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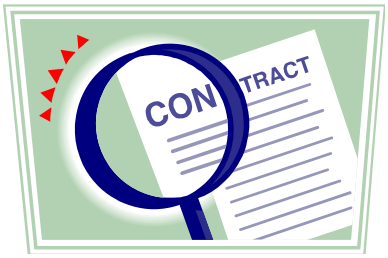
NEGOTIATED AGREEMENT

Between The

COLONEL CRAWFORD EDUCATION ASSOCIATION

And The

COLONEL CRAWFORD BOARD OF EDUCATION



JULY 1, 2024

To

JUNE 30, 2027

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ARTICLE 100 – NEGOTIATIONS PROCEDURAL AGREEMENT

101 RECOGNITION

The Colonel Crawford Local Board of Education (hereinafter referred to as the Board) recognizes the Colonel Crawford Education Association (hereinafter referred to as the CCEA), affiliated with the North Central Ohio Education Association, Ohio Education Association, and the National Education Association, as the sole and exclusive bargaining representative for all certificated employees of the Colonel Crawford Local School District.

For the purpose of the Agreement, certificated employees shall be defined as those who are employed under contract by the Board with the following exceptions:

A. Management Level Employees – shall be defined in accordance with ORC 4117.

B. Any dispute of an employee's eligibility for membership or not shall be submitted to the State Employment Relations Board (SERB) for determination.

102 COMMITMENT TO BARGAIN/SCOPE OF NEGOTIATIONS

The Colonel Crawford Local Board of Education shall enter into negotiations with the Colonel Crawford Education Association for the purpose of achieving a signed agreement covering all matters pertaining to or affecting wages, hours, and terms and conditions of employment of each employee represented by the CCEA bargaining unit.

103 ACCESS TO INFORMATION

Upon request by the CCEA and in compliance with ORC 149.43, the Board shall supply, within ten (10) workdays, all public financial information relative to the operation of the district and all public information pertinent to items to be negotiated. This shall be provided to the CCEA at cost.

104 BARGAINING PERIOD

Between February 1 and sixty (60) days prior to the expiration of this Agreement, the Board or the CCEA may request that negotiations be opened for the purpose of bargaining a successor agreement. The negotiations for the successor agreement shall be in accordance with all provisions of the existing agreement and ORC 4117.

105 DIRECTING REQUESTS

Requests to open negotiations shall be in writing and either sent by certified mail or delivered in person to the receiving party. Board requests shall be directed to the president of the CCEA, and CCEA requests shall be directed to the treasurer. Within fifteen (15) working days of such request, an initial meeting will be held.

106 COMPOSITION OF BARGAINING TEAMS

The Board, or designated representative(s) of the Board, will meet with representatives designated by the CCEA for the purpose of discussion and reaching mutually satisfactory agreement. All negotiations shall be conducted exclusively between said teams. Each negotiation team shall be restricted to a maximum of

six (6) identified members for the duration of the negotiation sessions. No more than four (4) non-participating observers representing each team shall be permitted to attend a single session. Professional and lay consultants for either side may be used. The expense of such consultants shall be borne by the party requesting them.

107 INITIAL BARGAINING SESSION

All issues proposed for discussion shall be submitted in writing by the CCEA to the representatives of the Board at the first meeting. The Board representative(s) shall submit in writing to the CCEA representative(s) all issues upon which it wishes to negotiate at the first meeting. No additional issues shall be submitted by either party following the first meeting, and all necessary and subsequent meetings shall be called at times mutually agreed by the parties.

108 AGREEMENT

A. As tentative agreement is reached on each item during the bargaining period, the agreement shall be reduced to writing and initialed by each team.

B. If agreement is reached on all matters being bargained, the tentative agreements shall be reduced to writing and submitted to the CCEA for its consideration. If ratified by the CCEA, such written agreements shall be submitted to the Board for its consideration. The Board shall take action at the next regular meeting which shall be not more than 30 days from the date of receipt of the ratified agreement from the CCEA. The CCEA and the Board shall consider and act upon the proposed agreement in its entirety.

C. Upon final approval by both the CCEA and the Board, two (2) copies of the total agreement shall be signed by the president of the Board and the president of the CCEA. Both parties shall retain a signed copy of the final agreement which shall be binding on both parties.

109 IMPASSE PROCEDURE

A. Mediation

1. In the event agreement is not reached by the parties, either party may request the use of mediation in an effort to reach an acceptable settlement. A mediator shall be requested from the Federal Mediation and Conciliation Services whose rules and regulations shall govern the mediation. The mediation period shall be sixty calendar days from the date of the first mediation session, after which the Association shall have the rights provided by ORC 4117.14 (D) (2) provided the contract has expired.

2. In the event there are costs and expenses for such service, the costs shall be shared equally by the Board and the CCEA.

B. Mutually Agreed Dispute Resolution

The above procedure shall be deemed an Alternative Dispute Resolution Procedure as authorized by R.C. 4117.1(C).

ARTICLE 200 – GRIEVANCE PROCEDURES

201 PURPOSE

The purpose of this procedure is to resolve the grievance at the lowest possible level. Both parties agree that grievances will be processed as expeditiously as possible.

202 DEFINITIONS

A. "Grievance" shall mean a claim by a member(s) or the Association that there has been a violation, misinterpretation, or misapplication of the language in this Contract.

B. "Class action grievance" shall be a grievance that affects more than one member in the bargaining unit.

C. "Grievant" shall mean the Association or member(s) of the bargaining unit initiating a grievance.

D. "Appropriate supervisor," for purposes of the grievance procedure, shall mean the lowest level administrator having the authority to resolve the grievance.

E. "Days" shall mean actual workdays when school is actually in session.

203 GENERAL PROVISIONS

A. The number of days indicated at each step in the procedure shall be maximum and may be extended only by written mutual agreement of the parties.

B. The filing of a grievance under this Agreement or the right to file shall in no way limit or restrict the right of the Board or the Superintendent to proceed according to the laws governing in operations of schools.

C. All grievance processing Steps I through III shall be conducted after the regular working day, except by mutual agreement, in order not to interfere with the duties of the parties involved.

D. All proceedings held in the processing of grievances shall be in closed session and no news releases shall be made concerning the progress of the hearings at any level.

E. All written and printed matter dealing with the processing of a grievance, if retained, shall be filed separately from the personnel records of the participants.

F. Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for persons reasonably necessary for the fair and expeditious resolution of the grievance to attend.

G. No reprisals or recriminations shall be taken against any member who files or takes part in a grievance by reason of such participation.

H. Constructive receipt by the Employer shall be construed to be the delivery date to the appropriate supervisor's office.

I. Constructive receipt by the Association shall be construed to be the delivery date to the designated office of the Association.

J. The parties at interest shall be permitted to attend a grievance meeting or arbitration hearing with no loss of pay or benefits. For the purpose of this subsection, the parties at interest shall be the individual grievant or grievants, the President of the Association or his/her designee, and a reasonable number of bargaining unit members whose testimony is necessary to properly process such grievance. A reasonable number of bargaining unit members shall be defined for the purposes of this contract as no more than four (4). If the grievant requests more than four (4) bargaining unit members, it shall be as authorized by the arbitrator.

K. Failure of the Board and/or administration to comply with the time limits contained herein shall advance the grievance to the next step in this procedure.

L. Failure of the grievant and/or Association to comply with the time limits contained herein shall be deemed a waiver of the right to proceed with this procedure.

204 ASSOCIATION RIGHTS

A. The grievant has the right to Association representation at meetings and hearings involving the grievance.

B. The Association has the exclusive right to file grievances and to be present for the adjustment of any and all grievances.

C. The Association shall have the exclusive right to determine whether to proceed to the arbitration step of the procedure.

D. The Association shall receive copies of grievances, requests for hearing, notices and decisions in the processing of grievances and upon written request, such other communications as may be reasonably necessary for the fair and equitable resolution of the grievance; provided however, nothing herein shall require the Board and/or the administration to provide copies of confidential communications intended for preparation and/or administration of this grievance procedure.

E. A grievance may be withdrawn by the Association at any time without prejudice; provided however, any refiling of said grievance must comply with the time limits set forth in Section 205-A-2 herein. This provision does not apply to a reoccurrence of any grievance situation.

205 SUBMISSION OF GRIEVANCE

A. Informal Step

1. When a member becomes aware of an act or omission on which a grievance is to be based, the member and the Association representative may discuss the grievance with the member's immediate supervisor. If the grievance is to be filed with the grievant's immediate supervisor, there shall be an attempt to resolve the grievance informally.

2. If the grievance is not resolved during the informal step, or in the event the informal step is not utilized, the Association may, within thirty-five (35) days of such act or omission, file a written grievance with the appropriate supervisor.

B. Step One:

1. The appropriate supervisor shall arrange and hold a hearing within five (5) days of receipt of the grievance. The Association, grievant, and Employer may present evidence to sustain their positions.

2. Within five (5) days of the conclusion of the hearing, the appropriate supervisor shall forward his/her written response to the Association and grievant.

3. If the Association and grievant are not satisfied with the appropriate supervisor's response, the Association may file a written form to proceed to Step Two. Such written request shall be filed within five (5) days of receipt of the appropriate supervisor's response.

C. Step Two:

1. Within five (5) days of the filing of the form, the Superintendent or his/her designee, shall arrange and conduct a hearing in the same manner and for the same purpose as set forth in Step One.

2. Within five (5) days after the hearing, the Superintendent or his/her designee shall provide a written response to the Association and grievant.

3. If the Association and grievant are not satisfied with the Superintendent's response, the Association may file a written form to proceed to Step Three. Such written request shall be filed with the Treasurer of the Board within five (5) days of receipt of the Superintendent's response.

D. Step Three:

1. Within five (5) days of the filing of the form, the President of the Board shall set a date for such hearing which shall be no less than five (5) days nor more than ten (10) days after the receipt of such form. The conduct of the hearing shall be in the same manner and for the same purpose as set forth in Step One.

2. Within five (5) days after the conclusion of the hearing, the Board shall provide a written response to the Association and grievant.

3. If the Association and grievant are not satisfied with the Board's response or if the Board fails to file a timely response, the Association may file a written form to proceed to Step Four. Such written request shall be filed with the Superintendent within five (5) days of receipt of the Board's response or, if no response was given, within ten (10) days after the conclusion of the Board hearing.

E. Step Four:

1. Selection of the Arbitrator

If the Association elects to proceed to arbitration, the arbitrator shall be selected from a list supplied by the American Arbitration Association. All procedures relative to arbitration shall be according to the Voluntary Rules and Regulations of the American Arbitration Association.

2. Authority of the Arbitrator

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this contract nor add to, subtract from, or modify the language therein in arriving at a determination of any issue presented. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The decision of the arbitrator shall be final and binding on the Employer, the grievant, and the Association.

3. Costs of Arbitration

The costs for the arbitrator and the hearing room shall be borne by the party which the arbitrator rules against and that determination shall be made by the arbitrator.

206 GRIEVANCE FORM

The grievance form is provided in this agreement (see Appendix A).

ARTICLE 300 – PERSONNEL

301 FAIR DISMISSAL

A. A teacher employee shall be non-renewed only under the provisions set forth in the ORC Section 3319.11.

B. The teacher employee shall be notified by the Superintendent of his intended recommendation for non-renewal through a private conference no later than April 1 and in writing no later than April 15.

C. Prior to any non-renewal the Board agrees the following stipulations will be met:

1. Notwithstanding the provision of Section 308, three (3) evaluations (minimum) made by direct observation by the immediate administrator.

2. Conference with the administrator after each evaluation.

3. A written copy of the evaluation report given to the teacher with the teacher permitted to make rebuttal comments which will become part of the record for each evaluation.

4. Teacher to be informed of possible non-renewal recommendation in a private conference with the immediate administrator by February 1, and a second private conference for review by March 5. The intervening time between the two dates will serve as the period of time to correct identified deficiencies in the evaluation conference. If after the second conference the intended recommendation remains as non-renewal, it will be followed by written notice on or before March 20.

5. The teacher may request, in writing, after notification by the Board of its intent to non-renew, a closed meeting with the Board and such meeting shall be granted within a reasonable amount of time after receipt by the treasurer of the request for the closed meeting.

6. Termination of a limited contracted teacher will be in accordance with the provisions found in ORC Sections 3319.16 and 3319.161.

302 PERSONNEL FILES

A. Location

Personnel records of certificated employees shall be kept on file for reference at all times in the office of the Superintendent.

B. Review of File

1. Each teacher shall have the right upon written request to review the contents of his or her personnel files. The teacher shall be entitled to have a certified representative (from within the system) of his choosing accompany him during such review. If the teacher desires single copies of any of the contents so examined in his or her file, it shall be permitted upon written request and at the expense of the employee.

2. Confidential credentials, letters of reference from universities, individuals, or previous employers are specifically exempted from review unless the Board or any of its agents, supervisors, or administrators rest any decision or discipline in any form on the contents of such confidential credentials or said letters of reference, and under those circumstances the teacher shall have a full opportunity to examine such documents and offer such explanation as he or she deems necessary. Materials placed in the teacher's personnel file shall be read and signed by the teacher (note the exceptions above). Such a signature merely acknowledges it has been read and does not necessarily indicate agreement with its contents. The teacher shall have the right to answer any materials filed and the answer shall be attached to a file at the time of its inclusion in the personnel file.

C. Complaints in Files

When a complaint is made by the parent of a student or any other member of the public concerning a teacher's conduct, service, character, or personality which is deemed serious enough to become a matter of formal record, the teacher shall be informed of the complaint by his principal or the teacher and principal shall attempt to resolve the complaint. Any complaint must be filed through a school official to be deemed valid. If the employee objects to the complaint, he or she may file a grievance beginning with Step Two. Such complaint shall not be placed in the personnel file of the teacher then, unless the complaint is determined to be valid after resorting to grievance.

D. Anonymous Material

Anonymous letters or materials shall not be placed in a teacher's file nor shall they be made a matter of record.

303 PARENT COMPLAINT PROCEDURE

A. When a complaint is made to the Board or any of its members or to the administration concerning a teacher's conduct or other activities that relate to the teacher's employment duties, and the concern is thought serious enough to become a matter of record, the appropriate administrator will meet with the teacher, as soon as possible but not to exceed twenty (20) working days, to discuss the complaint. The appropriate administrator and the teacher shall attempt to resolve the party's complaint.

B. Should the complaining party not be satisfied and bring the concern to the Board, the appropriate administrator(s) and the teacher shall attempt to resolve the party's complaint. The Board shall not act on any parent complaint about a teacher until an investigation is conducted by the Superintendent to assure that the teacher's side of the complaint is heard.

C. Nothing shall be placed in the teacher's personnel file unless the complaining party is willing to place the complaint in writing and sign the document.

D. The best resolution to a complaint or problem is through direct conversation with those involved. If possible, the complaining party should be directed to discuss directly with the teacher involved the nature of the complaint to see if it can be resolved.

E. Any teacher involved in a public complaint situation shall have the right to representation at any meeting involving the administration and/or the Board.

304 REDUCTION IN FORCE

A. Reduction

A reduction in staff shall be done only in accordance with provisions of this section.

B. Reasons

A reduction in staff may occur for the following reasons only: a) decrease in pupil enrollment, b) return to duty of a regular teacher after a Board-approved leave of absence, c) shortage of funds, d) changes in curriculum, e) or by reason of suspension of schools or territorial changes affecting the district.

C. Association Notification

Except as hereinafter provided, the Board shall notify the Association of a contemplated RIF no later than February 1st of the year in which such RIF is to be implemented. If the RIF is by reason of the return to duty of a regular teacher following a Board-approved leave of absence, such notice shall be given within five days following Board action. Any such notice shall be in writing and shall include the proposed positions to be affected, the proposed time schedule, and the reasons for the proposed action.

D. Attrition

To the extent possible, the number of teachers whose contracts are suspended by reason of the RIF procedures herein shall be minimized by attrition.

E. Date of Implementation

Except as hereinafter provided, the suspension of a teacher's employment contract by reason of a reduction in force shall be effective at twelve o'clock midnight immediately preceding the first duty day for the members of the bargaining unit. If the RIF is by reason of the return to duty of a regular teacher following a Board-approved leave of absence, the effective date shall be at twelve o'clock midnight preceding the first day of duty of the returning teacher.

F. Order of Contract Suspension

1. On the basis of certification and seniority, the employment contracts of non-tenured teachers shall be suspended before tenured teachers. The employment contracts of non-tenured teachers and tenured teachers shall be suspended in order of seniority within each contract category.

2. Those teachers on limited contracts with the least seniority in the teaching field affected shall have their contracts suspended first. In the event that continuing contract employees must be reduced, their contracts shall be suspended on the basis of seniority as defined herein. For the purpose of this section "teaching field" shall be defined as all subjects/areas covered by a single teaching certificate.

3. The Board will identify the teaching fields in which a reduction is to occur, and the number of persons to be reduced in each of these fields. The persons RIF'd shall be the least senior person(s) in the teaching field affected. The RIF notifications are to be sent to the least senior teachers in the various teaching fields where the RIF is occurring.

G. Bumping Rights

1. Those teachers RIF'd from a position shall have the right to bump a less senior teacher in another area if they are properly certified for that position; provided however, no limited contract teacher shall be permitted to bump a continuing contract teacher.

2. Notices are not required for teachers who may be "bumped." However, the Board, as a courtesy, may send a notice to such persons to let them know that it is possible for them to be bumped by another teacher.

3. The Board and Association will jointly agree on a "window period" within which RIF'd teachers must declare their intent to exercise their bumping rights. If a RIF'd teacher does not declare within this window period, his/her RIF becomes final.

4. After the window period is closed, the Superintendent will review the credentials of the RIF'd teachers who have elected to exercise their bumping rights to determine whether their current licensure/certification(s) would allow them to serve any other position in the District. If so, the Superintendent will designate the appropriate teaching field on the district seniority list, and the teacher will then be moved into that field on the district seniority list. The least senior person in that teaching field will then be "bumped" and his/her contract will be suspended.

5. A teacher who is bumped in the above manner shall have five (5) school days in which to declare his/her intention to bump another teacher in a different teaching field following the same process outlined above. Bumping may continue in this manner until there are no further bumping requests.

H. Seniority

For purpose of this Contract, seniority shall be defined as a number of years of service with the Colonel Crawford Schools. (Newly employed part-time teachers' seniority, after September 1, 1985, shall be determined on a percentage basis. The percent of seniority shall be equal to the percent of part-time employment.) If two or more individuals have equal seniority as defined herein, then the following shall apply:

(1) The date of the Board meeting at which the teacher was hired, then by

(2) The date on which the employee submitted a completed job application,

(3) The date that the initial license of the employee was issued,

(4) A flip of the coin by the Superintendent with both individuals present. The Superintendent shall determine which individual will choose first.

I. Employee Notification

Except as hereinafter provided, any teacher who is RIF'd shall be so notified in writing by certified mail or personal service no later than March 31 of the year the RIF is to be implemented. If the RIF is by reason of the return to duty of a regular teacher following a Board-approved leave of absence, such notice shall be given within ten days following Board action. Any such notice shall be in writing and shall include the effective date of the RIF.

