06/13/2024
0594-01
24-MED-03-0242
44345

COMPREHENSIVE MASTER AGREEMENT

BETWEEN

CENTRAL LOCAL BOARD OF EDUCATION

AND

THE TEACHERS' ASSOCIATION OF THE CENTRAL LOCAL SCHOOLS

AUGUST 1, 2024
TO JULY 31, 2027

TABLE OF CONTENTS

PREAMBLE 1

ARTICLE I - PROFESSIONAL NEGOTIATIONS AGREEMENTS

A. Recognition 1
B. Elections 1
C. Procedures
1. Requests for Negotiations 1
2. Representatives 1
3. Information 2
4. Recesses 2
5. Item Agreement 2
6. Schedule of Meetings 2
D. Agreement 2
E. Disagreement 2
F. General
1. Executive Session 3
2. Final Form 3
3. News Releases 3

ARTICLE II - PROVISIONS CONTRARY TO LAW 4

ARTICLE III - ASSIGNMENTS AND PROCEDURES

A. Assignments 5
B. Additional Duties 5
C. Hours 5
D. Long-Term Substitute Teachers 5
E. Duty Free Lunch Period 6
F. Planning and Conference Periods 6
G. Planning and Conference Time for Part-time Teachers 6
H. District Liaison Conference 6
I. Participation in Administrative Selection Process 6
J. Restructuring Student Day 6
K. Supplemental Contracts 7
L. Contracts 7

ARTICLE IV - VACANCIES, TRANSFERS AND RESIGNATIONS

A. Posting of Vacancies 10
B. Request for Transfer 10
C. Involuntary Transfer 10
D. Resignation 11

ARTICLE V - LAYOFF AND RECALL 12

ARTICLE VI - LEAVES

A. Personal Leave 15
B. Professional Leave 15
C. Association Leave 15
D. Sick Leave 16
E. Bereavement Leave 16

F. Other Leaves 17
G. Assault Leave 18
H. Jury Duty and Legal Commitments 19
I. Teachers Filling Leaves of Absence 19
J. Family Medical Leave Act 19

ARTICLE VII – TEACHER/SCHOOL COUNSELOR EVALUATION/OBSERVATION
A. Non-OTES/Non-OSCES 20
B. OTES/OSCES 20
C. Standards Based Teacher Evaluation System 20
D. Standards Based School Counselor Evaluation System 29

ARTICLE VIII – NON-RENEWAL OF LIMITED CONTRACTS 36

ARTICLE IX – PROGRESSIVE DISCIPLINE 37

ARTICLE X - SCHOOL CALENDAR 38

ARTICLE XI - GRIEVANCE PROCEDURE
A. Introduction and Purpose 39
B. Definition 39
C. Informal Procedure 39
D. Formal Procedures 39

ARTICLE XII- COMPENSATION, FRINGE BENEFITS, AND REIMBURSEMENT
A. Salary Checks and Deductions 42
B. Salary Notices 42
C. Regular Salary Schedule 43
D. Supplemental Contracts 43
E. Travel Allowance 43
F. Tutoring/Home Instruction/Internal Substitution/Professional Development Pay 43
G. Summer School, Evening School, Saturday School, After School Intervention 44
H. Severance Pay 44
I. College Credit Tuition 45
J. Salary Change 45
K. Hospitalization Insurance 45
L. Life Insurance 46
M. Cash Bonus in)Lieu of Insurance 46
N. Dental Insurance 46
O. Optical Insurance 46
P. STRS - "Pick Up" 47
Q. Hiring Retired Teachers 47

ARTICLE XIII - PROFESSIONAL MEETING 49

ARTICLE XIV - MEMBERSHIP DUES 50

ARTICLE XV - PERSONNEL FILES 51

ARTICLE XVI - MISCELLANEOUS 52
A. Local Professional Development Committee(s) (LPDC) 52
B. Resident Educator Program 52
C. Maintenance of Standards 53
D. Labor Management Committee 53

ARTICLE XVII - DURATION 54

EXHIBIT A - GRIEVANCE REPORT FORM 55
EXHIBIT B - SALARY SCHEDULE 57
EXHIBIT C - SUPPLEMENTAL SALARY SCHEDULE 61
EXHIBIT D(1) – HEALTH PLAN OPTION (Access Plus Plan) 64
EXHIBIT D(2) – HEALTH PLAN OPTION (High Deductible Plan) 69
EXHIBIT E – DENTAL INSURANCE 75
EXHIBIT F – VISION INSURANCE 76

EXHIBIT G - Non-OTES Personnel Evaluation Form 77
EXHIBIT H - Walkthrough: General Form for Non-OTES/Non-OSCES 82
EXHIBIT I - OTES Teacher Performance Evaluation Rubric 83
EXHIBIT J – Walkthroughs/Informal Observations OTES 2.0 91
EXHIBIT K – Professional Growth Plan 92
EXHIBIT L - OTES Improvement Plan 93
EXHIBIT M – Final Holistic Rating Teacher Effectiveness 96
EXHIBIT N – OSCES Evaluation Rubric and Observation Form 97
EXHIBIT O – OSCES Professional Growth Plan 104
EXHIBIT P – OSCES Improvement Plan 105
EXHIBIT Q – OSCES Improvement Plan – Evaluation of Plan 107
EXHIBIT R – OSCES Final Summative Rating 108

Settlement Agreement 109

2024 Insurance Contract Addendum 110

PREAMBLE

The Board of Education recognizes that providing high quality education is the primary purpose of the school district. They further recognize that under law they have the final responsibility for establishing the policies of the district. The Board further recognizes that part of a high quality of education is attained through a well-qualified and dedicated teaching staff. The Board further recognizes that both the district and the teaching staff have certain needs and that the purpose of this negotiation agreement is to meet these needs in a shared process.

ARTICLE I

PROFESSIONAL NEGOTIATIONS AGREEMENTS

A. Recognition

The Central Local Board of Education, hereinafter "EMPLOYER" or "BOARD," recognizes The Teachers' Association of Central Local Schools, the OEA-NEA Local, hereinafter the "ASSOCIATION," as the sole and exclusive bargaining representative, for all certified/licensed non-supervisory personnel under regular teaching contract, including long-term substitutes. The Association recognizes that the Superintendent, principals, day to day substitutes, and classified personnel are excluded from the bargaining unit.

B. Elections

Bargaining unit elections shall be in accordance with the Ohio Revised Code.

C. Procedures

1. Requests for Negotiations

If either of the parties desire to negotiate changes in subjects of negotiations, it shall notify the other party in writing not earlier than February 15 nor later than April 30. Notification in writing from the Association shall be served on the superintendent, and from the Board shall be addressed to the president of the Association. A copy of said notification, along with a copy of the existing collective bargaining agreement, shall be sent by the Association to the State Employment Relations Board.

Within fifteen (15) days after receipt of such notice, an initial meeting will be held for the purpose of exchanging negotiations packages and establishing a date for the next session.

2. Representatives

Representatives of the Board shall meet with designated representatives of the Association to negotiate in good faith. Representation shall be limited to five (5) representatives each of the Board and the Association, no more than one (1) of which may be an outside professional negotiator. Neither party shall have any control over the selection of the negotiating or bargaining representative of the other party. At the first meeting, the parties will exchange written contract proposals and no additional items for negotiations can be added after the first meeting without the consent of the other party.

While no final agreement shall be executed without ratification by both parties, the parties mutually agree that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make decisions in the course of negotiations.

3. Information

The Board and superintendent agree to furnish the Association's negotiations committee upon request and in reasonable time both prior to and during negotiations, all available information concerning financial resources of the district and such other information as will assist the Association in developing intelligent, accurate, and constructive proposals on behalf of the teachers.

4. Recesses

The chairman of either group may recess his group for independent caucus at any time. Caucus shall not exceed thirty (30) minutes unless an extension is mutually agreed upon.

5. Item Agreement

As items receive tentative agreement, they shall be reduced to writing and initialed by each party.

6. Schedule of Meetings

Until all negotiations meetings are completed, each meeting shall include a mutually agreed time and place for the next subsequent meeting.

D. Agreement

When negotiations result in an agreement, the outcome shall be reduced to writing and submitted to the Association and Board for formal approval. Following ratification, the agreement shall then be signed by the parties and shall become part of the official minutes of the Board. The resulting agreement shall be binding on both parties, and where necessary, the provisions shall be reflected in individual contracts terms.

E. Disagreement

It is agreed that the impasse procedure in this contract represents the parties mutually agreed upon dispute resolution process which shall supersede and replace the impasse procedures contained in §4117 of the Ohio Revised Code.

1. All sections below also apply to any reopener provision.

2. If agreement is not reached within forty-five (45) days prior to the expiration date of the contract, then a state of impasse shall be declared to exist.

3. The two parties shall request the assistance of the Federal Mediation and Conciliation Service.

4. The mediator shall meet with both parties in an attempt to mediate a settlement up to the expiration date of the contract.

5. The Association may exercise its right to strike upon expiration of the contract and after serving the Board and the State Employment Relations Board with a notice of its intent to do so ten (10) days prior to the effective date of such action in compliance with Ohio Revised Code Section 4117.14 (D)(2), and relevant provisions thereafter shall apply.

F. General

1. Executive Session

Any and all negotiation sessions shall be conducted in executive session unless both parties mutually agree to do otherwise.

2. Final Form

As soon as practicable, the two parties will jointly reduce the agreement to booklet form.

3. News Releases

After the agreement has been signed by both parties, the superintendent and chairman of the negotiations committee for the Association will jointly develop a news release and provide it to the media.

ARTICLE II

PROVISIONS CONTRARY TO LAW

If any provisions of this Agreement between the Board and the Central Local Teachers' Association shall be found contrary to law, then such provision or application shall be deemed to be invalid except to the extent permitted by law but all other provisions or applications shall be conducted in full force.

ARTICLE III

ASSIGNMENTS AND PROCEDURES

A. Assignments

The administration will notify the staff members via email of their teaching assignments for the next school term prior to the close of school in the spring. Changes may occur during the summer that are not of the administration's control that would result in staff changes. If this occurs, the building principal will notify the affected staff member within five working days by email notification or certified letter, if member does not have email access and provides a letter to the Superintendent indicating such. In the event the school email system is down, the Board will provide notices to all members affected by certified mail.

B. Additional Duties

1. Teachers may, but shall not be required to, attend extra-curricular activities.

2. Teachers shall prepare and follow a daily lesson plan which shall be on each teacher's desk or work area and be maintained current on a weekly basis. Lesson plans are to reflect the current adopted course of study/content standards.

C. Hours

1. The regular work day for teachers shall be 7 hours and 10 minutes in length which includes a 30-minute duty free lunch. On occasion, professional responsibilities may extend beyond the regular work day. These professional responsibilities may include, but *are not limited to* the following:

   - staff meetings
   - professional development
   - parent meetings
   - IEP meetings

D. Long-Term Substitute Teachers

1. Long-term substitutes are defined as substitute teachers placed in one assignment for more than sixty (60) days. Long-term substitutes may be utilized to fill positions that are open due to approved leaves of absence.

2. The duration of employment of long-term substitutes expire at the end of that term without action by the Board or further notice to the teacher.

3. Neither the provisions of Article V, Layoff and Recall, nor the provisions of Section 3319.17, Ohio Revised Code shall apply to long-term substitutes, whose contracts may be suspended at any time without recourse as the needs of the Board so dictate.

4. The provisions of Section 3319.11, Ohio Revised Code shall not apply to long-term substitutes. Ohio Revised Code 3319.111 shall apply as required by law.

5. Beginning with the 61st day of employment, long-term substitutes shall be placed on the "0" experience step of the salary schedule on the appropriate educational column commensurate with verified teaching credentials.

6. If the employment of a long-term substitute extends beyond one (1) year, the long-term substitute shall be advanced to the next step of the pay scale, assuming that they worked a minimum of one hundred twenty (120) days of at least three and one-half (3 ½) hours per day in the prior year.

7. To the extent that the provisions of this Article conflict with the Ohio Revised Code, they shall supersede and replace same. Except as otherwise specified above, nothing herein shall be deemed to affect the rights and benefits of long-term substitutes available under this Agreement and law.

E. Duty Free Lunch Period

Each teacher shall be granted at least thirty (30) minutes for lunch each school day for which time he shall not be required to perform any school activities.

F. Planning and Conference Periods

Each full-time teacher shall have one (1) consecutive forty (40) minute planning and conference period each day. Exceptions may include a reduced number of minutes on days where a building or the district does not follow a regular school day, such as two-hour delays, early dismissals, assembly schedules, or other events that would affect a regular school day.

G. Planning and Conference Time for Part-Time Teachers

Any teacher in grades K-12 employed more than 50% of a day shall receive one planning and conference period per day of forty (40) consecutive minutes. Exceptions may include a reduced number of minutes on days where a building or the district does not follow a regular school day, such as two-hour delays, early dismissals, assembly schedules, or other events that would affect a regular school day.

H. District Liaison Conference

At the request of the president of the Association, the Superintendent or designee shall meet once a month with the president of the Association to discuss matters of concern on a District-wide basis. This meeting shall not deal with negotiations or substitute for negotiations.

I. Participation in Administrative Selection Process

Two (2) teacher representatives, chosen by TACLS, shall be included in the interview process and make recommendation for new principals and new superintendents considered by the Board.

J. Restructuring Student Day

If the Board of Education decides to change the current student schedule at either the middle school or high school or both from its current configuration to either a six (6) period, seven (7) period or eight (8) period day, it may do so as long as the effects of such change does not violate the teacher work day or any of the provisions of the Master Contract and is first discussed with the Association.

K. Supplemental Contracts

1. All bargaining unit members holding supplemental contracts will be considered applicants for the same supplemental for the following school year unless they give other notice by the date of the supplemental posting. If the Board intends to rehire the incumbent, the supplemental will not be posted.

2. Supplemental postings, with the exception above, shall be in accordance with the posting procedures set forth in this Agreement.

L. Contracts

All members of the bargaining unit shall be issued written contracts for teaching and/or supplemental duties performed.

1. Sequencing of Contracts (Limited) -- The Board agrees to issue limited contracts in the following manner:

First Contract	1 year
Second Contract	1 year
Third Contract	1 year (or 2 years if teacher's final summative rating is either "Skilled" or "Accomplished" at the conclusion of the second contract)
Succeeding Contracts	2 years (or 3 years if the teacher's final summative rating is "Accomplished" at the conclusion of the third contract and the "Accomplished" status is maintained)

However, a teacher otherwise eligible for a two (2) year contract may be awarded a one (1) year contract on a one-time basis during the teacher's career with the Board based on and as documented in the evaluation.

All teachers on or awarded a contract longer in duration as of the 2017-2018 contract year shall remain eligible for the same contract and not be reduced for reasons other than designated above.

2. Supplemental contracts are automatically non-renewed upon their expiration date.

3. Continuing Contracts

Eligibility: To be eligible for a continuing contract the teacher must have taught at least three (3) out of the last five (5) years in the district or if attained a continuing contract elsewhere, have served two (2) years in the District (ORC 3319.11).

In addition, for bargaining unit members initially licensed before January 1, 2011, continuing contract eligibility is met if the teacher has on file, prior to March 1 of the year of tenure eligibility:

a. A Professional, Permanent or Life teacher's certificate issued in accordance with Ohio Revised Code 3319.22: or

b. A Professional Educator's license issued after October 29, 1996 and proof of either of the following:

1. If a Master's degree was not held at the time of initially receiving a teaching certificate or an educator's license, thirty (30) semester hours of course work in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license; or

2. If a Master's degree was held at the time of initially receiving a teaching certificate or an educator's license, six (6) semester hours of graduate course work in the area of licensure or in an area related to the teaching field since the initial issuance of the teaching certificate of license.

3. A teacher holding a senior professional educator license or a lead professional educator license issued under the licensure provisions of the ORC.

c. For bargaining unit members initially licensed on or after January 1, 2011, continuing contract eligibility is met if the teacher:

1. Holds a professional, senior professional or lead professional license;

2. Has held an educator's license for at least seven (7) years; and

3. Has completed either of the following:

a) If the bargaining unit member did not hold a master's degree at the time of initially receiving an educator license, thirty (30) semester hours of course work in the areas of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt;

b) If the bargaining unit member held a master's degree at the time of initially receiving an educator license, six (6) semester hours or graduate course work in the areas of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt.

d. Process:

1. In order to be considered for, or eligible to receive a continuing contract, the teacher must notify the Superintendent in writing no later than October 31 in the year that the teacher's limited contract will expire, that he/she will be eligible for and wishes to be considered to receive a continuing contract for the next school year. Upon proper notification, the Board shall adhere to the procedures set forth in Section 3319.11 of the Ohio Revised Code other than provided below.

