetings to study requests, to research programs/staff development activities, and to obtain/develop programs for CEU's.

18.06 Not Evaluative

The Individual Professional Development Plan shall not be used as a part of the evaluation process.

18.07 Voting

Decisions shall be made by majority vote of the committee members present. All votes must be based on majority requirements as established by the committee.

18.08 Teachers with Permanent Certificates

All teachers with permanent certificates will not be required to complete any forms or work at the direction of the LPDC.

18.09 Appeals Procedure

- A. Upon denial of an individual professional development plan or proposal, written appeals shall be submitted to the LPDC chairperson. All written appeals will be

reviewed at the next regularly scheduled monthly meeting of the LPDC. An appeal may be presented in person.

B. If the appeal is denied, the applicant may request a terminal opinion, a binding decision rendered by a three person mediation team chosen as follows: one member chosen by the Association President, one member chosen by the Superintendent, and a member of an LPDC of a neighboring district mutually selected by the Superintendent and Association President. Members of the mediation team must hold a current Ohio Department of Education Certificate or License.

C. The decisions of the LPDC shall not be grievable.

18.10 Negotiated Agreement

The LPDC shall not have the authority to revise, change, delete or modify any article or section of this negotiated Agreement.

ARTICLE XIX – RESIDENT EDUCATOR PROGRAM

19.01 Purpose

The purpose of the Two Year Resident Educator Program is to provide a program of support and formative assessment for teachers new to the profession who hold a two (2) year resident educator license. The program is designed to enhance the teacher's skills and keep the teacher in the district. The Resident Educator Program is exclusively for licensure determination and shall not replace the negotiated employee evaluation system.

19.02 The Program

Resident educators and mentor teachers will participate in professional development and related activities as required by the Ohio Department of Education (ODE). All criteria for Resident Educator Program eligibility and responsibilities will follow R.C. 3319.223, O.A.C. 3301-24-04, and the guidelines and requirements of the Ohio Department of Education (ODE).

19.03 Responsibilities of “New to District” Mentor Teacher for a Teacher New to the District

- A. A “New to District” mentor teacher will be matched with a new teacher to the District, but not a Resident Educator Teacher, in the same building and at the same grade level/subject area when possible.
- B. He/She will not be expected to perform all duties of the mentors for Resident Educator Teachers. The District Handbook will be used as a guide and mentor

teachers are encouraged to participate in mentoring to the fullest extent they are able.

19.04 Restrictions

- A. A formative assessment plan developed for purposes of the Resident Educator Program shall not be developed or utilized as a remediation program. Contents of such assistance program shall not be used either against or in defense of a Resident Educator Teacher.
- B. No Mentor Teacher shall participate in any informal or formal evaluation of a Resident Educator Teacher, nor make, nor be requested or directed to make, any recommendation regarding the continued employment of a Resident Educator Teacher.
- C. All interaction, written or oral, between the mentoring teacher and the Resident Educator Teacher shall be confidential among mentoring teachers. Any violation of this tenet by the Mentor Teacher shall constitute grounds for immediate removal from the role as Mentor Teacher.
- D. Providing mentors to Resident Educator Teachers will be prioritized over providing mentors to new hires (not new to teaching).
- E. Article XIX is not grievable under this collective bargaining agreement.

19.05 Protections

- A. Other than a notation to the effect that a teacher has served as a Mentor Teacher, a teacher's activities as a Mentor Teacher shall not be part of that teacher's evaluation.
- B. A Resident Educator teacher shall be held harmless in the event that the employer fails to provide a mentor.
- C. Not later than six (6) weeks after the initiation of the mentoring teacher program, the Resident Educator Teacher may exercise the option to have a new consulting teacher assigned at the discretion of the Program Coordinator.
- D. Not later than six (6) weeks after the initiation of the Mentor Teacher program, the mentor teacher may exercise the option to be released from the mentoring program with no compensation.

19.06 Compensation

- A. Mentor Teachers will receive a limited contract per Resident Educator Teacher and be paid according to the supplemental salary schedule found in Appendix B.

- B. In the event there are insufficient mentors available in any given year, a bargaining unit member may serve as a Mentor Teacher to no more than two (2) Resident Educator Teachers (new teachers). Two (2) supplemental mentor contracts will be issued.

ARTICLE XX – JOB DESCRIPTIONS

20.01 Department Heads

- A. Department Heads will be for English, mathematics, science, special education, school counselor and social studies. The position requires secondary certification in the curricular area and will be posted as new supplemental positions each year. A Department Head models instructional excellence in his/her own practice. Department Heads support and help facilitate work towards meeting building and District goals.
- B. The Department Head:
1. Will coordinate grades 6-12 (K-12 for counselors).
 - a. Coordinates/guides course curriculum mapping and assessment design.
 - b. Sets student outcome goals for the Department and takes action to meet them.
 2. Has responsibilities to coordinate adoptions and purchases between buildings and develop department budgets with building administrators.
 3. Helps select and/or pilot textbooks/programs when adoptions are to be made.
 4. Attends up to two (2) regional and/or state meetings per year at Board expense.
 5. Oversees mentoring program within the department (may include classroom visits, model teaching).
 6. Will attend meetings called by the administration which deal with issues concerning the department.
 7. Conduct up to four (4) department meetings as needed.

8. May be required to attend meetings outside of the school day and year (not to exceed four meetings per year).
9. Coordinates scheduling between building principals and staff, when needed.
10. Will assist with interviewing teaching candidates, when requested.
11. Coordinates middle school and high school curricular programs. One day per month of released time will be given for this process.
12. Will be paid according to the supplemental salary schedule found in Appendix B.

20.02 Team Leaders Middle School

- A. Team Leader positions may be filled for grades six (6) through eight (8). Team Leaders at the middle school (eight (8) positions will include grade level team leaders, special education team leaders and essentials team leaders) require elementary or secondary certification. The position will be posted as new supplemental positions each school year.
- B. The team leader will:
 1. Coordinate daily team meetings.
 2. Meet with principal weekly, team notes will serve as agenda.
 3. Coordinate general supply purchasing within the team.
 4. Coordinate team activities.
 5. Coordinate intervention and discipline records.
 6. Delegate team responsibilities, as appropriate.
 7. Share team report at monthly staff meeting.
 8. Coordinate textbook inventory and end-of-the-year procedures with building principal.
 9. Coordinate team activities (up to five {5} days per school year will be given for this process).
 10. Paid per the supplemental pay table in Appendix B.

20.03 Elementary Team Leaders

- A. Elementary Team Leader positions may be filled for grades K-5. Elementary Team Leaders at the elementary require an elementary (PK-3, 1-8, K-8) or Middle Child (4-9) certification. The position will be posted as new supplemental positions each school year.
- B. The Elementary Team Leader will:
 - 1. Create agendas and schedules in coordination with the principal for team time and PLC meetings.
 - 2. Assist and/or facilitate PLC and grade level meetings.
 - 3. Meet with the principal regularly to report team progress.
 - 4. Coordinate general supply purchasing within the team.
 - 5. Coordinate Team Activities (Examples: field trips, speakers, grade-level assemblies).
 - 6. Delegate team roles and responsibilities as appropriate.
 - 7. Maintain curriculum maps and coordinate with team to keep them up to date.
 - 8. Share team report at BLT meetings at least twice per year.
 - 9. Coordinate the inventory and purchase requests of curricular resources with principals and ordering secretary.
 - 10. Coordinate team activities (up to two (2) days per school year will be given to this process).
 - 11. Will be paid according to the supplemental salary schedule found in Appendix B.

20.04 Department Coordinators

- A. General Description:

Responsible for coordination of ordering department supplies and materials, budget and clerical activities within assigned team, and work cooperatively with building principal to accomplish budgetary and ordering requirements. Department Coordinators will include foreign language, visual arts, industrial technology, physical education, career based intervention (CBI), and music.

B. Functions:

1. Coordinate ordering general textbooks, instructional materials and supplies.
2. Work with building principal maintaining records of department expenditures to assure adherence to budget limits.
3. Coordinate the collection and storage of instructional materials at the end of the school year.
4. Coordinate and maintain inventory of department equipment and supplies.
5. Coordinate distribution of department equipment and supplies.

C. Department Coordinators will be paid according to the supplemental salary schedule found in Appendix B.

20.05 Job Description Changes

Any substantial additions or substantial changes to the current job descriptions will be developed with the Association and approved by both parties before placement in Board policies.

20.06 Elementary Specials Team Lead

Elementary Specials Team Lead position may be filled for grades K-5. This position requires a multi-age license (PreK-12, K-12, K-8) for a special program offered within the building. The position will be posted as new supplemental positions each school year.

The Elementary Specials Team Lead will:

1. Coordinate with building special teachers to act as a representative at Team Leader meetings and convey relevant information back to the specials team.
2. Provide assistance and support to special teachers for building events and programs.
3. Attend meetings called by the administration which deal with issues concerning the team.
4. Assist with interviewing teaching candidates, when requested.

5. Coordinate the inventory and purchase requests of curricular resources with principals, ordering secretary and curriculum director.
6. Be paid according to the supplemental salary schedule found in Appendix B.
7. Maintain curriculum maps and coordinate with team to keep up to date.
8. Propose professional development opportunities for specials department.

ARTICLE XXI – EMPLOYMENT OF RETIREES AS TEACHERS

- 21.01 Definition of Retiree – A retiree is an individual 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.
- 21.02 A retiree may be paid up to the 15th salary step level.
- 21.03 A retiree shall receive a limited teaching contract which shall expire automatically at the end of the stated term, if the retiree receives written notice from the Superintendent on or before March 1 of the Board's intention not to offer a new limited contract for the next school year. No notice of nonrenewal or Board action is required. Continuation of the employment of a retiree through offering new limited contracts which automatically expire shall be at the election of the Board and upon recommendation of the Superintendent. The requirements of Article V regarding limited contract teachers shall not apply to retiree limited contracts. A retiree is not eligible for a continuing teaching contract, regardless of years of employment with the Board. The parties specifically waive all rights for such employees pursuant to O.R.C. §§3319.11 and 3319.111.
- 21.04 Evaluations shall be conducted at the discretion of the building principal. The decision to conduct or not conduct an evaluation shall not affect the automatic expiration of the limited contract.
- 21.05 A retiree shall accumulate and may use sick leave in accordance with Article XII of the Negotiated Agreement, but shall not be entitled to severance pay under Article VIII of the Negotiated Agreement or under law upon conclusion of employment as a retiree.
- 21.06 The retiree shall be entitled to single or family insurance coverage.
- 21.07 A retiree shall not accumulate seniority in the bargaining unit and has no right of recall in the event of a reduction in force pursuant to Article XV of the Negotiated Agreement.
- 21.08 Retirees shall be exempt from participating in the entry year/mentorship program.