J. Recall

1. Teachers whose employment contracts have been suspended due to RIF shall be recalled by order of greater seniority and contract type. Continuing contract teachers shall be recalled before limited contract teachers. To be recalled to a position, the teacher must be certified for the position that is open.

2. Notice of recall will be given by personal service, telegram or registered mail to the last address given to the Board by a teacher. A copy of the notice of recall will be given to the CCEA president. If a teacher fails to respond within ten (10) working days after receipt of the above notice of recall, he/she shall be deemed to have refused the position offered. It is the responsibility of the teacher to notify the Board of address changes. All notices to teachers required herein shall be sent to the last so listed address.

K. Recall List

A teacher who is RIF'd shall remain on the recall list for forty (40) months after the effective date of his/her layoff unless he/she:

1. Waives his/her recall rights in writing,

2. Fails to accept recall to a position that he/she is qualified,

3. Fails to report to work in a position that he/she has accepted within ten (10) working days after receipt of the notice of recall unless such person is sick or injured.

   (a) A RIF'd teacher who has secured temporary employment elsewhere shall be allowed two (2) weeks before being required to report for work.

   (b) A RIF'd teacher employed in another school district for whom a position would be available in the Colonel Crawford District shall have until the beginning of the next school year to return to the Colonel Crawford District, or be removed from the recall list.

L. Benefits During RIF

Benefits to which a teacher was entitled at the time of his layoff, including unused accumulated sick leave and personal leave will be restored upon return to active employment. Such teacher shall be placed on the proper step of the salary schedule for his/her current position according to his/her experience and education. A teacher shall not receive increment credit for time RIF'd nor will such time count toward the fulfillment of time requirements for acquiring tenure.

M. Substituting

While RIF'd, a teacher will be eligible for substitute teaching in the district.

305 PLANNING TIME AND LUNCH PERIODS

A. Secondary Teachers

Each secondary teacher's (middle school and high school) schedule shall include at least one period daily for conferences with students and/or instructional planning. Such conference/planning time shall not be less than two hundred (200) minutes per week. Student passing time between classes is not included as part of a class or planning period.

B. Elementary Teachers

Each elementary teacher (to include educational service personnel and special education teachers) shall have at least two hundred (200) minutes per week for planning/preparation time. Such time shall be within the student school day, shall be provided in blocks of time that are no less than 20 minutes, and shall be for use by each member as the member may determine as long as it is related to their assigned responsibilities. Such time will be without students in attendance and no other responsibilities will be assigned by the administration during this schedule planning/preparation time except in cases of urgent necessity.

C. Recess Duties

On those days when a member has no special classes scheduled, effort shall be made to exclude that member from recess duty. When such exclusion is not possible, upon request to the principal or his/her designee, such members shall be authorized to leave the room for a restroom break.

D. Lunch

Members shall be granted at least a full thirty (30) minutes of uninterrupted duty-free time for lunch.

306 SCHOOL CALENDAR

A. The Board and the Association will develop three (3) approved calendar options after seeking input from administrators, certificated and classified employees which shall be submitted to the CCEA membership for a vote. Whichever option is chosen by the CCEA, accompanied by designated "make-up days," shall be submitted to the Board for adoption. In the event the CCEA does not select one of the three options or fails to do so in a timely manner (not less than 10 school days), the Board may properly exercise its managerial right by implementing a calendar.

B. In the event of calamity days (defined as a day when school is not in session due to weather or other unforeseen reasons), the procedure for make-up days shall be as follows:

1. The first seven (7) days shall be waived.

2. Days eight (8), nine (9), and (10) if used, shall be made up through the use of Remote Learning Days. Days eleven (11) and beyond, teachers shall be available via phone and/or computer from 10 a.m. to 2 p.m.

307 SUBSTITUTE TEACHERS (See Section 3319.10 ORC)

Substitute teachers shall be secured from a list of approved teachers submitted by the Mid-Ohio Educational Service Center (MOESC) or the North Central Ohio Educational Service Center (NCOESC). Efforts to secure a substitute shall be made. The principal will secure the teacher, and the Board must pay the substitute.

308 EVALUATION PROCEDURE

A. Evaluation Committee

An Evaluation Committee will be formed by mutual consent by the Board and CCEA, to review the evaluation instruments which will be used to evaluate the professional staff represented by the CCEA. Membership of the Committee shall be as follows: three (3) representatives appointed by Superintendent, four (4) teachers appointed by the President of the CCEA. The Evaluation Committee shall make its recommendations to the Superintendent by April 1. Any change will become effective for the ensuing school year. All recommendations and changes must be ratified by both parties.

B. HQSD Review Committee

A HQSD Review Committee will be formed by mutual consent by the Board and CCEA, to review the evaluation instruments which will be used to evaluate the professional staff represented by the CCEA. Membership of the Committee shall be as follows: three (3) representatives appointed by Superintendent, four (4) teachers appointed by the President of the CCEA. The HQSD measures must be turned into the building administrators by September 15th. The HQSDs will be evaluated by members of the Review Committee and returned by September 30th.

C. Classroom Observations - Evaluators

1. The only persons authorized to observe a professional staff member for the purpose of evaluation shall be the Superintendent, assistant principal, and the building principal assigned to that particular staff member who is both licensed and credentialed as required by ORC.

2. Observations by persons other than those identified above shall be held only with a three-day notification of said event, the mutual written consent of teacher and principal specifying the length, purpose, and names of outside personnel involved in such an occurrence. Multiple occurrences will become a subject to immediate bargaining.

3. Certified Curriculum Consultants from North Central Ohio Education Service Center may conduct Focused Observations, at the written approval of the teacher and agreed upon by the administrator.

    i. The purpose of the observations shall be limited to the evidence gathering component of OTES 2.0.

ii. The assigned administrator shall still be responsible for the final rating.

D. Observation Procedures for an Evaluation Cycle

1. Teachers

The formal observations, known as Focused and Holistic, for any teacher will be preceded by a notice of intent to observe prior to the observation. Subsequent observations shall be announced by the persons authorized to observe under C1 above.

Evaluation cycles for teachers shall be as follows:

a. Shall commence no earlier than the beginning of the fourth workweek. Formal observations shall be spaced at least ten workdays apart unless otherwise mutually agreed upon in writing by the evaluator and the bargaining unit member.

b. Bargaining unit members may voluntarily file a written request for additional observation(s) which will be requested through letter to the superintendent, and such letter will be made a part of that individual's evaluation file and cycle.

c. Two informal observations, known as, walkthroughs will occur during each full evaluation cycle. An informal observation will consist of a minimum of 7 but not more than 15 consecutive minutes. Informal observations shall be spaced at least 10 days apart from a formal observation. Unless mutually agreed upon by both parties.

2. Formal observations shall not be less than thirty (30) continuous minutes.

3. Any teacher employed under a limited contract who is being considered for non-renewal shall receive a third formal observation by March 15th. The formal observation will be announced and followed with a post observation conversation.

4. Multiple Building Assignments

A teacher who is assigned to more than one building may be formally observed on at least one occasion for not less than thirty (30) minutes for the purpose of evaluation in each building assigned. Post Conference shall be conducted on the observations by only one evaluator.

5. Post Conference

a. A Post Conference shall be conducted after each formal observation.

b. The evaluator and teacher shall review the evidence gathered based upon the performance rubric within ten (10) days following the formal observation. The Evaluation Summary will be dated and signed by both the evaluator and the teacher to indicate the post conference occurred. A teacher's signature does not necessarily indicate that the teacher agrees with the formal observation results.

c. The staff member has the right to include their comments on the form.

d. Based upon final ratings set forth in the Ohio Teacher Evaluation System the teacher and evaluator will collaboratively indicate, if applicable, areas for focus.

6. Copy of Evaluation

The teacher will be given a printed copy of the evaluation and have access to all evaluation documents – via the Data Gathering Tool (DGT). Teachers may also request a hard copy of all documents.

7. Additional Conferences

At the request of the teacher or the authorized evaluator, additional conferences may be held. A record of the conference will be signed by both parties and placed in the teacher's personnel file.

E. Definitions

1. Evaluation Cycle: The period from the establishment of a professional growth or improvement plan through the issuance of an evaluation rating, in the year in which an evaluation rating is required by this contract or Ohio Rev. Code.

2. Evaluation Factors: The walkthrough(s), observation(s), and other components required by Ohio Rev. Code to be used in the teacher evaluation procedure.

3. Evaluation Framework: The document created and approved by the Ohio State Board of Education establishes the Standards-Based evaluation of teachers in accordance with Ohio Rev. Code §3319.111 (A).

4. Evaluation Documents: The forms used by the teacher's evaluator will be completed and stored in the online Data Gathering Tool (DGT). The approved evaluation documents are also attached to this agreement as Appendixes F-N.

5. Evaluation Procedure: The procedural requirements set forth in this agreement which conform with and provide specificity to the statutory obligations established by Ohio Rev. Code §3319.111 and §3319.112.

6. Evaluation Rating: The final, summative evaluation level that is assigned to a teacher is based on the holistic review of all Evaluation Factors, observed during the Evaluation Cycle. The rating shall be "accomplished", "skilled", "developing", or "ineffective". The final rating shall not be weighted in such a way that one (1) domain or component of the evaluation system has a higher importance than another, except that any area marked N/A shall not negatively impact the evaluation rating.

7. Evidence: Information collected by the evaluator and/or information provided to the credentialed evaluator by the teacher, to support and inform the accurate reflection of the Evaluation Factors. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters,

classroom rules, lesson plans, student portfolios, summative assessments, and student work samples.

8. High Quality Student Data (HQSD): Quantitative information, derived from instrument(s) rigorously reviewed and approved by locally determined education experts, which provides evidence of student learning that can be directly attributed to the teacher being evaluated.

9. Improvement Plan: A detailed, written plan collaboratively developed between the teacher and evaluator, utilized solely when a teacher receives an Evaluation Rating of ineffective. The approved form for the Improvement Plan is in the DGT and attached to this agreement as Appendix H.

10. Ohio Evaluation System (OhioES): The electronic system used by the District to report aggregate, summative teacher evaluation ratings to the Ohio State Board of Education.

11. Ohio Teacher Evaluation System (OTES): The teacher evaluation system required by Ohio Rev. Code §3319.111 and §3319.112.

12. Professional Growth Plan: A written plan, self-directed or jointly developed between the teacher and the evaluator, designed for the sole purpose of continuing teacher growth focused on areas identified in the teacher's observations and/or evaluation. The approved form for the Professional Growth Plan is in the DGT and attached to this agreement as Appendix G.

13. Teacher of Record: A teacher who is:

    a. Responsible for assigning the grade to the student or is responsible for the daily instruction of a specific student; and,

    b. Required to have the proper certification and/or licensure to teach the subject/grade level for which he/she has been designated "teacher(s) of record"; and,

    c. Responsible for at least fifty percent (50%) of a student's scheduled and attended instructional time within a given subject or course.

14. Teacher Performance: The assessment of a teacher, during the evaluation cycle, which is based upon the educator professional standards, and reported using the Teacher Performance Evaluation rubric contained in Appendix E of this Agreement.

F. Purpose

1. The purposes of teacher evaluation are:

    a. To serve as a tool to advance the professional development of teachers.

    b. To inform instruction.

c. To assist teachers and administrators in identifying and supporting best educational practices that will provide the greatest opportunity for student learning and growth.

G. Application

1. The teacher evaluation procedure contained in this agreement applies only to members of the LTA bargaining unit who spend at least fifty percent (50%) of their time providing student instruction.

2. Members with less than fifty percent (50%) of their time on student instruction will be evaluated using a rubric based on their job description.

3. School Counselors will be evaluated using the OSCES rubric. Appendix F

H. Evaluators

1. An evaluator must be a credentialed contracted employee of the District who possess the appropriate license noted in ORC.

2. A teacher's evaluator shall be assigned, and the teacher shall be notified of the assignment in writing, no later than September 15, or in the case of a new teacher, within thirty (30) days of the first day employed.

3. Evaluator assignments shall be made pursuant to the following requirements:

a. For those teachers with an evaluation rating of skilled, developing, or ineffective on their most recent evaluation, the evaluator shall be assigned.

b. For those teachers with an evaluation rating of accomplished on their most recent evaluation, the teacher may select their evaluator, with the superintendent's approval, not later than September 30 in the year of their evaluation cycle.

c. In the event a teacher performs work under more than one (1) administrator, only one (1) administrator shall be designated as the evaluating administrator.

d. Should an unforeseen emergency arise, a new evaluator must be chosen in consultation with the teacher.

e. Upon request of the teacher, the teacher shall be assigned a new evaluator if documentation shows the evaluator has discriminated against the teacher, made false claims against the teacher, or the evaluator received an ineffective rating on his/her most recent evaluation.

4. In assessing a teacher's performance, evaluators will not make judgments, or otherwise discriminate, on the basis of a teacher's age, gender identification, race, ethnicity,

national origin, religion, sexual orientation, marital status, military status, disability, union membership or union activism.

I. Training

1. The Board shall meet the requirements of Ohio Rev. Code §3319.112(A)(8)(9) to provide professional development and sufficient financial resources to support the professional learning required by this agreement. All professional development will align with the Ohio Professional Development Standards.

2. The Board shall provide training on the components of the teacher evaluation procedure, including the calibration of evaluation ratings, the evaluation Standards for Ohio Educators, rubrics, tools, processes, methodology, and the use of High-Quality Student Data (HQSD).

3. Evaluators – Each evaluator must successfully complete state-mandated evaluator credentialing training and is required to pass a credentialing assessment.

4. Teachers – If requested, teachers shall be given written instruction and/or training on any evaluation component.

5. Joint Evaluation Instrument Training – The Board shall provide joint training for administrators and teachers that ensures awareness of and an understanding of all processes, forms and tools used in the evaluation procedure.

J. Schedule for Evaluation

1. District administrators shall evaluate teachers annually, except as listed in the situations outlined below in sections C and D. Annual evaluations include two (2) formal observations, one holistic and one focused, of at least thirty (30) minutes each and no more than two (2) classroom walkthroughs/informal observations.

2. The evaluation shall be completed no later than the first day of May, and the teacher being evaluated shall receive a written report of the results of this evaluation, including the assigned evaluation rating, not later than the tenth day of May.

3. The Board shall evaluate teachers receiving a final holistic rating "Accomplished" on their most recent evaluations carried out under this policy once every three (3) years. Such evaluations shall be completed by May 1st of the evaluation year. Teachers evaluated on this schedule are provided a written copy of their evaluation results, including the assigned evaluation rating, by May 10th of the evaluation year. In years when a holistic evaluation will not take place, one focused, formal observation will be done, and at least one conference with the teacher shall be held. Said conference will include discussion of the teacher's progress on their annual PGP.

4. The Board shall evaluate teachers receiving a final holistic rating of "Skilled" on their most recent evaluations carried out under this policy once every two (2) years. Such

evaluations shall be completed by May 1st of the evaluation year. Teachers evaluated on this schedule are provided a written copy of their evaluation results, including the assigned evaluation rating, by May 10th of the evaluation year. In years when a holistic evaluation will not take place, one focused, formal observation will be done, and at least one conference with the teacher shall be held. Said conference will include discussion of the teacher's progress on their annual PGP.

5. If the Board has entered into a limited contract or extended limited contract with a teacher pursuant to section 3319.11 of the Ohio Revised Code, the Board shall perform a minimum of three formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher pursuant to division (B), (C)(3), (D), or (E) of that section.

K. Criteria for Performance Assessments

1. A teacher's performance shall be based on the Ohio Educator Standards (or aligned standards) and rubrics for teaching and the criteria set forth in the evaluation instrument included as Appendixes E-N of this contract.

2. Teacher performance shall be based on the evidence provided by the teacher and the formal observations and walkthroughs by the teacher's assigned evaluator.

3. A teacher may provide evidence to the credentialed evaluator to support and inform an accurate reflection of the Evaluation Factors being evaluated. Examples include, but are not limited to, responses to pre-observation questions, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, professional education organization work, education awards, and student work samples. All evidence presented shall be included in the report and will be considered in the evaluator's assessment of the teacher.

4. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

5. No misleading, inaccurate, untimely, undocumented, or unsubstantiated information may become part of a teacher's performance assessment. All results and conclusions of performance assessments shall be documented and supported by evidence collected by the evaluator.

6. In implementing performance assessments, the District shall conduct all assessments so as to observe the legal and constitutional rights of teachers, and no teacher performance information shall be collected by video or audio devices without the express, written consent of the teacher being evaluated.

7. The District will not use video/audio evidence submitted to the SBOE by the Resident Educator as evidence to assess teaching performance, unless mutually agreed upon by both parties.

L. High Quality Student Data (HQSD)

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

2. When utilizing vendor assessments to construct HQSD, all related teaching, student, and other educational materials shall be purchased, and all affected staff shall be trained on utilization of the assessment program.

3. HQSD shall be used as evidence in any component of the teacher's evaluation related to the following:

   a. Knowledge of the students to whom the teacher provides instruction;

   b. The teacher's use of differentiated instruction practices;

   c. Assessment of student learning;

   d. The use of assessment data; and

   e. Professional responsibility and growth.

1. No Evaluation Factor shall be impacted by student performance on a test or tests.

2. An HQSD committee agreed upon by the superintendent and the CCEA President will be designated to review and approve measures of HQSD.

3. HQSD shall not be aggregated to provide "shared attribution" among teachers in a District, building, grade, content area, or other group.

M. Observations

1. Schedule of Formal and Informal Observations/Walkthroughs

   a. The Board shall perform at least two (2) formal observations, one holistic and one focused, in a year in which the teacher is on a full, holistic evaluation cycle. Each formal observation shall last a minimum of thirty (30) continuous minutes.

   b. One (1) focused formal observation shall occur in a year in which a teacher is not on a holistic evaluation cycle.

   c. The Board shall perform a minimum of three (3) formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher under Ohio Rev. Code §3319.11. The observation schedule shall comply with (1) above and the third formal

observation shall occur at least fifteen (15) working days following the second post-observation conference. The third formal observation shall be completed no later than March 15th.

d. Teachers shall not receive a formal observation on a day before or after the following: the administration of standardized testing, a holiday, any school break of more than two (2) consecutive calendar days, or any leave of absence of more than three (3) days, unless mutually agreed upon.

e. A teacher may request a formal observation at any time in addition to those required by this procedure.

f. All formal observations shall be announced.

2. Observation Conference

a. A pre-observation conference shall occur between the evaluator and the teacher prior to each formal observation. At the pre-observation conference, the teacher shall provide evidence for the work situation to be observed on the pre-observation question form (Appendix M).

b. A post-observation conference shall be held after each formal observation. The post-observation conference shall take place not more than ten (10) working days following the formal observation. Teachers shall be given the opportunity to provide evidence, which must be utilized to inform the evaluator's rating in all areas of the observation and shall include a discussion of the progress being made on the teacher's professional growth or improvement plan.

c. The evaluator shall provide the teacher with copies of all written documentation collected during formal observations and walkthroughs.