2. If the teacher does not notify the Superintendent in writing in the year of the expiration of the current limited contract, prior to October 31, or if the teacher fails to have appropriate licensure on file prior to March 1, it shall result in the Board granting the next limited contract in the sequence listed in Section 1 above (not including non-renewals, etc.).

3. In the event the teacher receives a limited contract instead of a continuing contract, the Board may grant continuing status at any time while on the limited contract so long as the teacher is eligible.

4. If a teacher applies for a continuing contract (or re-applies if notification and/or licensure was not timely as set forth above) upon the expiration of the next limited contract as provided for in this section, the provisions of the Ohio Revised Code 3319.11 shall apply, and the Board must either grant a continuing contract, extended limited contract or non-renew the teaching contract.

5. Nothing herein shall be deemed to prevent a limited contract teacher who does not apply for continuing contract from remaining on the limited contract sequence set forth above, upon renewal.

e. The Superintendent may recommend reemployment of the teacher, if continuing service status has not previously been attained elsewhere, under an extended limited contract for a term not to exceed two (2) years, provided the Superintendent gives the teacher written reasons directed at the professional improvement of the teacher on or before the first (1st) day of June. Upon subsequent reemployment of the teacher, only a continuing contract may be entered into. To the extent this process for granting an extended limited contract differs from that provided in Ohio Revised Code Section 3319.11(C), this procedure is intended to supersede and replace that provision.

ARTICLE IV

VACANCIES, TRANSFERS AND RESIGNATIONS

A. Posting of Vacancies

The faculty will be advised of all teaching, supplemental, and administrative vacancies in the District that the Board intends to fill during the school year by posting said vacancies on the District website as well as through school email. The position shall be posted within five teacher work days following the Board's acceptance of a resignation or reassignment unless otherwise agreed by administration and TACLS. Vacancies occurring prior to July 10 shall be posted for five (5) work days at the locations designated above and shall not be filled until the five-day posting period has expired. Vacancies occurring on or after August 1 may be filled by a long-term substitute or posted by the Board. Employees of the Central Local School District shall be interviewed and given consideration based on the criteria established under the voluntary transfer provision. Notification of the vacancies does not imply any obligation to employ within the system. The Association President will be notified of vacancies that the Board has determined not to fill.

During the summer, the faculty will receive notice of all teaching, supplemental, and administrative vacancies by email. If the employee does not have personal access to internet or email services, he/she will be notified in writing at his/her request. This request shall be submitted to the building principal before the end of the school year.

B. Voluntary Transfer

Teachers may request a change in teaching assignment. Request for a change in assignment shall b writing to the principal and does not mean the change will automatically take place. The follow...g considerations will be given to a teacher's request for a change in assignment:

1. Qualifications of the teacher to hold the new position.

2. Contributions which the staff member could make to the students in the new position.

3. Length of service in the Central Local School District.

4. Teacher's reasons for wanting a change in assignment.

C. Involuntary Transfer

1. Written notice of an involuntary transfer will be given to teachers by July 1. Involuntary transfers will not be implemented after August 1, except in cases of emergency.

2. An involuntary transfer or reassignment will be made only after a meeting between the teacher involved and the superintendent, at which time the teacher will be notified in writing of the reason(s). The teacher may, at his/her option, have a representative of the Association present at such meeting.

3. In the event that enrollment fluctuations necessitate involuntary transfer within or between buildings, every effort will be made to fill the vacancy by a qualified staff member willing to fill said position. In the event that there is no one willing to transfer and other factors being equal, the transfer will be made on the basis of seniority. The person with the least seniority will be transferred.

D. Resignation

A teacher may terminate a contract anytime after the close of the school term and up to and including July 10 by giving written notice of resignation to the Board. Such resignations shall become effective automatically without the consent of the Board.

A resignation after July 10 must be in writing and must give the reasons for the resignation. A resignation submitted after July 10 does not become effective unless it is approved by a majority vote of the Board or written acceptance by the Superintendent.

ARTICLE V

LAYOFF AND RECALL

A. The reduction in the number of bargaining unit members may be made due to decreased enrollment of pupils in the District, return to duty of regular teachers after leaves of absence, by reason of suspension of schools or territorial changes affecting the District, and financial reasons in accordance with Ohio Revised Code Section 3319.17. Such reduction shall be by suspension of contracts based upon the recommendations of the Superintendent in accordance with the above. The determination of whose contracts, if any, will be suspended shall be in compliance with the following:

1. Initially the Board shall avoid or minimize any need for the suspension of teaching contracts by not employing replacements insofar as practical for unit members who retire, resign or have their limited contracts non-renewed for reasons other than a reduction in force.

B. In the event there is no available position in that departmental area of certification for which the member is certified, the members in that area of certification on limited contract shall be listed according to seniority in the District and the contract of the member with the least seniority in the District shall be suspended as defined herein in accordance with the provision of §3319.17 of the Ohio Revised Code.

C. Bargaining unit members eligible for recall and whose contracts have been suspended pursuant to a reduction in force, will not be based upon seniority, except in circumstances when choosing between teachers with comparable evaluations. In the event all of the contracts of the members on limited contract have been suspended, the contracts of the members in that area of certification on continuing contract shall be suspended in accordance with the provision of §3319.17 of the Ohio Revised Code.

D. The use of volunteer aides or paid aides shall in no way result in a reduction of certificated staff.

E. Notification

The Association President and the bargaining unit members whose contracts are to be suspended by reason of a RIF shall be notified in writing by the Superintendent/designee at least sixty (60) days prior to the date of Board action regarding such suspension. Notices will state that the action is a suspension of the individual contract, the reason for the RIF, the position(s) to be reduced, eliminated, or not filled, the effective date of the suspension/RIF, and will include a description of layoff and recall rights of the teacher.

The notice to the Association President will also list the names of the employees who may be affected by the reduction. Teachers serving under continuing contracts will be placed at the top of the list in descending order of seniority. Teachers serving under limited contracts will be placed on the list under continuing contract teachers, also in descending order of seniority.

1. When utilizing seniority (i.e., when evaluations are comparable as defined) system seniority will apply. A year of service for purposes of RIF is defined as the completion of a full school year of at least one hundred twenty (120) days of teaching and/or Board-paid leaves. Seniority is affected as follows:

   a. Board approved unpaid leaves of absence or suspension of contracts due to a RIF will not disrupt continuous service but will not be credited as service time in the computation of seniority.

b. Teachers on Board paid leaves of absence shall continue to accrue seniority for purposes of continuous service under this Article.

c. If two (2) or more teachers have the same number of years of continuous service, seniority will be determined by:

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

2. A seniority list and a recall status list shall be prepared and made available to the TACLS no later than March 1st of each year. The list will be updated in accordance with certifications/licensures on file in the Treasurer's office.

F. Procedure for Recall

1. All unit members who contracts were suspended as a result of a layoff shall be placed on a recall list stating their seniority in each teaching field for which they are or have become certified/licensed to teach. Teachers shall remain on the recall list for two (2) years, unless holding a continuing contract, in which case length of time on the list is unlimited, subject to a forfeiture of that right as set forth below.

2. As positions are created or become available, unit members whose contracts have been suspended in whole or in part shall be rehired to positions for which they are properly licensed and qualified to teach. Seniority shall not be a factor in recalling any bargaining unit member, unless the decision is between teachers with comparable evaluations. In addition, teachers with continuing contracts will be given preference in recall.

Unit members on the recall list shall be offered reemployment to full-time positions, as they become available, for which they are certified/licensed in the reverse order of layoff; last laid off, first recalled.

3. A unit member who is recalled to a position shall resume the contract status he/she held prior to the layoff and shall be credited with sick leave accumulation and years of service for salary schedule placement he/she had prior to being laid off.

4. The seniority of a recalled unit member shall be calculated as if service were not interrupted.

5. When an opening(s) occurs, the Board shall send a certified letter to all unit members certified/licensed for the position to their last known address to advise them of such position. It is the unit member's responsibility to keep the Board informed of his/her whereabouts. The unit member shall, within fifteen (15) days from the postmark date of the letter, indicate availability and desire for such position. If after being offered reinstatement, a unit member fails to notify the Board within the specified period of time, or if a unit member rejects the offered full-time position, said unit members shall be considered to have rejected the position and to have forfeited his/her right to recall to service in the District.

If a teacher on the recall list accepts full time employment as a regular teacher for a full school year with another school district (excluding any long-term substitute position); the teacher shall so notify the Superintendent immediately and will be removed from the recall list; thereafter a teacher must make application in accordance with established procedures if he/she desires to be considered for employment by the Central Local School System.

6. No teachers new to the District shall be employed until all properly certified/licensed unit members on the recall list have been offered a contract for the position in accordance with the provisions of procedure.

7. If a position(s) is established, the position(s) will be staffed first from the recall list, assuming there are qualified and properly licensed members on the list. Transfers may be made on a voluntary basis to the position affected by the layoff after the position(s) has been offered to all properly certified/licensed unit members on the recall list.

8. Unit members on the recall list will be given preferential consideration as substitute teachers and part-time teachers. However, employment or nonemployment as a substitute or part-time shall not affect that unit member's placement or continued placement on the recall list for full-time employment.

9. Laid off employees shall have all rights provided by COBRA to continue benefits in accordance with law.

10. No unit member who is laid off shall have his/her limited contract nonrenewed during the term of the layoff.

G. Suspension of employee contracts pursuant to this provision of reduction shall occur only in the period between the end of one school year and the start of the succeeding school year.

H. For the purpose of this article, until a successor contract is ratified, all teachers with summative ratings of (1) ineffective, (2) developing, and (3) skilled/accomplished, in this order, will be considered comparable for the purpose of reduction in force.

ARTICLE VI

LEAVES

A. Personal Leave

1. All personnel shall be granted three (3) days of non-cumulative, unrestricted leave without loss of salary. Except in emergency situations, individuals must apply for personal leave at least one week (7 calendar days) in advance. Personal days will not be used during the first two and final two weeks of school. Upon submitting a request through the District's automated system, leave may be granted at the discretion of the administration.

2. No days of personal leave shall be granted on a day immediately preceding or following a school vacation. Teachers are encouraged to not request personal leave one week prior to and during state testing weeks; furthermore, upon submitting a request through the district's automated system, personal leave may be denied during Parent-Teacher Conferences, IEP Conferences, professional development days, and/or similar events in the absence of emergency circumstances. No more than 10% of the teachers in a building may be on personal leave on the same day. The Superintendent or designee may exceed these percentages at his/her discretion.

3. No fractional days of personal leave less than one-half shall be granted, except in the case of an emergency.

4. Unpaid days off (dock days) may be granted to any employee during the school year upon written request to the Superintendent.

5. The unused personal leave days of a teacher at the end of a school year shall, at the teacher's discretion, either be transferred into that teacher's sick leave accumulation balance to the maximum sick leave allowed to be accumulated by members of the bargaining unit pursuant to this contract or shall be given a monetary stipend of $125 per day for days not utilized.

B. Professional Leave

1. Each member of the certificated staff may be granted, but is not guaranteed to be approved for, professional leave days which will lead to instructional improvements and enhanced student achievement, without loss of pay. Board contributions to defray the expenses for the staff member shall be as outlined in Article XII.

2. Should it be necessary for teachers to miss a day of school to attend meetings at the request of the administration or Board of Education, teachers shall not be charged with professional leave for such days.

3. Members are encouraged to work with the LPDC to provide professional development opportunities/training to CLSD staff members after attending a professional development event.

C. Association Leave

A collective maximum total of four (4) days with pay may be authorized each school year for Association business for teachers to attend the OEA delegated assembly or for giving testimony before legislative and/or administrative bodies, or similar activities.

D. Sick Leave

1. Each member of the bargaining unit who is employed by the district full time shall be granted sick leave with pay at the rate of one and one-quarter (1-1/4) days per month of completed service to a maximum of fifteen (15) days per school year. Sick leave shall accumulate to a maximum of two hundred forty (240) days.

2. Teachers new to the system as well as teachers who have exhausted their accumulated sick leave shall be entitled to an advancement of sick leave up to but not exceeding the number of potential earnable days for the remainder of the school year.

3. Employees advanced fifteen (15) days sick leave at the beginning of the school year who, because of extended illness or otherwise, cannot repay the sick leave in the same school year with earned sick leave, will have the used but unearned sick leave days deducted from their salary.

4. Members may use sick leave for the following reasons:

   a. Personal illness (physical or psychological), injury or employee/employee's spouse pregnancy;

   b. Exposure to contagious disease which could be communicated to others;

   c. A reasonable number of days for caring for the illness, injury or death in the member's immediate family. For the purposes of this provision, immediate family shall include child, spouse or significant other, parents, grandchild, grandparents, brother, sister, mother-in-law, father-in-law, step family members or other relative living in the member's household.

   d. One day of sick leave may be used for the death of a close relative or close friend. The Superintendent may grant additional days from sick leave account.

   e. In addition, the Superintendent may allow for additional paid sick leave use in special circumstances not specifically described above.

5. If sick leave is used before or after a school vacation, before or after personal leave, or for more than five (5) consecutive days, a physician's note may be required to provide the name of consulting physician, date(s) and medical verification of absence.

6. In accordance with the Ohio Revised Code Section 3319.141, the falsification of a sick leave statement is grounds for suspension or termination of employment.

7. Teachers who utilize fifteen (15) consecutive sick leave days may be required to provide a fitness for duty certification by a medical provider prior to a return to work upon request of the Superintendent.

E. Bereavement Leave

Each certificated employee shall be granted days absence with pay each year due to the death of an immediate family member, as defined above in 4 c., and brother and sister-in-law for a maximum of five (5) days.

The Superintendent may grant additional days for any of the above from sick leave account.

Other Leaves

1. Leaves for military service and leaves without pay for illness or disability shall be granted in accordance with Ohio law.

2. Other Leaves - A full time employee may make an application for a leave of absence. The application shall be in writing and shall state the reason for the request including any special conditions which should be considered the beginning date and the ending date of the leave, which shall not be later than the last day of the school year in which the application is made. The application shall be made to the Superintendent who shall attach his/her recommendation to the application and submit it to the Board of Education for consideration.

   Criteria such as the following, but not limited to these criteria shall be considered in reaching a decision:

   1. Availability of a substitute;
   2. The anticipated effect on the school program;
   3. Timely request (sixty days will be considered adequate);
   4. Length of service (minimum of three years);
   5. Quality of past service rendered by the applicant;
   6. The intention of the applicant to enter any other employment during the leave and the nature of the employment;
   7. The intention of the applicant to return to service in this school.

When an application has been approved and the employee returns to work, he/she shall be placed in the work force at the same status which he/she held at the time the leave commenced. Placing the employee in a position of equal status, not necessarily the same position shall satisfy this requirement. The Board may, but is not required to, return the employee to the work force before the ending date of the approved leave. Computation of salary, seniority, etc., based on length of service shall not include time spent on leave. The employee shall cooperate fully with any investigation of the circumstances of the leave and failure to cooperate, or abuse of the leave, or failure to follow the purpose of the leave as stated in the application shall be grounds for termination.

This leave agreement does not limit the Board's right to exercise any legal right it may have with regards to termination or non-renewal of the employee.

When a leave has been granted, the employee agrees to notify the Superintendent on or before April 1 of his/her intent to return to work in this school. It is agreed that failure to so notify the Board shall be considered as a resignation.

Any employee who does not return to work immediately after the end of the leave unless other satisfactory mutual arrangements have been made will be considered to have resigned and shall forfeit any and all rights to employment in this school.

Payment shall not be made for time spent on leave, but if a leave occurs after a teacher has accumulated deferred earnings because of work done before the leave started, the employee shall be paid at the regular rate of pay (with an adjustment in the final pay to equal the amount owed) until payment has been made for the work performed.

Current insurance benefits shall continue so long as a full regular payment is owed as described above at the time the insurance premium becomes due. Partial payments to complete the amount owed shall qualify the employee for insurance premium payments by the Board. When the eligibility for insurance as described above has expired, the Board is under no further obligation in regard to this matter including notice of impending expiration of the insurance. Provided the insurance company agrees, an arrangement may be made for insurance coverage to continue with the employee paying the premiums. The Board shall not be liable in any way for notification of premiums due or for collections of premiums from the employee, even if the Board serves as the conduit of premiums from the employee to the insurer. The Board at its discretion may pay any part of or all of the premiums during the leave.