ARTICLE XXII – CALAMITY DAYS

22.01 Calamity Days

- A. After schools have been closed for five (5) days in a school year due to inclement weather or other public calamity, the Superintendent has the authority to do one of the following:
 - 1. schedule make-up days for students and staff or;
 - 2. require bargaining unit members to report to work on calamity days beyond five (5) without receiving additional compensation.
- B. Teachers should plan on reporting to work beginning with the sixth (6th) calamity day unless otherwise directed by the Superintendent.
- C. Due to the Superintendent's option to schedule make-up days in A.1. above, tentative make-up days will be scheduled and included on the Board-adopted school calendar for each school year so members can plan accordingly.
- D. If the Superintendent implements option A.2. above, these calamity-day driven workdays will include no more than three (3) hours of professional development and/or group meeting time directed by the Administration. The remainder of the workday(s) will be teacher-driven pertinent to his/her teaching assignment. Members who arrive late on these days due to inclement weather will provide a flex schedule to their principal.

22.02 Calamity Day IEP Procedure

- A. If a calamity day is declared, and a teacher is willing and able to attend an IEP meeting(s) on such calamity day, and the District's administrative representative approves the IEP meeting to continue as scheduled, a teacher in attendance at such IEP meeting shall receive Thirty Dollars (\$30.00) per IEP meeting per Article VI, Section 6.06(A) of the Agreement.
- B. If an IEP meeting is scheduled on a sixth (6th) or subsequent calamity day, and a teacher is required to report to work along with the other teaching employees according to the provisions of Article XXII of the Agreement, an IEP meeting occurring on a sixth (6th) or subsequent calamity day is considered to occur "during the regular teacher workday" and no additional compensation will be granted.
- C. If on a sixth (6th) or subsequent calamity day the Superintendent directs all other teachers not to report for regular duty, teachers who are in attendance for an IEP

meeting(s) shall receive Thirty Dollars (\$30.00) for each IEP meeting per Article VI, Section 6.06(A) of the Agreement.

ARTICLE XXIII – DURATION AND RATIFICATION

23.01 Duration

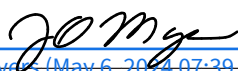
Except as otherwise specified in this Agreement the articles of this Agreement shall become effective July 1, 2024 – upon ratification of the parties and shall remain in full force and effect through and including 12:00 Midnight on June 30, 2027.

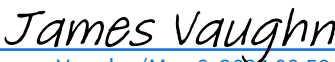
23.02 Certificate of Ratification


Ratification of the foregoing Agreement between the parties is attested to be the representatives of the parties whose signatures appear below.


CLOVERLEAF LOCAL SCHOOL
DISTRICT BOARD OF EDUCATION


CLOVERLEAF EDUCATION
ASSOCIATION

By: 
Jason Myers (May 6, 2024 07:39 EDT)
Its President

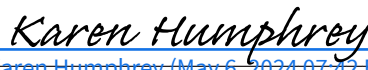
By: 
James Vaughn (May 6, 2024 08:58 EDT)
Its President

By: 
Daryl Kubilus (May 1, 2024 15:11 EDT)
Its Superintendent

By: 
Mark Rockhold (May 9, 2024 10:40 EDT)
Bargaining Team Member

By: 
Jim Hudson
Its Treasurer

By: _____
Bargaining Team Member

By: 
Karen Humphrey (May 6, 2024 07:42 EDT)
Bargaining Team Member

By: _____
Bargaining Team Member

By: _____
Bargaining Team Member

DATE _____

By: _____
Bargaining Team Member

CLOVERLEAF LOCAL SCHOOL DISTRICT**TEACHER INDEX**

Step	Index	BA + 15 Index	MA Index	MA Index	MA + 30 Index
0	1.000	1.040	1.090	1.130	1.180
1	1.040	1.080	1.140	1.180	1.230
2	1.080	1.120	1.190	1.230	1.280
3	1.120	1.160	1.240	1.280	1.330
4	1.160	1.200	1.290	1.330	1.380
5	1.200	1.250	1.340	1.380	1.430
6	1.240	1.300	1.390	1.430	1.480
7	1.295	1.355	1.455	1.495	1.530
8	1.335	1.405	1.505	1.545	1.580
9	1.375	1.455	1.555	1.595	1.630
10	1.415	1.505	1.605	1.645	1.680
11	1.455	1.555	1.655	1.695	1.730
12	1.495	1.605	1.705	1.745	1.780
13	1.535	1.655	1.755	1.795	1.830
14	1.575	1.705	1.805	1.845	1.880
15	1.615	1.755	1.855	1.895	1.930
16	1.650	1.800	1.905	1.945	1.980
17	1.650	1.850	1.955	1.995	2.030
18	1.650	1.850	2.005	2.045	2.080
22	1.680	1.880	2.055	2.095	2.130
25	1.710	1.910	2.105	2.145	2.180
27	1.740	1.940	2.155	2.195	2.230
30	1.770	1.970	2.185	2.225	2.260

CLOVERLEAF LOCAL SCHOOL DISTRICT
FY 2024-2025 TEACHER SALARY SCHEDULE
3.25% Increase

Step	Index	BA + 15 Index	MA Index	MA + 15 Index	MA + 30 Index
0	\$45,319	\$47,132	\$49,398	\$51,211	\$53,477
1	\$47,132	\$48,945	\$51,664	\$53,477	\$55,743
2	\$48,945	\$50,758	\$53,930	\$55,743	\$58,009
3	\$50,758	\$52,570	\$56,196	\$58,009	\$60,275
4	\$52,570	\$54,383	\$58,462	\$60,275	\$62,541
5	\$54,383	\$56,649	\$60,728	\$62,541	\$64,807
6	\$56,196	\$58,915	\$62,994	\$64,807	\$67,073
7	\$58,689	\$61,408	\$65,940	\$67,752	\$69,339
8	\$60,501	\$63,674	\$68,206	\$70,018	\$71,605
9	\$62,314	\$65,940	\$70,472	\$72,284	\$73,871
10	\$64,127	\$68,206	\$72,738	\$74,550	\$76,137
11	\$65,940	\$70,472	\$75,004	\$76,816	\$78,403
12	\$67,752	\$72,738	\$77,270	\$79,082	\$80,668
13	\$69,565	\$75,004	\$79,536	\$81,348	\$82,934
14	\$71,378	\$77,270	\$81,801	\$83,614	\$85,200
15	\$73,191	\$79,536	\$84,067	\$85,880	\$87,466
16	\$74,777	\$81,575	\$86,333	\$88,146	\$89,732
17	\$74,777	\$83,841	\$88,599	\$90,412	\$91,998
18	\$74,777	\$83,841	\$90,865	\$92,678	\$94,264
22	\$76,137	\$85,200	\$93,131	\$94,944	\$96,530
25	\$77,496	\$86,560	\$95,397	\$97,210	\$98,796
27	\$78,856	\$87,920	\$97,663	\$99,476	\$101,062
30	\$80,215	\$89,279	\$99,023	\$100,836	\$102,422

CLOVERLEAF LOCAL SCHOOL DISTRICT
FY 2025-2026 TEACHER SALARY SCHEDULE
3.25% Increase

Step	Index	BA + 15 Index	MA Index	MA + 15 Index	MA + 30 Index
0	\$46,792	\$48,664	\$51,004	\$52,875	\$55,215
1	\$48,664	\$50,536	\$53,343	\$55,215	\$57,554
2	\$50,536	\$52,407	\$55,683	\$57,554	\$59,894
3	\$52,407	\$54,279	\$58,022	\$59,894	\$62,234
4	\$54,279	\$56,151	\$60,362	\$62,234	\$64,573
5	\$56,151	\$58,490	\$62,702	\$64,573	\$66,913
6	\$58,022	\$60,830	\$65,041	\$66,913	\$69,253
7	\$60,596	\$63,404	\$68,083	\$69,954	\$71,592
8	\$62,468	\$65,743	\$70,422	\$72,294	\$73,932
9	\$64,339	\$68,083	\$72,762	\$74,634	\$76,271
10	\$66,211	\$70,422	\$75,102	\$76,973	\$78,611
11	\$68,083	\$72,762	\$77,441	\$79,313	\$80,951
12	\$69,954	\$75,102	\$79,781	\$81,652	\$83,290
13	\$71,826	\$77,441	\$82,120	\$83,992	\$85,630
14	\$73,698	\$79,781	\$84,460	\$86,332	\$87,969
15	\$75,570	\$82,120	\$86,800	\$88,671	\$90,309
16	\$77,207	\$84,226	\$89,139	\$91,011	\$92,649
17	\$77,207	\$86,566	\$91,479	\$93,351	\$94,988
18	\$77,207	\$86,566	\$93,818	\$95,690	\$97,328
22	\$78,611	\$87,969	\$96,158	\$98,030	\$99,668
25	\$80,015	\$89,373	\$98,498	\$100,369	\$102,007
27	\$81,419	\$90,777	\$100,837	\$102,709	\$104,347
30	\$82,822	\$92,181	\$102,241	\$104,113	\$105,751

CLOVERLEAF LOCAL SCHOOL DISTRICT
FY 2026-2027 TEACHER SALARY SCHEDULE
3.25% Increase

Step	Index	BA + 15 Index	MA Index	MA + 15 Index	MA + 30 Index
0	\$48,313	\$50,246	\$52,661	\$54,594	\$57,009
1	\$50,246	\$52,178	\$55,077	\$57,009	\$59,425
2	\$52,178	\$54,111	\$57,492	\$59,425	\$61,841
3	\$54,111	\$56,043	\$59,908	\$61,841	\$64,256
4	\$56,043	\$57,976	\$62,324	\$64,256	\$66,672
5	\$57,976	\$60,391	\$64,739	\$66,672	\$69,088
6	\$59,908	\$62,807	\$67,155	\$69,088	\$71,503
7	\$62,565	\$65,464	\$70,295	\$72,228	\$73,919
8	\$64,498	\$67,880	\$72,711	\$74,644	\$76,335
9	\$66,430	\$70,295	\$75,127	\$77,059	\$78,750
10	\$68,363	\$72,711	\$77,542	\$79,475	\$81,166
11	\$70,295	\$75,127	\$79,958	\$81,891	\$83,582
12	\$72,228	\$77,542	\$82,374	\$84,306	\$85,997
13	\$74,160	\$79,958	\$84,789	\$86,722	\$88,413
14	\$76,093	\$82,374	\$87,205	\$89,138	\$90,828
15	\$78,026	\$84,789	\$89,621	\$91,553	\$93,244
16	\$79,716	\$86,963	\$92,036	\$93,969	\$95,660
17	\$79,716	\$89,379	\$94,452	\$96,384	\$98,075
18	\$79,716	\$89,379	\$96,868	\$98,800	\$100,491
22	\$81,166	\$90,828	\$99,283	\$101,216	\$102,907
25	\$82,615	\$92,278	\$101,699	\$103,631	\$105,322
27	\$84,065	\$93,727	\$104,115	\$106,047	\$107,738
30	\$85,514	\$95,177	\$105,564	\$107,496	\$109,187

NURSE INDEX

Step	BA	BA + 15 Index	MA Index	MA + 15
0	1.000	1.010	1.020	1.030
1	1.020	1.030	1.040	1.050
2	1.040	1.050	1.060	1.070
3	1.060	1.060	1.070	1.080
4	1.080	1.090	1.100	1.110
5	1.100	1.110	1.120	1.130
6	1.120	1.130	1.140	1.150
7	1.140	1.150	1.160	1.170
8	1.160	1.170	1.180	1.190
9	1.180	1.190	1.200	1.210
10	1.200	1.210	1.220	1.230
11	1.220	1.230	1.240	1.250
12	1.240	1.250	1.260	1.270
13	1.260	1.270	1.280	1.290
14	1.280	1.290	1.300	1.310
15	1.300	1.310	1.320	1.330