N. Walkthroughs/Informal Observations

1. A walkthrough is a formative written assessment piece that focuses on one of the following components:

a. Evidence of planning;
b. Lesson delivery;
c. Differentiation;
d. Resources;
e. Classroom environment;
f. Student engagement;
g. Assessment; and
h. Any other component of the Standards for Ohio Educators and rubrics approved for teacher evaluation.

2. The walkthrough shall be at least seven (7) consecutive minutes, but not more than fifteen (15) consecutive minutes in duration.

3. A post conference shall occur no later than five (5) days after the walkthrough to discuss observations, if requested by the teacher.

4. The teacher shall be provided a copy of the walkthrough form, including all scripted and anecdotal documents relative to the walkthrough.

5. No more than two (2) walkthroughs shall be included in each evaluation cycle. Additional walkthroughs may be requested by the teacher.

O. Finalization of Evaluation

1. Written Report

a. Before the evaluation cycle is final, and not later than May 10, a copy of the evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.

b. The teacher shall have the right to make a written response and to have it attached prior to it being placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.

2. Completion of Evaluation Cycle

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

b. The evaluation shall acknowledge, through the gathered evidence, the performance strengths of the teacher evaluated as well as performance deficiencies, if any.

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

d. The evaluation report shall be signed by the evaluator and the teacher to verify notification to the teacher that the evaluation shall be placed on file. The teacher's signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report. Electronic signatures (e.g. a 'PIN') may be used.

e. The evaluation report shall be completed, signed by both parties, and filed with the Superintendent no later than May 10.

f. Any teacher who receives an evaluation rating of "skilled" shall not be subject to another full evaluation cycle until the second school year following the rating

unless it is determined, in writing and through a preponderance of the evidence available to the evaluator, that the teacher is not making progress on their professional growth plan.

g. Any teacher who receives an evaluation rating of "accomplished" shall not be subject to another full evaluation cycle until the third school year following the ratings, unless it is determined, in writing and through a preponderance of the evidence available to the evaluator, that the teacher is not making progress on their professional growth plan.

h. The Superintendent shall annually file a report to the SBOE, including only the following information:

i. the number of teachers for whom an evaluation was conducted; and
ii. the number of teachers assigned each rating (Accomplished, Skilled, Developing, or Ineffective) aggregated by the institution where they received their teaching degree and the year in which they graduated.

i. All other information and documentation obtained through the evaluation process shall be stored and maintained by the District.

j. Upon request, teachers shall be given copies of all information and documents obtained through the evaluation process.

P. Professional Growth and Improvement Plan

1. Professional growth and improvement plans shall be developed as follows:

a. Teachers whose evaluation rating is Accomplished shall develop a self-directed plan for continuing professional growth and may choose the credentialed evaluator for their next evaluation cycle as set forth in this agreement, with the approval of the superintendent.

b. Teachers whose evaluation rating is Skilled shall develop a professional growth plan collaboratively with his/her credentialed evaluator.

c. Teachers whose evaluation rating is Developing shall develop a professional growth plan with their assigned evaluator, pursuant to the terms of this agreement.

d. Teachers whose evaluation rating is Ineffective shall develop a professional improvement plan with their assigned evaluator, pursuant to the terms of this agreement.

e. If a teacher and evaluator are unable to agree on the evaluator's expectations for the improvement plan, the teacher may request a teacher mentor/coach or another mutually agreed upon teacher of the District to facilitate further discussion

between the teacher and the evaluator toward development of the improvement plan.

2. Based on the evaluation cycle rating, PGPs will be developed not later than October 1st. However, said plans may be completed at the end of the previous year. There will be no expectation for teachers to complete any PGP work during the summer months.

3. Professional growth and improvement plans shall describe the specific growth expectations, resources and assistance to be provided.

4. The Board shall provide for professional development and for the allocation of financial resources to accelerate and continue teacher growth and improvement and to provide support to poorly performing teachers as set forth in this agreement.

5. A teacher in their first year of employment with the District shall not be placed on an improvement plan.

6. A professional improvement plan is a clearly articulated assistance program for a teacher based upon a final holistic evaluation cycle rating.

7. The professional improvement plan shall include:

   a. Specific performance expectations, resources and assistance to be provided;

   b. Timelines for its completion; and

   c. Monetary, time, material, and human resources.

8. Professional growth and improvement plans shall be aligned to the teacher's evaluation cycle and, if applicable, include one (1) of the District's or Building level improvement plan required under the "Elementary and Secondary Education Act of 1965", as amended.

9. No Improvement Plan or Professional Growth Plan will have more than two (2) achievable goals per Evaluation Cycle.

Q. Mentor Teacher (Coach) for Teachers on an Improvement Plan

1. The District will provide teachers under an improvement plan with a trained mentor teacher (coach) who is not the credentialed evaluator. The mentor teacher will be provided release time to allow for meetings and/or observations with the teacher.

2. Role of the Mentor Teacher

   a. The mentor teacher may have continuing contract status and have a minimum of four (4) consecutive years of teaching experience in the district, unless waived by the mentee.

i. The mentor teacher must be trained to act as a mentor through a mutually agreed upon training procedure.

ii. The mentor teacher must hold a valid teaching certificate/license and may be assigned to teachers with the same area of certification/license.

iii. The mentor teacher must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.

iv. The mentor teacher does not have a formal evaluation role. The mentor's role is to support the growth of the educator as an instructional mentor through formative assessment tools.

b. Release Time – Each mentor teacher shall be granted release time for direct mentoring activities. Release time shall be separate from any other release time covered under this agreement and shall be coordinated by the building administrator.

c. Protections

i. Other than a notation to the effect that a teacher served as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of that staff member's evaluation.

ii. A mentor teacher shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.

iii. No mentor teacher shall be requested or directed to divulge information from the written documentation, or confidential mentor/mentee discussions.

iv. All interaction, written or oral, between the mentor teacher and the teacher shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the mentoring teacher shall constitute grounds for immediate removal from his or her role as mentor teacher.

v. At any time, the mentor teacher or the teacher may exercise the option to have a new mentor teacher assigned to the teacher. No specifics shall be given as basis for the exercise of this option and said change shall occur without prejudice or judgment to either the mentor teacher or the teacher. This option may be exercised two (2) times by the mentor teacher or the teacher. Changes in mentors will be subject to availability.

R. Due Process

1. Teachers who disagree with and provide evidence that identifies errors with, data sources, data collection or calculation, performance ratings, and/or the summative evaluation

rating shall be permitted to request a different credentialed evaluator, at the discretion of the Superintendent. Such requests shall be documented and approved by the District.

2. A teacher shall be entitled to Association representation at any conference held during this procedure. The evaluator shall notify the teacher of this right prior to scheduling any conference regarding this evaluation process.

3. Failure by the District to adhere to any timeline or condition established in this agreement shall render the evaluation, including the summative rating, void. Such errors shall automatically require re-employment of the teacher under the appropriate contract which they are otherwise eligible to receive under the collective bargaining agreement and/or Ohio law.

4. Any violation of either procedural or substantive due process shall automatically require re-employment of the teacher under appropriate contract which they are otherwise eligible to receive under the collective bargaining agreement and/or law.

5. All provisions of OTES shall be governed by this Agreement, in compliance with Ohio Rev. Code, and shall be grievable under the applicable grievance provisions of this Agreement. The timeline for initiating a grievance shall begin with the reporting of a teacher's evaluation rating at the end of his/her evaluation cycle.

6. The Board shall amend its evaluation policy to conform to the terms of this agreement.

7. If the Ohio General Assembly promulgates a law that invalidates portions of this evaluation procedure, or a Court of competent jurisdiction or the State Employee Relations Board (SERB) determines that a provision of this section is unlawful, the parties shall meet within 10 days to bargain over the impact of the changes. If the parties fail to reach agreement within thirty (30) days of the initial bargaining meeting, the parties shall utilize the Dispute Resolution Procedure found in Article 109 of this agreement. If the parties are unable to reach an agreement after thirty (30) days of the enactment of the Dispute Resolution Procedure, the parties may avail themselves of any other legal remedy. The Association specifically retains the right to strike under Ohio Rev. Code §4117 at the end of the thirty (30) day dispute resolution procedure period.

S. Personnel Action Requirements

The evaluation procedure contained in this agreement shall not be used in any decision concerning the retention, promotion, removal, reduction, or recall of any teacher until three (3) evaluation cycles have been completed.

309 PROFESSIONAL DEVELOPMENT COMMITTEE

A. Purpose

A Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans for course work, continuing education units, and/or other equivalent activities.

B. Term of Office

Except as specified below for initial appointments, the term of office for members serving on the committee shall be two years. The terms shall be staggered. For the initial appointment, two teacher members and the principal member shall be appointed to three-year terms. Thereafter, all terms shall be two years.

C. Committee Composition and Selection

1. The committee shall be comprised of five members as follows:

   Three teachers
   One principal
   One other district employee

2. The three teacher members shall be appointed by the CCEA President. The principal member shall be selected by the principals employed by the district. The other employee member shall be appointed by the Superintendent.

3. In the event of a vacancy, the committee member shall be replaced in accordance with C-2 above and shall complete the term of the vacant slot.

D. Chairperson

The committee chairperson shall be determined by majority vote of the committee members.

E. Quorum

The committee will endeavor to make decisions by consensus in all cases. If efforts to reach consensus are unsuccessful then decisions shall be made by majority vote of the committee members present and voting so long as a quorum is present. A quorum shall consist of three (3) committee members. The committee shall not be empowered to perform its business unless a minimum of three of its members are in attendance at any meeting which has been scheduled in accordance with provision G herein. Such quorum shall include at least one member of the bargaining unit and one member who is not in the bargaining unit.

F. Training

1. Members of the LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, implementation, functioning, and legal requirements of LPDC's.

2. If the training is available during work hours, the committee members shall be given paid release time to attend. If the training is not available during regular workday or work year, members shall be paid at their per diem rate for each hour involved.

3. LPDC members shall be reimbursed for all actual and necessary expenses incurred as part of the training. Expenses shall be submitted on the LPDC form (Appendix B).

G. Meetings and Compensation

1. The LPDC shall meet as often as the members deem necessary to complete their work. It is the intent of the parties that the LPDC meet quarterly during the workday, but it is recognized that exceptions may arise. The Board shall provide substitutes on days the LPDC is meeting during the workday.

   In the event of meetings in addition to the quarterly scheduled meetings, the LPDC shall take the school calendar into consideration and shall give the Superintendent as much advance notice as possible.

2. Not later than September 10 each year, the committee shall post in each building their meeting schedule. Additional meetings may be scheduled as necessary.

3. Committee members shall be paid at their per diem rate for committee work performed outside the regular workday or work year.

4. All compensation shall be drawn from the district's receipt of monies provided by the state and earmarked for Local Professional Development Committees. Upon receipt of such monies the district shall notify the committee chairperson of the amount and the guidelines for expenditures of such monies.

H. Appeals Process

1. Step One

   A written appeal form shall be submitted to the LPDC chairperson within twenty (20) workdays of denial. A person may attend the next scheduled LPDC meeting to explain the written appeal. All appeals will be reviewed at the next scheduled LPDC meeting. Written notification of the appeal decision shall be provided within five (5) workdays or thirty (30) calendar days, whichever comes first.

2. Step Two

   If the appeal is denied, the applicant may request a binding decision rendered by a three (3) person panel chosen as follows: one (1) person selected by the applicant, one (1) person chosen by the LPDC committee, and a third person mutually agreed upon by the applicant and the LPDC. Members of this panel must hold a current Ohio Department of Education Certificate or License.

310 MENTORING

District mentoring shall be done on a voluntary basis and shall be remedial, supportive, and formative in nature. The relationship between the mentor and employee being mentored is confidential in nature and shall be maintained by all district personnel. The following interests will be incorporated into the district's program:

A. Mentor shall receive required training.

B. Maintaining quality teachers

C. Fairness

D. Consistency

E. Confidentiality

F. Guaranteeing new teachers reach the same high quality of existing staff through the mentorship program.

G. The program is remedial, supportive, and formative in nature, not punitive.

H. The mentorship-derived evaluations are not to supplant or be incorporated into district personnel evaluations.

I. The program should promote and advance the educational process.

J. Appropriate time and resources should be provided for both the mentor and the new employee being mentored.

K. Staff time should be utilized in a cost-efficient manner.

L. The mentor and employee being mentored should utilize a shared time frame (both during and after school hours) as appropriate.

M. A log of hours will be kept by mentor and turned into lead mentor. Salary to be paid in last pay of June of that school year.

N. Mentors shall be limited to one (1) entry year teacher per school year.

The program should remain in compliance with Department of Education guidelines.

311 RE-EMPLOYMENT AS A TEACHER AFTER RETIREMENT

The District may, on occasion, rehire a teacher who is receiving STRS service retirement benefits. The following parameters will be followed, and shall supersede state statute(s):

A. Any teacher who elects to retire must do so without regard for re-employment.

B. A retired and re-employed teacher will be considered for the purposes of employment as a new employee subject to, but not limited to, fingerprinting, TB testing, and Medicare deduction.

C. For the purpose of transfer or a reduction in force, the retired teacher's seniority will be based upon the most recent hire date and qualifications may or may not be considered.

D. A teacher retired under STRS who is re-employed is not entitled to a second severance payment.

E. The retiree shall be eligible to participate in the District's insurance programs.

F. A re-employed retired teacher under STRS will be placed on one-year limited contract(s) for the duration of employment and are not eligible for continuing contract status. Such teachers need not

be evaluated and shall not be entitled to the procedures set forth in R.C. 3319.11(g). The one-year limited contract expires automatically at the end of its term.

G. A teacher who retires with thirty (30) or more years of teaching service within the State of Ohio will be compensated at BA Step 9 and his or her current education level.

H. A teacher who retires with less than ten (10) years of teaching service within the State of Ohio will be placed on the retiree's actual experience step in the BA column.

ARTICLE 400 – LEAVES

401 SICK LEAVE

All leaves shall be reported through the use of the Kiosk system.

A Sick Leave Definition (Section 3319.141 ORC)

1. Members of the bargaining unit may use sick leave for absence due to personal illness, injury, exposure to contagious disease which could be communicated to other employees, pregnancy, and to illness, injury, or death in the member's immediate family. A member who is pregnant or whose spouse is pregnant or adopts a child of preschool age shall be entitled to the use of up to forty-five (45) workdays of accumulated sick leave (or more if the member or child is under a physician's care, and documentation of such is provided) for maternity, paternity, or adoption.

   Immediate Family – illness, injury or death: The member's spouse, children, father, mother, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, aunts, uncles, nieces, nephews, grandparents, grandchildren, or other persons who have assumed similar positions, regardless of residence.

2. The Board shall require a member of the bargaining unit to furnish a written, signed statement on forms prescribed by the Colonel Crawford Board to justify the use of sick leave. Such form shall be in accordance with this provision and ORC 3319.141.

B. Cumulative Sick Leave

Pursuant to law, all members of the bargaining unit shall accrue sick leave at the rate of one and one-quarter (1 ¼) days per month of service. Such sick leave is to accumulate to a maximum 326 days. No member shall receive credit for more than fifteen (15) days of sick leave in any one year. Members shall be notified by the treasurer of the Board of the total accumulated days of sick leave at the end of each school year.

C. Advance of Sick Leave Days

New members of the bargaining unit and present members who have exhausted their accumulated sick leave shall be credited, as needed, with additional sick leave days annually. These members shall be credited with an additional twelve (12) days. Such credited leave days will be deducted from the final pay of a member, at his/her per diem rate if the member leaves the employment of the Board before earning sufficient sick leave to repay the advance. The Board will continue to pay the Board-provided insurance premiums of any member who has exhausted his/her sick leave accumulation and any additional advance of days as specified in the contract and who remains on an active contract status with the Board.

D. Administration of Use of Sick Leave

Except as is required otherwise by this provision, sick leave benefits shall be administered in accordance with ORC 3319.141 and ORC 3319.10. See Section 411 for sick leave bank provisions.

402 PERSONAL LEAVE DAYS

A. Entitlement

All certified school employees shall be allotted three (3) personal leave days per year for reasons stated. Substitutes will be hired and paid by the Board. Absences for one-half day personal leave are allowed. Within the student day elementary teachers may use 45 minutes without charge to personal leave. Within the student day junior high and high school teachers may use one class period without charge to personal leave. Teachers using such leave are responsible for providing their own classroom coverage and shall give the building administrator as much notice as possible. Instructional time beyond these limits shall be charged as one-quarter personal day. Teachers may use up to four (4) one-quarter days per school year. Should teachers use more than one-quarter day, it shall be charged in full or half-day increments.

B. Usage Restrictions Personal leave shall not be granted on any school day immediately preceding or following a vacation or holiday unless special waiver is granted by the superintendent of schools.

C. Accumulation/Usage

Personal leave shall accrue at a rate of three (3) days per school year. Teachers may roll over up to two (2) unused personal leave day(s), to a maximum availability of five (5) personal leave days for use in the next school year. Personal leave usage shall not exceed a total of five (5) days in any given year. Any employee who does not use his/her personal leave days will have the option of one (1) of the following:

1. Teachers may be paid at the rate of one hundred twenty-five dollars ($125) for any unused personal day, up to a maximum of three (3) days; or Teachers may choose to roll over any unused personal leave days, up to a maximum of three (3) days, into their sick leave balance.

2. All days, either paid or rolled over, must be in whole day increments, and all unused days must be addressed through the same option.

D. Form

Members requesting personal leave days shall submit the request via Kiosk at least three (3) days prior to the requested leave. This requirement may be waived in emergencies. This request shall incorporate reasons for personal leave usage as is listed in Section E hereunder.

E. Reasons for Personal Leave

1. For important religious responsibilities which cannot normally be conducted outside the regular school day.

2. For weddings where the person is involved in the actual ceremony.

3. For personal business which must be conducted during a regular school day.

4. For emergencies and unusual circumstances that are impossible to foresee or predict. These will be evaluated on their merit by the superintendent of schools.

403 PROFESSIONAL LEAVE

A. Entitlement

All certified personnel represented by the unit (CCEA) are permitted (without loss of pay) to attend professional meetings, workshops, or visitation to other schools each year. Application shall be made with the principal concerned with final approval by the Superintendent. Visitation to other schools should not take place the first or last six weeks of the school year nor for any school day immediately preceding or following a vacation or holiday. Principals will hire a substitute and the Board will pay regular substitute wages.

B. Mileage, Meals, Lodging

Mileage will be paid at the current IRS rate. Maximum rates will be reimbursed upon presentation of receipts at the following rate: Overnight lodging will be reimbursed at $175.00 per night for single occupancy, $100.00 per night for double occupancy. A meal allowance of up to $50.00 per day per person will be paid by the Board. Receipts are required for lodging and meal allowances. Meal allowances will only be paid if the trip requires overnight lodging. Day trips will only be paid mileage.