G. Assault Leave

1. Notwithstanding the provision of §3319.141 of the Ohio Revised Code, the Board will grant assault leave to employees absent due to physical/mental disability resulting from assault under the following conditions:

   a. Any certificated teacher who must be absent from his/her duties due to physical/mental disability resulting from an assault by a student or the parent or legal guardian of a student of this system, provided that such assault is also directly related, attributable to or arising out of the employment by this system of said teacher, will be paid his/her full schedule compensation for a maximum of twenty-five (25) days. If permanently disabled, the teacher must apply for disability retirement and no assault leave shall be granted after such retirement has been approved.

   b. For purposes of this provision, assault shall be defined as an action causing apprehension of harmful or offensive physical contact, emotional or mental trauma on the teacher.

   c. Before assault leave can be approved, the teacher shall furnish to the superintendent a written, signed statement describing the circumstances and events surrounding the assault, the cause thereof, including the location and time of assault, name and address of the victims and witnesses, and a description of the injuries sustained by each victim of the assault. If medical attention is required or sought, the teacher shall furnish a statement of the nature of the disability and its duration which has been signed by a physician licensed in Ohio. Falsification of either the written, signed statement of the events or the physician's statement shall be grounds for suspension or termination of employment.

   d. If the assault leave is more than five (5) consecutive days, the Superintendent may request any teacher returning from assault leave to provide an adequate fitness for return to duty authorization from an appropriate health care provider. A member's personal physician or other health care provider would qualify. The district will accept the physician or health care providers authorization to return to work.

2. Assault leave, which is approved by the superintendent, shall not be charged against sick leave earned or earnable by the teacher or leave granted under regulations adopted by the Board, pursuant to §3319.08 of the Ohio Revised Code, or any other leave to which the teacher is entitled.

3. Assault leave benefits shall not be paid if workers' compensation benefits are paid to a teacher.

I. Jury Duty and Legal Commitments

1. If a teacher is called for jury duty, the Board of Education will employ and pay the substitute. The teacher on jury duty shall be paid his or her regular salary for the days missed due to jury duty.

2. If a teacher is called as a witness in a civil or criminal case arising out of his/her performance of his/her contractual duties, the teacher shall be excused without loss of pay. Notwithstanding the above, a teacher who is a defendant as a result of legal action brought by a student or parent against the teacher because of action by the teacher in a school related incident may be excused with pay with consent of the superintendent.

I. Teachers Filling Leaves of Absence

No teacher employed to replace a teacher on a leave of absence shall be placed on the seniority list. If the teacher is later employed in a regular position, the teacher's date on the seniority list shall be the date of employment to the regular position.

J. Family Medical Leave Act

The Central Local Board of Education shall provide family and medical leave pursuant to the Family and Medical Leave Act of 1993 ("FMLA"). An employee who has worked for the employer the required length of time under the Act and who is regularly employed to work the minimum hours for eligibility required under the Act shall be eligible for FMLA leave. Those employees taking FMLA leave are entitled to twelve (12) work weeks, days may be taken intermittently, during a twelve (12) month period commencing with the date the employee first takes FMLA leave. The Board shall pay its share of the same group health insurance coverage to eligible employees on FMLA leave and make its regular contribution as required by this contract. The Board shall provide the same group health insurance coverage to an eligible employee that is provided to the members of the bargaining unit.

An employee may take FMLA leave for the following reasons:

a. The serious illness of an employee's spouse, parent or child, and;

b. The employee's own serious health condition that makes employee unable to perform his/her job.

c. Any other reasons for which leave shall be granted under the FMLA.

The employer will require an employee to use accrued vacation, personal, and/or sick leave at the employer's option.

If a husband and wife eligible for leave are employed by the employer, the combined amount of leave for birth, adoption, and parental illness shall be limited to twelve (12) weeks. In the case of seriously ill child, both employees are entitled to use up to twelve (12) weeks each.

ARTICLE VII

TEACHER/SCHOOL COUNSELOR EVALUATION/OBSERVATION

A. NON-OTES/NON-OSCES

Non-OTES/Non-OSCES employees will be evaluated once annually or as stated below by utilizing the Evaluation Form in Exhibit G and Exhibit H, which will be completed no later than May 1.

Evaluation process and procedures for Non-OTES/Non-OSCES will follow the same as OTES timelines for pre-conferences observations, post-conferences, and walkthroughs.

A written report of the results of the evaluation shall include specific recommendations regarding any improvement needed in the performance of the teacher being observed and set forth the means by which the teacher may obtain assistance in making such improvements.

Non-OTES/Non-OSCES teachers on continuing contracts shall be evaluated a minimum of once every three (3) years.

B. OTES/OSCES

1. For OTES/OSCES teachers, the District will utilize the standards-based teacher and school counselor evaluation systems set forth in Ohio Revised Code which have been mutually agreed to and/or developed by the parties.

   All matters contained within these systems shall be considered grievable under the grieva procedure contained within this contract.

   Any revisions to the standards-based teacher evaluation or school counselor systems must be bargained prior to implementation to the extent provided by law.

2. Teacher Evaluation Committee

   The Teacher Evaluation Committee (TEC) shall convene when revisions to the law or applicable regulations necessitate and/or at the beginning and/or the end of each year to review the evaluation processes for all bargaining unit members, and make recommendation(s) to the Board of Education and TACLS. The TEC shall be comprised of up to (4) Administrators, including the Superintendent, and up to five (5) members appointed by the Association. All decisions and/or recommendations of the Committee shall be reached through consensus and will be sent to the Bargaining team and are subject to ratification by the Association and adoption by the Board. Included in the responsibilities of the Committee is the assessment and review of HQSD to be utilized by the district.

C. Standards Based Teacher Evaluation System

1. Purpose

   A standards-based teacher evaluation program which conforms to the framework for evaluation of teachers as approved by the State Board of Education shall be implemented as set forth herein. The Board and TACLS adopt the OTES 2.0 model as approved by the State Board of Education. The parties believe in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching and professional growth.

2. Definitions

Ohio Teacher Evaluation System (OTES): Stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education Framework in 2020, or as otherwise modified by the State Board of Education, and as set forth in Ohio Revised Code under sections 3319.11, 3319.111 and 3319.112.

Teacher: For purposes of this system, "teacher" means licensed instructors who spend at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one (1) of the following:

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

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this system.

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

Teachers who do not meet the above criteria will be evaluated utilizing the evaluation procedures in Article VII (A) of the CBA using the same timelines and frequency for statutorily defined teachers.

Teachers of Record:

- Is/Are responsible for assigning the grade to the student.
- Is/Are required to have the proper credentials to teach the particular subject to which he/she has been designated "teacher(s) of record(s)."
- Is/Are responsible for a significant portion of a student's instructional time within a given subject or course: When linking student data to teachers, a minimum of 51% is designated to the teacher of record in a co-teaching situation. Linkage is the process of connecting the teacher(s) of record to student data.

Credentialed Evaluators: The appropriately qualified individual, assigned by the District, who is responsible for completing the evaluation process for a teacher. For purposes of this system, each teacher subject to evaluation will be evaluated by a person who:

a. meets the eligibility requirements under O.R.C. 3319.111(D); and
b. holds a credential established by the Ohio Department of Education and Workforce (DEW) for teacher evaluation; and
c. has completed State-sponsored evaluation training and has passed all required credentialing assessments.

The evaluator shall not be a bargaining unit member and must hold a supervisor position in the Central Local School District. The Administrator must be employed under a full-time contract pursuant to sections 3319.01 or 3319.02 of the Ohio Revised Code and must hold at least one (1) certificate/license named under division (E), (F), (H), (J), or (L) of section 3319.22 of the Ohio Revised Code and must be credentialed as stated in Ohio law.

Teachers will be notified of his/her assigned evaluator within ten (10) days following the beginning of the school year. In the event an employee performs work under the supervision of more than one (1) credentialed principal, one (1) principal shall be designated as the credentialed evaluator and shall be designated within ten (10) days following the beginning of the school year. Teachers with a final summative rating of "Accomplished" will select their assigned credentialed evaluator within the first ten (10) days following the beginning of the school year.

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

High-Quality Student Data: Refers to 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. When applicable to the grade level or subject area taught, High-Quality Student Data (HQSD) shall include the value-added progress dimension and the teacher shall use at least one other measure of HQSD to demonstrate student learning. HQSD may also include data obtained from the list of Ohio Department of Education and Workforce approved student assessments.

HQSD must be used as evidence in any component of the evaluation system where applicable, which may include:

- Knowledge of the students to whom the teacher provides instruction.
- The teacher's use of differentiated instructional practices base on the needs or abilities of individual students.
- Assessment of student learning.
- The teacher's use of assessment data.
- Professional responsibility and growth.

High-quality student data may not include student learning objectives (SLOs) or shared attribution measures.

Value-Added: The EVAAS Value-Added methodology which provides a measure of student progress at the District and school level based on each student's scores on State-issued standardized assessments.

Evaluation Cycle: The period of time for the completion of the evaluation procedure. The evaluation cycle begins with the implementation of the Professional Growth Plan or Improvement Plan and the cycle is completed when performance assessments are conducted for the current school year and the teacher is assigned a final holistic rating.

Evaluation Framework: The framework created in accordance with section 3319.111(A) and 3319.112 of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers.

Evaluation Instruments: Refers to the forms developed by the DEW, including the "Teacher Performance Evaluation Rubric," and any locally developed forms. The parties acknowledge and understand that some of these forms may be revised and/or replaced once ratified by the parties. It is understood that the parties are utilizing the DEW Rubric and Rating form (electronic version) and this form may be subject to revision and ratified by the parties. The Teacher Evaluation Committee will

meet to discuss any such changes regarding these forms. The forms to be utilized in the evaluation process are attached hereto.

Evaluation Procedure: The procedural requirements set forth in this agreement are intended to provide specificity to the statutory obligations established under 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

Evaluation Factors: The walkthrough(s), evidence, direct observation(s), and all other components required by Ohio Revised Code to be used in the holistic teacher evaluation procedure.

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.

Final Summative Evaluation Rating: The final holistic evaluation rating that is assigned to a teacher pursuant to terms of this system. The evaluation rating is assigned at the conclusion of the evaluation cycle. Each final holistic evaluation will result in the assignment of a teacher to one of the OTES evaluation ratings. 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.

Ohio Evaluation System (OhioES): The method used by the District to electronically report to DEW aggregate final, summative teacher evaluation ratings.

3. Standard Based Teacher Evaluation

Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based upon teacher performance, HQSD and other locally determined criteria.

Each teacher evaluation will result in an evaluation rating of:

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

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the Ohio Department of Education and Workforce (DEW).

The Superintendent shall annually file a report to the Ohio Department of Education and Workforce (DEW) the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated.

For OhioES Reporting Process, Option 3 shall be utilized by the Board.

The Board shall not evaluate a teacher who was on leave from the School District for fifty percent (50%) or more of the school year.

The Board shall not evaluate a teacher who has submitted a notice of retirement that was accepted by the Board no later than December 1st of the year the teacher was scheduled to be evaluated.

4. Professional Growth Plans and Professional Improvement Plans

Based upon the results of the prior year's teacher evaluation, each teacher must develop either a professional growth plan with two (2) goals or be placed on a professional improvement plan as follows:

a. A teacher whose final holistic rating is "accomplished" on his/her most recent evaluation will develop a professional growth plan based upon the most recent evaluation and may choose his/her credentialed evaluator from the Board approved list for the next evaluation cycle.
b. A teacher whose final holistic rating is "skilled" will develop a professional growth plan, based upon the most recent evaluation, collaboratively with his/her credentialed evaluator and will have input on his/her evaluator from the Board approved list for the next evaluation cycle.
c. A teacher whose final holistic rating is "developing" will develop a professional growth plan guided by his/her assigned credentialed evaluator based upon the most recent evaluation.
d. A teacher whose final holistic rating is "ineffective" will be placed on a professional improvement plan by their assigned evaluator based upon the most recent evaluation. Improvement plans will provide written direction and assistance toward correction of areas identified for improvement and allow a reasonable time for improvement in any area(s) identified. The improvement plan shall include the components set forth in the agreed upon form.
e. A teacher who is new to the profession or new to the District will develop a professional growth plan collaboratively with his/her credentialed evaluator, utilizing the components set forth on the agreed upon form.

Professional growth plans for a school year shall be developed not later than the third (3rd) Friday of September of that school year. The professional growth plan shall include the components set forth in the agreed-upon form.

A teacher may use their Professional Growth Plan to develop his/her IPDP for the LPDC in order to meet renewal requirements for their certificate/license.

5. Board Professional Development Plan

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

In addition, updates to written instructions and evaluation procedures on the purpose, mechanics and dimensions of the evaluation procedure shall be presented to the teachers following ratification and prior to implementation of any changes. In the case of a teacher hired after training on any such updates, they will receive training within thirty (30) days of employment with the District.

6. Assessment of Teacher Performance

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs." Such performance will be used to determine the teacher's evaluation rating and will be assessed through a holistic process by training and credentialed evalua

based upon the following six (6) domains, which are aligned to the *Ohio Standards for Teaching Profession*:

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

7. Formal Observation and Classroom Walkthrough Sequence

   a. No teacher shall be evaluated more than once annually.

   b. In any year when the Board intends to renew a minimum of two (2) formal observations shall be completed. A formal observation shall last a minimum thirty (30) consecutive minutes.

      The first formal observation will be a holistic observation where the evaluator assesses all areas of the rubric demonstrated during the observation as well as information gained from any pre-observation conference or other sources selected by the evaluator; including evidence produced by the teacher. This observation will be completed by the end of the first semester. No component shall be weighed as a higher importance than another, except that any area marked N/A shall not negatively impact the evaluation rating.

      The second formal observation will be an announced, focused observation emphasizing identified focus area(s). Identified focus areas will be selected after completion of the holistic observation, and may include area(s) of relative strength and/or area(s) targeted for improvement. This observation will be completed by May 1. No component shall be weighed as a higher importance than another, except that any area marked N/A shall not negatively impact the evaluation rating.

      For the second observation, teachers with a final rating of "Accomplished" (from the previous year) will select their own focus area(s). A teacher with a final evaluation rating of "Skilled" (from the previous year) will select focus area(s) in collaboration with his/her evaluator. A teacher with a final evaluation rating of "Developing" (from the previous year) will be guided by his/her evaluator in determining focus area(s). A teacher with a final evaluation rating of "Ineffective" (from the previous year) will have focus area(s) previously identified from the Improvement Plan. A teacher new to the profession will select focus area(s) in collaboration with his/her evaluator.

      Evaluators will collect evidence during the focused observation to assess the identified focus areas(s). Evaluators will also document observed and presented evidence to support the final evaluation rating.

c. Under no circumstances shall a teacher's contract be non-renewed unless a minimum of three (3) observations and periodic classroom walkthroughs each school year have been completed. A formal observation shall last a minimum of thirty (30) consecutive minutes.

   The timeline for teachers under consideration for non-renewal being observed three (3) times shall be:

   1. First (1st) post-observation conference held on or before the end of the first semester.
   2. Second (2nd) post-observation conference held on or before March 31st.
   3. Third (3rd) post-observation conference held on or before May 1.

d. A teacher who receives a rating of "Accomplished" on his/her most recent evaluation may be evaluated once every three (3) years with the noted exception below. The teacher will be required to submit a self-directed professional growth plan to the evaluator, and the evaluator will determine if the teacher is making progress on the plan. The professional growth plan will focus on the most recent evaluation of the teacher. If the evaluator determines that the teacher is not making progress in the professional growth plan, the teacher will return to the full OTES evaluation cycle the following year. The teacher will be provided with at least one (1) formal announced, 30-minute focused observation and post-conference in any year that such teacher is not formally evaluated.

e. A teacher who receives a rating of "Skilled" on the teacher's most recent evaluation may be evaluated once every two (2) years with the noted exception below. The teacher and the evaluator will jointly develop a professional growth plan for the teacher and the evaluator will determine if the teacher is making progress on the plan. The professional growth plan will focus on the most recent evaluation and observations of the teacher. If the evaluator determines that the teacher is not making progress in the professional growth plan, the teacher will return to the full OTES evaluation cycle the following year. Teachers will be provided with at least one (1) announced, 30-minute focused observation and post-observation in any year that such teacher is not formally evaluated.

f. Teachers who receive a final summative rating of "Developing" or "Ineffective" will be evaluated annually as set forth herein.

g. Evaluations will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation (Final Summative Report) by May 10th. Before the evaluation cycle is final, and no later than May 10, a copy of the Final Summative Report shall be given to the teacher and a conference shall be held between the teacher and the evaluator. The Final Summative Report will be presented to the teacher for signing. The teacher's signature cannot be construed as evidence that the teacher agrees with the contents of the Final Summative Report. The signed Final Summative Report will then be submitted to the Superintendent. The teacher shall be given the opportunity to write a rebuttal to the evaluator's conclusions, which shall be attached to the Final Summative Report. Written notice of nonrenewal will be provided by June 1st.