CLOVERLEAF LOCAL SCHOOL DISTRICT**FY 2024-25 NURSE****3.25% Increase**

Step	BA	BA + 15 Index	MA Index	MA + 15 Index
0	\$45,319	\$45,772	\$46,226	\$46,679
1	\$46,226	\$46,679	\$47,132	\$47,585
2	\$47,132	\$47,585	\$48,038	\$48,492
3	\$48,038	\$48,038	\$48,492	\$48,945
4	\$48,945	\$49,398	\$49,851	\$50,304
5	\$49,851	\$50,304	\$50,757	\$51,211
6	\$50,757	\$51,211	\$51,664	\$52,117
7	\$51,664	\$52,117	\$52,570	\$53,023
8	\$52,570	\$53,023	\$53,477	\$53,930
9	\$53,477	\$53,930	\$54,383	\$54,836
10	\$54,383	\$54,836	\$55,289	\$55,743
11	\$55,289	\$55,743	\$56,196	\$56,649
12	\$56,196	\$56,649	\$57,102	\$57,555
13	\$57,102	\$57,555	\$58,009	\$58,462
14	\$58,009	\$58,462	\$58,915	\$59,368
15	\$58,915	\$59,368	\$59,821	\$60,274

CLOVERLEAF LOCAL SCHOOL DISTRICT**FY 2025-26 NURSE****3.25% Increase**

Step	BA	BA + 15 Index	MA Index	MA + 15 Index
0	\$46,792	\$47,260	\$47,728	\$48,196
1	\$47,728	\$48,196	\$48,664	\$49,132
2	\$48,664	\$49,132	\$49,600	\$50,067
3	\$49,600	\$49,600	\$50,067	\$50,535
4	\$50,535	\$51,003	\$51,471	\$51,939
5	\$51,471	\$51,939	\$52,407	\$52,875
6	\$52,407	\$52,875	\$53,343	\$53,811
7	\$53,343	\$53,811	\$54,279	\$54,747
8	\$54,279	\$54,747	\$55,215	\$55,683
9	\$55,215	\$55,683	\$56,150	\$56,618
10	\$56,150	\$56,618	\$57,086	\$57,554
11	\$57,086	\$57,554	\$58,022	\$58,490
12	\$58,022	\$58,490	\$58,958	\$59,426
13	\$58,958	\$59,426	\$59,894	\$60,362
14	\$59,894	\$60,362	\$60,830	\$61,298
15	\$60,830	\$61,298	\$61,765	\$62,233

CLOVERLEAF LOCAL SCHOOL DISTRICT**FY 2026-27 NURSE****3.25% Increase**

Step	BA	BA + 15 Index	MA Index	MA + 15 Index
0	\$48,313	\$48,796	\$49,279	\$49,762
1	\$49,279	\$49,762	\$50,245	\$50,728
2	\$50,245	\$50,728	\$51,212	\$51,695
3	\$51,212	\$51,212	\$51,695	\$52,178
4	\$52,178	\$52,661	\$53,144	\$53,627
5	\$53,144	\$53,627	\$54,110	\$54,593
6	\$54,110	\$54,593	\$55,077	\$55,560
7	\$55,077	\$55,560	\$56,043	\$56,526
8	\$56,043	\$56,526	\$57,009	\$57,492
9	\$57,009	\$57,492	\$57,975	\$58,458
10	\$57,975	\$58,458	\$58,942	\$59,425
11	\$58,942	\$59,425	\$59,908	\$60,391
12	\$59,908	\$60,391	\$60,874	\$61,357
13	\$60,874	\$61,357	\$61,840	\$62,323
14	\$61,840	\$62,323	\$62,807	\$63,290
15	\$62,807	\$63,290	\$63,773	\$64,256

LPN INDEX

Step	LPN	LPN BA
0	1.000	1.013
1	1.025	1.038
2	1.050	1.063
3	1.075	1.088
4	1.100	1.113
5	1.125	1.138
6	1.150	1.163
7	1.175	1.188
8	1.200	1.213
9	1.225	1.238
10	1.250	1.263
11	1.275	1.288
12	1.300	1.313
13	1.325	1.338
14	1.350	1.363
15	1.375	1.388

CLOVERLEAF LOCAL SCHOOL DISTRICT**FY 2024-25 LPN****3.25% Increase**

Step	Index	BA + 15 Index
0	\$23.19	\$23.48
1	\$23.76	\$24.05
2	\$24.34	\$24.63
3	\$24.92	\$25.21
4	\$25.50	\$25.79
5	\$26.08	\$26.37
6	\$26.66	\$26.95
7	\$27.24	\$27.53
8	\$27.82	\$28.11
9	\$28.40	\$28.69
10	\$28.98	\$29.27
11	\$29.56	\$29.85
12	\$30.14	\$30.43
13	\$30.72	\$31.01
14	\$31.30	\$31.59
15	\$31.88	\$32.17

CLOVERLEAF LOCAL SCHOOL DISTRICT
FY 2025-26 LPN
3.25% Increase

Step	Index	BA + 15 Index
0	\$23.94	\$24.24
1	\$24.54	\$24.84
2	\$25.14	\$25.44
3	\$25.73	\$26.03
4	\$26.33	\$26.63
5	\$26.93	\$27.23
6	\$27.53	\$27.83
7	\$28.13	\$28.43
8	\$28.73	\$29.03
9	\$29.33	\$29.62
10	\$29.92	\$30.22
11	\$30.52	\$30.82
12	\$31.12	\$31.42
13	\$31.72	\$32.02
14	\$32.32	\$32.62
15	\$32.92	\$33.22

CLOVERLEAF LOCAL SCHOOL DISTRICT**FY 2026-27 LPN****3.25% Increase**

Step	Index	BA + 15 Index
0	\$24.72	\$25.03
1	\$25.33	\$25.64
2	\$25.95	\$26.26
3	\$26.57	\$26.88
4	\$27.19	\$27.50
5	\$27.81	\$28.12
6	\$28.42	\$28.73
7	\$29.04	\$29.35
8	\$29.66	\$29.97
9	\$30.28	\$30.59
10	\$30.90	\$31.21
11	\$31.51	\$31.82
12	\$32.13	\$32.44
13	\$32.75	\$33.06
14	\$33.37	\$33.68
15	\$33.99	\$34.29

APPENDIX B

CLOVERLEAF LOCAL SCHOOL DISTRICT SUPPLEMENTAL SALARY SCHEDULE

(Figures indicate percent of BA-0 Base Salary
in effect as of September 1 of each year)

ATHLETICS	<i>(Italics denotes prior title)</i>	0-2	3-5	6-9	10+
Baseball	Varsity	15	16	17	18
Baseball	Varsity Assistant	10	11	12	13
Baseball	JV	10	11	12	13
Baseball	JV Assistant	8.5	9.5	10.5	11.5
Baseball	Assistant I/Head 9 th Grade	8.5	9.5	10.5	11.5
Basketball (Boys)	Varsity	17	18	19	20
Basketball (Boys)	Varsity Assistant	11	12	13	14
Basketball (Boys)	JV	11	12	13	14
Basketball (Boys)	Assistant I/Head 9 th Grade	9.5	10.5	11.5	12.5
Basketball (Boys)	Head 8 th Grade	8	9	10	11
Basketball (Boys)	Head 7 th Grade	8	9	10	11
Basketball (Girls)	Varsity	17	18	19	20
Basketball (Girls)	Varsity Assistant	11	12	13	14
Basketball (Girls)	JV	11	12	13	14
Basketball (Girls)	Assistant I/Head 9 th Grade	9.5	10.5	11.5	12.5
Basketball (Girls)	Head 8 th Grade	8	9	10	11
Basketball (Girls)	Head 7 th Grade	8	9	10	11
Bowling	Varsity Assistant	6.5	7.5	8.5	9.5
Bowling (Dual)	Varsity	11	12	13	14
Cheerleader	High School Football	6.5	7.5	8.5	9.5
Cheerleader	High School Basketball	6.5	7.5	8.5	9.5
Cheerleader	Cheer Football Assistant <i>(9th Grade Football)</i>	3.25	3.75	4.25	4.75
Cheerleader	Cheer Basketball Assistant <i>(9th Grade Basketball)</i>	3.25	3.75	4.25	4.75
Cheerleader	Cheer Middle School Football <i>(8th Grade Football)</i>	3.25	3.75	4.25	4.75
Cheerleader	Cheer Middle School Basketball <i>(8th Grade Basketball)</i>	3.25	3.75	4.25	4.75
Cross Country	Dual (Boys and Girls)	15	16	17	18
Cross Country	Girls	11	12	13	14
Cross Country	Boys	11	12	13	14
Cross Country	Assistant	10	11	12	13
Cross Country	7 th and 8 th Grade	8	9	10	11
Faculty Manager	High School	13	14	15	16
Faculty Manager	Middle School	11	12	13	14
Football	Varsity	19	20	21	22
Football	Varsity Assistant	11	12	13	14
Football	Assistant I/Head 9 th Grade	10.5	11.5	12.5	13.5
Football	Middle School Head Coach <i>(Head 8th Grade)</i>	10.5	11.5	12.5	13.5
Football	Middle School Assistant	8	9	10	11
Football	Assistant II <i>(Assistant 9th Grade)</i>	8	9	10	11
Football	Middle School Assistant <i>(Assistant 8th Grade)</i>	8	9	10	11
Golf	Varsity Girls	11	12	13	14
Golf	Varsity Boys	11	12	13	14
Golf	Varsity Assistant	6.5	7.5	8.5	9.5
Gymnastics (Girls)	Varsity	11	12	13	14
Gymnastics (Girls)	Varsity Assistant	6.5	7.5	8.5	9.5
Soccer	Varsity Girls	15	16	17	18

Soccer	Varsity Boys	15	16	17	18
Soccer	Varsity Assistant Boys	10	11	12	13
Soccer	Varsity Assistant Girls	10	11	12	13
Soccer	JV Boys	10	11	12	13
Soccer	JV Girls	10	11	12	13
Softball	Varsity	15	16	17	18
Softball	Varsity Assistant	10	11	12	13