C. Reports

A report of the day's meeting or visitation shall be made in writing upon request by the building principal. Any recommendations should be sent to the Superintendent for further action.

404 ASSAULT LEAVE

A. Entitlement

Pursuant to and in accordance with Section 3319.143 of the ORC, assault leave shall be granted to a member of the CCEA bargaining unit who is absent from his/her assigned duties because of physical injury resulting from an assault within the scope of the teacher's employment. Said member shall be granted assault leave and shall be maintained on full pay status during such absence.

B. Usage

A member of the CCEA bargaining unit shall be granted assault leave according to the following rules:

1. The incident, resulting in the physical disability of the staff member, must have occurred while performing his/her duties while employed by the Colonel Crawford Local Board of Education.

2. Upon notice to the principal or immediate supervisor that an assault upon a member has been committed, any member having information relating to such assault shall, as soon as possible, prepare a written statement embracing all the facts within the member's knowledge regarding said assault, sign said statement, and present it to the building principal or immediate supervisor.

3. Charges of said member may be filed against the person(s) committing the assault or charges by said member shall be filed at the discretion of the Board.

4. The teacher will be granted five (5) days of assault leave prior to the use of sick leave.

5. If sick leave is expended, said member shall be granted assault leave for up to a maximum of 30 additional days.

405 LEAVE OF ABSENCE

A. Entitlement

1. Illness or Disability

A member of the bargaining unit shall be granted a leave of absence without pay for illness or other disability. At the option of the member, such leave shall be for (a) the balance of the school year or (b) the balance of the school year and the next ensuing school year. Upon written request, the Board shall grant an extension of such leave for one additional school year.

2. Other Purposes

A member of the bargaining unit may be granted a leave of absence without pay for educational, professional, or other purposes. At the discretion of the member, such leave shall be for (a) the balance of the school year or (b) the balance of the school year and the next ensuing school year. Upon written request, the Board may grant an extension of such leave for one additional school year.

Such leaves as is provided in this subsection shall be granted in accordance with the section and Section 3319.13 of the Revised Code.

B. Application

A written application must be made to the Superintendent or his/her designee on the negotiated form at least forty-five (45) days prior to the effective date of the leave. This requirement shall be waived in cases of emergency. The application shall indicate the date of intended expiration of such leave.

C. Benefit Continuation

Members who take leave under this section shall be eligible to continue in Board-provided insurance plans by paying the regular employee and employer premiums to the treasurer prior to the due date.

D. Employee Rights

At the expiration of the approved leave, the returning bargaining unit member shall be granted a position in the bargaining unit to which he/she is certificated. Such leave time shall not apply to seniority but the member's continuous employment with the Board shall not be interrupted. Upon

return to service, the member shall resume the contract status which he/she held prior to such leave (with regard to salary, salary schedule increments, benefits, the terms of the member's contract, and the provisions of this contract).

E. Sick Leave

No member of the bargaining unit shall acquire sick leave during an unpaid leave of absence.

F. Notice of Intent

Upon receipt of a request addressed to the bargaining unit member's address of record, each member of the bargaining unit on an unpaid leave of absence shall notify the Superintendent in writing on or before April 1 of the year such leave expires of his/her intent not to return to active-duty status.

G. Actual Service

To determine the year in which a limited contract expires for the purpose of evaluating members of the bargaining unit as required by Section 3319.111 of the Revised Code, and for the determination of salary specified in part D above actual service of ninety-two (92) or more days in a school year in which a member was placed on an unpaid leave of absence shall be counted as a year in the term of such member's limited contract and shall entitle the member to an additional experience increment on the salary schedule. Actual service shall include all days for which the member was paid.

406 COURT LEAVE

A. An employee who is summoned for jury duty or subpoenaed for a court appearance shall be granted leave without loss of pay for the specific day(s) summoned/subpoenaed.

B. High school and intermediate school employees who are summoned but not chosen to serve on jury duty and who are dismissed by 11:00 a.m. will return to work within a reasonable time after dismissal.

C. Elementary school employees who are summoned but not chosen to serve on jury duty and who are dismissed by noon will return to work within a reasonable time after dismissal.

D. An official participant in the court proceeding (member of the jury, plaintiff, defendant, or a person subpoenaed to testify may, but is not required to, return to work).

E. The Board of Education will pay a full-time employee including hourly and per diem employees, the difference between such employee's regular compensation and the remuneration received by him for serving as a juror and/or witness fees.

407 MATERNITY/PATERNITY/ADOPTION LEAVE

A. Leave Privileges

A member who is pregnant or whose spouse is pregnant or adopts a child of preschool age shall be entitled to the use of up to forty-five (45) workdays of accumulated sick leave (additional days

may be used as needed if the member or child is under a physician's care, and document of such is provided) for maternity, paternity, or adoption. The days may not be used in two separate school years. Following the use of such paid leave, and upon request, the employee may be granted a leave of absence without pay for maternity, paternity, or adoption reasons (following the exhaustion of sick leave). At the discretion of the member, such leave shall be for (a) the balance of the school year (b) the balance of the school year and the next ensuing school year. Upon written request, the Board may grant an extension of such leave for one additional school year.

B. Time Period for Filing Application

A written application must be made to the Superintendent or his/her designee on the negotiated form at least forty-five (45) days prior to the effective date of the leave. This requirement shall be waived in cases of emergency. The application shall indicate the date of intended expiration of such leave.

C. Benefits While on Leave

Members who take leave under this section shall be eligible to continue in Board-provided insurance plans by paying the regular premiums to the treasurer prior to the due date.

D. Reinstatement

At the expiration of the approved leave, the returning bargaining unit member shall be granted a position in the bargaining unit to which he/she is certificated. Such leave time shall not apply to seniority but the member's continuous employment with the Board shall not be interrupted. Upon return to service, the member shall resume the contract status which he/she held prior to such leave (with regard to salary, salary schedule increments, benefits, the terms of the member's contract, and the provisions of this contract).

E. Sick Leave Restriction

No member of the bargaining unit shall acquire sick leave during an unpaid leave of absence.

F. Notice of Intent

Upon receipt of a request addressed to the bargaining unit member's address of record, each member of the bargaining unit on an unpaid leave of absence shall notify the Superintendent in writing on or before June 1 of the year such leave expires of his/her intent not to return to active duty status.

G. Actual Service

To determine the year in which a limited contract expires for the purpose of evaluating members of the bargaining unit as required by Section 3319.111 of the Revised Code, and for the determination of salary specified in part D above, actual service of ninety-two (92) or more days in a school year in which a member was placed on an unpaid leave of absence shall be counted as a year in the term of such member's limited contract and shall entitle the member to an additional experience increment on the salary schedule. Actual service shall include all days for which the member was paid.

408 SABBATICAL LEAVE

Members may apply to the Board, through the Superintendent, for a leave of absence for professional improvement. Such leave may be granted at the discretion of the Board and if granted, under the following conditions:

A. Only one such leave may be granted for each five (5) years of service in the district. Five (5) continuous years of service is required prior to application.

B. No more than five percent (5%) of the bargaining unit may be granted sabbatical leave simultaneously.

C. No leave will be granted to an individual for a second time if other members have filed a request for sabbatical leave.

D. Sabbatical leave shall be for one or two semesters only.

E. A plan for professional growth must accompany the request and evidence that the plan was followed must be presented following the absence.

F. If part pay is authorized by the Board, the maximum part-time salary shall be the difference, if any, between the member's regular salary and the salary of the replacement teacher.

G. To be eligible for part payment of salary, the member must return to the employment of the Board for at least one (1) year, unless the member has twenty-five (25) years of teaching credit.

H. An early termination of this leave, if requested in writing by the member, may be granted effective at the start of the next following semester.

I. At the expiration of the approved leave, the returning bargaining unit member shall be granted a position in the bargaining unit to which he/she is certificated. Such leave time shall not apply to seniority but the member's continuous employment with the Board shall not be interrupted. Upon return to service, the member(s) shall resume the contract status which he/she held prior to such leave (with regard to salary, salary schedule increments, benefits, the terms of the member's contract, and the provisions of this contract).

J. To determine the year in which a limited contract expires for the purpose of evaluating members of the bargaining unit as required by Section 3319.111 of the Revised Code, and for the determination of salary specified in part I above, actual service of ninety-two (92) or more days in a school year in which a member was placed on an unpaid leave of absence shall be counted as a year in the term of such member's limited contract and shall entitle the member to an additional experience increment on the salary schedule. Actual service shall include all days for which the member was paid.

409 MILITARY LEAVE

A. Any member who is called into the Armed Services of the United States shall be granted leave of absence, without pay, for the period of such absence.

B. Requests for military leave shall be submitted to the superintendent of schools in writing accompanied by official orders for induction.

C. Upon release from active service with a discharge other than dishonorable, a member shall be reinstated in a comparable position to the one held at the time of induction if application for reinstatement is made within ninety (90) days of discharge.

D. Upon such application the member shall be reemployed at the first of the next school semester if the application is made not less than thirty (30) days prior to the beginning of the school semester.

E. All years of active military service in the Armed Forces of the United States, as defined in Section 3307.02 of the Ohio Revised Code, to a maximum of five (5) years, shall be counted as teaching service credit. For purposes of this calculation, a partial year of active military service of eight (8) months or more in the Armed Forces shall be counted as a full year and need not be within a calendar year.

F. The rights under this provision will terminate upon any voluntary extension of such military service.

G. The Board, in accordance with Ohio Revised Code 3319.14, may suspend the contract of the member whose services become unnecessary by reason of the return of a member from service in the Armed Forces or auxiliaries thereof, in accordance with Section 3319.17 of the Revised Code and Section 304 of this contract.

H. All members who are members of the Ohio National Guard, the Ohio Naval Militia, or members of the other reserve components of the Armed Forces of the United States shall be entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed thirty-one (31) days in any calendar year, except that the Board rate of pay shall be calculated on the basis of the difference between the member's full salary and compensation received for military duty.

410 FAMILY AND MEDICAL LEAVE

A. Notwithstanding other provisions of this Agreement, the Board agrees to abide by the provisions of the Family and Medical Leave Act of 1993. The parties to this Agreement agree that all benefits guaranteed by the Act will be provided to employees covered by this Agreement. Any alleged violations of the Act may be processed as grievances using the procedure herein. Pursuit of such a grievance in no way prevents an employee from enforcing their rights under the Act as provided by law.

B. Leave Provisions

1. Each employee is entitled to and shall be granted upon request up to 12 weeks of unpaid leave per year for a serious health condition of the employee or to care for a new child or a sick child, parent, or spouse. Such leave may be taken for the care of a newly adopted or newly placed foster child, as well as a newborn child.

2. Any leave beyond 12 weeks in a year for these combined purposes may be granted pursuant to the other leave provisions of this Agreement.

3. Eligible employees may choose to substitute paid or unpaid leave granted by other provisions of this Agreement for all or part of the unpaid leave granted under this article.

4. The employee shall give the Board thirty days' notice when need for the leave is foreseeable; otherwise, the notice shall be given as soon as possible. The employee's notice shall specify Family Leave, using Appendix C.

5. When a certified medical necessity, leave may be taken intermittently.

6. Eligible employees are those who have worked at least 1,250 hours for the employer during the previous twelve-month period.

C. Protection of Employment

1. The Board shall return the employee taking a leave under this article to the same or equivalent position he/she occupied prior to the leave.

2. The taking of a leave under this article shall not result in the loss of any employment benefit accrued prior to the date the leave commenced.

D. Insurance Continuation

The Board shall continue to pay the Board contribution necessary to continue all medical, dental, and life insurance plans for the employee while he/she is on leave under this article.

E. Year

For purposes of family leave benefits, year shall be defined as July 1 through June 30.

411 SICK LEAVE BANK

A. Purpose

The purpose of the sick leave bank is to provide paid days for catastrophic or long-term personal or family illness to contributors to the bank who have exhausted their accumulated sick days and who are experiencing prolonged personal or family illness.

Use of days from the sick leave bank will be limited to catastrophic or long-term illness of the bargaining unit member, spouse, or the bargaining unit member's children or parents, or other persons who have assumed similar positions, regardless of residence. To apply for use of the sick leave bank, a letter shall be submitted to the Superintendent with medical authorization.

B. Establishment

If you have already donated at least once under the previous contract then you are automatically in the sick leave bank. In the event the Sick Leave Bank falls below 40 days, then you will be required to donate a sick or personal day to stay in the bank. New hires may join in the year they are hired by donating a personal day by October 1st and other teachers that are not in the bank may donate either a sick or personal day at the beginning of each year to join.

C. Length of Membership

Membership in the sick leave bank shall be until the cap falls below the 40 days.

D. The Sick Leave Bank Committee (SLBC) shall be composed as follows:

1. The Superintendent shall select three (3) members to serve on the Committee.

2. Three (3) members appointed by the CCEA President shall serve on the Committee.

3. This Committee shall be empowered to adopt rules and regulations and to make decisions required to administer the sick leave bank, so long as those rules, regulations, and decisions do not modify the agreement contained herein. This Committee will be titled the "Sick Leave Bank Committee" (hereinafter referred to as the SLBC).

4. The SLBC shall review and approve or deny all applications to the sick leave bank. The SLBC shall also determine the necessity for additional contributions to the bank during the enrollment period and shall notify bank members of the need for said contributions.

5. The SLBC shall be responsible for reporting data concerning the sick leave bank to the Treasurer.

6. Decisions of the SLBC are final and non-grievable.

E. General Provisions

1. An application for an allotment from the sick leave bank will be accepted only from those individuals who have contributed to the bank.

2. An application will be considered only after a member has used all of his/her accumulated sick days and available sick day advances.

3. A maximum of five (5) days may be applied for/granted in the scope of a routine pregnancy and delivery. All accumulated and advanced sick leave must be exhausted prior to any application for this purpose.

5. Days allotted from the sick leave bank will be paid at 100% of the member's daily rate of pay.

4. The maximum number of days that a member may use is 20 days. A member who uses days from the sick leave bank in one school year is required to donate a personal day to the bank the following year or the member will be prohibited from receiving additional days from the bank.

6. If the total number of available days in the sick leave bank falls below the established minimum**,** the SLBC may require the sick leave bank enrollees to donate up to one (1) additional day of their accumulated sick days to the sick leave bank during the next enrollment period.

If a member chooses not to donate, they will not be eligible to use the bank until the next school year.

7. Members are eligible to borrow from the sick leave bank prior to the utilization of Article 4, Section 401C.

8. The SLBC is authorized to suspend the donation of days when the sick leave bank accumulation is excessive.

9. All days accumulated and not used by members shall be cumulative from year to year.

ARTICLE 500 – CONTRACTS

501 SEQUENCE OF CONTRACT ISSUANCE

A. Limited Contract

1. This statement on sequence of limited contracts is made to inform the teaching staff of the progression of limited contracts in this district shall be:

   a. One year, upon initial employment;

   b. One year, upon reemployment for second contract;

   c. Two years, upon reemployment, for third contract;

   d. Three years, upon reemployment for the fourth contract;

   e. Four years, upon reemployment for the fifth contract; or

   f. Five years, upon reemployment, for succeeding contracts.

2. Any teacher on or eligible to receive a multi-year contract, shall only be offered a contract of less duration based on reason(s) that have been identified in the evaluation process between the employee and his/her evaluator(s) in accordance with the negotiated evaluation procedure.

3. Any teacher on limited contract who resigns or retires and returns to service at a later time must begin the contract sequence with a one-year limited contract.

B. Continuing Contract

This statement on continuing contracts is made to inform the teaching staff of the procedure for awarding continuing contracts in this district. Continuing contracts shall be administered in accordance with the ORC 3319.08.

1. If a teacher becomes eligible for a continuing contract in the year that his/her limited contract expires, normal statutory options and procedures will be followed.

2. If a teacher becomes eligible for a continuing contract in a year previous to the final year of a multi-year limited contract, the teacher must submit a written request to be considered for early contract change to the Superintendent. Such request must be accompanied by a valid professional certificate/license or verification provided by the State Department of Education. Such continuing contract shall be granted and will be effective for the following school year unless sufficient reasons have been identified through the evaluation procedure.

502 NOTIFICATION AS TO CONTRACT TERMS

Notification as to contract terms for the next year shall be mailed or hand carried to the teachers so that they receive the same by April 30. Unless otherwise notified, teachers employed for service at Colonel

Crawford Local School and possessing a certificate/license better than a temporary grade, at the expiration of the contract, shall rightfully consider themselves reemployed at the same salary plus any increments due him under the salary schedule. If a teacher is not to be reemployed, the Board must give written notice of its intention not to renew the contract on or before April 30. This applies to supplemental contracts as well. A teacher is presumed to have accepted employment at Colonel Crawford School for succeeding year unless he or she notified the Board in writing to the contrary on or before July 1. (See Section 3319.12 Revised Code)

503 INDIVIDUAL CONTRACTS, REGULAR

A. Written Contracts

All teachers employed to perform regular duties by the Board shall receive written contracts. The regular individual contract shall include:

1. Name of teacher;

2. Name of the school district and board of education;

3. Type of contract (i.e., limited or continuing).

4. A limited contract will include:

   a. the length of the contract,

   b. annual regular salary to be paid, and

   c. the basis used to determine the amount.

5. Said information shall apply only for the initial year on a multi-year or continuing contract.

6. Thereafter, this information will be included on the annual salary notification during the term of the contract; and

7. Such information shall apply for each limited contract.

8. Signature of the Board president, Board treasurer, and teacher.

B. Notice of Assignment Change

In addition to the regular contract, the teachers under contract shall be notified no later than August 1 of a tentative change in assignment by the Superintendent.

C. Salary Notices

Salary notices shall be given to teachers under continuing contract no later than June 30 by the treasurer.

504 INDIVIDUAL CONTRACTS, SUPPLEMENTAL

A. Written Supplementals

All teachers employed by the Board and paid to perform assignments beyond regular duties shall be given written supplemental contracts, in addition to their regular contracts. The supplemental contract shall include the following:

1. Name of teacher;

2. Name of school district and board of education;

3. Duration of contract and time period in which supplemental duty is to be performed;

4. Title of the supplemental duty;

5. The amount of pay, basis of pay, and pay periods; and

6. Signature of the Board treasurer and the teacher.

B. Job Description

In addition to the contract, the individual shall receive a copy of the job description for that position.

C. Written Offers

The Board shall give written notice to each teacher of a supplemental contract offer.

D. Priority

The Board shall give priority consideration to a currently employed teacher and show cause if personnel are hired outside.

505 ASSIGNMENT, REASSIGNMENT, VACANCY AND TRANSFER

A. Definitions

For the purpose of this section:

1. "assignment" shall mean the subject area, department, elementary grade level and building to which a member of the bargaining unit is assigned;

2. "reassignment" shall mean a change within the department, or within an elementary grade level in a building from that which a member of the bargaining unit had been previously assigned;

3. "transfer" shall mean a change in the subject area, department, elementary grade level and/or building from that which a member of the bargaining unit had been previously assigned; and

4. "elementary grade level" shall mean primary (grades K-3), elementary (grades 4-5), or intermediate (grades 6-8).