8. Formal Observation Procedure

   a. All formal observations shall be preceded by a conference between the evaluator and the teacher prior to the observation in order for the teacher to explain lesson plans and objectives for the class which will be observed.

b. All post-observation conferences shall be held after each formal observation within ten (10) working days to discuss the observations, unless mutually agreeing to delay discussing the observation. Within three (3) days following the post conference, both parties shall sign and receive a copy of the written report.

c. In the event that the evaluator is absent during any of the first ten (10) actual workdays after the observation, the timeline for the post-conference may be extended to twelve (12) actual workdays after the observation.

d. In the event that the teacher is absent during any of the first ten (10) actual workdays after the observation, the timeline for the conference may be extended to twelve (12) workdays after the observation. In the event the teacher's absence extends beyond twelve (12) days after the observation, the timelines set forth herein shall be extended consistent with the number of days the teacher was absent after the observation.

e. The OTES evaluations will conform to the evidence-based process and other teacher's names will not be used.

f. Observations shall not be scheduled the day before or after a holiday, or a scheduled school break.

9. Informal Observation/Classroom Walkthrough Procedure

a. A walkthrough is an informal classroom observation in which an evaluator may assess one or more areas in the agreed-upon written Walkthrough Form included in the Collective Bargaining Agreement. An evaluator may perform no more than two (2) walkthroughs per semester unless requested by the teacher or otherwise provided in a teacher's improvement plan.

b. Walkthroughs may be announced or unannounced. The evaluator will likely not observe all the teaching elements listed in the form in any one informal observation, nor is this an exhausted list of evidence that may be observed.

c. A walkthrough shall consists of at least five (5) consecutive minutes, but not more than fifteen (15) consecutive minutes in duration.

d. Data gathered from the walkthrough will be recorded utilizing the Walkthrough Form and inform the final holistic evaluation.

e. Feedback from a walkthrough shall be provided after the walkthrough. The teacher and/or administrator may request a face-to-face meeting to discuss observations relative to the identified focus of the walkthrough no later than three (3) work days after the walkthrough.

f. Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.

10. Use of High-Quality Student Data

At least two (2) measures of high-quality student data will be used as evidence of student learning. The teacher, in consultation with the evaluator, will select HQSD that has been approved by the Teacher

Evaluation Committee. The teacher will provide evidence that demonstrates use of the data in accordance with this system. The evaluator will use the data as evidence to determine a performanc rating in any component of the evaluation where applicable.

When applicable to the grade level or subject area(s) taught by a teacher, high-quality student data will include the value-added progress dimension. High-quality student data will meet the following criteria:

a. aligns to learning standards;
b. measures what is intended to be measured;
c. is directly attributable to the teacher being evaluated for course(s) and grade level(s) taught;
d. demonstrates evidence of student learning (achievement and/or growth);
e. follows protocols for administration and scoring;
f. provides trustworthy results; and
g. is fair and unbiased.

Teachers must provide evidence to their evaluator which demonstrates that they have used high-quality student data in the following ways:

a. critically analyze and reflect upon results to support improvement and enhancement of student learning;
b. assess student learning needs and styles, including the strengths and weaknesses of an entire class as well as individual students in each class;
c. inform and adapt instruction to meet student needs; and
d. measure student learning achievement and growth as well as progress toward achieving state and local standards.

In addition to value-added data, the Superintendent, in collaboration with the Teacher Evaluation Committee, will select high-quality data from among state-approved vendor assessments or other locally determined measures or instruments that meet the definition and criteria outlined above.

11. Final Evaluation Procedures

Evaluators will consider evidence gathered during the evaluation cycle to assign a final holistic evaluation rating, pursuant to Ohio Law and the terms of this agreement.

The evaluator shall submit the final written evaluation using the OhioES reporting system. The teacher will confirm receipt of the same. Final summative ratings are to be placed in the employee's personnel file.

12. Retention and Promotion Decisions/Removal of Poorly Performing Teachers

It is the purpose of this Standards-Based Teacher Evaluation System to improve the quality of instruction, enhance student learning, and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions (i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers).

Seniority shall not be the basis for decision to retain a teacher, except when making a decision between teachers who have comparable evaluations as defined in Article V.

Removal of poorly performing teachers will be in accordance with the nonrenewal and termination statutes of the Ohio Revised Code and/or the relevant provisions of the collective bargaining agreement in effect between the Board and the TACLS.

Nothing in this agreement will prevent the Board from exercising its rights to nonrenew, terminate, or suspend a teacher contract as provided by law and the terms of the collective bargaining agreement in effect between it and TACLS.

The Board reserves the right to nonrenew a teacher evaluated under this system in accordance with O.R.C. 3319.11.

D. Standards-Based School Counselor Evaluation System

1. Purpose

The Board of Education is responsible for a standards-based school counselor evaluation system which conforms to the framework for the evaluation of school counselors as approved by the State Board of Education and aligns with the "Standards for School Counselors" as set forth in State law.

The Board of Education and TACLS adopt the Ohio School Counselor Evaluation System (OSCES) as approved by the Ohio Department of Education.

The Board and TACLS believe school counselors play a critical role in supporting student learning and success and maintaining a positive school environment. The standards-based system of school counselor evaluations is designed to provide meaningful and consistent feedback to support counselor professional growth and inform employment decisions.

The system shall be implemented as set forth herein and shall be included in the collective bargaining agreement between the Board and TACLS and in all extensions and renewals thereof.

The Board authorizes the Superintendent to establish and maintain an ongoing Teacher Evaluation Committee, with continuing participation by District counselors. See Article VII.

2. Definitions

a. OSCES: Standards for the Ohio School Counselor Evaluation System as adopted by the Ohio Department of Education Framework, or as otherwise modified by the Ohio Department of Education.

b. School Counselor: For purposes of this system, "school counselor" means an employee who holds a license issued pursuant to O.A.C. 3301-24-05 by the Ohio Department of Education and Workforce in the area of school counseling and who is assigned to a position in that capacity.

Teachers and other employees who do not meet this definition are not subject to evaluation under this system. Full time bargaining unit members who do not meet the definition will be evaluated in accordance with the Non-OTES/Non-OSCES system and/or utilizing the evaluation procedures of the collective bargaining agreement in effect between the Board and the TACLS.

c. Credentialed Evaluator: For purposes of this system, each counselor subject to evaluation will be evaluated by a person who has completed the OSCES training as required by the Ohio Department of Education and Workforce.

   i. The counselor will be notified of his/her assigned evaluator within ten (10) days following the beginning of the school year. In the even an employee performs work under the supervision of more than one credentialed principal, one principal shall be designated as the credentialed evaluator and shall be designated within ten (10) days following the beginning of the school year.

   ii. The evaluator shall not be a bargaining unit member and must hold a supervisor position in the Central Local School District. The Administrator must be employed under a full-time contract pursuant to sections 3319.01 or 3319.02 of the Ohio Revised Code and must hold at least one (1) certificate/license named under division (E), (F), (H), (J), or (L) of section 3319.22 of the Ohio Revised Code and must be credentialed as stated in Ohio law.

   The Board will approve and maintain a list of credentialed evaluators as necessary to effectively implement this system.

d. Evaluation Cycle: The period of time for the completion of the evaluation procedure. The evaluation cycle is completed when selected student metrics are combined with the counselor performance ratings resulting from performance assessments on the standards that are conducted for the current school year to assign a summative evaluation rating.

e. Evaluation Factors: The multiple measures that are required by law to be used in the school counselor evaluation procedures, including performance on all six (6) areas identified by the standards and the ability to produce positive outcomes using student metrics. School counselors will receive a score in each of the six (6) standards and the student metrics, which shall be weighted equally (1/7 of the final summative score). The evaluator should consider no one area in isolation but should analyze each in relation to all other areas of performance.

f. Evaluation Framework: The standards-based framework adopted by the State Board of Education for the evaluation of school counselors in accordance with O.R.C. 3319.113.

g. Evaluation Instruments: The forms used by the school counselor's evaluator as developed locally. It is understood that the District is utilizing the DEW Rubric and Rating form (electronic version) and this form may be subject to revision as per DEW discretion. The Teacher Evaluation Committee will meet to discuss any such changes regarding these forms. The parties acknowledge and understand that some of these forms may be revised and/or replaced once ratified by the parties. The forms to be utilized in the evaluation process are attached hereto.

h. Evaluation Procedure: The procedural requirements set forth in this system are intended to provide specificity to the statutory obligations established under R.C. 3319.113 and to conform to the framework for the evaluation of school counselors developed under R.C. 3319.113.

i. Evaluation Rating: The final summative evaluation level that is assigned to a school counselor pursuant to terms of this system. The evaluation rating is assigned at the conclusion of the evaluation cycle when the school counselor performance rating is combined with the results of

student metrics. Each completed evaluation will result in the assignment of one (1) of the following evaluation ratings to Accomplished, Skilled, Developing, or Ineffective.

j. High Performing School Counselor: A school counselor who earns a summative rating of "Accomplished" or "Skilled" on his/her most recent evaluations.

k. School Counselor Performance: The assessment of a school counselor's performance on each of the six (6) State-adopted standards, resulting in a performance rating. As an evaluation factor, the school counselor performance dimension is based on direct observations of a counselor's practice, evidence, and walkthroughs by a credentialed evaluator. Performance results are reported as a performance rating that may be coded as "1" indicating lowest performance to "4" indicating highest performance.

l. Student Metrics: The locally determined measure(s) that assess a school counselor's ability to produce positive student outcomes. The counselor and evaluator will collaborate on the determination of the metrics to be utilized for the evaluation.

3. Standards-Based School Counselor Evaluation

School Counselor evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each school counselor and assigning an effectiveness rating based upon school counselor performance and the counselor's assessment on selected student metrics.

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

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the Ohio Department of Education and Workforce (DEW), which are incorporated herein by reference.

The Board shall not evaluate a counselor who was on leave from the School District for fifty percent (50%) or more of the school year.

The Board shall not evaluate a counselor who has submitted a notice of retirement that was accepted by the Board no later than December 1st of the year the teacher was scheduled to be evaluated.

The Superintendent shall annually cause to be filed a report to the Ohio Department of Education and Workforce (DEW) in accordance with requirements mandated by DEW. The Board will utilize the DEW guidelines for reporting this information.

4. Assessment of School Counselor Performance

School Counselor performance will be evaluated during formal observations and periodic informal observations. Such performance will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for School Counselors*:

a. Comprehensive School Counseling Program Plan;
b. Direct Services for Academic, Career and Social/Emotional Development;
c. Indirect Services: Partnerships and Referrals;

d. Evaluation and Data:
e. Leadership and Advocacy; and
f. Professional Responsibility, Knowledge and Growth.

5. Formal and Informal Observations

a. No school counselor shall be evaluated more than once annually.

b. In any year when the Board intends to renew, a minimum of two (2) formal observations of at least thirty (30) minutes each and informal observations will be completed each school year.

c. A high performing school counselor will be evaluated less frequently as follows:

i. A school counselor who receives a rating of "Accomplished" on his/her most recent evaluation may be evaluated every three (3) years, as long as the counselor's metrics for student outcomes for the most recent year for which data is available, is "skilled" or higher. If the determination is made to evaluate every three (3) years, the counselor will nevertheless be provided with at least one (1) observation and conference in any year that such counselor is not formally evaluated.

ii. A school counselor who receives a rating of "Skilled" on his/her most recent evaluation may be evaluated every other year, as long as the counselor's metrics for student outcomes for the most recent year for which data is available, is "skilled" or higher. If the determination is made to evaluate every three (3) years, the counselor will nevertheless be provided with at least one (1) observation and conference in any year that such counselor is not formally evaluated.

Evaluations will be completed by May 1st and each school counselor will be provided a written report of the results of his/her evaluation by May 10th. Written notice of nonrenewal will be provided by June 1st.

If the Board has entered into a limited contract or extended limited contract with a school counselor pursuant to O.R.C. 3319.11, the Board shall perform a minimum of three (3) formal observations in any school year in which the Board may wish to declare its intention not to reemploy a school counselor pursuant that section.

Under no circumstances shall a counselor's contract be non-renewed unless a minimum of three (3) formal observations have been completed.

6. Formal Observation Procedure

The observations will not be conducted when school counselors are engaged in counseling activities with students that require confidentiality.

Formal observations will be announced and shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the situation to be observed. The first observation will occur in the first semester.

a. A post-observation shall be after each formal observation within ten (10) working days to discuss the observation, unless mutually agreeing to delay discussing the observation. Within

three (3) days following the post conference, both parties shall sign and receive a copy of the written report.

b. In the event that the evaluator is absent during any of the first ten (10) actual workdays after the observation, the timeline for the post-conference may be extended to twelve (12) actual workdays after the observation.
c. In the event that the counselor is absent during any of the first ten (10) actual workdays after the observation, the timeline for the interview may be extended to twelve (12) workdays after the observation. In the event the counselor's absence extends beyond twelve (12) days after the observation, the timelines set forth herein shall be extended consistent with the number of days the counselor was absent after the observation.
d. The OSCES evaluations will conform to the evidence-based process and other counselor's/teacher's names will not be used.
e. Observations shall not be scheduled the day before or after a holiday, or a scheduled school break.

7. Informal Observations/Walkthrough Procedure

a. The observations will not be conducted when school counselors are engaged in counseling activities with students that require confidentiality.
b. In informal observation (walkthrough) is a formative assessment process that focuses on one (1) or two (2) of the components included in the State-adopted standards. These components shall be collaboratively determined by the counselor and the evaluator.
c. An informal observation (walkthrough) should be of sufficient duration to allow the evaluator to assess the focus of the observation and walkthroughs shall be at least five (5) consecutive minutes but not more than fifteen (15) consecutive minutes in duration.
d. An evaluator may perform no more than two (2) walkthroughs per semester unless requested by the counselor.

Data gathered from the observation must be placed on the appropriate designated form. Written feedback from observations shall be provided after the observation. The school counselor and/or evaluator may request a face-to-face meeting to discuss observations relative to the identified focus of the informal observation/walkthrough.

a. Informal observations shall not unreasonably disrupt and/or interrupt the work day.
b. A final debriefing and completed form must be shared with the employee within three (3) days.

8. Assessment of Student Metrics

The counselor and the evaluator will collaborate on the student metrics that will be utilized for school counselor evaluations in the areas of academics, career, and social emotional development. Any modifications to the metrics that will be used in school counselor evaluations will be adopted before the start of the school year. Preliminary metrics must be submitted to the evaluator with the Professional Growth Plan.

Data from these approved measures of student growth will be scored on four (4) levels, with a score of "1" being the lowest and "4" being the highest.

9. Final Evaluation Procedures

Each school counselor's performance rating for each of the six (6) standards will be combined with the assessment of student metrics to produce the final summative rating. The evaluator should consider no one area in isolation but should analyze each in relation to all other areas of performance.

Final metrics data must be submitted to the evaluator by the 3rd Friday in April.

The evaluator shall enter and submit the final summative data for individual school counselors in the reporting system prescribed by the Ohio Department of Education and Workforce (eTPES) on or more May 10.

Before the evaluation cycle is final, and no later than May 10, a copy of the formal written evaluation report shall be given to the counselor and a conference shall be held between the counselor and the evaluator. The completed evaluation report shall be signed by the evaluator. The evaluation report will be presented to the counselor for signing. The counselor's signature cannot be construed as evidence that the counselor agrees with the contents of the evaluation report. The signed evaluation will then be submitted to the Superintendent. If the counselor refused to sign the evaluation, a third party may sign the evaluation to signify that the counselor has seen the evaluation. The counselor shall be given the opportunity to write a rebuttal to the evaluator's conclusions, which shall be attached to the evaluation.

The District will report the aggregated final, summative counselor evaluation ratings as stipulated by the Ohio Department of Education and Workforce. For OhioES reporting process, Option 3 shall be utilized by the Board.

10. Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual counselor evaluation, in accordance with this system, each school counselor must develop a Professional Growth Plan with two (2) goals or be placed on a Professional Improvement Plan as follows:

a. A counselor whose holistic rating is "Accomplished" on his/her recent evaluation will develop a Professional Growth Plan and choose his/her credentialed evaluator from the Board approved list for the next evaluation cycle.
b. A counselor whose final holistic rating is "Skilled" will develop a Professional Growth Plan based upon the most recent evaluation, collaboratively with his/her credentialed evaluator from the Board approved list for the next evaluation cycle.
c. A counselor whose final holistic rating is "Developing" will develop a Professional Growth Plan guided by his/her assigned credentialed evaluator based upon the most recent evaluation.
d. A counselor whose final holistic rating is "Ineffective" will be placed on a professional improvement plan developed by their assigned evaluator based upon the most recent evaluation.

Improvement plans will provide written direction and assistance toward correction of areas identified for improvement and allow a reasonable time for improvement in any area(s) identified.

Professional Growth Plans for a school year shall be developed not later than the third (3rd) Friday of September of that school year. Preliminary metrics must be submitted to the evaluator with the Professional Growth Plan. The Professional Growth Plan shall include the components set forth in th agreed-upon form.

A counselor may use their Professional Growth Plan to develop his/her IPDP for the LPDC in order to meet renewal requirements for their certificate/licensure.

11. Board Professional Development Plan

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

    In addition, updates to written instructions and evaluation procedures on the purpose, mechanics and dimensions of the evaluation procedure shall be presented to the counselors prior to implementation of any substantive changes. In the case of a counselor hired after training on any such updates, they will receive training within thirty (30) days of employment with the District.

12. Retention and Promotion Decisions/Removal of Poorly Performing School Counselors

    The evaluations produced will serve to inform the Board on employment decisions (i.e., retention, promotion, of school counselors, renewal of employment contracts, and the removal/nonrenewal of poorly performing school counselors).

    Removal of poorly performing school counselors will be in accordance with the nonrenewal and termination statues of the Ohio Revised Code and/or the relevant provisions of the collective bargaining agreement in effect between the Board and the TACLS.

    Nothing in this agreement will prevent the Board from exercising its rights to nonrenew, terminate, or suspend a school counselor contract as provided by law and the terms of this collective bargaining agreement in effect between it and the Teachers' Association of Central Local Schools.

    Seniority shall not be the basis for a decision to retain a counselor, except when making a decision between counselors who have comparable evaluations as defined in Article V.

    The Board reserves the right to non renew a school counselor evaluated under this system in accordance with O.R.C. 3319.11.

ARTICLE VIII

NON-RENEWAL OF LIMITED CONTRACTS

Non-renewals shall be governed by O.R.C. 3319.11 and O.R.C. 3319.111. In accordance with O.R.C. 3319.11, teachers affected by non-renewal will be informed before June 1.

ARTICLE IX

PROGRESSIVE DISCIPLINE

No bargaining unit member shall be disciplined without just cause. Disciplinary action will follow the principles of progressive discipline; however, it is within the discretion of the Superintendent that any of the levels in this process may be waived. The Superintendent has the right to accelerate the disciplinary process and proceed to either suspension and/or termination. The levels of discipline are as follows:

Level 1: Verbal warning (follow up email only – not maintained in personnel file)

Level 2: Written warning/reprimand.

Level 3: Suspension with or without pay.

Level 4: Termination of bargaining unit member.

Prior to the imposition of any level discipline above Level 1 set forth herein, there shall be a conference scheduled between the bargaining unit member and the Administration to discuss the charges. The professional employee shall have the right to Association representation at this meeting.

The employee shall be given the opportunity to initial these disciplinary documents prior to placement in the employee's personnel file. If the employee refuses to initial the document, it may be placed in the file with the notation that the employee refused to initial same. Initialing the document does not constitute agreement with the contents of the document, only that the employee is aware the document is being placed.

Documents placed in the personnel file in regard to the offenses will be removed from the bargaining unit member's personnel file after a period of three (3) years, upon written request of the employee and verification by the administration that no further incidents of the same of substantially similar nature have occurred in the intervening time period.

Teacher termination will be in accordance with Ohio Revised Code Section 3319.16.

ARTICLE X

SCHOOL CALENDAR

A. The Board shall adopt a school calendar which follows all state requirements. TACLS may submit items to the Board for consideration when the school calendar is being structured. The work year shall be one hundred and eighty-three (183) days in length.

B. Delay Days

1. The calendar adopted may consist of two-hour delay days for the purpose of in-service, department meetings and/or curriculum mapping.

2. The use of two-hour delays may be used for calamity purposes up to and including 53 hours (see Paragraph C, below). After 53 hours, delays will not be counted for the purpose of make up for teachers unless the hours fall below the 1001 hours statutory requirement.

C. Calamity Days

One instructional day = 6.5 hours. 53 hours missed will trigger a Remote Learning day. Remote Learning days will be implemented every 6.5 hours of instructional time missed. (59.5 hours will be the next remote learning day.) Professional development delay days will not be included in the accumulated missed hours.

D. Remote Learning Days

1. Remote Learning Days will be considered instructional days as entered in EMIS.

2. Administration will keep TACLS informed in the event that a possibility of a remote learning day is approaching.

3. Teachers may use building approved curriculum websites to provide lessons to students. Grades will be assigned at the discretion of the teacher.

ARTICLE XI

GRIEVANCE PROCEDURE

A. Introduction and Purpose

This grievance procedure is intended to establish an orderly process of resolving differences which may occur between the Board of Education or the administration and the professional staff.

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

B. Definition

A grievance is defined as a claim by a teacher or group of teachers, or TACLS (hereinafter called the grievant) that there has been a violation, misinterpretation or misapplication of any provision of this negotiation agreement or written Board policy.

C. Informal Procedure

All bargaining unit members are encouraged to consult with the Association prior to discussing potential grievances with the Administration. In the event that the grievant believes there is a basis for a grievance, he/she may first discuss, when possible, the alleged grievance with his/her principal or superintendent if the alleged violation obviously cannot be resolved by the principal. Said discussions may be held confidentially and personally by the grievant. During the course of this discussion or subsequent discussions, the grievant must indicate that he/she is indeed filing a grievance at the informal level. An informal discussion may be accomplished before procedures in the formal procedures can be instituted.

D. Formal Procedures

1. The grievant shall file a written grievance on the grievance report form no later than twenty (20) work days after the occurrence of the event giving rise to the alleged violation. The grievance shall be filed with the administrator who allegedly violated the contract. Within ten (10) work days of receipt of the written grievance form, the administrator shall meet with the grievant in an effort to resolve the grievance. The administrator shall indicate in writing his/her disposition of the grievance to the grievant within ten (10) work days after such meeting. The grievant may be represented or accompanied by counsel of choice. (If any other action is taken in regard to an alleged grievance, the formal grievance procedure is closed to that grievance.)

2. If the grievant is not satisfied with the disposition at step one, he/she shall within ten (10) work days file a written appeal of the grievance and submit same to the Superintendent. Within ten (10) work days the Superintendent and/or his designated representative shall meet with the grievant. Within ten (10) work days of the meeting, the Superintendent shall indicate in writing his disposition and forward a copy thereof to the grievant and administrator(s) involved. The grievant may be represented or accompanied by counsel of choice.

3. After the receipt of the step two decision, the grievant, if not satisfied, may request the Association to determine whether to proceed to the arbitration step of the procedure.

4. Within fifteen (15) work days after the receipt of the step two decision, the President of the Association or designee may request in writing to the Superintendent to have a hearing before an impa arbitrator.

Selection of the impartial arbitrator shall be by utilizing the services of the American Arbitration Association who shall provide a list of seven (7) arbitrators. Either side may reject any list in its entirety. Selection of the arbitrator shall be pursuant to the rules of the American Arbitration Association.

The hearing shall be scheduled to take place at the earliest possible date. The cost of the advisory impartial arbitrator shall be equally shared by the Board and the Association. Each party shall pay the filing fee for a grievance.

The arbitrator shall expressly confine himself/herself 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 a determination.

The arbitrator's binding disposition of the grievance will be forwarded to the Association President or designee and the Superintendent.

Grievance Expenses. The costs of the arbitrator will be shared equally by the parties.

5. General Provisions

a. The time limits provided for in this article shall be strictly observed but may be extended by written agreement of the parties.

b. Nothing herein contained shall be construed to limit the right of an individual teacher to discuss a personal complaint with a supervisory person without recourse to grievance procedure.

c. Any grievance must be filed on the authorized grievance form agreed to between the parties. Such form must provide for naming of alleged violation and so state the contention of the employee and shall indicate the relief requested.

d. Any grievance not advanced to the next step within the time limit for that step shall be deemed resolved by the administration's last answer.

e. Any grievance not answered by the administration within the time limit for that step shall permit the grievant to proceed to the next step of the grievance procedure.

f. No reprisal of any kind shall be taken by or against any participants in the grievance procedures by reason of such participation.

g. All grievances, processed responses and dispositions under this grievance procedure provision shall utilize the prescribed grievance procedure forms contained in this negotiated agreement.

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

i. The Association shall receive copies of all communications provided the grievant in " processing of the grievance.

j. Grievances may not be filed more than twenty (20) calendar days after the last contracted work day relative to that current school year.

k. Contract language cannot be altered or changed in any grievance settlement without Association involvement.

6. Prescribed Grievance Procedure Forms

All grievances, responses and dispositions processed under the grievance procedure provision of this negotiated agreement shall utilize the prescribed grievance forms given as Exhibit A.

ARTICLE XII

COMPENSATION, FRINGE BENEFITS, AND REIMBURSEMENT

A. Salary Checks and Deductions

All faculty members shall be paid in twenty-six (26) installments. Paydays shall be on scheduled Fridays. All employees shall be required to utilize direct deposit. The employees may choose any bank for direct deposit.

1. Direct deposit notifications will be available on the scheduled Friday payday using secure electronic means.

2. Each teacher shall receive an itemization of the deductions with each check. Deductions will be as follows:

   a. Mandated State Teachers Retirement - this will be deducted

   b. Withholding tax from all checks.

   c. Tax sheltered annuity for those teachers who have contracted for it.

   d. Insurance premiums for those who have contracted for it.

   e. Professional dues for those who have contracted for it will be deducted under the continuous enrollment method.

   f. Insurance deductions for those who have contracted for it.

   g. United Way deductions for those who have given approval.

   h. Employees Own Credit Union.

3. Extra-curricular assignments will be paid upon completion of assignment and signed request for payment to treasurer.

B. Salary Notices

All members of the certified staff employed at the end of the school year shall receive an annual salary notice prior to the first day of July. Those new employees to the system hired after June 1 will receive a salary notice within 30 days. The salary notice shall give the following:

1. Base salary;

2. Itemized pay for extended time;

3. Total salary;

4. Percent of annual deductions for the State Teachers Retirement System;

5. Percent of contribution by the Central Local Board of Education to the State Teachers Retirement System;

6. Premiums paid by the Central Local Board of Education for all insurance benefits provided to employee;

7. Number of accumulated days of sick leave.

C. Regular Salary Schedule

The salary schedule attached hereto and designated Exhibit "B", shall be implemented by the Board with a base of $41,075 for the 2024-2025 school year, a base of $42,307 for the 2025-2026 school year, a base of $43,576 for the 2026-2027 school year.

Any teacher with a masters plus six (6) semester hours of graduate credit will receive an additional $275.00. Any teacher with a masters plus twelve (12) semester hours of graduate credit will receive $275.00 for each six (6) semester hours of credit above a masters plus (12) semester hours of graduate credit. The hours beyond the masters for which there is compensation must be attained after the issuance date of the masters degree.

D. Supplemental Contracts

1. The Board shall implement the supplemental salary schedule attached hereto and designated Exhibit "C".

2. In the event that there is a scheduling conflict between regular duties and the supplemental duties:

   a. Coaches and/or Leaders will report for their supplemental contract.
   b. Staff members who are obligated to work a school event will report for this duty if the teacher so chooses.
   c. All coaches and staff members that are required to coach or obligated to work at said school event will be handled in the same manner consistent with past practice of Professional Development days and make up time will not be required.

E. Travel Allowance

When the teaching position requires the staff members make home visits, the Board of Education will provide reimbursement. Travel allowance shall be the mileage rate established by the Internal Revenue Service in effect at the time of the travel. The payment of the mileage will be contingent upon the employee submitting an itemized statement to the Superintendent once each month. The mileage statements shall give the destination of each trip, purpose of the trip and the number of miles.

F. Tutoring/Home Instruction/Internal Substitution/Professional Development Pay

1. If a teacher volunteers to tutor individual students or to give home instruction, the rate of pay shall be $40.00 per hour. All tutoring or home instruction must be approved in advance by the superintendent and Board of Education. Payment will be made monthly by the Board of Education upon the presentation of an itemized statement by the teacher rendering the service.

2. Certified staff who are substituting for other certified staff members will be paid at a rate of $40 per class period. No certified staff will be responsible for more than one (1) class of students at a time

unless the staff member volunteers to do so. Substituting for another certified staff member is optional and cannot be mandated by the administration. Payment applies to any certified s member who volunteers to double up on classroom supervision. Certified staff members will turn ... the Hourly Rate form as documentation.

3. Professional Development days that are recommended by administration, and are scheduled outside of the regular contracted days are voluntary. No teacher will be harmed for not attending. The rate of pay shall be $40 per hour.

4. State Mandated Professional Development: The District assumes all costs for training and stipends for current and future employees. The requirement to complete the professional development should be limited to those teacher positions enumerated in the law. The teacher shall have the sole discretion to choose any professional development provider that meets the requirements of the law. The District agrees to pay teacher stipends at the rates made available by state law. Upon completion of required training and written notification to the immediate supervisor, stipend payment shall be dispersed within two (2) payrolls.

G. Summer School, Evening School, Saturday School, After School Intervention, and After School Detention

1. Any teacher employed to teach classes in the evening, summer, Saturday, or after school intervention shall be paid at the rate of $40.00 per hour. After school detention shall be paid at a rate of $30.00 per hour.

H. Severance Pay

1. Severance pay shall be paid upon retirement, death or disability in the amount of one-third (1/3) of accumulated sick leave, with the maximum number of days paid for severance pay being seventy (... days for those who accumulate 220 days or less. Teachers who accumulate between 221-230 days will be paid seventy-five (75) days, and teachers who accumulate 231-240 days will be paid eighty (80) days. This shall be based upon the daily salary at the time of retirement, death or disability. Retirement and disability are defined as being that point at which the teacher begins receiving benefits from the State Teachers Retirement System. In the case of death, the beneficiary shall be the same as the beneficiary for the State Teachers Retirement System. The severance pay will be paid to an IRS Section 403(b) plan. Retirees under the age of 55 may only be paid in cash per IRS regulations.

2. Service Retirement Recognition Stipend: Bargaining unit members who first become eligible to retire from the Central Local School District with unreduced retirement benefits, who have at least fifteen (15) years of service in the district, and who receive service retirement benefits from STRS will be eligible for a service retirement recognition stipend (the stipend). The stipend will be a one-time cash payment of $10,000.00. In order to qualify for the stipend, the member must give notice of intent to retire to the Superintendent or designee not later than March 1 of the year in which he/she is eligible to retire as stated above, and retire at the end of the that school year. The stipend will be paid to 403(b) account. Such payment shall be made no later than the last day of the month following the month in which the retiring employee submits evidence of the employee having received his/her first retirement check from the retirement system. Retirees under the age of 55 may only be paid in cash per IRS regulations.

Supplemental contract salaries are not included in the calculation for this provision. In addition, employees applying for and/or receiving disability retirement are not eligible to participate in this plan.

3. Any retiring teacher, whether service or disability retirement or beneficiary in case of death, shall receive his/her severance pay in a lump sum at the time of retirement, death, or disability or after January 1 of the year following if so requested. The payment will be made as early as possible without requiring the district to borrow funds to meet this financial obligation.

I. College Credit Tuition

The Board of Education will pay a maximum collective total of $20,000.00 per school year for the entire bargaining unit. The Board will pay $95.00 per quarter hour or $175.00 per semester hour for credit for teachers who take additional training. Professional leave cannot be used to collect for college credit. These hours are subject to prior approval by the superintendent. The maximum amount that will be paid to each teacher is $1,050.00 for courses completed during the year (August 1 through July 31). All required documentation must be submitted by August 15 in order to be reimbursed by August 31 if still employed by the Central Local School District for the upcoming school year. In the event the number of teachers seeking tuition reimbursement and the amount to be reimbursed exceeds $20,000, the amount given to each teacher shall be prorated. (Divide the total hours to be reimbursed into $20,000 to get the rate of reimbursement for each hour taken.)