ATHLETICS	<i>(Italics denotes prior title)</i>	0-2	3-5	6-9	10+
Softball	JV	10	11	12	13
Softball	JV Assistant	8.5	9.5	10.5	11.5
Softball	Assistant I/Head 9 th Grade	8.5	9.5	10.5	11.5
Swimming	Varsity	11	12	13	14
Swimming	Varsity Assistant	6.5	7.5	8.5	9.5
Tennis (Boys)	Varsity	11	12	13	14
Tennis (Boys)	JV (20 total participants)	6.5	7.5	8.5	9.5
Tennis (Girls)	Varsity	11	12	13	14
Tennis (Girls)	JV (20 total participants)	6.5	7.5	8.5	9.5
Track	Dual (Boys and Girls)	15	16	17	18
Track	Varsity Girls	12	13	14	15
Track	Varsity Boys	12	13	14	15
Track	Varsity Assistant Girls	10	11	12	13
Track	Varsity Assistant Boys	10	11	12	13
Track	Varsity Assistant (Boys and Girls)	10	11	12	13
Track	Middle School Girls Head Coach (<i>Head 8th Grade Girls</i>)	8	9	10	11
Track	Middle School Boys Head Coach (<i>Head 8th Grade Boys</i>)	8	9	10	11
Track	Middle School Girls Assistant (<i>Assistant 8th Grade Girls</i>)	6.5	7.5	8.5	9.5
Track	Middle School Boys Assistant (<i>Assistant 8th Grade Boys</i>)	6.5	7.5	8.5	9.5
Track	Head Indoor Track	1.25	1.5	1.75	2
Volleyball	Varsity	15	16	17	18
Volleyball	Varsity Assistant	10	11	12	13
Volleyball	JV	10	11	12	13
Volleyball	Assistant I/Head 9 th Grade	8.5	9.5	10.5	11.5
Volleyball	Head 8 th Grade	8	9	10	11
Volleyball	Head 7 th Grade	8	9	10	11
Wrestling	Varsity Dual (Boys and Girls)	18	19	20	21
Wrestling	Varsity	17	18	19	20
Wrestling	Varsity Assistant Boys	11	12	13	14
Wrestling	Varsity Assistant Girls	11	12	13	14
Wrestling	JV	11	12	13	14
Wrestling	Assistant I/Head 9 th Grade	9.5	10.5	11.5	12.5
Wrestling	Head 7/8 th Grade	8	9	10	11
Wrestling	Assistant 7/8 th Grade	6.5	7.5	8.5	9.5

NON-ATHLETIC	<i>(Italics denotes prior title)</i>	0-2	3-5	6+
Article 19	Lead Mentor Teacher	6	7	8
Article 19	Resident Educator Mentor	4	4.5	5
Article 19	Experienced New-to-District Teacher Mentor	1	1	1
Article 20	Department Head	9	9	9
Article 20-Middle School	Middle School Team Leader (<i>Team Leader</i>)	6	6	6
Article 20-Elementary School	Elementary Team Leader (<i>Grade Level Leader</i>)	6	6	6
Article 20-Elementary School	Elementary Specials Team Leader	3	3	3
Combined-All Schools	Ski Club	5	6	7
Elementary School	PBIS Elementary Lead	4	4	4

Elementary School	Building Head Teacher Cloverleaf Elementary (3-5)	2	2	2
Elementary School	Building Head Teacher Cloverleaf Elementary (K-2)	2	2	2
Elementary School	Cloverleaf Elementary Student Ambassador (<i>Student Council Element</i>)	2	2.5	3
Elementary School	Elementary Music Director	1.5	1.75	2
Elementary School	Elementary Music Director	1.5	1.75	2
Elementary School	Newspaper (Elementary)	1.5	1.75	2
Elementary School	Outdoor Educator	0.4	0.4	0.4
Fine Arts-Art	Director of Arts Expo	1	1.5	2
Fine Arts-Drama	Director of Musical	4	4.5	5
Fine Arts-Drama	Drama Fall Production	4	4.5	5
Fine Arts-Drama	Music Director of Musical	3	3.5	4

NON-ATHLETIC (<i>Italics denotes prior title</i>)		0-2	3-5	6+
Fine Arts-Drama	Drama - Three (3) One Act Plays	2	2.5	3
Fine Arts-Drama	Choreographer of Musical (<i>Technical Director of Musical</i>)	2	2.5	3
Fine Arts-Drama	Director of Set Design for Musical	2	2.5	3
Fine Arts-Drama	Theatricalian of Thespian Advisor	1.5	1.75	2
Fine Arts-Music	Marching Band (High School)	20	21	22
Fine Arts-Music	High School Choir Director	14	15	16
Fine Arts-Music	Marching Band (Assistant)	10	11	12
Fine Arts-Music	Middle School Choir Director	6	7	8
Fine Arts-Music	Middle School Music (Band) Director	6	7	8
Fine Arts-Music	Band Instructional Assistant II	5	5.5	6
Fine Arts-Music	Band Instructional Assistant II	5	5.5	6
Fine Arts-Music	Band Instructional Assistant II	5	5.5	6
Fine Arts-Music	Band Instructional Assistant II	5	5.5	6
Fine Arts-Music	Band Instructional Assistant I	3	3.5	4
Fine Arts-Music	Band Instructional Assistant I	3	3.5	4
Fine Arts-Music	Pep Band	2	2	2
High School	Quiz Bowl HS Advisor	8	9	10
High School	Student Council (High School)	8	9	10
High School	Junior/Senior Class Advisor	5	6	7
High School	Robotics	4	4.5	5
High School	PBIS High School Lead	4	4	4
High School	Yearbook Sr. High	4	4.5	5
High School	Freshman/Sophomore Class Advisor	3	3.5	4
High School	National Honor Society Advisor	3	3.5	4
High School	Newspaper (High School)	3	3.5	4
High School	Building Head Teacher High School	2	2	2
High School	Student Leadership	2	2.5	3
High School	Key Club Advisor	2	2.5	3
High School	World Languages Advisor	2	2.5	3
High School	Drama Children's Theater	1.5	1.75	2
High School	Junior Achievement	1.5	1.75	2
High School	Creative Writing Club (High School)	1.5	1.75	2
High School	Teen Institute (High School)	1.5	1.75	2
High School	First Day Coordinator-Freshman	1	1.5	2
Middle School	PBIS Middle School Lead	4	4	4
Middle School	Quiz Bowl MS Advisor	4	4.5	5
Middle School	Emerald Key Club	3	3.5	4
Middle School	Student Council (Middle School)	3	3.5	4
Middle School	Building Head Teacher Middle School	2	2	2
Middle School	Newspaper (Middle School)	1.5	1.75	2
Middle School	Drama Club (Middle School)	1.5	1.75	2

Middle School	Creative Writing Club (Middle School)	1.5	1.75	2
Middle School	Teen Institute (Middle School)	1.5	1.75	2
Middle School	Yearbook – Middle School	1.5	1.75	2
Middle School	First Day Coordinator-6th Grade	1	1.5	2
Colt Club	Hourly rate	\$28	\$28	\$28
College Credit Plus Instructors	(.0227 of BA 0)	.0227 of BA 0	.0227 of BA 0	.0227 of BA 0
Department Coordinator	Foreign Language Department	\$750.00	\$750.00	\$750.00
Department Coordinator	Art Department Coordinator	\$750.00	\$750.00	\$750.00
Department Coordinator	Industrial Tech Coordinator	\$750.00	\$750.00	\$750.00
Department Coordinator	Physical Education Coordinator	\$750.00	\$750.00	\$750.00
Department Coordinator	CBI Coordinator	\$750.00	\$750.00	\$750.00
Department Coordinator	Music Department Coordinator	\$750.00	\$750.00	\$750.00
LPDC	Each month a meeting is held	\$140.00	\$140.00	\$140.00
BLT	per meeting up to 9 meetings per year scheduled outside the school day	\$55.00	\$55.00	\$55.00
DLT	per meeting up to 9 meetings per year scheduled outside the school day	\$55.00	\$55.00	\$55.00

Intramurals – The Board shall create Intramural positions as deemed appropriate.

Each position shall be paid according to the following schedules:

All positions shall be paid at the rate of minimum wage.

The duties and time limits of each position shall be determined prior to the beginning of each event or program.

Teacher Professional Organization Stipends

CEA President	\$2,000.00
CEA President-Elect	\$1,000.00
CEA Secretary	\$1,000.00
CEA Treasurer	\$1,500.00
CEA Apprentice	\$500.00
CEA Apprentice	\$500.00

The above are reimbursed by the local Association.

Advancement

Years of experience can be carried from one position to any other position within the same sport or activity with the exception that no experience will be used toward the high school head position.

The Superintendent may grant years of experience to individuals from whom another school district coached/advised in a similar position.

No coach or advisor will receive less money when advancing a position with a sport or activity.

CLOVERLEAF LOCAL SCHOOL DISTRICT

GRIEVANCE PROCEDURE FORM

Aggrieved Person, Persons, and/or C.E.A. _____

Address _____ Phone _____

School _____ Principal _____

Date Grievance Occurred _____

Date of Formal Filing _____

Person or Persons to whom Grievance is Directed _____

Initiated on Level _____

Statement of Grievance:

What part of the definition of grievance (Article IV – Section 4.100) is violated? Set forth by numerical notation and/or language that part of the Contract allegedly violated or in dispute.

Action Requested:

Have you discussed this with your immediate supervisor? Yes____ No____
If, YES, what action has been taken so far?

Use back or attachments as necessary.

CLOVERLEAF LOCAL SCHOOL DISTRICT

GRIEVANCE DECISIONS FORM

Level II (Formal) DECISION

Date_____ Signature_____

Administrative Representative

Signature_____

Grievant and/or Association Representative

Level III (Formal) DECISION

Date_____ Signature_____

Administrative Representative

Signature_____

Grievant and/or Association Representative

Level IV (Formal) DECISION

Date_____ Signature_____

Administrative Representative

Signature_____

Grievant and/or Association Representative

Where decision requires additional space, attach pages as necessary.

CLOVERLEAF LOCAL SCHOOL DISTRICT

ASSAULT LEAVE FORM

To be completed and sent to the Superintendent upon request. In case of an absence extending beyond five (5) days, the form shall be accompanied by a doctor's statement verifying the need for being absent from duty.

Name _____

Date(s) of Absence _____ No. of Days _____

Describe briefly the conditions surrounding the absence:

Signature _____

APPENDIX E-1

Cloverleaf Evaluation Form:

Name:

Position:

School:

Evaluator:

Dates:

Preconference:

Observation(s):

Evaluation Date:

Conference Date:

This evaluation is based upon the most recent classroom visitation, daily observations, and general professional performance of the employee. Please indicate N/A or leave blank if not applicable. During the pre conference the employee may inquire about any specific areas of the rubric for clarification.

<i>Instructional Skills</i>	<i>Standard Ratings</i>			
	<i>Accomplished</i>	<i>Skilled</i>	<i>Developing</i>	<i>Ineffective</i>
I-1 Demonstrates current and accurate knowledge in their area of expertise to support staff and students.				
I-2				
I-3 Uses materials, technology, and resources to accomplish district/building goals that support best practices.				
I-4 Supports staff to link current content with related learning experiences, other subject areas, and real world experiences.				
I-5 Communicates effectively with students, staff, administration, community and parents to improve student instruction and performance.				
I-6 Models and or supports instructional strategies that promote student learning.				
I-7 Models and or supports learning opportunities for individual differences.				
<i>Comments:</i>				

<i>Assessment Skills</i>	<i>Standard Ratings</i>			
	<i>Accomplished</i>	<i>Skilled</i>	<i>Developing</i>	<i>Ineffective</i>
A-1 Assists and collaborates with staff through professional development and data analysis with a variety of ongoing and culminating assessments to measure student performance.				
A-2 Provides ongoing and timely feedback to staff to encourage student progress.				