B. Assignment/Reassignment

1. All members shall receive, in writing prior to June 15 of each year, their assignment or reassignment for the ensuing school year.

2. Any member who is reassigned shall be granted, upon request, a conference with the Superintendent at which time reasons shall be given as to why this reassignment is being made. Reassignments are subject to the provisions of part 505-D-2 (Involuntary Transfer) of this section.

C. Vacancies

1. All position openings, whether the opening implies a promotion, is newly created, or an extra duty position, shall be emailed to all staff via the Colonel Crawford School District email during the school year. Said posting shall occur within fifteen (15) days of the opening provided, however, any openings that occur during the student school year may be filled temporarily for the remainder of that school year without posting but must be posted no more than fifteen (15) days after the last day of the school year. Such notices will be indelibly dated at the time of posting. When school is not in session such notices shall be posted in the lobby near the administrative offices and shall be emailed to all certificated staff following an all-call notification regarding available postings, and to the president of the Association.

2. Such notices shall clearly set forth the required certification/licensure for the position, a description of the duties to be performed, additional qualification, if any, salary, and procedures for application.

3. Except as otherwise provided, no vacancy shall be filled until after ten (10) school days [two (2) full weeks when school is not in session] of the date of posting the notice.

4. A candidate hired to fill a position must possess the posted requirements for the position. Any member having the required minimum qualifications may apply for the posted position and shall be granted an interview. The most qualified candidate shall be granted the position. When in the discretion of the Superintendent two (2) or more current bargaining unit members are equally qualified the most senior member shall be granted the position.

5. Member candidates shall not be denied a position arbitrarily or capriciously.

D. Transfer Procedure

1. Voluntary Transfer – Members may request a change of assignment in accordance with the following procedures:

   a. A transfer request form shall be completed and submitted to the office of the Superintendent by April 15 prior to the school year in which the transfer would occur.

b. Transfers will be considered if an opening exists or becomes available and is posted pursuant to Section 505.3 above. A member who has a transfer request on file shall be considered as having applied for said position.

2. Involuntary Transfer – Where practical, involuntary transfers shall be minimized by utilizing the voluntary transfer procedure. If the Superintendent directs an involuntary transfer, notification thereof shall be given to the involved member(s) fifteen (15) business days preceding the effective date of said involuntary transfer. No member shall be arbitrarily or capriciously transferred.

Members being involuntarily transferred shall be assigned only to a position for which they are fully and properly certified/licensed. In discussing an involuntary transfer, there shall be a meeting [within five (5) days of a written request] of the member(s) involved and the Superintendent or his/her designee to explain the circumstances of the transfer. The involved member may request representation of his/her choosing for the meeting. The involved member(s) shall be given the reasons for the transfer, in writing, prior to the aforementioned meeting.

506 LENGTH OF SCHOOL DAY AND YEAR

A. School Year

The contract year shall be one hundred eighty-four (184) days; one hundred eighty (180) days with pupils in attendance and at least four (4) days for professional development.

B. School Day

The length of the regular duty day for members of the bargaining unit shall be seven and one-half (7½) hours except as hereinafter provided. Faculty meetings may extend before or after the duty day not to exceed one (1) hour per month except that emergency meetings may be called.

1. Members are required to attend the annual open house in their assigned building(s). Attendance at other meetings important to the mission of education such as academic nights, graduation, chaperone, PTO, booster organizations, and fine arts event is encouraged.

2. Curriculum committee work shall not be required of bargaining unit members.

3. Members may be required to attend scheduled parent/teacher conferences.

507 CLASS SIZE/MEMBER WORKLOAD

A. Standard

Class size and workload of members of the bargaining unit shall be as prescribed by the Minimum Standards as promulgated by the Ohio Department of Education except as limited below.

B. Grades K-6

For classes in grades K-3, the class size shall be limited to twenty-four (24) students per class; for classes in grades 4-6 (excepting specials such as physical education, band, choir), the class size limit shall be limited to twenty-six (26) students per class. In sixth grade, the calculation of number of students will based upon the teacher's FTE. (FTE means total number of students in a teacher's classes divided by the number of classes taught.)

C. Overages

If a class is larger than the limits established in Section B above but does not exceed thirty-three (33) students, payment shall be made at the following rates:

1-3 students -- $500.00 per student
4-7 students -- $750.00 per student

D. Division of Classes

If on September 15 of any school year the student enrollment of any class grades K-6 exceeds thirty-three (33) students, the Superintendent shall cause such class to be divided into two or more classes within ten (10) school days.

E. The District shall make every effort to provide teachers with a fair and equitable work schedule. Any teacher who believes that his/her teaching load is excessive or that classroom conditions are detrimental to his students' learning may file a written request with the Principal to have the negative situation appropriately addressed. The Principal shall schedule a meeting with the teacher within five (5) school days of the written request. The Principal shall respond in writing within five (5) school days of the meeting with the teacher. If the teacher is dissatisfied with the decision of the Principal, he/she may forward the request to the Superintendent for review. The teacher shall be notified in writing of the Superintendent's disposition of the matter within five (5) school days of his/her request for review.

508 MEMBER SUBSTITUTION

Except in cases of urgent necessity, no member of the bargaining unit shall be required to forfeit his/her conference or planning time to assume the duties of another member.

ARTICLE 600 – SALARY AND BENEFITS

601 SALARY SCHEDULE AND INDEX

A. 1. Effective July 1, 2024, the base salary (BS-0 step) shall be thirty-eight thousand one hundred sixteen dollars ($38,116~~7.00~~) (4% increase).

2. Teacher Salary Schedule, see Exhibit E.

B. 1. Effective July 1, 2025, the base salary (BS-0 step) shall be thirty-nine thousand two hundred fifty-nine dollars ($39,259~~.00~~) (3% increase).

2. Teacher Salary Schedule, see Exhibit E-1.

C. 1. Effective July 1, 2026, the base salary (BS-0 step) shall be forty thousand four hundred thirty-seven dollars ($40,437) (3% increase).

2. Teacher Salary Schedule, see Exhibit E-2.

D. The new salary rate shall be reflected on the first paycheck of each contract year.

E. All bargaining unit employees shall utilize direct deposit.

Exhibit E. TEACHER SALARY SCHEDULE – Effective July 1, 2024 (Base $38,116 – 4%)

2024-25 Certified Salary Schedule

Step	ASSOC	BS	BS+15	150 HRS	MA	MA+30	MA+40
0	32,399	38,116	38,878	39,641	40,784	41,928	43,833
	0.85	1	1.02	1.04	1.07	1.1	1.15
1	32,780	39,641	40,403	41,165	42,690	44,024	45,358
	0.86	1.04	1.06	1.08	1.12	1.155	1.19
2	33,161	41,165	41,928	42,690	44,596	46,120	47,645
	0.87	1.08	1.1	1.12	1.17	1.21	1.25
3	33,542	42,690	43,452	44,215	46,502	48,217	49,932
	0.88	1.12	1.14	1.16	1.22	1.265	1.31
4	33,923	44,596	45,358	46,120	48,788	50,694	52,600
	0.89	1.17	1.19	1.21	1.28	1.33	1.38
5	34,304	46,502	47,264	48,026	51,075	53,172	55,268
	0.9	1.22	1.24	1.26	1.34	1.395	1.45
6	34,686	48,407	49,170	49,932	53,362	55,649	57,936
	0.91	1.27	1.29	1.31	1.4	1.46	1.52
7	35,067	50,313	51,075	51,838	55,649	58,127	60,604
	0.92	1.32	1.34	1.36	1.46	1.525	1.59
8	35,448	52,219	52,981	53,744	57,936	60,604	63,273
	0.93	1.37	1.39	1.41	1.52	1.59	1.66
9	35,829	54,125	54,887	55,649	60,223	63,082	65,941
	0.94	1.42	1.44	1.46	1.58	1.655	1.73
10	36,210	56,031	56,793	57,555	62,510	65,560	68,609
	0.95	1.47	1.49	1.51	1.64	1.72	1.8
11	36,591	57,936	58,699	59,461	64,797	68,037	71,277
	0.96	1.52	1.54	1.56	1.7	1.785	1.87
12	36,973	59,842	60,604	61,367	67,084	70,515	73,945
	0.97	1.57	1.59	1.61	1.76	1.85	1.94
13	37,354	61,748	62,510	63,273	69,371	72,992	76,613
	0.98	1.62	1.64	1.66	1.82	1.915	2.01
16	37,735	63,654	64,416	65,178	71,658	75,470	79,281
	0.99	1.67	1.69	1.71	1.88	1.98	2.08
19	38,116	65,560	66,322	67,084	73,945	77,947	81,949
	1	1.72	1.74	1.76	1.94	2.045	2.15
22	38,497	67,465	68,228	68,990	76,232	80,425	84,618
	1.01	1.77	1.79	1.81	2	2.11	2.22
25	38,878	69,371	70,133	70,896	80,044	82,902	87,286
	1.02	1.82	1.84	1.86	2.1	2.175	2.29
28	39,259	71,277	72,039	72,802	83,855	85,380	89,954
	1.03	1.87	1.89	1.91	2.2	2.24	2.36

Exhibit E-1. TEACHER SALARY SCHEDULE – Effective July 1, 2025 (Base $39,259 – 3%)

2025-26 Certified Salary Schedule

Step	ASSOC	BS	BS+15	150 HRS	MA	MA+30	MA+40
0	33,370	39,259	40,044	40,829	42,007	43,185	45,148
	0.85	1	1.02	1.04	1.07	1.1	1.15
1	33,763	40,829	41,615	42,400	43,970	45,344	46,718
	0.86	1.04	1.06	1.08	1.12	1.155	1.19
2	34,155	42,400	43,185	43,970	45,933	47,503	49,074
	0.87	1.08	1.1	1.12	1.17	1.21	1.25
3	34,548	43,970	44,755	45,540	47,896	49,663	51,429
	0.88	1.12	1.14	1.16	1.22	1.265	1.31
4	34,941	45,933	46,718	47,503	50,252	52,214	54,177
	0.89	1.17	1.19	1.21	1.28	1.33	1.38
5	35,333	47,896	48,681	49,466	52,607	54,766	56,926
	0.9	1.22	1.24	1.26	1.34	1.395	1.45
6	35,726	49,859	50,644	51,429	54,963	57,318	59,674
	0.91	1.27	1.29	1.31	1.4	1.46	1.52
7	36,118	51,822	52,607	53,392	57,318	59,870	62,422
	0.92	1.32	1.34	1.36	1.46	1.525	1.59
8	36,511	53,785	54,570	55,355	59,674	62,422	65,170
	0.93	1.37	1.39	1.41	1.52	1.59	1.66
9	36,903	55,748	56,533	57,318	62,029	64,974	67,918
	0.94	1.42	1.44	1.46	1.58	1.655	1.73
10	37,296	57,711	58,496	59,281	64,385	67,525	70,666
	0.95	1.47	1.49	1.51	1.64	1.72	1.8
11	37,689	59,674	60,459	61,244	66,740	70,077	73,414
	0.96	1.52	1.54	1.56	1.7	1.785	1.87
12	38,081	61,637	62,422	63,207	69,096	72,629	76,162
	0.97	1.57	1.59	1.61	1.76	1.85	1.94
13	38,474	63,600	64,385	65,170	71,451	75,181	78,911
	0.98	1.62	1.64	1.66	1.82	1.915	2.01
16	38,866	65,563	66,348	67,133	73,807	77,733	81,659
	0.99	1.67	1.69	1.71	1.88	1.98	2.08
19	39,259	67,525	68,311	69,096	76,162	80,285	84,407
	1	1.72	1.74	1.76	1.94	2.045	2.15
22	39,652	69,488	70,274	71,059	78,518	82,836	87,155
	1.01	1.77	1.79	1.81	2	2.11	2.22
25	40,044	71,451	72,237	73,022	82,444	85,388	89,903
	1.02	1.82	1.84	1.86	2.1	2.175	2.29
28	40,437	73,414	74,200	74,985	86,370	87,940	92,651
	1.03	1.87	1.89	1.91	2.2	2.24	2.36

Exhibit E-2. TEACHER SALARY SCHEDULE – Effective July 1, 2026 (Base $40,437 – 3%)

2026-27 Certified Salary Schedule

Step	ASSOC	BS	BS+15	150 HRS	MA	MA+30	MA+40
0	34,371	40,437	41,246	42,054	43,268	44,481	46,503
	0.85	1	1.02	1.04	1.07	1.1	1.15
1	34,776	42,054	42,863	43,672	45,289	46,705	48,120
	0.86	1.04	1.06	1.08	1.12	1.155	1.19
2	35,180	43,672	44,481	45,289	47,311	48,929	50,546
	0.87	1.08	1.1	1.12	1.17	1.21	1.25
3	35,585	45,289	46,098	46,907	49,333	51,153	52,972
	0.88	1.12	1.14	1.16	1.22	1.265	1.31
4	35,989	47,311	48,120	48,929	51,759	53,781	55,803
	0.89	1.17	1.19	1.21	1.28	1.33	1.38
5	36,393	49,333	50,142	50,951	54,186	56,410	58,634
	0.9	1.22	1.24	1.26	1.34	1.395	1.45
6	36,798	51,355	52,164	52,972	56,612	59,038	61,464
	0.91	1.27	1.29	1.31	1.4	1.46	1.52
7	37,202	53,377	54,186	54,994	59,038	61,666	64,295
	0.92	1.32	1.34	1.36	1.46	1.525	1.59
8	37,606	55,399	56,207	57,016	61,464	64,295	67,125
	0.93	1.37	1.39	1.41	1.52	1.59	1.66
9	38,011	57,421	58,229	59,038	63,890	66,923	69,956
	0.94	1.42	1.44	1.46	1.58	1.655	1.73
10	38,415	59,442	60,251	61,060	66,317	69,552	72,787
	0.95	1.47	1.49	1.51	1.64	1.72	1.8
11	38,820	61,464	62,273	63,082	68,743	72,180	75,617
	0.96	1.52	1.54	1.56	1.7	1.785	1.87
12	39,224	63,486	64,295	65,104	71,169	74,808	78,448
	0.97	1.57	1.59	1.61	1.76	1.85	1.94
13	39,628	65,508	66,317	67,125	73,595	77,437	81,278
	0.98	1.62	1.64	1.66	1.82	1.915	2.01
16	40,033	67,530	68,339	69,147	76,022	80,065	84,109
	0.99	1.67	1.69	1.71	1.88	1.98	2.08
19	40,437	69,552	70,360	71,169	78,448	82,694	86,940
	1	1.72	1.74	1.76	1.94	2.045	2.15
22	40,841	71,573	72,382	73,191	80,874	85,322	89,770
	1.01	1.77	1.79	1.81	2	2.11	2.22
25	41,246	73,595	74,404	75,213	84,918	87,950	92,601
	1.02	1.82	1.84	1.86	2.1	2.175	2.29
28	41,650	75,617	76,426	77,235	88,961	90,579	95,431
	1.03	1.87	1.89	1.91	2.2	2.24	2.36

602 EXTRA CURRICULAR PAY SCHEDULE

A. Extra-Curricular Pay Schedule shall be based on the BS Step 0 base salary.

Level	Position	Step 1	Step 2	Step 3	Step 4
A	Head Football Head Boys' Basketball Head Girls' Basketball	19.00	20.00	21.00	22.00
B	Head Baseball Head Softball Head Boys' Track Head Girls' Track Head Volleyball Head Swimming (Boys', Girls')	14.00	15.00	16.00	17.00
C	Head Cross Country (Boys, Girls) Head Golf Assistant Football (5) Assistant Boys' Basketball (2) Assistant Girls' Basketball (2) Marching Band	12.00	13.00	14.00	15.00
D	Assistant Baseball (1) Assistant Softball (1) Assistant Boys' Track (1) Assistant Girls' Track (1) Assistant Volleyball (2) Freshman Basketball Assistant Swimming (1) Freshman Baseball (1) Freshman Softball (1) Faculty Manager Academic Coordinator	10.00	11.00	12.00	13.00
E	8th Grade Football 7th Grade Football (1) Assistant Activities Supervisor Groundskeeper	8.50	9.00	9.50	10.00

Level	Position	Step 1	Step 2	Step 3	Step 4
F	Vocal Music LPDC "Chairman only" Yearbook 8th Grade Football (1) 7th Grade Football (1) 8th Grade Boys' Basketball (1) 7th Grade Boys' Basketball (1) 8th Grade Girls' Basketball (1) 7th Grade Girls' Basketball (1)	8.00	8.50	9.00	9.50

Level	Position	Step 1	Step 2	Step 3	Step 4
F	Weight Room Coordinator Junior High Cross Country (1) Lead Resident Educator Coordinator	8.00	8.50	9.00	9.50
G	Junior High Track (4) Junior High Swimming Varsity/JV Football Cheerleader Varsity/JV Basketball Cheerleader Jazz Band 8th Grade Volleyball (1) 7th Grade Volleyball (1) Mentoring	6.00	7.00	8.00	9.00
H	Freshman Basketball Cheerleader Junior High Basketball Cheerleader Flag Corp Majorettes Prom Advisor Student Council – High School District Newsletter Audio Visual Dramatics Department Heads (including but not limited to): Mathematics Science Language Arts Social Studies Fine Arts Primary and Elementary Level Leaders Leo Club Advisor	5.00	5.50	6.00	6.50
I	Freshman Football Cheerleader Junior High Football Cheerleader Pep Band National Honor Society	4.00	4.50	5.00	5.50

Level	Position	Step 1	Step 2	Step 3	Step 4
J	Bowling School Newspaper – High School & Junior High Flag Football Ski Club Junior High Yearbook Student Council – Junior High Junior High Musical Elementary Basketball (Boys', Girls') Academic Challenge Coach – High School Academic Challenge Coach – Junior High Academic Challenge Coach – Elementary AR/STAR Coordinator	3.00	3.50	4.00	4.50

Level	Position	Step 1	Step 2	Step 3	Step 4
J	E-Sports	3.00	3.50	4.00	4.50
	Senior Class Advisor				
	Trap Shooting Advisor				

B. Extra-Curricular Miscellaneous

1. Longevity

   a. Following six (6) years in the same activity – plus 1% of BS-0 base.

   b. Ten (10) plus years in the same activity – an additional 1% of BS-0 base for a maximum of 2% of BS-0 base.

2. Plus Level – 3% of BS-0 base (determined by Superintendent, principal, and athletic director for an extra duty performance).

3. Movement

   a. Coaching move in a sport from a lower level up – go to Step 1, but in no event will the supplemental be less than the previous position.

   b. To move in a sport from a higher level down – stay on same step as usual.

4. Additional Supplements – When a new program/responsibility/position is added, a supplemental limited contract will be executed. The Board shall offer to the Association the opportunity to negotiate the compensation of such positions.