J. Salary Change

Salary can be changed at semester upon the completion of additional hours or degree. The teacher must notify the superintendent and treasurer in writing prior to December 1 of an anticipated change in the payroll and must provide an official transcript showing the additional hours of training at either the end of the quarter or as soon as possible after the close of the first semester.

Hospitalization Insurance

The Board shall provide Traditional PPO (Access +; T-PPO) health insurance coverage or High Deductible Health Plan (HDHP) coverage at the discretion of the employee. The employee will pay a portion of the premium each year. The premium portion paid by the employee will be a pre-tax contribution. The Board will pay an amount not greater than the "applicable percentage" of the cost of T-PPO and the employee shall pay the balance. The "applicable percentage" shall be 88%.

In the event the employee elects HDHP and the premium is less than the "applicable percentage" of the cost of T-PPO and the employee elects to make contributions to a Health Savings Account (HSA), the Board will match such HSA contribution in an amount not greater than 50% of the difference between the "applicable percentage" of the cost of T-PPO and 100% of the cost of HDHP.

In the event that a husband and wife are both employed by the Board, the Board shall provide either one single plan for each employee or one family plan for the two of them. The employees shall decide which option they wish the Board to provide. A description of benefits is attached as Exhibit "D."

1. All members of the bargaining unit who are employed more than 50% will receive full benefits with the following exception: all members of the bargaining unit newly hired after July 1, 1994 and working less than full-time shall receive a Board contribution toward hospitalization insurance pro-rated to the length of day worked by the employee. (Example: If an employee is working 75% of the day, the Board shall contribute an amount toward the premium for hospitalization insurance equal to 75% of the amount it pays for the premium for a full-time employee.)

2. All members of the bargaining unit employed less than 50% will receive full benefits except for hospitalization and dental insurance. If they were hired before July 1, 1994, they will receive the

equivalent of the single coverage only for hospitalization insurance. If they are newly hired after July 1, 1994, they will receive a Board contribution toward hospitalization insurance pro-rated to the ler of day worked by the employee. (Example: If an employee is working 25% of the day, the Board shall contribute an amount toward the premium for hospitalization insurance equal to 25% of the amount it pays for the premium for a full-time employee.) For dental and optical insurance, they will receive the equivalent of the single coverage only.

L. Life Insurance

The Board will pay 100% of the premium for term life insurance up to $50,000.00 providing the insurance carrier will cover an individual up to $50,000.00.

M. Cash Bonus in Lieu of Insurance

1. A cash bonus will be paid as follows to employees who do not take health insurance for an entire plan year which shall be defined to be September 1 through August 31 each year of this contract.

   a. A single person or a person who is only eligible for a single plan under this contract shall receive $500.00 each year he/she does not take health insurance from the board.

   b. If a married couple are employed by the Board and neither one takes health insurance from the Board, a $1,250.00 bonus shall be paid to them jointly for their family unit each year.

   c. An employee with a family who does not take health insurance from the Board shall receive a $1,250.00 bonus each year.

   d. In those cases where a married couple is employed by the Board and one employee takes a family or single plan, the employee's spouse shall receive $500.00 each year he/she is covered under the Board's health insurance plan.

   Payment of the above bonus (a-c) does not apply to members employed for less than 50% of a full-time position. Payment of the above bonus (a-c) will be made the first pay day in September for the previous school year.

N. Dental Insurance

The Board shall continue to provide the current dental plan or its equivalent and pay 100% of the premium. However, if a husband and wife are both employed by the Board, the Board shall provide one dental plan for the family and not two separate plans. Specifications and co-insurance amounts are attached as Exhibit "E".

1. The Board shall provide a $100.00 cash bonus each year in lieu of insurance to a couple when both husband and wife are employed by the Board and only one of them is taking the dental plan.

O. Optical Insurance

The Board shall purchase vision insurance protection for each member of the bargaining unit and his/her family. The Board shall pay 100% of the cost of the following program. A description of the plan is attached as Exhibit F.

P. STRS - "Pick Up"

The Board agrees to designate mandatory contributions to State Teachers Retirement System as "picked up" by the Board on behalf of the employees in the bargaining unit although they shall continue to be designated as employee contributions on the following terms and conditions:

1. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer "pick up."

2. The amount of the employee's income reported by the Board as subject to federal and state income tax shall be the employee's total gross income reduced by the mandated STRS which has been designated as "picked up" by the Board.

3. The amount designated as "picked up" by the Board shall be included in computing all compensation; example, sick leave, supplemental salaries, extended time, final average salary, etc., provided that no employees' total salary is increased by such "pick up" nor is the Board's total contribution to STRS increased thereby.

Q. Hiring Retired Teachers

Terms and salary for hiring retired teachers to certified positions shall be as follows:

1. Teachers who have retired and who are or will be receiving benefits through STRS may be employed by the Central Local School District Board of Education. There shall be no expectation that any such teacher, whether formerly an employee of the Central Local Board of Education or not, will be offered employment. The District reserves the right to offer or not to offer such employment selectively, based on the needs of the District, and no reason will be given for declining to offer such employment to anyone pursuant to this provision.

2. The salary to be paid to the retired teacher shall be based on the appropriate placement on the existing teacher salary schedule training column with years of experience being granted to a teacher hired pursuant to this provision to be determined by the Board, but no fewer than five years or more than ten. Once placed, the teacher will advance on the salary schedule but will not exceed ten at any time. To the extent this provision shall be in conflict with §3317 of the Ohio Revised Code or any other section of the Ohio Revised Code, this subparagraph shall supersede and replace those sections of law with which it is in conflict.

3. Returning retirees are not entitled to any severance benefits or retirement incentive benefits.

4. Retired teachers shall be eligible for Board-provided health insurance in accordance with the provisions of this Agreement.

5. Teachers employed pursuant to this provision, upon initial employment, shall start with a zero sick leave accumulation balance but shall earn sick leave at the same rate as other members of the bargaining unit.

6. Teachers employed pursuant to this provision shall receive one (1) year limited contracts and shall not be eligible for continuing contracts, regardless of their years of service or license held.

7. Each one-year contract shall automatically expire upon the completion of the year. If the Board gives the teacher notice by April 30, he/she will not be offered a contract the next year. It shall be necessary for the District to take formal action to not re-employ the employee pursuant to §3319.11 of the Ohio Revised Code, in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract.

8. In the event of a reduction in force, a teacher employed pursuant to this provision will not be considered to have any seniority over any other teacher although a teacher employed pursuant to this provision will be a member of the bargaining unit in accordance with the negotiated agreement.

ARTICLE XIII

PROFESSIONAL MEETING

Teachers desiring to attend professional meetings shall submit their request to the building principal or the Superintendent at least ten (10) working days prior to the meeting, exceptions may be granted. Final approval or rejection of the request shall rest with the Superintendent.

The Board of Education will help to defray the expenses for attending professional meetings related to the curricular program of the school as follows:

A. Maximum of $40.00 per day for meals.

B. Travel to and from the meeting will be as stated in the negotiated agreement.

C. For one-day meetings, overnight hotel bills to a maximum of $125.00 per person in double occupancy or $150.00 per person in single occupancy may be approved for distances of more than one hundred (100) miles from Sherwood. For meetings of two (2) or more days, overnight hotel bills to a maximum of $125.00 per person per night in double occupancy or $150.00 per person per night in single occupancy may be approved for distances of more than fifty (50) miles from Sherwood.

D. All registration fees.

If another organization or agency is also paying expenses to some degree, this amount will be deducted from the approved rate.

In addition to the daily allowance, the Board of Education will also pay the salary for a substitute teacher for the approved number of days. Days used beyond those granted will cause deductions from the teacher's salary.

ARTICLE XIV

MEMERSHIP DUES

The Central Local Board of Education agrees to automatic payroll deduction for bargaining unit members who are, or elect to become members of the United Teaching Profession, (NEA, OEA, NWOEA, TACLS).

Termination of membership during the membership year must comply with all OEA and NEA policies and guidelines. Association membership is on an annual basis with the membership year being September 1 through August 31. Once a member enrolls, such membership shall be continuous thereafter for each subsequent membership year unless the individual cancels their membership.

Any individual who wishes to cancel their membership must notify the Association Treasurer in writing between August 1 and August 31. A member may cancel their membership outside of this cancellation period; however, such member shall be responsible for all remaining dues and assessments of the current membership year and by such cancellation acknowledges that he/she is forgoing any rights specifically reserved to members of the Association.

In the event an employee severs employment or cancels their membership outside of the cancellation period defined above, the District Treasurer shall deduct all owed and remaining dues from the employee's next check immediately following such notification.

Dues rates shall be transmitted by the Association to the Treasurer of the Board for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

The Board further agrees to accompany each such transmittal with a list of the names of bargaining unit members for whom all such deductions were made, the period covered, and the amounts deducted for each.

The above membership provision shall be an exclusive right of the Association not granted to any other employee organization seeking to represent employees in the bargaining unit represented by the Association.

ARTICLE XV

PERSONNEL FILES

The official personnel file of each member of the bargaining unit shall be maintained at the Superintendent's office. This file shall be kept confidential to the extent permitted by law except that the file may be reviewed by Board members, Superintendent, administrators, Treasurer, central office secretaries, and those persons authorized to do so in writing by the individual.

All reprimands, evaluations and any derogatory information shall be shown to the employee prior to placement in his/her file and a copy shall be provided to the employee. The employee shall be given the opportunity to initial these documents prior to placement in his/her file. If the employee refuses to initial the document, it may be placed in the file with the notation that the employee refused to initial same. Initialing the document does not constitute agreement with the contents of the document, only that the employee is aware the document is being placed in the file.

In the event an employee wishes to place written rebuttal in his/her file with regard to any material contained in it, he/she shall have the right to do so.

The individual employee shall have the right to review or copy his/her file in the presence of the Superintendent or designee during the regular business hours of the superintendent's office. In addition, the employee may review or copy the file in the presence of his/her representative and authorize the review of or copy of his/her file by a representative or other person provided that authorization is given in writing. An employee has the right to one (1) copy of his/her file upon request, not to exceed 24 hours, unless otherwise waived.

ARTICLE XVI

MISCELLANEOUS

A. Local Professional Development Committee(s) (LPDC)

The Board will follow state mandated guidelines concerning the Local Professional Development Committee. Teachers on the committee shall be chosen by TACLS. Teachers serving on this committee will not have professional days charged against them. Reimbursement will be the same as in the current Professional Leave language. Teachers serving on the committee will be paid a minimum of $40.00 per hour. The majority on this committee shall be comprised of teachers if that is permitted by the state mandate.

B. Resident Educator Program

1. RESIDENT EDUCATOR

Resident Educators are an entry level teacher in their first or second year of teaching who holds a Resident Educator license. The Resident Educators shall be included in the OTES process for each Resident Educator and all Evaluations will be conducted according to the Negotiated Agreement. Exception: The Board may elect not to conduct an evaluation of a teacher who is participating in the teacher residency program established under section 3319.223 of the Revised Code for the year during which that teacher takes, for the first time, at least half of the performance-based assessment prescribed by the state board of education for resident educators. Resident Educators own all tools, evidence, and artifacts completed while participating in the Resident Educator Program. Resident Educator Program documents shall not collected for use by the employer. All Mentors and Resident Educators shall cooperate, report a... collaborate with the Program Coordinator to complete the Resident Educator Program. If a conflict arises between a Mentor and their Resident Educator and cannot be resolved between said parties, then either party may make a one-time annual request to the Program Coordinator for reassignment. The request of change does not require reasons. The Program Coordinator and the Building Principal shall work cooperatively to make another appropriate assignment.

If a Resident Educator and mentor are reassigned, both parties must continue to abide by the confidentiality rules outlined in this agreement.

The Resident Educator Program and all participants shall follow all required DEW guidelines.

2. PROTECTIONS

The Resident Educator shall be held harmless in the event that the employer fails or refuses to certify the completion of the program. A Resident Educator Mentor shall be held harmless in the event that a Resident Educator fails or does not complete the program. A Resident Educator Mentor shall be held harmless in the event the Board non-renews the Resident Educator. If the District does not comply with the Resident Educator program as required by law, the District has the burden of rectifying the situation with DEW for the Resident Educator.

Mentors shall not participate in the evaluation of their assigned Resident Educator. Mentors shall not be requested or directed to make any recommendation regarding the continued employment of the Resident Educator. No Mentor shall be requested or directed to divulge information from the written documentat or confidential Mentor/Resident Educator discussions. All interactions, written or oral, between the Me

and the Resident Educator shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of the tenet by the Mentor shall constitute ground for immediate removal from his/her role as Mentor. Mentors shall communicate directly with the Resident Educators and shall not discuss/report the performance and progress of the Resident Educator with any administrator, assessor, or other teacher.

C. Maintenance of Standards

All conditions of employment shall be maintained at not less than the highest minimum standards in effect at the time this contract is signed, provided that such conditions shall be improved for the benefit of the employees as required by the express provision of this contract. This contract shall not be interpreted or applied to deprive employees of advantages heretofore enjoyed unless otherwise expressly stated herein.

D. Labor Management Committee

1. A committee shall be established that will consist of the Superintendent or his/her designee and three (3) members chosen by the Superintendent or Board, the President of the Association or designee and one (1) representative from each building level appointed by TACLS.

2. The school calendar, school programs, in-service, education problems, and building needs will be legitimate items for discussion. Grievances and contractual changes are not appropriate subjects for the LMC. This committee shall not be formed in place of continuing conversation at the building level.

3. Concerns presented at LMC shall be tracked, followed-up on and evaluated by the members of the LMC.

4. Meetings shall be held once a month unless otherwise mutually agreed upon. An agenda shall be submitted to both parties at least 48 hours prior to the meeting. Any member of the committee may submit an item for inclusion on the agenda prior to its distribution. The intent is for each side to come to the meeting as well prepared as possible.

5. Unless the parties mutually agree otherwise, the Association and the Administration will alternate as secretary and will prepare minutes of the meeting. Before distribution, both parties shall review the minutes. Copies will be provided to all administrators, Board members, and Association Representatives and members.

6. The committee is in no way to be confused with faculty meetings, departmental or grade level meetings.

7. Each member on the LMC will be properly trained by FMCS on Labor Management Committee process. Following the training, the committee will develop guidelines to follow.

ARTICLE XVII

DURATION

This contract shall be effective August 1, 2024, and shall remain in full force and effect through July 31, 2027, at which time it shall expire.

This contract is duly executed by the authorized representatives of the Central Local Board of Education and TACLS on the dates set forth opposite their name.