APPENDIX E-1

A-3 Provides professional development and models the use of assessment results to make both daily and long-range instructional decisions.				
<i>Comments:</i>				

<i>Working/Learning Environment Skills</i>	<i>Standard Ratings</i>			
	<i>Accomplished</i>	<i>Skilled</i>	<i>Developing</i>	<i>Ineffective</i>
E-1 Models a positive attitude while building rapport with staff in order to help create a positive learning environment.				
E-2 Demonstrates and models respect toward students and others, while collaborating and actively listening.				
E-3 Creates an organized working environment in order to effectively support the goals and needs of staff.				
E-4 Communicates and maintains open communication with staff in regards to their area of expertise.				
<i>Comments:</i>				

<i>Professionalism</i>	<i>Standard Ratings</i>			
	<i>Accomplished</i>	<i>Skilled</i>	<i>Developing</i>	<i>Ineffective</i>
P-1 Demonstrates instructional leadership and professionalism.				
P-2 Participates in an ongoing process of professional development keeping updated on the most current researched based practices and laws.				
P-3 Contributes to the overall school climate by supporting school goals.				
P-4 Initiates and maintains timely communication with parents/guardians, colleagues and/or administrators concerning student progress or problems.				
<i>Comments:</i>				

Statement of Future Objectives

The following objectives were agreed upon by teacher and evaluator to be accomplished prior to the dates specified:

APPENDIX E-1

Specific recommendations for assistance in achieving the above objectives may include but are not limited to the following:

Note:
White copy to Principal’s office
Pink copy to Educator
Yellow copy to Superintendent’s office

Evaluator’s Signature

Educator’s Signature as evidence of having
read contents of the overview

Assessment of Teacher Performance

Ohio Teacher Evaluation System

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</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.

<i>data, lesson plans, student surveys, common assessments</i>	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 input and contributions of families, colleagues and/or other professionals to understand each student's prior knowledge while supporting the student's development.
	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.

<p>KNOWLEDGE OF STUDENTS (Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication)</p> <p><i>Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys</i></p>	<p>Planning instruction for the whole child</p> <p>Element 1.2 Element 1.4 Element 1.5 Element 4.2 Element 4.4 Element 6.4</p>	<p>The teacher's instructional plan makes no connections to and the teacher is not familiar with student experiences, culture, developmental characteristics or backgrounds.</p>	<p>The teacher's instructional plan makes minimal connections to student experiences, culture, developmental characteristics or student backgrounds.</p>	<p>The teacher's instructional plan reflects connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, talents, backgrounds, skills, language proficiency and interests.</p>	<p>The teacher's instructional plan reflects consistent 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.</p>
---	--	--	--	--	---

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, post-conference, formal observation, classroom walk-throughs/informal observations, peer review</i>	Communication with students Element 2.2 Element 4.3 Element 4.6 Element 6.1	<p>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.</p> <p>The teacher does not demonstrate content knowledge by using content-specific, developmentally appropriate language or content-specific strategies. There is no student engagement.</p> <p>The teacher does not give students feedback.</p>	<p>The teacher inconsistently communicates learning goals, expectations for mastery and models of exemplary performance to students. There is limited use of differentiated learning goals.</p> <p>The teacher demonstrates some content knowledge by using limited content-specific, developmentally appropriate language and limited content-specific strategies. Students 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>The teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to students.</p> <p>The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and 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>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.</p> <p>The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The 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>

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	Components				
		Ineffective	Developing	Skilled	Accomplished
LESSON DELIVERY <i>(continued)</i>	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.
	Student-centered learning Element 3.5 Element 4.5 Element 4.6 Element 5.3 Element 5.4	<p>Learning is entirely teacher directed. Students are not participating in learning activities.</p> <p>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.</p>	<p>Learning is primarily teacher directed. Students participate in whole class learning activities.</p> <p>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>	<p>Learning is a balance between teacher-directed instruction and student-directed interaction as students apply their 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>Learning is primarily self-directed with the teacher in the role of facilitator encouraging students to apply their knowledge and skills as 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>

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	Components	Ineffective	Developing	Skilled	Accomplished
CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment) <i>Possible Sources of Evidence:</i> <i>pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review, student surveys</i>	Classroom routines and procedures Element 5.5	The teacher has not established routines and procedures. Effective transitions are not evident, resulting in a significant loss of instructional time and frequent off-task behavior.	The teacher establishes routines and procedures but uses them inconsistently. Transitions are sometimes ineffective, resulting in a loss of instructional time. Off-task behavior is sometimes evident. The teacher makes decisions about classroom operations.	The teacher consistently uses routines, procedures and transitions that effectively maximize instructional time. On-task behavior is evident. Students assume appropriate levels of responsibility for effective operation of the classroom.	The teacher and students have collaboratively established consistent use of routines, procedures and transitions that are effective in maximizing instructional time. On-task behavior is evident and ensured by students. Students initiate responsibility for effective operation of the classroom.
	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
ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment) <i>Possible Sources of Evidence: pre-conference, formal observation, classroom walk-throughs/informal observations, assessments, student portfolios, post-conference</i>	Use of assessments Element 3.1 Element 3.2 Element 3.3 Element 3.4	<p>The teacher does not use varied assessments.</p> <p>The teacher fails to analyze data and makes little or no attempt to modify instruction to meet student needs.</p> <p>The teacher does not share evidence of student learning with students.</p>	<p>The teacher makes limited use of varied assessments.</p> <p>The teacher attempts to analyze data and modify instruction, though the modifications do not meet student needs.</p> <p>The teacher shares evidence of student learning with students.</p>	<p>The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments.</p> <p>The teacher analyzes patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet the needs of groups of students.</p> <p>The teacher shares evidence of student learning with parents and students to plan instruction to meet student needs.</p>	<p>The teacher intentionally and strategically selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher offers differentiated assessment choices to meet the full range of student needs.</p> <p>The teacher analyzes data trends and patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet individual student needs.</p> <p>The teacher shares evidence of student learning with colleagues, parents and students to collaboratively plan instruction to meet individual student needs.</p>
	Evidence of student learning Element 1.3	<p>The teacher's assessment data demonstrates no evidence of growth and/or achievement over time for most students.</p>	<p>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.</p>	<p>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.</p>	<p>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.</p>

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.
	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 professional practice.	The teacher effectively communicates and collaborates with colleagues to examine instructional practice and analyze patterns in student work and student data to identify and implement targeted strategies for improving professional practice.	The teacher initiates effective communication and collaboration with colleagues outside the classroom, resulting in improvements in student learning, individual practice, school practice and/or the teaching profession.
	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.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	Components				
		Ineffective	Developing	Skilled	Accomplished
	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 practices.

High-Quality Student Data Verification Form

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

**Cloverleaf Local Schools
School Nurse Evaluation Performance Rubric**

Name of School Nurse: _____

A. Indirect Care					
	Sources	Ineffective	Developing	Skilled	Accomplished
Organizes physical space	Review of medication administration records, medicine cabinet, clinic	Nurse's office is in disarray or is inappropriate to the planned activities. Medications are not stored properly. Supplies are not organized.	Nurse's attempts to create a well-organized physical environment are partially successful. Medications and supplies are stored properly but are difficult to find.	Nurse's office is well organized and appropriate to the planned activities. Medications are stored properly and are well organized. Maintains current inventory of clinic supplies	Nurse's office is efficiently organized and is appropriate for the planned activities. Medications are stored properly and are well organized. Maintains current inventory of clinic supplies. Reorders supplies as necessary.
Demonstrates knowledge of child and adolescent development	Appropriate communication to child's age, inclusion in age appropriate care tasks, etc.	Nurse demonstrates little knowledge of child and adolescent development. Speaks to student inappropriately. Includes them in tasks that are inappropriate for their age.	Demonstrates partial knowledge of child and adolescent development as shown by inappropriate communication according to age but lacks motivation to have student involved in age appropriate care tasks.	Nurse displays accurate understanding of typical developmental characteristics of age group as well as exceptions to this pattern as shown by appropriate communication and inclusion in care tasks.	Nurse displays accurate understanding and knowledge of typical developmental characteristics of age groups, exceptions to this pattern and communicates effectively with students of all ages. Nurse includes and encourages all students to participate in self-care as age appropriate.

Maintains health records	Review of digital clinic visit entries, V/H data, immunizations, health alerts	Nurse's reports and records are inaccurate or missing. No working knowledge of technology used by district as shown by inability to enter clinic visit into digital health log. V/H results, immunizations records, or search SIF.	Nurse maintains records but records are incomplete. Lacks knowledge or technology used by district as evidenced by inability to run reports or locate student medical data.	Maintains accurate, complete, and correct records as shown by reviewing clinic visits in digital health log, V/H results, immunizations records or search SIF. Assumes responsibility of maintaining up to date knowledge of technology used by district.	Approach to record keeping is systematic and efficient and serves as a role model for colleagues. Aware of district regulations and laws. Has current knowledge of technology and seeks opportunity to align medical needs/data. Maintains accurate and complete health related records.
Time management and Flexibility	Prioritizes student needs according to urgency, timely in recording visits, calm and pleasant demeanor during interruptions.	Ineffectively manages time. Unable to organize the workload to meet demands, schedules and deadlines. Reacts negatively to interruptions and changing conditions.	Effectively manages time and organizes the workload to meet demands, schedules and deadlines. Easily overwhelmed by interruptions and changing conditions. Lacks knowledge or prioritizing student needs.	Effectively manages time and organizes the workload to meet demands, schedules and deadlines. Reacts productively to interruptions and changing conditions by adequately prioritizing student needs.	Time management and organizational techniques serve as role model for others. Is able to successfully juggle all interruptions. Adapts well to changing needs and conditions during the work day. Prioritizes student/administrative needs effectively.

B. Planning and Implementation					
	Sources	Ineffective	Developing	Skilled	Accomplished
Participates in group goal setting at meetings	Observation, staff and parent reports	Nurse offers input for the nursing program	Nurse participates in information of ideas but lacks follow through for implementing ideas.	Nurse's goals are clear and appropriate to the school situation and the age of the student. Nurse implements designed goals.	Nurse's goals are highly appropriate to the school situation, the age of the student and have been developed with consultations from students, parents, and colleagues. Nurse implement goals and evaluates for effectiveness.
Student safety	Health Alert List, current digital health alerts, posters accessible to staff, documented contact with parent, student, physician	Does not maintain a medical alert list for the school. Does not initiate health services for students in need.	Medical alert list for the school population is out of date. Nurse lacks initiative to implement health services as shown by not contacting parents or staff regarding health issues.	Assumes an independent role in initiating school health services. Maintains an up to date medical alert list for the school population. Contacts parents regarding health issues.	Monitors school environment and take proactive approach to ensure student safety. Maintains current medical alert list for the school population. Strengthens the educational process by modifying or removing health-related barriers to learning.