5. Job Descriptions – Prior to the issuance of the supplemental contract, job descriptions for all supplemental positions shall be attached to the supplemental contract. Upon such agreement, the job description shall become a part of the supplemental contract.

6. Filling Supplementals – For all supplemental positions, teachers must first be considered and interviewed if interested and then the board may hire from outside the district.

7. Payment

   a. Compensation as is required by the Supplemental Limited Contract for extracurricular responsibility shall be paid to the member of the bargaining unit no later than the first payday following the conclusion of the extra responsibility.

   b. For every game that a team participates in past the first OHSAA-sponsored tournament game, the head coach plus an assistant and the band director will be compensated on a per diem basis for each day worked beyond that first game. In the case of football, this would go into effect after the last regular season game. The per diem rate is determined by the amount of the stipend divided by the total number of days in coaching. The total number of days in coaching will be calculated by totaling the calendar days from the OHSAA published first day for coaching, to the date of the first OHSAA-sponsored tournament contest.

603 SALARY PAYMENTS AND PAYROLL DEDUCTIONS

The parties agree to move the current pay period structure as outlined on page 61 of the previously negotiated agreement from 26 pay periods per year to 24 pay periods per year. Pay days will be on the 5th and the 20th of each month. If a pay period falls on a holiday or weekend, it will be moved to the business day immediately preceding the holiday or weekend. The pay dates will be placed into spreadsheets that are either the same or substantially similar to those in the current agreement and placed under Section 603 of the agreement prior to the parties signing the successor agreement.

Teacher Contract

24-25 Contract Year

No of pay in Cal	Pay Date
1	9/5/2024
2	9/20/2024
3	10/4/2024
4	10/18/2024
5	11/5/2024
6	11/20/2024
7	12/5/2024
8	12/20/2024
9	1/3/2025
10	1/17/2025
11	2/5/2025
12	2/20/2025
13	3/5/2025
14	3/20/2025
15	4/4/2025
16	4/18/2025
17	5/5/2025
18	5/20/2025
19	6/5/2025
20	6/20/2025
21	7/3/2025
22	7/18/2025
23	8/5/2025
24	8/20/2025

25-26 Contract Year

No of pay in Cal	Pay Date
1	9/5/2025
2	9/19/2025
3	10/3/2025
4	10/20/2025
5	11/5/2025
6	11/20/2025
7	12/5/2025
8	12/19/2025
9	1/5/2026
10	1/20/2026
11	2/5/2026
12	2/20/2026
13	3/5/2026
14	3/20/2026
15	4/3/2026
16	4/20/2026
17	5/5/2026
18	5/20/2026
19	6/5/2026
20	6/18/2026
21	7/3/2026
22	7/20/2026
23	8/5/2026
24	8/20/2026

26-27 Contract Year

No of pay in Cal	Pay Date
1	9/4/2026
2	9/18/2026
3	10/5/2026
4	10/20/2026
5	11/5/2026
6	11/20/2026
7	12/4/2026
8	12/18/2026
9	1/5/2027
10	1/20/2027
11	2/5/2027
12	2/19/2027
13	3/5/2027
14	3/19/2027
15	4/5/2027
16	4/20/2027
17	5/5/2027
18	5/20/2027
19	6/4/2027
20	6/18/2027
21	7/5/2027
22	7/20/2027
23	8/5/2027
24	8/20/2027

604 INSURANCE BENEFITS

A. Life Insurance

1. The Board shall provide each member of the bargaining unit with a base of $5,000.00 term life insurance policy. The amount of the base term life insurance policy shall be increased by $1,000.00 for each member for each year of teaching experience with the Colonel Crawford School District. The policy shall include accidental and dismemberment benefits to the amount of each policy.

2. The insurance shall be underwritten by a company licensed to underwrite life insurance in the State of Ohio and the policy shall be issued in the name of the employee.

B. Hospital/Surgical/Major Medical Insurance – The Colonel Crawford Local Schools will offer any insurance plan to its employees that have been adopted and offered by the Jefferson Health Plan.

1. Changes can only be made during the open enrollment period except in circumstances of life events; and

2. Before any plan changes can occur, the district will meet with the CCEA insurance committee to discuss said changes recommended by the Jefferson Health Plan.

3. Any eligible employee who wishes to waive medical, dental, and vision insurance for the school year will receive an additional $3,000.00 per year, paid through payroll.

4. All bargaining unit members shall pay fifteen (15%) of insurance premium costs and the Board will pay eighty-five (85%) of the premium cost. Spouses of new hires and employees hired during or after the 2007-2008 school year must be covered under their own insurance plan if one is offered at their place of employment. This will be decided monthly. Written confirmation indicating the availability of insurance may be required of the spouses' employer.

5.

C. Vision Service

1. The Board shall purchase, through the Vision Service Plan of Ohio or a carrier licensed by the State of Ohio, vision care insurance coverage and OVS Plan E for each member, now or hereinafter employed, and his or her eligible dependents.

2. The full cost of this coverage and any increases thereof shall be paid by the Board.

D. Dental Insurance – The Board shall purchase dental insurance through the Jefferson Health Plan or another carrier licensed by the State of Ohio. The full cost of this coverage and any increases thereof shall be paid by the Board.

E. General Provisions

1. Copies of Benefit Contract

The Board shall provide the Association president with one (1) copy of each signed contract entered into between the Board and the insurance company(ies) which provides the benefit(s) specified in this contract. Copies of existing contract(s) shall be provided to the Association within twenty-four (24) hours of ratification of this contract by both parties. Copies of contracts subsequently entered into by the Board shall be provided to the Association within one (1) week after they are received by the Board.

2. Copies of Benefit Descriptions

Within thirty (30) days of the effective date of this contract, the Board shall provide each member with a written description, prepared by the carrier, of each insurance plan provided by this contract.

3. Benefit Description for New Members

A member employed after the effective date of this contract shall be provided, at the time of employment, with a written description prepared by the carrier, of each insurance plan that provides benefits specified by this contract.

4. Copies of Improvements in Existing Benefits

Within thirty (30) days of the effective date of any improvement(s) in an insurance plan provided by this contract, each member shall receive a written description by the carrier, of the improved plan.

5. The Board shall provide the Association with notification of intent to change an insurance carrier. Such notice shall be provided at least sixty (60) days prior to any change.

F. Health Savings Account

The Board of Education will contribute 50% of the IRS minimum allowed deductible for a Qualified High Deductible Health Plan. 50% will be paid to Employee HSA Account the first pay period of January and 50% will be paid the first pay period of July each year. Newly hired employee contribution will be prorated from September-December (four (4) months of total contribution).

605 SUPPLEMENTAL PAY FOR COLLEGE CREDIT

A. Reimbursement

1. The Colonel Crawford Board of Education agrees to pay for college credit hours up to a maximum of Two Thousand Three Hundred Dollars ($2,500.00). The Board shall establish a fund earmarked for reimbursement as described herein which shall be capped at Fifty thousand Dollars ($50,000.00) per contract year.

2. Ten percent (10%) of each year's unused funds shall be transferred to the succeeding year's fund, until such time as the fund totals Sixty Thousand Dollars ($60,000.00). All course work taken must have prior approval of the Superintendent. Documentation of hours (an official transcript or official grade report), prior approval form and reimbursement form must be turned in to the office of the treasurer payment.

3. The starting day of the class will determine the fiscal year (July 1 through June 30) in which payment will be applied. Final paperwork will be due within sixty (60) days of the class ending date. Failure to timely submit paperwork will result in non-payment.

B. Course Work Areas

1. Course work for supplemental reimbursement must pertain to an area(s) of certification/licensure relevant to classroom instruction, a member's current assignment or supplemental contract, or an area of certification/licensure currently held by the member.

2. As of July 1, 1991, any member of the bargaining unit who is currently enrolled in and/or is in the process of receiving certification/licensure in an area which does not meet the guidelines stated above, shall continue to be eligible to receive the supplemental pay for college credit.

C. Out-of-Pocket Expenses

For reimbursement to be paid, the teacher must submit to the treasurer proof of actual out-of-pocket expenses.

D. In order to receive reimbursement for college credit, any teacher who completes credit hours where the class begins after January 1st of the reimbursement year, the teacher receiving the payment must return to the Colonel Crawford School District for the following school year. Should the teacher not return following payment, the full amount of any disbursed reimbursement shall be refunded to the Colonel Crawford School District.

E. Exceptions for special circumstances may be appealed to the Superintendent for approval.

606 SEVERANCE POLICY

A. An employee of the Colonel Crawford Local School District who elects to retire from active service after thirty (30) or more years of teaching in any public educational setting is to be paid for thirty percent (30%) of accrued but unused sick leave which shall not exceed eighty-one and one-half (81.5) days (i.e., 30% of 272 = 81.5) as of June 30, 2007. In the event of the death of an employee who has accumulated thirty (30) or more years of teaching in any public education setting, the employee's severance benefit shall be paid pursuant to O.R.C. § 2113.04.

B. An employee of the Colonel Crawford Local School District who elects to retire from active service after twenty-five (25) or more years of teaching in any public educational setting is to be paid for twenty-five percent (25%) of accrued but unused sick leave which shall not exceed eighty-one and one-half (81.5) days (i.e., 25% of 326 = 81.5) as of June 30, 2007. In the event of the death of an employee who has accumulated twenty-five (25) or more years of teaching in any public education setting, the employee's severance benefit shall be paid pursuant to O.R.C. § 2113.04.

C. Payment of severance shall occur upon employees submitting proof of retirement compensation from STRS (i.e., photocopies of payroll check and/or stubs). Such payment shall be based upon the employee's rate of pay at the time of retirement. Payment shall be made within sixty (60) days after verification of the first payment from either the State Teachers Retirement System or the State Employees Retirement System. Payment for sick leave on this basis shall be considered to

eliminate all sick leave accumulated by the employee at the time. Such payment shall be made only one time to an employee.

607 BUDGETARY ALLOWANCES

A budgetary allowance for the use of incidental purchases shall be maintained in the Colonel Crawford Activity Fund for each elementary school and the junior high school. Monies deposited in each building activity account is primarily from the sale of pictures and the disbursement of such money will be with the cooperation of the building staff and the approval of the building principal.

608 STRS PICK-UP

The Board of Education of the Colonel Crawford Local Schools herewith agrees with the Colonel Crawford Education Association to pick-up contributions to the State Teachers Retirement System on behalf of the employees in the bargaining unit on the following terms and conditions using the salary reduction method of "pick-up."

A. The amount to be picked up and paid on behalf of each employee shall be the amount specified by the STRS as the employee's contribution. This pick-up shall become effective with the employee's first pay. The employee's gross annual compensation shall be reduced by an amount equal to the amount picked up and paid by the Board for the purpose of reducing State and Federal tax withholding only.

B. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.

C. The pick-up shall be effective with the employee's first pay and shall apply to all compensation including supplemental earnings thereafter.

D. The negotiated salary schedule amount for each individual shall be utilized for all other calculations for the purposes of compensation such as unemployment compensation, sick leave, workmen's compensation, and severance pay.

E. If the rules of the IRS or the STRS change making the salary reduction method of pick-up illegal the parties agree to return to the former method of employee/employer contribution without penalty to the Board.

F. The Board may require each employee to complete and sign a form with regard to the IRSs maximum allowable sheltered compensation.

609 TAX-SHELTERED ANNUITIES

A. Withholding

The Colonel Crawford Local Board of Education shall enter into an agreement with any teacher who is employed by the Colonel Crawford Local Board of Education to withhold wages from the initial compensation stipulated under said employment contract and said portion withheld by the Board to be used in connection with annuity purchase arrangements.

B. Companies

The total number of annuity companies, effective September 1, 1994, shall not exceed eight (8) and new companies must be representative of at least five (5) personnel, unless the company has an in force contract with a new employee.

C. Changes

Changes in, or additions to, any annuity program must be made by September 1.

610 ENROLLMENT

The Board agrees to allow members of the bargaining unit who do not live within the boundary of the school district to enroll their child/children in the Colonel Crawford Schools with no tuition charge to such member. Transportation from outside the district shall be the responsibility of the member.

611 TAX WITHHOLDING

Each member of the bargaining unit shall have the right to change his/her indicated number of dependents for tax purposes at any time during the year.

The treasurer shall compute the amount to be withheld based upon the modified number of dependents for the next payroll period.

612 MILEAGE REIMBURSEMENT

Teachers who have assignments in more than one (1) building or by the nature of their assignment require travel during their regular day of work, shall be reimbursed at the current IRS rate. Mileage will be measured daily from the first school to the final school.

613 SECTION 125 PLAN

Effective with the commencement of this Agreement, the Board shall provide, to each member at his/her individual option, the right to have payroll deductions for any and all non-taxable categories permitted pursuant to Section 125 of the Internal Revenue Service Code.

614 WORK OUTSIDE OF CONTRACT HOURS

If a teacher is asked and agrees to work outside of his/her contracted time, he/she will be compensated at a rate of $26 per hour. This includes tutoring, Saturday school, professional development, proctoring, and all other hourly activities. This does not include detentions.

ARTICLE 700 – RIGHTS OF THE ASSOCIATION

A. Sole and Exclusive Rights

1. The rights and privileges enumerated in this article shall not be extended to any teacher organization except the CCEA and its affiliates, the NEA, OEA, and the NCOEA.

2. The Board and administration agree not to recognize any teachers' organization other than the CCEA with regard to items of business that would be germane to the CCEAs role as the bargaining unit representative(s).

B. Notification of New Employees

Names and addresses of newly employed bargaining unit members shall be provided to the CCEA president by August 10 (for those members hired by this time) and within a reasonable period of time for those members hired after August 10.

C. Payroll Deduction

The Board shall provide payroll deductions for membership in CCEA, NCOEA, OEA, NEA, or EPAC. Forms for these deductions shall be provided by the CCEA. The enrollment period for payroll deduction of membership dues shall be from the start of school to the Monday preceding the first paycheck. The treasurer shall be notified by the Monday before the first payday of the members desiring payroll deduction. Such notification shall be accompanied by a signed authorization from each member desiring such payroll deduction and the total amount to be deducted. The deductions shall be for 22 pay periods and shall commence with the first pay period in October. Upon request, payroll deduction privileges shall be available to bargaining unit members hired after the first payday. Deductions shall be divided equally over the remaining payroll deduction periods.

D. School Mail

The CCEA shall be authorized to use the school courier and mailboxes for Association business.

E. Bulletin Boards

A bulletin board may be placed in each building for the exclusive use of the CCEA. Such bulletin board will be purchased by the CCEA. The bulletin board shall be located in an area readily accessible to bargaining unit members and is mutually agreeable to the building principal and the CCEA.

F. Association Business – The CCEA and/or its Association representative may conduct Association business on school property during school hours. The conduct of such business shall not interfere with the program of instruction.

G. Monthly Meetings – Monthly meetings of the Superintendent and the CCEA officers may be held to informally discuss mutually important matters.

H. Facilities – The Board will provide the CCEA with a facility to hold general membership meetings at no cost for approximately two hours once a month. Use of school property for Association

meetings would be prohibited in case of a job action. Such arrangements would be at no additional cost to the Board. If an additional cost is required the CCEA will pay an amount not to exceed the actual cost provided the CCEA has been given advance notification of the necessity of such costs.

I. Announcements

The CCEA president or his/her designee shall have the right to make brief organizational announcements not to exceed five (5) minutes at general teachers' meetings and faculty meetings.

J. Information/Board Meetings

Agendas, minutes, financial statements, and other documents that are public information will be made available to the CCEA president by the treasurer of the Board. Cost will be $15.00 annually. The president of the CCEA will be notified of the time and place of all special Board meetings. Should the date, time, or place of regular meetings be changed notification of such change would also be provided.

K. Association Leave

CCEA officers and/or delegates who request leave to attend meetings of state representative assemblies, other state association meetings, or other association business shall be granted, upon the request of the CCEA president, a cumulative total of six (6) days during each school year. The Board shall not pay the expenses of CCEA members, except for providing the substitutes necessary to fill the vacancies.

L. ORC Section 3302.10 will have no effect on any provision of this contract unless the District would meet requirements of state law for the Superintendent of Public Instruction to establish an academic distress commission for the District and until the Superintendent of Public Instruction notifies the District that the District is subject to the provisions of ORC Section 3302.10. Should the District enter into academic distress, the intent of the parties is to emerge from said distress with this Agreement intact.

Furthermore, the Association and its members reserve all rights to challenge the constitutionality of ORC 3302.10, either on its face or as applied. The Association and its members also reserve the right to challenge any construction or implementation of ORC 3302.10 or its provisions by the Board, any academic distress commission, any Chief Executive Officer, or any other person or entity. The Association and its members also reserve the right to challenge any action or failure to act by the Board, any academic distress commission, Chief Executive Officer, or any other person or entity, with respect to the provisions of ORC 3302.10.

701 LABOR MANAGEMENT COMMITTEE

A Labor/Management Advisory Committee consisting of the Association president and one (1) representative elected from each building, two (2) Board members appointed by the Board of Education, and three (3) administrators appointed by the Superintendent shall meet during the school year to review, discuss, and attempt to resolve matters of concern in the district. Meeting dates will be agreed to in September for the entire school year, but may be altered by mutual consent. The Association president shall send four recommended dates [two (2) per semester] to the Superintendent prior to the first meeting. All decisions reached by the LMAC will be reached by consensus. Consensus is defined as a decision to which all members of the committee can agree.

702 MANAGEMENT RIGHTS

The Board of Education is vested exclusively with rights of management as defined or expressly limited by Section 4117.08 of the Revised Code or as otherwise may be specified by the provisions of this contract.

ARTICLE 800 – HEALTH AND SAFETY

A. Maintenance of Health and Safety

The Employer shall provide each employee with a copy of the applicable health and safety laws for schools.

B. Health Supplies

The Employer shall ensure that there is reasonable access to adequate first aid kit(s) at each work site, which shall be maintained at designated locations. Employees will be responsible to notify the office of supplies needing replenished.

The Employer shall provide at every work site an adequate supply of disposable rubber gloves.

C. Dispensing Medication

Bargaining unit employees shall neither be required to dispense/administer medication, nor be custodian of stored medications.

D. The district shall establish a Health and Safety Committee at each building as well as a District Safety Committee. The purposes of these Committees are to promote health and safety throughout the district and address concerns as needed.

ARTICLE 900 – EFFECTS AND DURATION OF CONTRACT

901 DURATION OF CONTRACT

The terms of this Contract shall be from July 1, 2024 through June 30, 2027.

902 EFFECTS OF CONTRACT

The terms and conditions as set forth in this Contract indicates the understanding that exists between the parties to this Contract; however, it is further agreed that nothing contained in said Contract should be interpreted to deny the CCEA or the staff members of any rights, benefits, privileges, etc., that might be forthcoming as the result of laws of the State of Ohio and any legal precedence of such laws unless an included provision has been expressly composed to alter a provision of law in accordance with ORC 4117.