CENTRAL LOCAL BOARD OF EDUCATION

Dated: 6/10/24 By: _____
President

Dated: 6/10/24 By: _____
Treasurer

TEACHERS ASSOCIATION OF CENTRAL LOCAL SCHOOLS (TACLS)

Dated: _____ By: _____
President

Dated: _____ By: _____
President

Dated: 6-10-24 By: _____
Bargaining Chairperson
← President

EXHIBIT A

Grievance No. _____

Name of Grievant _____ Assignment _____

Date _____ Building _____

AAAAAAAAAA

Step One

GRIEVANCE REPORT FORM

(TO BE FILED WITH THE PRINCIPAL)

A. Date of Grievance _____

B. (1) Statement of Grievance _____

_____

_____

(2) Relief Sought _____

_____

_____

_____ _____

Grievant Date

AAAAAAAAAA

C. Disposition by Administrator _____

_____

_____ _____

Signature Date

One copy to each of the following: Grievant, Association Representative and Superintendent

EXHIBIT A (continued)

Grievance No. _____

Name of Grievant _____ Assignment _____

Date _____ Building _____

AAAAAAAAAA

Step Two

GRIEVANCE REPORT FORM

(TO BE FILED WITH THE SUPERINTENDENT)

A. Position of Grievance _____

_____

_____

_____ _____
Signature Date

AAAAAAAAAA

B. Disposition by Superintendent _____

_____

_____

_____ _____
Signature Date

One copy to each of the following:

Principal, Grievant and Association Representative

EXHIBIT B

Salary Schedule

YEARS OF SERVICE	BACHELOR'S DEGREE	BACHELOR WITH 150 HOURS	BACHELOR WITH 180 HOURS OR MASTERS	MASTER'S DEGREE +12 HOURS
	index	index	index	index
0	1.00	1.040	1.09	1.1500
1	1.04	1.090	1.15	1.2150
2	1.08	1.140	1.21	1.2800
3	1.12	1.190	1.27	1.3450
4	1.16	1.240	1.33	1.4100
5	1.20	1.290	1.39	1.4750
6	1.24	1.340	1.45	1.5400
7	1.28	1.390	1.51	1.6050
8	1.32	1.440	1.57	1.6700
9	1.36	1.490	1.63	1.7350
10	1.40	1.540	1.70	1.8100
11	1.44	1.590	1.76	1.8750
15	1.49	1.635	1.790	1.9075
19	1.52	1.660	1.820	1.9500
23	1.55	1.685	1.860	1.9925
25	1.58	1.715	1.890	2.030

EXHIBIT B (1)

CENTRAL LOCAL SCHOOL DISTRICT

SALARY SCHEDULE

EFFECTIVE AUGUST 1, 2024

BASE

$41,075

YEARS OF SERVICE	BACHELOR'S DEGREE		BACHELOR WITH 150 HOURS		BACHELOR WITH 180 HOURS OR MASTERS		MASTER'S DEGREE +12 HOURS	
	Salary	Index	Salary	Index	Salary	Index	Salary	Index
0	$41,075	1.0000	$42,718	1.0400	$44,772	1.0900	$47,237	1.1500
1	$42,718	1.0400	$44,772	1.0900	$47,237	1.1500	$49,907	1.2150
2	$44,361	1.0800	$46,826	1.1400	$49,701	1.2100	$52,576	1.2800
3	$46,004	1.1200	$48,880	1.1900	$52,166	1.2700	$55,246	1.3450
4	$47,647	1.1600	$50,933	1.2400	$54,630	1.3300	$57,916	1.4100
5	$49,290	1.2000	$52,987	1.2900	$57,095	1.3900	$60,586	1.4750
6	$50,933	1.2400	$55,041	1.3400	$59,559	1.4500	$63,256	1.5400
7	$52,576	1.2800	$57,095	1.3900	$62,024	1.5100	$65,926	1.6050
8	$54,219	1.3200	$59,149	1.4400	$64,488	1.5700	$68,596	1.6700
9	$55,863	1.3600	$61,202	1.4900	$66,953	1.6300	$71,266	1.7350
10	$57,506	1.4000	$63,256	1.5400	$69,828	1.7000	$74,346	1.8100
11	$59,149	1.4400	$65,310	1.5900	$72,293	1.7600	$77,016	1.8750
15	$61,202	1.4900	$67,158	1.6350	$73,525	1.7900	$78,351	1.9075
19	$62,435	1.5200	$68,185	1.6600	$74,757	1.8200	$80,097	1.9500
23	$63,667	1.5500	$69,212	1.6850	$76,400	1.8600	$81,843	1.9925
25	$64,899	1.5800	$70,444	1.7150	$77,632	1.8900	$83,383	2.0300

EXHIBIT B (2)

CENTRAL LOCAL SCHOOL DISTRICT

SALARY SCHEDULE

EFFECTIVE AUGUST 1, 2025

BASE

$42,307

YEARS OF SERVICE	BACHELOR'S DEGREE		BACHELOR WITH 150 HOURS		BACHELOR WITH 180 HOURS OR MASTERS		MASTER'S DEGREE +12 HOURS	
	Salary	Index	Salary	Index	Salary	Index	Salary	Index
0	$42,307	1.0000	$44,000	1.0400	$46,115	1.0900	$48,653	1.1500
1	$44,000	1.0400	$46,115	1.0900	$48,653	1.1500	$51,403	1.2150
2	$45,692	1.0800	$48,230	1.1400	$51,192	1.2100	$54,153	1.2800
3	$47,384	1.1200	$50,346	1.1900	$53,730	1.2700	$56,903	1.3450
4	$49,076	1.1600	$52,461	1.2400	$56,269	1.3300	$59,653	1.4100
5	$50,769	1.2000	$54,576	1.2900	$58,807	1.3900	$62,403	1.4750
6	$52,461	1.2400	$56,692	1.3400	$61,346	1.4500	$65,153	1.5400
7	$54,153	1.2800	$58,807	1.3900	$63,884	1.5100	$67,903	1.6050
8	$55,846	1.3200	$60,922	1.4400	$66,422	1.5700	$70,653	1.6700
9	$57,538	1.3600	$63,038	1.4900	$68,961	1.6300	$73,403	1.7350
10	$59,230	1.4000	$65,153	1.5400	$71,922	1.7000	$76,576	1.8100
11	$60,922	1.4400	$67,269	1.5900	$74,461	1.7600	$79,326	1.8750
15	$63,038	1.4900	$69,172	1.6350	$75,730	1.7900	$80,701	1.9075
19	$64,307	1.5200	$70,230	1.6600	$76,999	1.8200	$82,499	1.9500
23	$65,576	1.5500	$71,288	1.6850	$78,691	1.8600	$84,297	1.9925
25	$66,845	1.5800	$72,557	1.7150	$79,961	1.8900	$85,884	2.0300

EXHIBIT B (3)

CENTRAL LOCAL SCHOOL DISTRICT

SALARY SCHEDULE

EFFECTIVE AUGUST 1, 2026

BASE

$43,576

YEARS OF SERVICE	BACHELOR'S DEGREE		BACHELOR WITH 150 HOURS		BACHELOR WITH 180 HOURS OR MASTERS		MASTER'S DEGREE +12 HOURS	
	Salary	Index	Salary	Index	Salary	Index	Salary	Index
0	$43,576	1.0000	$45,319	1.0400	$47,498	1.0900	$50,113	1.1500
1	$45,319	1.0400	$47,498	1.0900	$50,113	1.1500	$52,945	1.2150
2	$47,062	1.0800	$49,677	1.1400	$52,727	1.2100	$55,778	1.2800
3	$48,805	1.1200	$51,856	1.1900	$55,342	1.2700	$58,610	1.3450
4	$50,548	1.1600	$54,035	1.2400	$57,956	1.3300	$61,442	1.4100
5	$52,291	1.2000	$56,213	1.2900	$60,571	1.3900	$64,275	1.4750
6	$54,035	1.2400	$58,392	1.3400	$63,186	1.4500	$67,107	1.5400
7	$55,778	1.2800	$60,571	1.3900	$65,800	1.5100	$69,940	1.6050
8	$57,521	1.3200	$62,750	1.4400	$68,415	1.5700	$72,772	1.6700
9	$59,264	1.3600	$64,929	1.4900	$71,029	1.6300	$75,605	1.7350
10	$61,007	1.4000	$67,107	1.5400	$74,080	1.7000	$78,873	1.8100
11	$62,750	1.4400	$69,286	1.5900	$76,694	1.7600	$81,705	1.8750
15	$64,929	1.4900	$71,247	1.6350	$78,001	1.7900	$83,122	1.9075
19	$66,236	1.5200	$72,337	1.6600	$79,309	1.8200	$84,974	1.9500
23	$67,543	1.5500	$73,426	1.6850	$81,052	1.8600	$86,826	1.9925
25	$68,850	1.5800	$74,733	1.7150	$82,359	1.8900	$88,460	2.0300

EXHIBIT C

SUPPLEMENTAL SALARY SCHEDULE

The supplemental salary schedule will utilize the following index based upon the base teaching salary. Year of experience shall be defined verifiable paid experience in the same sport regardless of level. Boys' and girls' athletics are the same for the purpose of this section. All non-athletic positions will require verifiable paid years of experience specific to the supplemental position at any level.

	Experience	
ATHLETICS	**0-4 Years**	**5 Years**
MS Sports Coordinator (1)	.0400	.0500
FOOTBALL		
Varsity Football (1)	.2000	.2400
Varsity Assistant Football (4)	.1400	.1500
7th Grade Football (2)	.0600	,0700
8th Grade Football (2)	.0600	.0700
7th/8th Grade Asst. Football (1)	.0550	.0635
VOLLEYBALL		
Varsity Volleyball (1)	.1700	.1800
Varsity Assistant Volleyball (1)	.1000	.1100
Freshman Volleyball (1)	.0700	.0800
8th Grade Volleyball (1)	.0600	.0700
'h Grade Volleyball (1)	.0600	.0700
CROSS COUNTRY		
Varsity Cross Country Boys and Girls (1)	.1700	.1800
Assistant Cross Country (2)	.0700	.0800
GOLF		
Varsity Golf – Boys (1)	.1400	.1500
Varsity Golf (1)	.1400	.1500
BOYS BASKETBALL		
Varsity Boys Basketball (1)	.2000	.2400
Varsity Assistant Boys Basketball (1)	.1000	.1100
JV Boys Basketball (1)	.1400	.1500
Freshman Boys Basketball (1)	.1000	.1100
8th Grade Boys Basketball (1)	.0600	.0700
7th Grade Boys Basketball (1)	.0600	.0700
GIRLS BASKETBALL		
Varsity Girls Basketball (1)	.2000	.2400
Varsity Assistant Girls Basketball (1)	.1000	.1100
JV Girls Basketball (1)	.1400	.1500
Freshman Girls Basketball (1)	.1000	.1100
8th Grade Girls Basketball (1)	.0600	.0700
7th Grade Girls Basketball (1)	.0600	.0700

	Experience	
	0-4 Years	5 Years
WRESTLING		
Varsity Wrestling (1)	.1700	.1800
Assistant Wrestling (3)	.1000	.1200
TRACK		
Varsity Track (1)	.1700	.1800
Varsity Assistant (3)	.0700	.0800
7th & 8th Grade Track (3)	.0600	.0700
BASEBALL		
Varsity Baseball (1)	.1700	.1800
Varsity Assistant Baseball (1)	.0700	.0800
JV Baseball (1)	.1000	.1100
SOFTBALL		
Varsity Softball (1)	.1700	.1800
Varsity Assistant Softball (1)	.0700	.0800
JV Softball (1)	.1000	.1100
CHEERLEADING		
Varsity Football Cheerleading (1)	.0600	.0700
Varsity Basketball Cheerleading (1)	.0600	.0700
Varsity Assistant Cheerleading (1)	.0933	.1150
7th and 8th Grade Football Cheerleading (1)	.0200	.0300
7th and 8th Grade Basketball Cheerleading (1)	.0200	.0300
Freshman Basketball Cheerleading (1)	.0200	.0300
MISC. ATHLETICS		
Weightlifting Coordinator (1)	.0600	.0700
Weightlifting Assistant (1 Fall, 1 Winter, 1 Spring)	.0200	.0300
NON-ATHLETICS		
Band Activities Director (1)	.1500	.1800
Asst. Band Activities Director (1)	.0900	.1100
Band Guard Advisor (1)	.0100	.0200
Chorus Activities Director (1)	.1000	.1100
FCCLA Advisor (1)	.1000	.1100
FFA Advisor (1)	.1000	.1100
Foreign Language Advisor (1)	.0100	.0200
Junior Class Advisor (1)	.0200	.0300
Majorette Advisor (1)	.0180	.0220
NHS Advisor (1)	.0200	.0300
Spanish NHS Advisor	.0200	.0300

	Experience	
	0-4 Years	5 Years
Mentor/Teacher	.0200	.0300
Mentor/Coordinator (1)	.0200	.0300
Mentor Facilitator (1)	.0200	.0300
Paper – Advisor (1)	.0100	.0200
HS Scholastic Team Advisor (1)	.0500	.0600
HS Scholastic Team Asst. (1)	.0200	.0300
Student Council – High School Advisor (1)	.0800	.0900
Student Council – Middle School Advisor (1)	.0150	.0200
Senior Advisor (1)	.0200	.0300
Freshman Advisor (1)	.0100	.0200
Sophomore Class Advisor (1)	.0100	.0200
Yearbook Advisor (1)	.1000	.1200
MS Scholastic Team Advisor (1)	.0400	.0500
Elementary School Spelling Bee Coordinator	.0050	.0060
Middle School Spelling Bee Coordinator	.0050	.0060
Amazing Shake Coordinator	.0050	.0060
Social Media Liaison	.0300	.0350
Envirothon Advisor	.0500	.0600
DEPARTMENT HEADS		
Grades 6-12 Language Arts (1)	.0500	.0600
Grades 6-12 Math (1)	.0500	.0600
Grades 6-12 Science (1)	.0500	.0600
Grades 6-12 Social Studies (1)	.0500	.0600
Grades 6-12 Intervention/Special Education (1)	.0500	.0600
Grades 6-12 Related Arts (1)	.0500	.0600
LEAD TEACHER		
Kindergarten (1)	.0500	.0600
Grade 1 (1)	.0500	.0600
Grade 2 (1)	.0500	.0600
Grade 3 (1)	.0500	.0600
Grade 4 (1)	.0500	.0600
Grade 5 (1)	.0500	.0600
Elementary Related Arts (1)	.0500	.0600
Elementary Special Education/Intervention (1)	.0500	.0600

NOTE: Yearly rotation of lead teacher position.

EXHIBIT D (1)

Access +1 Medical Plan

Summary of Benefits and Coverage: What this Plan Covers & What You Pay for Covered Services

Coverage Period: 01/01/2024 - 12/31/2024
Coverage for: Individual + Family | **Plan Type:** PPO

OHI dba Northern Buckeye Health Plan: Access+ PPO

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, https://eoc.anthem.com/eocdps/aso. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call (855) 825-1125 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	$1,000/person or $2,000/family for In-Network Providers. $1,000/person or $2,000/family for Non-Network Providers.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	Yes. Primary Care. Specialist Visit. Preventive Care. Vision. For more information see below.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible. See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	$3,750/person or $7,500/family for In-Network Providers. $4,350/person or $8,700/family for Non-Network Providers.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Pre-Authorization Penalties, Premiums, balance-billing charges, health care this plan doesn't cover, and Non-Network Transplants.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
	Copays for certain specialty prescription drugs considered non-essential health benefits under the plan. The copays for these drugs (though manufacturer copay assistance programs may support some fills at no remaining cost to you) will not apply towards satisfying your out-of-pocket maximum or any applicable deductible.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes, Blue Access. See www.anthem.com or call (855) 825-1125 for a list of network providers. Costs may vary by site of service and how the provider bills.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.

All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay: In-Network Provider (You will pay the least)	What You Will Pay: Non-Network Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	$30/visit deductible does not apply	40% coinsurance	Virtual visits (Telehealth) benefits available.
	Specialist visit	$60/visit deductible does not apply	40% coinsurance	Virtual visits (Telehealth) benefits available.
	Preventive care/screening/ immunization	No charge	40% coinsurance	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	20% coinsurance	40% coinsurance	——none——
	Imaging (CT/PET scans, MRIs)	20% coinsurance	40% coinsurance	——none——
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.express-scripts.com.	Tier 1 - Typically Generic	$15/prescription (retail) and $30/prescription (home delivery)	$15/prescription (retail) and Not covered (home delivery)	Once the Out-of-Pocket maximum has been met, prescription drug shall be covered at 100% for the remainder of the calendar year. Covers up to a 34-day supply (retail prescription); 90-day supply (mail orders or Smart90 retail prescription). Certain prescriptions shall be covered at 100%, and no co-pay will apply as per Federal Regulations. Patient must pay the cost difference between the brand and generic drug in addition to your copay or coinsurance. * Copays for certain specialty prescription drugs considered non- essential health benefits under the plan bypass your out-of-pocket limit. Please see "Important Questions" regarding the plan's out- of-pocket limit. See Plan Documents for additional information on the Serveon5P Program. Out-of-Network RX reimbursed at 100% minus applicable copayment by filing RX claim form.
	Tier 2 - Typically Preferred Brand & Non-Preferred Generic Drugs	$45/prescription (retail) and $90/prescription (home delivery)	$45/prescription (retail) and Not covered (home delivery)	
	Tier 3 - Typically Non-Preferred Brand and Generic drugs	$85/prescription (retail) and $170/prescription (home delivery)	$85/prescription (retail) and Not covered (home delivery)	
	Tier 4 - Typically Preferred Specialty (brand and generic)	$100/prescription (retail) and $200/prescription (home delivery)	$100/prescription (retail) and Not covered (home delivery)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% coinsurance	40% coinsurance	——none——
	Physician/surgeon fees	20% coinsurance	40% coinsurance	——none——
If you need immediate medical attention	Emergency room care	$250/visit deductible does not apply	Covered as In-Network	Copay waived if admitted
	Emergency medical transportation	20% coinsurance	Covered as In-Network	——none——
	Urgent care	$60/visit deductible does not apply	Within 72 hours of onset: No charge after deductible; After 72 hours: 40% coinsurance	——none——
If you have a hospital stay	Facility fee (e.g., hospital room)	20% coinsurance	40% coinsurance	Services must be pre-certified in order to avoid a 50% penalty up to a maximum penalty of $500 per occurrence.
	Physician/surgeon fees	20% coinsurance	40% coinsurance	——none——