C. Leadership/Advocacy					
	Sources	Ineffective	Developing	Skilled	Accomplished
Demonstrating knowledge of government, community, and district regulations and resources	Is knowledgeable regarding resources, able to locate resources, mandated reporter for abuse, etc.	Nurse demonstrates little or no knowledge of governmental regulations and resources available for students. Unaware of responsibility to report suspected child abuse.	Nurse demonstrates awareness of governmental regulations and resources available for students, but lacks broad knowledge of resources available. Aware of responsibility to report suspected child abuse as required.	Nurse demonstrates awareness of governmental regulations and school resources available for students, and some knowledge of external resources available. Reports evidence of suspected child abuse as required by law.	Nurse demonstrates extensive awareness of governmental regulations and both school and external resources available for students. Identifies and initiate referrals to appropriate health, community, and social service agencies and acts as a liaison for students, families and staff.
Establishing a culture for health and wellness	Maintains current immunizations exemption list, knowledgeable re: exclusion as recommended by communicable disease chart, participation in crisis team, provides training for emergency needs	Nurse attempts to establish a culture of health and wellness in the school. Unaware of communicable disease control programs. Nurse is not involved in emergency planning process.	Nurse attempts to promote a culture of health and wellness in the school and is partially successful. Minimal awareness of communicable disease control programs. Lacks input for emergency planning. Care plans do not address emergency response of staff.	Nurse successfully promotes a culture of health and wellness in the school. Participates in and advises on district health and emergency planning. Assists in disease control programs by enforcing state immunization laws, screening for lice and communicable diseases. Communicates with administrators re: emergency needs/trainings of potential emergency situations.	The culture in the school promotes health and wellness and is maintained by teachers/students and guided by the nurse. Participates in and advises on district health and emergency planning. Upholds standards regarding communicable diseases and necessary school exclusion. Identifies potential emergency situations at school and assures necessary staff is trained in managing these situations.

D. Direct Care					
	Sources	Ineffective	Developing	Skilled	Accomplished
Creating an environment of respect and rapport	Observation of student/nurse interaction, staff/parent reports	Nurse's interactions with at least some students, parents or staff are negative or inappropriate.	Nurse's interactions with students, parent or staff are a mix of positive and negative.	Nurse's interactions with students, parents or staff are positive and respectful.	Students, parent and staff seek out the nurse with a high degree of comfort and trust in the relationship.
Assessing students' needs	Detailed documentation and assessment, effective IHCP in place	Nurse does not assess student needs or the assessments result in inaccurate conclusions. Nurse is incompetent in techniques and knowledge. Does not recognize situations when students cannot be left unattended.	Nurse's assessments of the students' needs are basic. Nurse lacks in skill, knowledge and nursing technique. Unable to recognize all situations when students cannot be left unattended.	Nurse assesses students' needs and knows the range of student needs within the school. Informs parent of illness/injury. Demonstrates skill and knowledge in nursing techniques, and performs skilled nursing in a safe, competent and efficient manner. Recognizes situations when students cannot be left unattended.	Nurse conducts detailed and individualized assessments of student needs to contribute to program planning. Monitors behaviors/needs and does not leave students unsupervised. Experienced and skillful in nursing practice. Accurate assessments always lead to appropriate outcomes.
Student screenings	Accurate and timely screening dates, documentation and follow up	Nurse does not conduct health related screenings such as immunization review, vision and hearing screening based on grade level, referrals, and new to the district students. Does not implement appropriate follow up.	Conducts health related screenings such as immunization review, vision and hearing screening based on grade level, referrals, and new to the district students. Lacks appropriate follow up.	Conducts health related screenings such as immunization review, vision and hearing screening based on grade level, referrals, and new to the district students. Implements appropriate follow up.	Conducts health related screenings such as immunization review, vision and hearing screening based on grade level, referrals, and new to the district students. Implements appropriate follow up. Meets deadlines as outlined by ODH regulations.

D. Direct Care					
	Sources	Ineffective	Developing	Skilled	Accomplished
Administering medications to students	Complete, correct orders on file, documentation of medication administration, knowledge of Board Policy.	Medications are administered with no regard to state or district policies.	Medications are administered as directed by physician but forms are not properly completed and/or stored.	Medications are administered as directed by physician and forms are properly completed and stored.	Medications are administered as directed and forms are properly completed and stored. Nurse is knowledgeable regarding district policy and federal and state guidelines.
Medication compliance	Review of medication administration records (MAR)	Nurse encourages dependence in medication administration.	Nurse encourages students to take active role in medication compliance but suggestions are not appropriate.	Nurse encourages students to take active role in medication compliance. Suggestions are age appropriate.	Nurse encourages students to take active role in medication compliance. Assists each student to achieve optimal health as shown by decreased absenteeism and decreased missed instructional time.

E. Comprehensive School Nurse Program					
	Sources	Ineffective	Developing	Skilled	Accomplished
Individualized Health Care Plan (IHCP)	Organized storage and access of Health Care Plans, permits access of health records only to appropriate staff.	The nurse does not understand the concept of an individualized health care plan.	The nurse does understand the concept of an individualized health care plan but has not developed one. Allows all staff access to IHCPs.	The nurse plans and implements comprehensive IHCP. Compiles data from student, parents and medical professionals. Limits access to IHCP to appropriate staff.	The nurse plans and implements a balanced, comprehensive, IHCP that includes strategies to maximize health at school. Compiles data from student, parents and medical professional. IHCP addresses potential emergency situations and appropriate response. Consistently safeguards student privacy.
Gathering data	Review of digital health alerts, SIF, previous records	The nurse does not use information to determine the need for an individual health plan.	The nurse attempts to use information to determine need for IHCP but is not completely successful with aligning the plan with standards of best practice.	The nurse uses medical information to determine school plan appropriate to students needs and within district policy.	The nurse continually uses data to evaluate the effectiveness of the IHCP and realigns the interventions as needed.
Collaborating	Documentation of discussion RE gathering health information, signatures on care plans as needed.	The nurse does not discuss health needs with parents, physicians, administrators.	The nurse discusses health concerns with administrators, parents and physician.	The nurse discusses the comprehensive IHCP with parent, physician and administrator to ensure it meets the health needs of the student within the school environment.	The nurse discusses the comprehensive IHCP with parent, physician, and administrators to ensure it meets the health, personal and developmental needs of the student.

F. Professional Responsibility and Growth					
	Sources	Ineffective	Developing	Skilled	Accomplished
Engaging in professional development	Maintains CNEs according to licensing requirements, and relevant to school nursing.	Nurse does not participate in professional development activities, even when clearly needed for development or skills.	Nurse's participation in professional development is limited to those that are convenient or are required.	Nurse seeks out opportunities for professional development based on individual assessment of skills needed.	Nurse actively pursues professional development opportunities and makes substantial contribution to the profession through such activities as offering workshops to colleagues.
Reflecting on practice	Availability or lack of nursing documentation, able to verbalize areas that need improvement	Nurse does not reflect on practice or the reflections are inaccurate or self-serving. Nurse does not accept responsibility for personal decisions	Nurses' reflection on practice is moderately accurate and objective without citing specific examples and with only global suggestions as to how it can be improved.	Reflection on practice is accurate and objective. Nurse is able to cite specific examples of positive and negative characteristics. Nurse is able to make suggestions for improvement. Accepts responsibility for personal decisions and conduct, strives to develop rapport and serves as a positive role model for others.	Reflection on practice is highly accurate and perceptive, citing specific examples. Nurse cites extensive strategies for improvement. Provides health services that support the educational mission and goals of the school district. Adjusts tasks to nursing practice in school setting by continued growth activities through online course materials and professional resources.
Ethics/Confidentiality	Observations, review of documentation	Does not demonstrate ethical behavior and integrity. Does not follow standards as set forth by professional organizations. Does not maintain confidentiality.	Demonstrates ethical behavior and integrity most times. Follows most standards of professionalism and ethical nursing practice and guidelines. Struggles to maintain confidentiality in job related discussions and communications.	Demonstrates ethical behavior and integrity. Follows standard of professionalism and ethical nursing practice and guidelines as defined by professional organizations.	Demonstrates and promotes ethical behavior and integrity at all times. Follows and promotes standards of professionalism and standards of professionalism and ethical nursing practice and guidelines as defined by the American Nurses Association, Ohio Board of Nursing, and other professional nursing

					organizations. Maintains and promotes confidentiality in all job related discussions and communications.
Professional Image	Observation, review of attendance, peer or parent reports	Does not display professionalism in regards to appearance, demeanor, punctuality or attendance. Creates negative image of district with staff, students and parents. Does not uphold board policy and follows administrative procedures.	Does not display professionalism in regards to appearance, demeanor, punctuality or attendance. Creates neutral image of district with staff, students and parents. Lacks knowledge to uphold board policy and administrative procedures.	Displays professionalism in regards to appearance, demeanor, punctuality and attendance. Promotes positive image of district with staff, students and parents. Upholds board policy and follows administrative procedures.	Displays professionalism in appearance, demeanor, punctuality and attendance. Promotes positive image of district with staff, students and parents and within the community. Upholds all board policy and follows all administrative procedures.

	Sources	Ineffective	Developing	Skilled	Accomplished
A. B. C. D. E. F.					

Pre-Conference Dates						
Formal Observation Dates						
Post-Conference Dates						
Informal Observation/Walkthrough Dates						
Final Summative Evaluation Conference Date						

Final Summative Rating of Effectiveness:

Comments:

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.

Employee Signature: _____

Date: _____

Evaluator Signature: _____

Date: _____

Cloverleaf Local Schools
Speech Language Pathologist Evaluation Performance Rubric

Name of Speech Language Pathologist: _____

A. PLANNING AND PREPARATION				
	Ineffective	Developing	Skilled	Accomplished
A1: Demonstrating knowledge and skill in the specialist therapy area	Therapist demonstrates little or no knowledge and skill in the therapy area.	Therapist demonstrates basic knowledge and skill in the therapy area.	Therapist demonstrates thorough knowledge and skill in the therapy area.	Therapist demonstrates extensive knowledge and skill in the therapy area.
A2: Acquiring of information about individual learners	The therapist does not acquire knowledge of individual students as learners.	The therapist acquires little knowledge or information about individual students as learners from a limited number of sources.	The therapist acquires detailed information about individual students as learners from a variety of sources, and/or in an ongoing manner.	The therapist acquires extensive and detailed information about individual students as learners from a variety of sources, and in an ongoing manner and uses that knowledge to plan an effective and individualized program for each student.
A3: Establishing individual goals for the therapy program appropriate to the setting and the students served.	Therapist has no clear goals for the individual therapy programs or they are inappropriate to either the situation or to the age of the students.	Therapists' goals for the individual therapy program are rudimentary and are partially suitable to the situation and to the age of the students.	Therapist's goals for the individual therapy program are clearly appropriate to the situation in the school, to the age of the students and address individual learning styles.	Therapist's goals for the individual therapy program are highly appropriate to the situation in the school, to the age of the students and address individual learning styles.
A4: Demonstrating knowledge of district, state, and federal regulations and guidelines.	Therapist demonstrates little or no knowledge of special education laws and procedures.	Therapist demonstrates basic knowledge of special education laws and procedures.	Therapist demonstrates knowledge of special education laws and procedures.	Therapist's knowledge of special education laws and procedures is extensive; specialist takes a leadership role in reviewing and revising district policies.
A5: Demonstrating knowledge of resources, both within and beyond the school and district	Therapist demonstrates little or no knowledge of resources for students available through the school or district.	Therapist demonstrates basic knowledge of resources for students available through the school or district.	Therapist demonstrates thorough knowledge of resources for students available through the school or district and some familiarity with resources outside the district.	Therapist demonstrates extensive knowledge of resources for students available through the school or district and in the larger community.