903 PROVISIONS RETENTION CLAUSE

All provisions of the current contract (July 1, 2024 – June 30, 2027) not specifically submitted for negotiations by either the Board or the CCEA shall be automatically made a part of the successor contract.

904 PERSONNEL POLICIES AND PRACTICES

Should there be a conflict between this Contract and any such policy or practice, then the terms of this Contract shall prevail.

A mistake in administering the contract or failure to file a grievance shall not establish a past practice.

Practices (including, but not limited to, actions or failure to act by the Association, bargaining unit members, the Board or administrators) that occurred seven (7) years prior to the date of an alleged violation, misinterpretation or misapplication of the contract is brought to the attention of the Superintendent may not be considered for any purpose.

905 AMENDMENT PROCEDURE

This Contract may be amended or provision(s) altered only by the mutual consent of the Board and the CCEA. Such amendment and/or altering may be 1) at the request of either the Board or the CCEA or 2) as may be required by ORC 4117. In any case, the finalization of such amendment(s) or altering shall be in accordance with the provisions of Article 100, Sections 108 and 109. All amendments to this Contract will only be valid and binding on the parties if said amendment is reduced to writing, ratified by the parties, and executed by the parties.

906 PUBLISHING THE MASTER CONTRACT

Costs for publishing the Master Contract between the Board and the CCEA will be shared, utilizing the printing equipment available when feasible. If the Master Contract is printed commercially, the costs of printing shall be shared equally by the CCEA and the Board.

907 SEVERABILITY

If any provision of this Contract or any application to this Contract to any member or group of members shall be found to be contrary to law, then such provision or application shall not be deemed valid and

subsisting, but all other provisions or applications shall continue in full force and effect. The Contract itself will remain in full force and effect for its duration; however, the parties will meet within ten (10) days for the purpose of renegotiating only the provision(s) found to be contrary to law.

908 TERM OF CONTRACT

The articles of this Contract shall be effective retroactively at 12:01 A.M., July 1, 2024, following the ratification by both parties and the written execution thereof. This Agreement is made and entered into at North Robinson, Ohio, on this 26 day of JUNE 2024, by and between the Board and the CCEA.

909 AGREEMENT

This Contract between the parties is attested to by the representatives whose signatures appear below.

COLONEL CRAWFORD LOCAL BOARD OF EDUCATION

By: _____ 6/26/24
President Date

By: _____ 6/26/24
Superintendent Date

By: _____ 6/26/24
Treasurer Date

COLONEL CRAWFORD EDUCATION ASSOCIATION

By: Janet Parsons 7/2/2024
President Date

By: Cassandra Jones 8/19/2024
Vice President Date

By: _____ 8/19/24
Secretary/Treasurer Date

V Spangler 8/19/24

GRIEVANCE FORM

Grievance #_____

Name of Grievant_____

Building_____

A. Statement of Grievance

B. Identify contract provision violated, misinterpreted, or misapplied:

C. Relief Sought

_____ _____
Signature of Aggrieved Date

_____ _____
Signature of Association President Date

STEP ONE

Appropriate Supervisor_____

Date Filed_____

Disposition of Supervisor:

_____ _____
Signature of Supervisor Date

STEP TWO

(Superintendent)

Position of Aggrieved and/or Association:

_____ _____
Signature of Aggrieved Date

_____ _____
Signature of Association President Date

Disposition by Superintendent:

_____ _____
Signature of Superintendent Date

STEP THREE

(Board)

Position of Aggrieved and/or Association:

_____ _____
Signature of Aggrieved Date

_____ _____
Signature of Association President Date

Disposition by Board:

_____ _____
Signature of Board Date

STEP FOUR

(Arbitration)

Position of Aggrieved and/or Association:

Signature of Aggrieved	Date
Signature of Association President	Date

Appendix B
LPDC Training Form

COLONEL CRAWFORD LOCAL SCHOOL DISTRICT
LPDC TRAINING LEAVE
(Complete in Duplicate)

Approved_____ Approved_____

Denied_____ Denied_____

Date_____ Date_____

_____ _____
Principal's Signature Superintendent's Signature

School_____ Date_____

Employee Name_____ Dates of Leave_____
(Print)

Reason for leave_____

_____

_____

Below List Estimates

Hotel/Hotel Cost/Night_____ Number of Nights _____

Cost of Meals_____ Number of Breakfast _____ Lunch _____ Dinner _____

Travel Distance _____

Registration Cost _____

Misc. Cost_____

_____
Employee Signature

If more than one person is attending the same conference, only one travel allowance will be made for every four persons and sharing of lodging will be required when possible. Same sexes required to share room.

COLONEL CRAWFORD LOCAL SCHOOLS
FAMILY AND MEDICAL LEAVE FORM

_____ hereby requests Family and Medical Leave
Employee's Name

commencing _____, 20_____. I anticipate return to my regular

duties _____, 20_____.

_____
Signature

_____
Date

Colonel Crawford Local Schools
Application for Sick Leave From Sick Leave Bank

Date initiated_____

I, _____, request approval of

_____ days sick leave from the sick leave bank. I will be absent on the

following days: _____

Signature_____

Social Security Number_____

The applicant must present medical authorization indicating a catastrophic or long-term illness of the SLB member or family member.

I approve _____, do not approve _____, the above sick leave bank request.

Date_____ Signature_____
CC Administrative Member of the SLBC

I approve _____, do not approve _____, the above sick leave bank request.

Date_____ Signature_____
CCEA Member of the SLBC

Ohio Teacher Evaluation System | Assessment of Teacher Performance

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) *Possible Sources of Evidence: pre-conference, artifacts, portfolios, analysis of student data, lesson plans, student surveys, common assessments*	**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.
	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

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
					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.
KNOWLEDGE OF STUDENTS (Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys*	**Planning instruction for the whole child** Element 1.2 Element 1.4 Element 1.5 Element 4.2 Element 4.4 Element 6.4	The teacher's instructional plan makes no connections to and the teacher is not familiar with student experiences, culture, developmental characteristics or backgrounds.	The teacher's instructional plan makes minimal connections to student experiences, culture, developmental characteristics or student backgrounds.	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.	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.

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) *Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review*	**Communi-cation with students** Element 2.2 Element 4.3 Element 4.6 Element 6.1	The teacher does not communicate learning goals and expectations for mastery and does not model exemplary performance to students. Students cannot discern learning goals. Differentiated learning goals are not used.	The teacher inconsistently communicates learning goals, expectations for mastery and models of exemplary performance to students. There is limited use of differentiated learning goals.	The teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to students.	The teacher is consistent and effective in communicating differentiated learning goals (such as needs based, interest based, strength based), expectations for mastery and models of exemplary performance to students through multiple communication techniques.
		The teacher does not demonstrate content knowledge by using content-specific, developmentally appropriate language or content-specific strategies. There is no student engagement.	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.	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.	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.
		The teacher does not give students feedback.	Feedback to students is general, occasional or limited and may not always support student learning.	The teacher gives students substantive, specific and timely feedback to support their learning.	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.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
LESSON DELIVERY *(continued)*	**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	Learning is entirely teacher directed. Students are not participating in learning activities.	Learning is primarily teacher directed. Students participate in whole class learning activities.	Learning is a balance between teacher-directed instruction and student-directed interaction as students apply their knowledge and skills as developmentally appropriate. The teacher effectively combines collaborative and whole class learning opportunities to maximize student learning.	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.
		There are no opportunities for student choice about what will be learned and how learning will be demonstrated. There is no evidence of differentiated instructional strategies or resources.	There are few opportunities for student choice about what will be learned and how learning will be demonstrated. The teacher uses limited differentiated instructional strategies or resources.	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.	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.

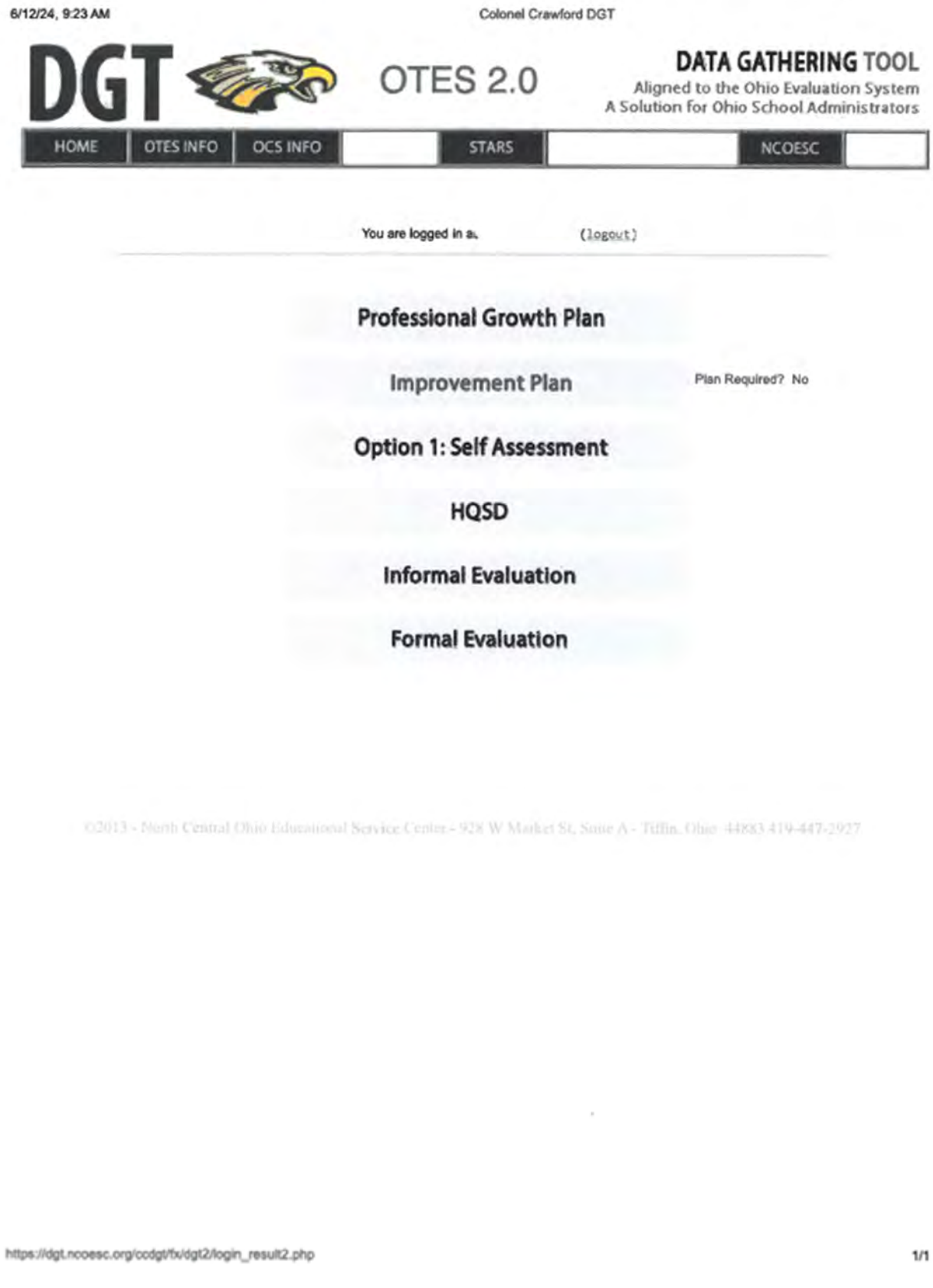
ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment) *Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review, student surveys*	**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	There is no evidence of rapport or expectations for respectful, supportive and caring interactions with and among students and the teacher. 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.	There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. 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.	There is consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. 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 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. 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.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment) *Possible Sources of Evidence: pre-conference, formal observation, classroom walk-throughs/informal observations, assessments, student portfolios, post-conference*	**Use of assessments** Element 3.1 Element 3.2 Element 3.3 Element 3.4	The teacher does not use varied assessments.	The teacher makes limited use of varied assessments.	The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments.	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.
		The teacher fails to analyze data and makes little or no attempt to modify instruction to meet student needs.	The teacher attempts to analyze data and modify instruction, though the modifications do not meet student needs.	The teacher analyzes patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet the needs of groups of students.	The teacher analyzes data trends and patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet individual student needs.
		The teacher does not share evidence of student learning with students.	The teacher shares evidence of student learning with students.	The teacher shares evidence of student learning with parents and students to plan instruction to meet student needs.	The teacher shares evidence of student learning with colleagues, parents and students to collaboratively plan instruction to meet individual student needs.
	Evidence of student learning Element 1.3	The teacher's assessment data demonstrates no evidence of growth and/or achievement over time for most students. .	The teacher uses one source of high-quality student data to demonstrate clear evidence of appropriate growth and/or achievement over time for some students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of expected growth and/or achievement for most students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of above expected growth and/or achievement for most students.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility and Growth) *Possible Sources of Evidence: Professional Growth Plan or Improvement Plan, pre-conference, post-conference, artifacts, self-assessment, peer review*	**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.

Appendix F
Data Gathering Tool Home Page



DGT OTES 2.0 DATA GATHERING TOOL
Aligned to the Ohio Evaluation System
A Solution for Ohio School Administrators

HOME | OTES INFO | OCS INFO | STARS | NCOESC

Your are logged in as (logout)

Professional Growth Plan

*Required Fields

Give your administrator access to your growth plan? ○ Yes ○ No

* ○ In Progress ○ Complete

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

*School Year:

Goal 1

Domain(s):

- ☐ Focus for Learning
- ☐ Knowledge of Students
- ☐ Lesson Delivery
- ☐ Classroom Environment
- ☐ Assessment of Student Learning
- ☐ Professional Responsibilities

Goal Statement Demonstrating Performance on Ohio Standards for the Teaching Profession

Action Steps and Resources to Achieve Goal

Qualitative or Quantitative Measurable Indicators Evidence Indicating Progress on this Goal

Describe the alignment to district and/or building improvement plan(s):

- ☐ Literacy (PreK-4)
- ☐ Critical Thinking Across the Curriculum
- ☐ Family Engagement
- ☐ Safe and Healthy Schools

Goal 2 (optional)

Domain(s)

- ☐ Focus for Learning
- ☐ Knowledge of Students
- ☐ Lesson Delivery
- ☐ Classroom Environment
- ☐ Assessment of Student Learning
- ☐ Professional Responsibilities

Goal Statement: Demonstrating Performance on Ohio Standards for the Teaching Profession

Action Steps and Resources to Achieve Goal

Qualitative or Quantitative Measurable **Indicators:** Evidence Indicating Progress on this Goal

[illegible] building improvement plan(s)

- ☐ Literacy (PreK-4)
- ☐ Critical Thinking Across the Curriculum
- ☐ Family Engagement
- ☐ *Safe and Healthy Schools*

Date(s) Discussed

M

Comments

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Improvement Plan
School Year:
Date of Conference: mm/dd/yyyy
Section 1: Improvement Statement
List specific areas for improvement as related to the Ohio Standards for Teaching Profession.
Performance Standard(s) Addressed in Plan
Date(s) Improvement Area or Concern Observed
Specific Statement of Concern: Areas for Improvement
Section 2: Desired Level of Performance
List specific goal(s) to improve performance. Indicate what will be measured for each goal.
Goal(s)
Beginning Date
Ending Date
Level of Performance: Specifically Describe Successful Improvement Target(s)
Section 3: Support to Plan of Action
Describe in detail specific plans of action that must be taken by the teacher to improve his/her performance. Indicate the source of evidence that will be used to document the completion of the improvement plan.
Action to Be Taken

Sources of Evidence That Will be Examined
Section 4: Assistance and Professional Development
Describe in detail specific supports that will be provided as well as opportunity for professional development.

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Self Assessment Summary

*Required

*Allow Administrator to View Self Assessment: ○ Yes ○ No

*Complete? ○ Yes ○ No

*School Year:

Standard 1: Students	Strengths	Areas of Growth	Priority
☐ Knowledge of how students learn and of student development ☐ Understanding of what students know and are able to do ☐ High expectations for all students ☐ Respect for all students ☐ Identification, instruction and intervention for special populations			
Standard 2: Content	**Strengths**	**Areas of Growth**	**Priority**
☐ Knowledge of content ☐ Use of content-specific instructional strategies to teach concepts and skills ☐ Knowledge of school and district curriculum priorities and Ohio academic content standards ☐ Relationship knowledge within the discipline to other content areas ☐ Connection of content to life experiences and career opportunities			
Standard 3: Assessment	**Strengths**	**Areas of Growth**	**Priority**
☐ Knowledge of assessment types ☐ Use of varied diagnostic, formative and summative assessments ☐ Analysis of data to monitor student progress and to plan, differentiate and modify instruction ☐ Communication results ☐ Inclusion of student self-assessment and goal setting			
Standard 4: Instruction	**Strengths**	**Areas of Growth**	**Priority**

☐ Alignment to school and district priorities and Ohio academic content standards ☐ Use of student information to plan and deliver instruction ☐ Communication of clear learning goals ☐ Application of knowledge of how students learn to instructional design and delivery ☐ Differentiation of instruction to support learning needs of all students ☐ Use of activities to promote independence and problem-solving ☐ Use of varied resources to support learner needs			
Standard 5: Learning Environment	Strengths	Areas of Growth	Priority
☐ Fair and equitable treatment of all students ☐ Creation of a safe learning environment ☐ Use of strategies to motivate students to work productively, assume responsibility for learning ☐ Creation of learning situations for independent and collaborative work ☐ Maintains an environment that is conducive to learning for all students			
Standard 6: Collaboration and Communication	Strengths	Areas of Growth	Priority
☐ Clear and effective communication ☐ Shared responsibility with parents/caregivers to support student learning ☐ Collaboration with other teachers, administrators, school and district staff ☐ Collaboration with local community agencies			
Standard 7: Professional Responsibility and Growth	Strengths	Areas of Growth	Priority
☐ Understanding of and adherence to professional ethics, policies and legal codes ☐ Engagement in continuous, purposeful professional development ☐ Serve as an agent of change, seeking positive impact on teaching quality, student achievement			

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High Quality Student Data

*Required Fields
*Give your administrator access? ○ Yes ○ No

* ○ In Progress ○ Complete

*School Year:

*Content Area:

Sources of High Quality Student Data

Criteria

- ☐ Align to learning standards
- ☐ Measure what is intended to be measured
- ☐ Be attributable to a specific teacher for courses and grade levels 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