A6: Demonstrating valid assessment and interpretation	The therapist is unable to select appropriate diagnostic instruments.	The therapist selects and administers diagnostic instruments without consideration of team/parent input.	The therapist selects and administers diagnostic instruments and procedures based on the student's developmental level, areas of concern and team/parent input. The therapist gathers information on how the student's developmental disorder affects educational performance.	The therapist selects and administers a diagnostic instrument and procedures based on the student's developmental level, areas of concern, and team/parent input. The therapist gathers comprehensive information on how the student's developmental disorder affects educational performance.
A7: Developing the therapy program integrated with IEP goals to meet the needs of the individual student	Therapist has developed services for students that are unrelated to IEP goals.	Therapist has developed services for students that have a guiding principle and include a number of worthwhile activities but some do not fit with the broader IEP goals.	Therapist has developed a therapy program that adequately meets the needs of the student as defined in the IEP to support progress toward IEP goals.	Therapist has developed a therapy program that is consistent with best practice to effectively service the student to support progress towards IEP goals.

B. THERAPY ENVIRONMENT				
	Ineffective	Developing	Skilled	Accomplished
B1: Establishing rapport with students	Therapist's interactions with students are negative or inappropriate; students appear uncomfortable in the testing and therapy area.	Therapist's interactions with students are both positive and negative; the therapist's efforts at developing rapport are partially successful.	Therapist's interactions with students are positive and respectful; students appear comfortable in the testing and therapy area.	Therapists' interactions with all students demonstrate a positive, caring rapport and mutual respect. Interactions are inclusive and appropriate. Students seek out the therapist, reflecting a high degree of comfort and trust in the relationship.
B2: Organizing time effectively	Therapist exercises poor judgment in setting priorities, resulting in confusion, missed deadlines, and conflicting schedules.	Therapist's time-management skills are moderately well developed; essential activities are carried out, but not always in the most efficient manner.	Therapist exercises good judgment in setting priorities, resulting in clear schedules an important work being accomplished in an efficient manner.	Therapist demonstrates excellent time-management skills, accomplishing all tasks in a seamless manner; teachers and students understand their schedules.

B3: Sets behavioral expectations for students in the therapy setting.	No behavioral expectations have been established and therapist disregards or fails to address negative behavior during evaluation or treatment.	Behavioral expectations appear to have been established for the therapy setting. Therapist's attempt to monitor and correct negative student behavior during evaluation and treatments are partially successful.	Behavioral expectations for students have been established for the therapy setting. Therapist monitors student behavior against those standards; response to students is appropriate and respectful.	Behavioral expectations for students have been established for the therapy setting. Therapist's monitoring of students is subtle and preventative, and students engage in self-monitoring behavior.
---	---	--	--	---

C. EVALUATION AND INTERVENTION				
	Ineffective	Developing	Skilled	Accomplished
C1: Follows established procedures for referrals	Therapist does not follow established district procedures for referrals	Therapist inconsistently follows established district procedures for referrals.	Therapist adequately follows established district procedures for referrals and for meetings and consultations with parents and administrators.	Therapist consistently follows established district procedures for all aspects of referral and testing protocols.
C2: Responding to referrals and evaluating student needs	Therapist fails to respond to referrals or makes hasty assessment of students needs.	Therapist responds to referrals when pressed and makes adequate assessments of student needs.	Therapist responds to referrals and makes thorough assessment of student needs.	Therapist is proactive in responding to referrals and makes highly competent assessments of student needs.
C3: Communicating with families	Therapist fails to communicate with families and secure necessary permission for evaluations or communicates in a insensitive manner.	Therapist's communication with families is partially successful; not always adhering to required deadlines; permissions are obtained, but there are occasional insensitivities to cultural and linguistic traditions.	Therapist communicates with families and secures necessary permission for evaluations adhering to required timelines, doing so in a manner sensitive to cultural and linguistic traditions.	Therapist secures necessary permissions adhering to required timelines and communicates with families in a manner highly sensitive to cultural and linguistic traditions. Therapist reaches out to families of students to enhance trust.
C4: Collecting information; writing reports	Therapist neglects to collect important information on which to base treatment plans; reports are inaccurate or not appropriate to the audience.	Therapist collects most of the important information on which to base treatment plans; reports are accurate but lacking in clarity and not always appropriate to the audience.	Therapist collects all the important information on which to base treatment plans; reports are accurate and appropriate to the audience.	Therapist is proactive in collecting important information, interviewing teachers and parents if necessary; reports are accurate and clearly written and is tailored for the audience.

C5: Implements therapy services to maximize student success	Therapist fails to develop therapy services suitable for students, or plans are mismatched with the findings of assessments.	Therapist's services for students are partially suitable for them or sporadically aligned with identified needs. They are not always individualized to specific student needs.	Therapist implements therapy services for students that are suitable for them and are aligned with identified needs.	Therapist implements therapy services for students, finding ways to creatively meet student needs and incorporate many related elements.
C6: Demonstrating flexibility and responsiveness	Therapist adheres to the therapy services in spite of evidence of its inadequacy.	Therapist makes modest changes in the student's therapy services when confronted with evidence of the need for change.	Therapist makes revisions in the student's therapy services when they are needed.	Therapist is continually seeking ways to improve the student's therapy services and makes changes in response to student, parent or teacher input.

D. PROFESSIONALISM				
	Ineffective	Developing	Skilled	Accomplished
D1: Collaborating with staff	Therapist is not available to staff or questions and planning and declines to provide background material when requested.	Therapist is available to staff for questions and planning and provides background material when requested.	Therapist initiates contact with relevant staff to confer regarding individual cases.	Therapist seeks out relevant staff and other professionals to confer regarding cases, soliciting their perspectives on individual students.
D2: Maintaining an effective data management system	Therapist's data management system is either nonexistent or in disarray; it cannot be used to monitor student progress or to adjust treatment when needed.	Therapist has developed a rudimentary data management system for monitoring student progress and occasionally uses it to adjust treatment when needed.	Therapist has developed an effective data management system for monitoring student progress and uses it to adjust treatment when needed.	Therapist has developed a highly effective data management system for monitoring student progress and uses it to adjust treatment when needed.
D3: Engaging in professional development	Therapist does not participate in professional development activities, even when such activities are clearly needed for the development of skills.	Therapist's participation in professional development activities is limited to those that are convenient and required.	Therapist seeks out opportunities for professional development based on individual assessment of need.	Therapist actively pursues professional development opportunities and makes a substantial contribution to the profession through such activities as offering workshops to colleagues, supervision of fieldwork students.

D4: Showing professionalism, including integrity, advocacy and maintaining confidentiality	Therapist displays dishonesty in interactions with colleagues, students, and the public and violates principles of confidentiality.	Therapist is honest in interactions with colleagues, students, and the public, plays a moderate advocacy role for students, and does not violate norms of confidentiality.	Therapist displays high standards of honesty, integrity, and confidentiality in interactions with colleagues, students, and the public and advocates for students when needed.	Therapist can be counted on to hold the highest standards of honesty, integrity, and confidentiality and to advocate for students, taking a leadership role with colleagues.
--	---	--	--	--

EVIDENCE

	Sources	Ineffective	Developing	Skilled	Accomplished
A. B. C. D.					

Pre-Conference Dates						
Formal Observation Dates						
Post-Conference Dates						
Informal Observation/Walkthrough Dates						
Final Summative Evaluation Conference Date						

Final Summative Rating of Effectiveness:

Comments:

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.

Employee Signature: _____

Date: _____

Evaluator Signature: _____

Date: _____

Ohio School Counselor Evaluation System

Assessment of School Counselor Performance

School Counselor Evaluation Rubric

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

Standard One: Comprehensive School Counseling Program Plan – School counselors collaboratively envision a plan for a comprehensive school counseling program that is developmental, preventative, responsive and in alignment with the school's goals and mission.				
	Ineffective	Developing	Skilled	Accomplished
	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				

05/18/2016

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

	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				

05/18/2016

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				

05/18/2016

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.

05/18/2016

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

05/18/2016

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				

05/18/2016

Cloverleaf Local Schools
School Psychologist Evaluation Performance Rubric

Name of School Psychologist: _____

1. PLANNING AND PREPARATION				
	Ineffective	Developing	Skilled	Accomplished
1A: Demonstrating collaborative problem solving.	The school psychologist does not communicate problem situations or definitions remain vague. Target behaviors, representing the level of performance the student will need to reach to meet expectations, are not specified.	The school psychologist communicates problem situations in basic terms. Target behaviors that represent the level of performance the student will need to reach are vague.	The school psychologist communicates problem situations in observable and measurable terms. Target behaviors are identified that represent the level of performance the student will need to reach to meet expectations.	The school psychologist communicates in observable and measurable terms. The school psychologist asks guiding questions to help the team prioritize problems/behaviors to address target behaviors. Interventions and assessment procedures are identified to allow the student to access the general curriculum.
1B: Demonstrating knowledge and skill in using psychological instruments to evaluate students.	The school psychologist demonstrates little or no knowledge and skill in using psychological instruments to evaluate students.	The school psychologist uses the same assessments to evaluate students all students, regardless of the disability.	The school psychologist uses a variety instruments to evaluate students and determine accurate diagnoses/eligibility.	The school psychologist uses a wide range of psychological instruments to evaluate students and determine accurate diagnoses/eligibility. He or she knows the proper situations in which each instrument should be used.

1C: Demonstrating knowledge of state and federal regulations and or resources within and beyond the school and district.	The school psychologist demonstrates no knowledge of specific federal or state rules. He or she is not aware of the requirements of informed consent, confidentiality, and due process. The school psychologist is not able to discuss the basic concepts of IDEA.	The school psychologist demonstrates little knowledge of specific federal and state rules. He or she has a limited understanding of the requirements of informed consent, confidentiality, and due process. The school psychologist is able to discuss the basic concepts of IDEA.	The school psychologist refers to specific federal and state rules verbally and in writing, using appropriate terms when needed (across a wide range of ages and disability conditions). He or she ensures that informed consent has been obtained from parents/guardians, including clear and concise explanations of confidentiality and due process. The school psychologist is able to discuss the essential concepts of IDEA including the definition of LRE and FAPE.	The school psychologist has extensive knowledge of and refers to specific federal and state rules verbally and in writing, using precise terms when needed (across a wide range of ages and disability conditions). Knowledge basis is extensive in that he or she is considered a leader in preventing district liability. He or she ensures that informed consent has been obtained from parents/guardians, including clear and concise explanations of confidentiality and due process. The school psychologist has extensive knowledge of IDEA including the definition of LRE and FAPE.
1D: Demonstrating valid assessment and interpretation	The school psychologist uses the same assessment instrument for all children regardless of their age, culture, primary language, and suspected disability. He or she administers the assessment in a haphazard and non-standardized fashion. The school psychologist offers no interpretation of the results.	The school psychologist uses the same assessment instrument for all children regardless of their age, cultural, primary language, and suspected disability. He or she administers the assessment in a haphazard fashion. The school psychologist offers limited interpretation of the results.	The school psychologist selects an assessment instrument that is valid, given the age, culture, primary language, and suspected disability of the child. He or she administers the assessment instrument(s) in a standardized fashion and is able to discuss the limitations of the instrument, when asked. The school psychologist offers adequate interpretation of the results.	The school psychologist selects one or more assessment instrument(s) to enhance the validity of their evaluation, given the age, culture, primary language, and suspected disability of the child. He and she administers the assessment instrument(s) in a standardized fashion and provides accurate interpretation. The school psychologist offers insightful and meaningful interpretation of the results and includes a written statement regarding the limitations of the instrument in cases where validity or reliability is in question.

2. PROFESSIONAL CONDUCT/APPEARANCE				
	Ineffective	Developing	Skilled	Accomplished
2A: Attendance and punctuality	The school psychologist demonstrates a pattern of unexcused absences. The school psychologist demonstrates a pattern of late arrivals and/or early departures.	The school psychologist exhibits periodic unexcused absences. The school psychologist exhibits periodic late arrivals and/or early departures.	The school psychologist demonstrates a pattern of good attendance. The school psychologist demonstrates a pattern of punctuality.	In addition to meeting criteria for Skilled rating, the school psychologist anticipates needs and adjusts work schedule to accommodate these needs.
2B: Organizing physical space for testing of students and storage of materials.	The testing area is disorganized and poorly suited to student evaluations. Materials are not stored in a secure location and are difficult to find when needed.	Materials in the testing area are stored securely, but the area is not completely well organized, and materials are difficult to find when needed.	The testing area is well organized; materials are stored in a secure location and are available when needed.	The testing area is highly organized and is inviting to students. Materials are stored in a secure location and are convenient when needed.
2C: Establishing rapport with students	Psychologist's interactions with students are negative or inappropriate; students appear uncomfortable in a testing situation.	Psychologist's interactions are a mix of positive and negative; the psychologist's efforts at developing rapport are partially successful.	Psychologist's interactions with students are positive and respectful; students appear comfortable in a testing situation.	Student/psychologist's interactions reflect a high degree of comfort and trust in the relationship.
2D: Communication	School Psychologist fails to communicate clearly with families or collaborate effectively with professional colleagues.	School Psychologist uses a variety of strategies to communicate with families and collaborate with colleagues, but these approaches may not always be appropriate for a particular situation or achieve the intended outcome.	School psychologist uses effective communication strategies with families and works effectively with colleagues.	School psychologist communicates effectively with families and colleagues. The school psychologist collaborates with colleagues to improve personal and team practices by facilitating professional dialogue.

3. DELIVERY OF SERVICE				
	Ineffective	Developing	Skilled	Accomplished
3A: Responding to referrals; consulting with teachers and administrators	School psychologist fails to consult with colleagues or to tailor evaluations to the question raised in the referral.	School psychologist consults on a sporadic basis with colleagues, making partially successful attempts to tailor evaluations to the questions raised in the referral.	The school psychologist consults frequently with colleagues, tailoring evaluations to the question raised in the referral.	The school psychologist consults frequently with colleagues, contributing own insights and tailoring valuations to the questions raised in the referral.

3B: Planning Interventions to maximize students' likelihood of success	The school psychologist fails to plan interventions suitable to students, or interventions that are mismatched with the findings of the assessments.	The school psychologist plan for students partially suitable for them or are sporadically aligned with identified needs.	The school psychologist plans for students are suitable for them and are aligned with identified needs.	The school psychologist develops comprehensive plans for students, finding ways to creatively meet students' needs and incorporate many elements.
3C: Compliance with special education evaluations	The school psychologist completes required paperwork and conducts evaluations that are not compliant with legal requirements. Multiple evaluations are completed past compliance due dates.	The school psychologist completes required paperwork that is compliant with but with minimum requirements. No evaluations are completed after compliance due dates without necessary documentation of attempts to comply with deadlines.	The school psychologist completes required paperwork that is compliant with adequate data/requirements. All evaluations are completed in a timely manner while documenting attempts to comply with deadlines.	The school psychologist completes required paperwork which is compliant with extensive data/requirements. All evaluations are completed in a timely manner while documenting multiple attempts to comply with deadlines.
3D: Chairing evaluation teams	Psychologist declines to assume leadership of the evaluation team.	The school psychologist assumes leadership of the evaluation team when directed to do so, and prepares adequate ETR's and IEP's.	The school psychologist assumes leadership of the evaluation team as a standard expectation, and prepares ETR's in a detailed manner.	The school psychologist assumes leadership of the evaluation team and takes initiative in assembling materials for meetings. ETR's are prepared in an exemplary manner.

4. PROFESSIONAL RESPONSIBILITY				
	Ineffective	Developing	Skilled	Accomplished
4A: Maintaining accurate records	The school psychologist's records are in disarray; they may be missing, illegible, or stored in an insecure location.	The school psychologist's records are accurate and legible and are stored in a secure location but are disorganized.	The school psychologist's records are accurate, legible, well organized, and stored in a secure location.	The school psychologist's records are accurate and legible, well organized, and stored in a secure location. They are written to be understandable to another qualified professional.
4B: Confidentiality in Communication	The school psychologist fails to communicate with families and secure necessary permission for evaluations or communicates in an insensitive manner.	The school psychologist communication with families in partially successful; permissions are obtained, but there are occasional insensitivities to cultural or linguistic traditions.	The school psychologist communicates with families and secures necessary permission for evaluations and does so in a manner sensitive to cultural and linguistic traditions.	The school psychologist secures necessary permissions and communicates with families in a manner highly sensitive to cultural and linguistic traditions.

4C: Showing Professionalism	The school psychologist displays dishonesty in interactions with colleagues and students and violates principles or confidentiality.	The school psychologist is honest in interactions with colleague and students, plays a moderate advocacy role for students, and does not violate confidentiality.	The school psychologist displays high standards of honesty, integrity, and confidentiality in interactions with colleagues and students and advocates for students when needed.	The school psychologist can be counted on to hold the highest standards of honesty, integrity, and confidentiality and to advocate for students, taking a leadership role with colleagues.
4D: Engaging in professional development	The school psychologist does not participate in professional development activities even when such activities are clearly needed for the ongoing development of skills.	The school psychologist's participation in professional development activities is limited to those that are convenient or are required.	The school psychologist seeks out opportunities for professional development based on an individual assessment of need.	The school psychologist actively pursues professional development opportunities and makes substantial contribution to the profession. The school psychologist leads training opportunities for colleagues.

EVIDENCE

	Sources	Ineffective	Developing	Skilled	Accomplished
1. 2. 3. 4.					

Pre-Conference Dates						
Formal Observation Dates						
Post-Conference Dates						
Informal Observation/Walkthrough Dates						
Final Summative Evaluation Conference Date						

Final Summative Rating of Effectiveness:

Comments:

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.

Employee Signature: _____

Date: _____

Evaluator Signature: _____

Date: _____

CLOVERLEAF LOCAL SCHOOLS

CERTIFICATE OF ABSENCE

Date _____

_____ I will be
absent from regular duty on the following dates

_____ I was

_____, 20____ From _____ am/pm to _____
am/pm

_____, 20____ From _____ am/pm to _____
am/pm

_____, 20____ From _____ am/pm to _____
am/pm

_____, 20____ From _____ am/pm to _____
am/pm

_____, 20____ From _____ am/pm to _____
am/pm

Total Days/Hours Absent _____

For the following reason(s):

<input type="checkbox"/> Sick Leave	<input type="checkbox"/> Unpaid Leave
<input type="checkbox"/> Personal Leave	<input type="checkbox"/> Association Leave
<input type="checkbox"/> Professional Leave	<input type="checkbox"/> Jury Leave
<input type="checkbox"/> Bereavement Leave	<input type="checkbox"/> Compulsory Leave
<input type="checkbox"/> Parental Leave	<input type="checkbox"/> Military Leave
<input type="checkbox"/> Adoption Leave	<input type="checkbox"/> Sabbatical Leave
<input type="checkbox"/> Family Medical Leave Act (FMLA)	

I certify that my use of leave is in compliance with Article XII of the Contract and that any misuse of leaves may result in discipline.

Signature of Employee

Indicate building: CHS CMS CES

THIS FORM MUST BE RETURNED TO THE OFFICE

APPENDIX H

CLOVERLEAF LOCAL SCHOOL DISTRICT

CONTINUING CONTRACT APPLICATION FORM

If you will be eligible for a continuing contract in accordance with Article 5.01 (A), please complete the form below and forward it to the Superintendent's office by October 1.*

I, _____, wish to apply for a continuing contract for the school year

(Please print your name)

beginning in _____.

Signature of Applicant

Date

Building

*A bargaining unit member must meet all the State requirements for obtaining a continuing contract prior to receiving a continuing contract. The tenure application form must be submitted to the Superintendent by October 1 during the school year the bargaining unit member requests the continuing contract. If the bargaining unit member does not notify the Superintendent by October 1, the member will not be considered for a continuing contract and must reapply by October 1 of the following school year.

2020 CONSENSUS STATEMENT

This section related to Fair Share Fee is null and void as a matter of law based on the Supreme Court decision in *Janus v. AFSCME, Council 31*, 585 U.S. (2018) and will not be implemented but is preserved should the law change in future years.

C. Maintenance of Membership

1. All CEA members as of July 1, 2002, and all new members of the bargaining unit hired on or after July 1, 2002, shall pay a fair share fee to the NEA, OEA, NEOEA, CEA, if they choose not to join the Association.
2. Those persons who are not currently members shall not be affected by this language unless and until such persons have voluntarily elected to join the Association. Once such persons voluntarily choose to join the Association, they shall be governed by fair share fee requirements in Section G(1) in the future.
3. The fair share fee of those persons covered under Section G(1) shall be certified to the Board by the Treasurer of the CEA and shall not exceed the dues regularly required of CEA members.
4. **Indemnification**
 - a. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be made;
 - b. The Association shall reserve the right to designate counsel to represent and defend the Board;
 - c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs *amicus curiae* in the action;
 - d. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

**Contract between the
Cloverleaf Local School District Board of Education
and the
Cloverleaf Education Association**


July 1, 2024 – June 30, 2027

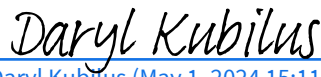
Certificate
(R.C. 5705.41 and 5705.412)

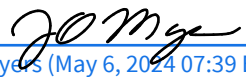
The undersigned, Treasurer and President of the Board of Education of the Cloverleaf Local School District Board of Education, Ohio, and the Superintendent of Schools of the Cloverleaf Local School District Board of Education, Ohio, hereby certify that the District has in effect for the term of this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

Dated: _____

CLOVERLEAF LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

By: 
Treasurer

By: 
[Daryl Kubilus \(May 1, 2024 15:11 EDT\)](#)
Superintendent

By: 
[Jason Myers \(May 6, 2024 07:39 EDT\)](#)
President, Board of Education