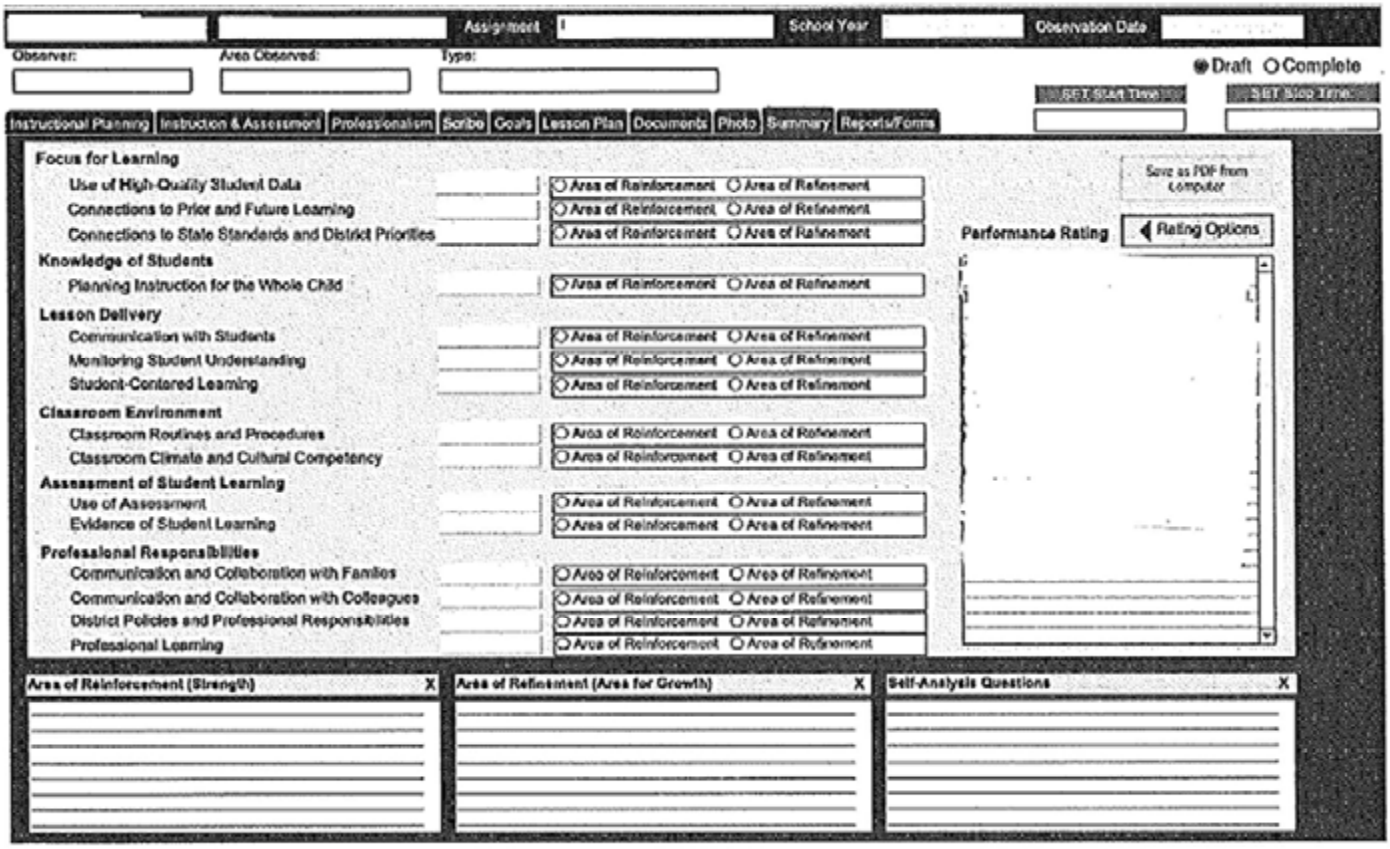
Criteria Comments

Data Gathered from HQSD Criteria

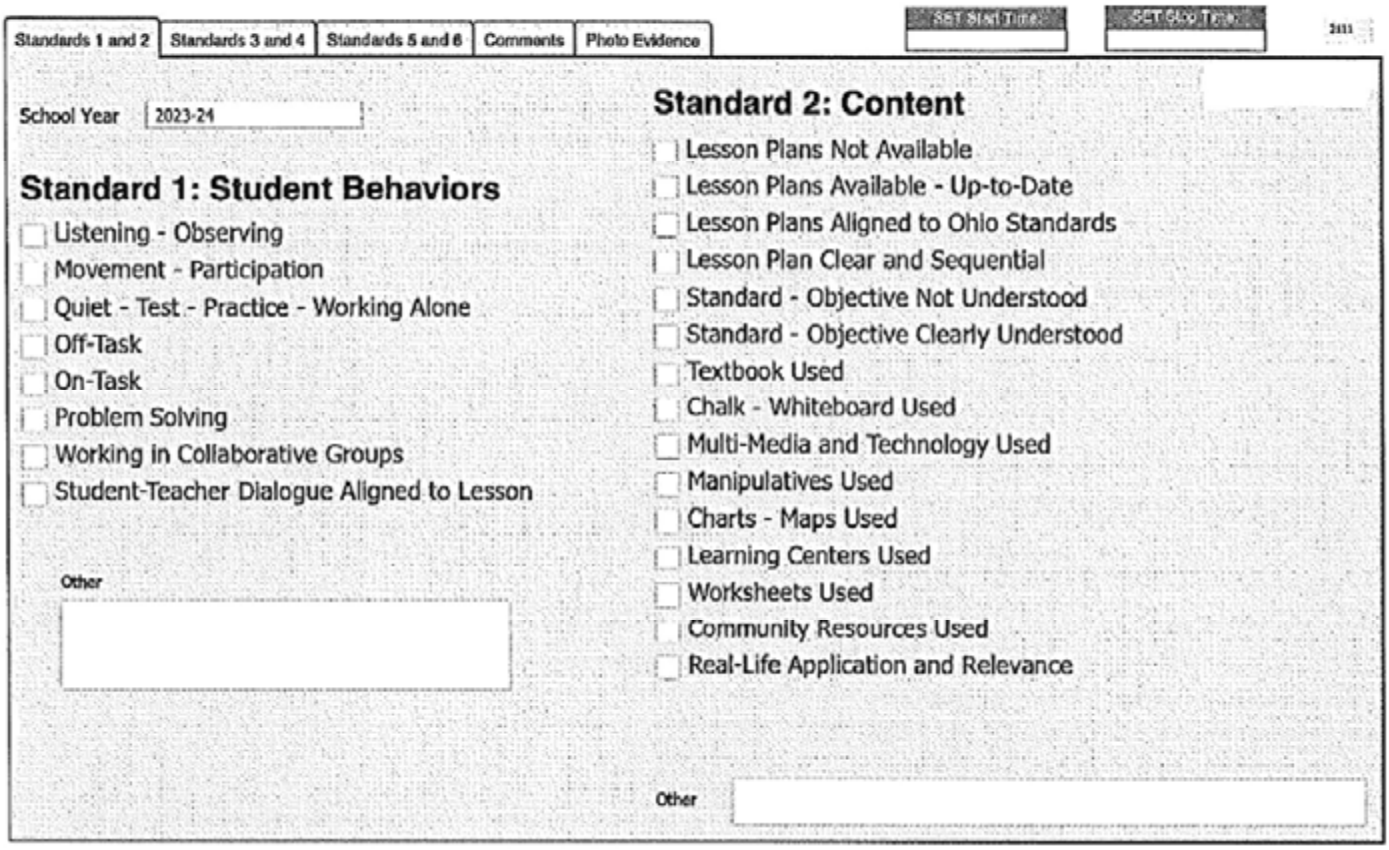
- ☐ Critically reflecting upon and analyzing available data, using the information as part of an ongoing cycle of support for student learning
- ☐ Considering student learning needs and styles, identifying the strengths and weaknesses of an entire class, as well as individual students
- ☐ Informing instruction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

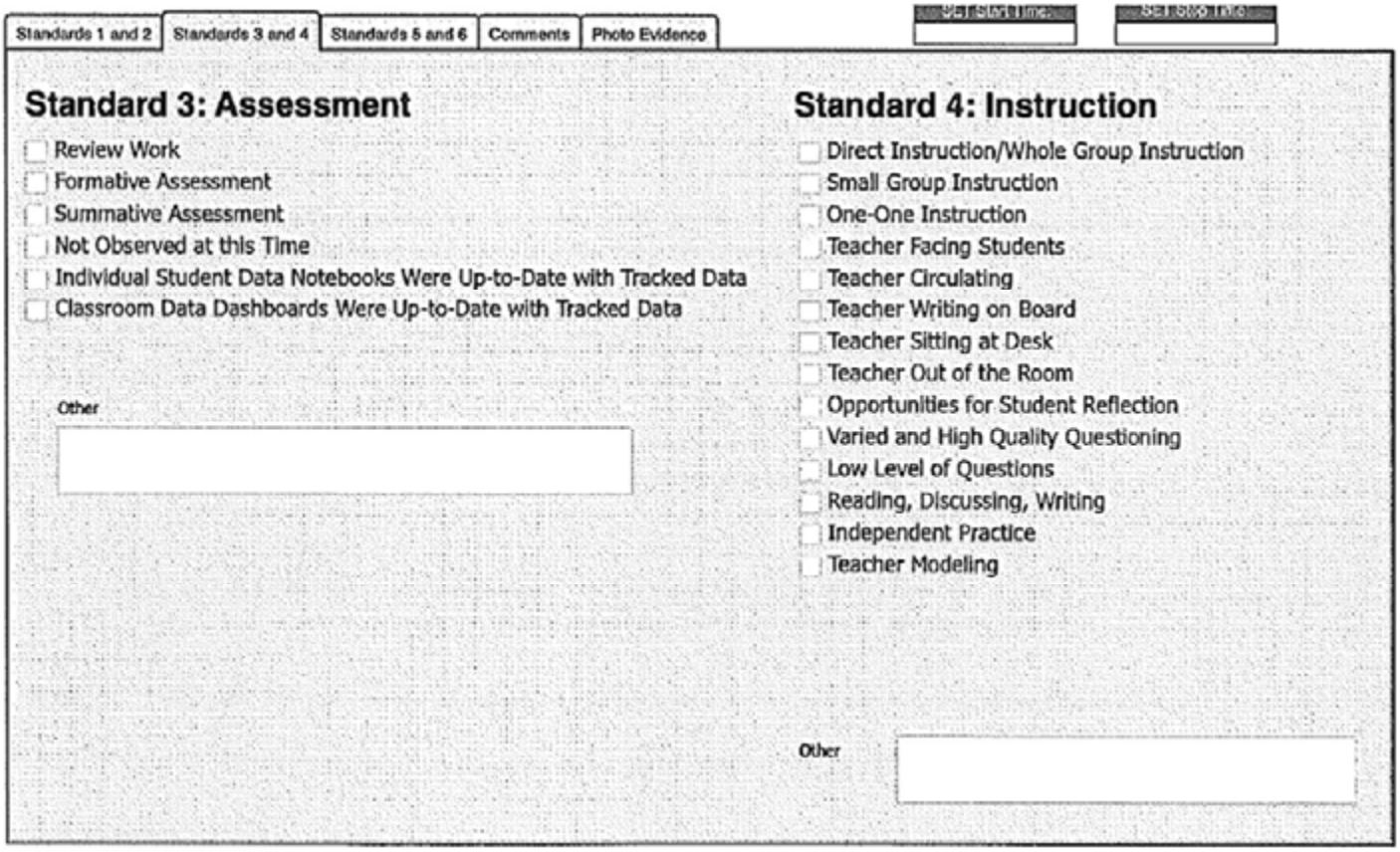
Data Gathered from HQSD Criteria Comments

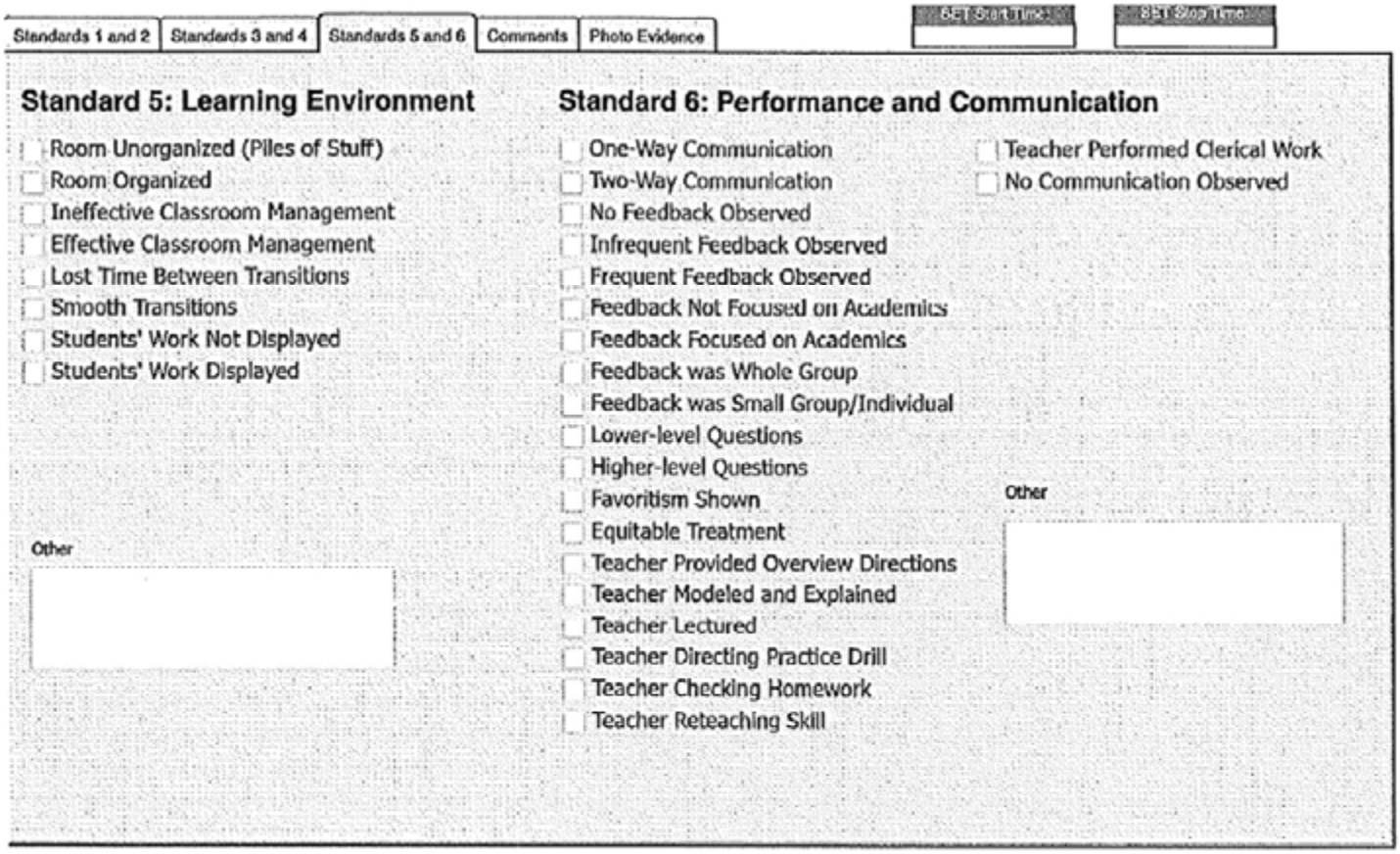
Formal/Focused Observation Summary in the Data Gathering Tool (DGT)



APPENDIX L
Walk Through Form




Standards 1 and 2
Standards 3 and 4
Standards 5 and 6
Comments
Photo Evidence
Set Start Time
Set Stop Time
Standard 3: Assessment
Review Work
Formative Assessment
Summative Assessment
Not Observed at this Time
Individual Student Data Notebooks Were Up-to-Date with Tracked Data
Classroom Data Dashboards Were Up-to-Date with Tracked Data
Other
Standard 4: Instruction
Direct Instruction/Whole Group Instruction
Small Group Instruction
One-One Instruction
Teacher Facing Students
Teacher Circulating
Teacher Writing on Board
Teacher Sitting at Desk
Teacher Out of the Room
Opportunities for Student Reflection
Varied and High Quality Questioning
Low Level of Questions
Reading, Discussing, Writing
Independent Practice
Teacher Modeling
Other


Standards 1 and 2
Standards 3 and 4
Standards 5 and 6
Comments
Photo Evidence
Set Start Time
Set Stop Time
Standard 5: Learning Environment
Room Unorganized (Piles of Stuff)
Room Organized
Ineffective Classroom Management
Effective Classroom Management
Lost Time Between Transitions
Smooth Transitions
Students' Work Not Displayed
Students' Work Displayed
Other
Standard 6: Performance and Communication
One-Way Communication
Two-Way Communication
No Feedback Observed
Infrequent Feedback Observed
Frequent Feedback Observed
Feedback Not Focused on Academics
Feedback Focused on Academics
Feedback was Whole Group
Feedback was Small Group/Individual
Lower-level Questions
Higher-level Questions
Favoritism Shown
Equitable Treatment
Teacher Provided Overview Directions
Teacher Modeled and Explained
Teacher Lectured
Teacher Directing Practice Drill
Teacher Checking Homework
Teacher Reteaching Skill
Teacher Performed Clerical Work
No Communication Observed
Other

OTES 2.0 Pre-Observation Questions for Full Observation
Answer at least two pre-conference questions in each area for your full observation.
Instructional Planning
Focus for Learning
Knowledge of Students
Instruction and Assessment
Lesson Delivery
Classroom Environment
Assessment of Student Learning
Professionalism
Professional Responsibilities
Other
Additional Comments / Information To Share With Evaluator

Teachers:

Answer at least two pre-conference questions in each area for your full evaluation.

Please make sure to send your lesson plan, prior to your observation, to your administrator

Instructional Planning
Focus for Learning

(return to the main page)

What content will students know/understand? What skills will they demonstrate?
How has high-quality student data been utilized to set developmentally appropriate goals for student learning?
What connections does this lesson make to previous and future learning, to other disciplines, to real life and/or possible careers?
How do the activities, assessments and resources align with student needs, school and district priorities, and Ohio's Learning Standards?

Instructional Planning
Knowledge of Students

(return to the main page)

What should the evaluator know about the student population?
How was it determined that this is a developmentally appropriate learning activity?

How does this lesson connect to students' experiences and/or culture?

Instruction and Assessment
Lesson Delivery

(return to the main page)

How will the goals for learning be communicated to students?
What questioning techniques will be used to check for understanding and encourage higher-level thinking?
What collaborative and whole class instructional strategies will be used to engage all students?
How will feedback be used to support student learning?
What opportunities for student choice about learning paths and/or ways to demonstrate learning will be offered?

Instruction and Assessment
Classroom Environment

(return to the main page)

How do you demonstrate regard for student perspectives, experiences and culture?
.
How are students involved in establishing and maintaining classroom routines and procedures?

Instruction and Assessment
Assessment of Student Learning

(return to the main page)

How will you check for student understanding during the lesson?
What potential learning obstacles might students encounter?
What different methods of assessment are used in this lesson?
How will you use assessment data to inform your next steps?
What evidence does high-quality student data provide about student learning?

Professionalism
Professional Responsibilities
(please return to the main page)

Discuss ways you reflect on and analyze your teaching.
How do you collaborate with colleagues to improve student learning and instructional practice?
How do you promote two-way communication with students? With families?

Additional Comments / Information To Share With Evaluator
(return to the main page)

Additional Comments / Information To Share With Evaluator