* For more information about limitations and exceptions, see plan or policy document at https://eoc.anthem.com/eocdps/sso

Common Medical Event	Services You May Need	What You Will Pay: In-Network Provider (You will pay the least)	What You Will Pay: Non-Network Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Office Visit $30/visit deductible does not apply Other Outpatient 20% coinsurance	Office Visit 40% coinsurance Other Outpatient 40% coinsurance	Office Visit Virtual visits (Telehealth) benefits available. Other Outpatient ------none------
	Inpatient services	20% coinsurance	40% coinsurance	------none------
If you are pregnant	Office visits	$30/visit deductible does not apply	40% coinsurance	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	20% coinsurance	40% coinsurance	
	Childbirth/delivery facility services	20% coinsurance	40% coinsurance	
If you need help recovering or have other special health needs	Home health care	20% coinsurance	40% coinsurance	------none------
	Rehabilitation services	$30/visit deductible does not apply	40% coinsurance	*See Therapy Services section.
	Habilitation services	$30/visit deductible does not apply	40% coinsurance	
	Skilled nursing care	20% coinsurance	40% coinsurance	60 days/benefit period for skilled nursing services.
	Durable medical equipment	20% coinsurance	40% coinsurance	*See Durable Medical Equipment Section
	Hospice services	20% coinsurance	40% coinsurance	Patient's life expectancy is 6 months or less.
If your child needs dental or eye care	Children's eye exam	No charge	40% coinsurance	*See Vision Services section.
	Children's glasses	Not covered	Not covered	
	Children's dental check-up	Not covered	Not covered	------none------

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
- Dental care (Pediatric)
- Hearing aids
- Routine foot care
- Cosmetic surgery
- Dental Check-up
- Long-term care
- Weight loss programs
- Dental care (Adult)
- Glasses for a child
- Routine eye care (Adult)

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Bariatric surgery
- Most coverage provided outside the United States. See www.bcbsglobalcore.com
- Chiropractic care 62 visits/benefit period combined with all other therapies
- Private-duty nursing in a Home Setting only
- Infertility treatment (except promotion of conception)

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Ohio Department of Insurance, 50 W. Town Street, Third Floor - Suite 300, Columbus, Ohio 43215, (800) 686-1526, (614) 644-2673, Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, 1-877 267-2323 x61565, www.cciio.cms.gov, or contact Anthem at the number on the back of your ID card. Other coverage options may be available to you, too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information on how to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact:

ATTN: Grievances and Appeals. P.O. Box 105568, Atlanta GA 30348-5568

Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, 1-877-267-2323 x61565, www.cciio.cms.gov

* For more information about limitations and exceptions, see plan or policy document at https://eoc.anthem.com/eocdps/aso

Does this plan provide Minimum Essential Coverage? **Yes**
Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit

Does this plan meet the Minimum Value Standards? **Yes**
If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

* For more information about limitations and exceptions, see plan or policy document at https://eoc.authem.com/eocdps/aso.

About these Coverage Examples:

This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

The plan's overall deductible	$1,000
Specialist copayment	$60
Hospital (facility) coinsurance	20%
Other coinsurance	20%

This EXAMPLE event includes services like:
Specialist office visits (*prenatal care*)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost **$12,700**

In this example, Peg would pay:

Cost Sharing	
Deductibles	$1,000
Copayments	$0
Coinsurance	$2,340
What isn't covered	
Limits or exclusions	$60
The total Peg would pay is	**$3,400**

Managing Joe's Type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

The plan's overall deductible	$1,000
Specialist copayment	$60
Hospital (facility) coinsurance	20%
Other coinsurance	20%

This EXAMPLE event includes services like:
Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost **$5,600**

In this example, Joe would pay:

Cost Sharing	
Deductibles	$1,000
Copayments	$400
Coinsurance	$1,000
What isn't covered	
Limits or exclusions	$20
The total Joe would pay is	**$2,420**

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

The plan's overall deductible	$1,000
Specialist copayment	$60
Hospital (facility) coinsurance	20%
Other coinsurance	20%

This EXAMPLE event includes services like:
Emergency room care (*including medical supplies*)
Diagnostic test (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost **$2,800**

In this example, Mia would pay:

Cost Sharing	
Deductibles	$1,000
Copayments	$340
Coinsurance	$292
What isn't covered	
Limits or exclusions	$0
The total Mia would pay is	**$1,632**

The plan would be responsible for the other costs of these EXAMPLE covered services.

EXHIBIT D (2)

High Deductible Health Plan

Summary of Benefits and Coverage: What this Plan Covers & What You Pay for Covered Services Coverage Period: 01/01/2024 - 12/31/2024
Coverage for: Individual + Family | Plan Type: PPO + HSA

OHI dba Northern Buckeye Health Plan: Advantage HDHP

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, https://eoc.anthem.com/eocdps/aso. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call (855) 825-1125 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	$3,200/person or $5,000/family for In-Network Providers. $3,200/person or $6,000/family for Non-Network Providers.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	Yes. Preventive Care, Vision. For more information see below:	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible. See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/.
Are there other deductibles for specific services?	**No.**	**You don't have to meet deductibles for specific services.**
What is the out-of-pocket limit for this plan?	$4,500/person or $7,700/family for In-Network Providers. $5,000/person or $9,000/family for Non-Network Providers.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
	Copays for certain specialty prescription drugs considered non-essential health benefits under the plan. The copays for these drugs (though manufacturer copay assistance programs may support some fills at no remaining cost to you) will not apply towards satisfying your out-of-pocket maximum or any applicable deductible.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes, Blue Access. See www.anthem.com or call (855) 825-1125 for a list of network providers. Costs may vary by site of service and how the provider bills.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.

All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay: In-Network Provider (You will pay the least)	What You Will Pay: Non-Network Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	20% coinsurance	30% coinsurance	Virtual visits (Telehealth) benefits available.
	Specialist visit	20% coinsurance	30% coinsurance	Virtual visits (Telehealth) benefits available.
	Preventive care/screening/ immunization	No charge	30% coinsurance	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	20% coinsurance	30% coinsurance	--------none--------
	Imaging (CT/PET scans, MRIs)	20% coinsurance	30% coinsurance	--------none--------
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.express-scripts.com.	Tier 1 - Typically Generic	$15/prescription (retail) and $30/prescription (home delivery)	$15/prescription (retail) and Not covered (home delivery)	Once the Out-of-Pocket maximum has been met, prescription drug shall be covered at 100% for the remainder of the calendar year. Covers up to a 34-day supply (retail prescription); 90-day supply (mail orders or Smart90 retail prescription). Certain prescriptions shall be covered at 100%, and no co-pay will apply as per Federal Regulations. Patient must pay the cost difference between the brand and generic drug in addition to your copay or coinsurance. * Copays for certain specialty prescription drugs considered non- essential health benefits under the plan bypass your out-of-pocket limit. Please see "Important Questions" regarding the plan's out- of-pocket limit. See Plan Documents for additional information on the Save on SP Program. Out-of-Network RX reimbursed at 100% minus applicable copayment by filing RX claim form.
	Tier 2 - Typically Preferred Brand & Non-Preferred Generic Drugs	$45/prescription (retail) and $90/prescription (home delivery)	$45/prescription (retail) and Not covered (home delivery)	
	Tier 3 - Typically Non-Preferred Brand and Generic drugs	$85/prescription (retail) and $170/prescription (home delivery)	$85/prescription (retail) and Not covered (home delivery)	
	Tier 4 - Typically Preferred Specialty (brand and generic)	$100/prescription (retail) and $200/prescription (home delivery)	$100/prescription (retail) and Not covered (home delivery)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% coinsurance	30% coinsurance	--------none--------
	Physician/surgeon fees	20% coinsurance	30% coinsurance	--------none--------
	Emergency room care	20% coinsurance	Covered as In-Network	--------none--------

* For more information about limitations and exceptions, see plan or policy document at https://eoc.anthem.com/eocdps/aso

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you need immediate medical attention	Emergency medical transportation	**20%** coinsurance	Covered as In-Network	--------none--------
	Urgent care	**20%** coinsurance	30% coinsurance	--------none--------
If you have a hospital stay	Facility fee (e.g., hospital room)	20% coinsurance	30% coinsurance	Services must be pre-certified in order to avoid a 50% penalty up to a maximum penalty of $500 per occurrence.
	Physician/surgeon fees	20% coinsurance	30% coinsurance	--------none--------
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Office Visit 20% coinsurance Other Outpatient 20% coinsurance	Office Visit 30% coinsurance Other Outpatient 30% coinsurance	Office Visit Virtual visits (Telehealth) benefits available. Other Outpatient --------none--------
	Inpatient services	20% coinsurance	30% coinsurance	--------none--------
If you are pregnant	Office visits	20% coinsurance	30% coinsurance	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	20% coinsurance	30% coinsurance	
	Childbirth/delivery facility services	20% coinsurance	30% coinsurance	
If you need help recovering or have other special health needs	Home health care	20% coinsurance	30% coinsurance	--------none--------
	Rehabilitation services	20% coinsurance	30% coinsurance	*See Therapy Services section.
	Habilitation services	20% coinsurance	30% coinsurance	
	Skilled nursing care	20% coinsurance	30% coinsurance	60 days/benefit period for skilled nursing services.
	Durable medical equipment	20% coinsurance	30% coinsurance	*See Durable Medical Equipment Section
	Hospice services	20% coinsurance	30% coinsurance	Patient's life expectancy is 6 months or less.
If your child needs dental or eye care	Children's eye exam	No charge	30% coinsurance	*See Vision Services section
	Children's glasses	Not covered	Not covered	
	Children's dental check-up	Not covered	Not covered	--------none--------

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services)

- Acupuncture
- Cosmetic surgery
- Dental care (Adult)

* For more information about limitations and exceptions, see plan or policy document at https://eoc.anthem.com/eoodps/ase

• Dental care (Pediatric)	• Dental Check-up	• Glasses for a child
• Hearing aids	• Long-term care	• Routine eye care (Adult)
• Routine foot care	• Weight loss programs	

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

• Bariatric surgery	• Chiropractic care 62 visits/benefit period combined with all other therapies	• Infertility treatment (except promotion of conception)
• Most coverage provided outside the United States. See www.bcbsglobalcore.com	• Private-duty nursing in a Home Setting only	

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Ohio Department of Insurance, 50 W. Town Street, Third Floor - Suite 300, Columbus, Ohio 43215, (800) 686-1526, (614) 644-2673, Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, 1-877-267-2323 x61565, www.cciio.cms.gov. Other coverage options may be available to you, too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information on how to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact:

ATTN: Grievances and Appeals, P.O. Box 105568, Atlanta GA 30348-5568

Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, 1-877-267-2323 x61565, www.cciio.cms.gov

Does this plan provide Minimum Essential Coverage? Yes
Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet the Minimum Value Standards? Yes
If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

* For more information about limitations and exceptions, see plan or policy document at https://eoc.anthem.com/eocdps/aso

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby (9 months of in-network pre-natal care and a hospital delivery)		Managing Joe's Type 2 Diabetes (a year of routine in-network care of a well-controlled condition)		Mia's Simple Fracture (in-network emergency room visit and follow up care)	
■ The plan's overall deductible	$3,200	■ The plan's overall deductible	$3,200	■ The plan's overall deductible	$3,200
■ Specialist *coinsurance*	20%	■ Specialist *coinsurance*	20%	■ Specialist *coinsurance*	20%
■ Hospital (facility) *coinsurance*	20%	■ Hospital (facility) *coinsurance*	20%	■ Hospital (facility) *coinsurance*	20%
■ Other *coinsurance*	20%	■ Other *coinsurance*	20%	■ Other *coinsurance*	20%
This EXAMPLE event includes services like:		**This EXAMPLE event includes services like:**		**This EXAMPLE event includes services like:**	
Specialist office visits *(prenatal care)*		Primary care physician office visits *(including disease education)*		Emergency room care *(including medical supplies)*	
Childbirth/Delivery Professional Services		Diagnostic tests *(blood work)*		Diagnostic test *(x-ray)*	
Childbirth/Delivery Facility Services		Prescription drugs		Durable medical equipment *(crutches)*	
Diagnostic tests *(ultrasounds and blood work)*		Durable medical equipment *(glucose meter)*		Rehabilitation services *(physical therapy)*	
Specialist visit *(anesthesia)*					
Total Example Cost	$12,700	**Total Example Cost**	$5,600	**Total Example Cost**	$2,800
In this example, Peg would pay:		**In this example, Joe would pay:**		**In this example, Mia would pay:**	
Cost Sharing		*Cost Sharing*		*Cost Sharing*	
Deductibles	$3,200	Deductibles	$3,200	Deductibles	$2,800
Copayments	$0	Copayments	$0	Copayments	$0
Coinsurance	$1,500	Coinsurance	$520	Coinsurance	$0
What isn't covered		*What isn't covered*		*What isn't covered*	
Limits or exclusions	$60	Limits or exclusions	$20	Limits or exclusions	$0
The total Peg would pay is	$4,760	**The total Joe would pay is**	$3,740	The total Mia would pay is	$2,800

Language Access Services:

It's important we treat you fairly

That's why we follow federal civil rights laws in our health programs and activities. We don't discriminate, exclude people, or treat them differently on the basis of race, color, national origin, sex, age or disability. For people with disabilities, we offer free aids and services. For people whose primary language isn't English, we offer free language assistance services through interpreters and other written languages. Interested in these services? Call the Member Services number on your ID card for help (TTY/TDD: 711). If you think we failed to offer these services or discriminated based on race, color, national origin, age, disability, or sex, you can file a complaint, also known as a grievance. You can file a complaint with our Compliance Coordinator in writing to Compliance Coordinator, P.O. Box 27401, Mail Drop VA2002-N160, Richmond, VA 23279. Or you can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW; Room 509F, HHH Building; Washington, D.C. 20201 or by calling 1-800-368-1019 (TDD: 1- 800-537-7697) or online at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf. Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html

EXHIBIT E

DENTAL INSURANCE

The Board shall purchase through Northern Buckeye Education Council, dental insurance coverage, for each member of the bargaining unit and his/her eligible dependents, equal to or exceeding the specifications below. The full cost of this program and any increases thereof, shall be paid by the Board. Furthermore, the co-insurance amounts as listed below shall be based upon reasonable and customary charges.

Specifications:

Maximum Benefits per Covered person	$2,500.00 per year
Deductible - Individual	$ 25.00 per year
Deductible - Family	$ 50.00 per year
Co-Insurance Amounts:	
Diagnostic and Preventive Services	100%
Routine Dental Services	80%
Major Dental Services	60%
Orthodontic Services	60% (Maximum $1,800)
Adult Orthodontics	Yes
Sealants	Covered to age 16

EXHIBIT F

VISION INSURANCE

The Board shall purchase through Northern Buckeye Education Council, vision insurance coverage, for each member of the bargaining unit and his/her eligible dependents, equal to or exceeding the specifications below. The full cost of this program and any increases thereof, shall be paid by the Board.

Specifications:

$10.00 copay every 12 months
WellVision Exam® Every 12 Months

- Focuses on your eye health and overall wellness.

Prescription Glasses

- Lenses Every 24 Months
  - Single vision, lines bifocal, and lined trifocal lenses.
- Frames Every 24 Months
  - $120.00 allowance for frame of your choice.
  - 20% off the amount over your allowance.

~OR~

- **Contact Lenses** Every 24 Months
  - $120 allowance for contacts and the contact lens exam (*fitting and evaluation*).
  - 15% off cost of contact lens exam (*fitting and evaluation*).
  - Current soft contact lens wearers may qualify for a special program that includes a contact lens evaluation and initial supply of lenses.

Diabetic Eyecare Program $5.00 Copay

- Services related to Type 1 Diabetes, visit vsp.com or ask your VSP doctor for details.

Extra Discounts and Savings

- Average 35-40% savings on all non-covered lens options.
- 30% off additional glasses and sunglasses, including lens options, from the same VSP doctor on the same day as your WellVision Exam. Or get 20% off from any VSP doctor within 12 months of your last WellVision Exam.
- **Laser Vision Correction**
  - Average 15% off the regular price or 5% off the promotional price. Discounts only available from contracted facilities.
  - After surgery, use your frame allowance (*if eligible*) for sunglasses from any VSP doctor.

EXHIBIT G

CENTRAL LOCAL SCHOOL DISTRICT

NON-OTES PERSONNEL EVALUATION

Employee: _____ Date of Evaluation: _____

Position: _____ Building: _____

Evaluator: _____

Instructions: Please enter the number of the phrase that best describes the employee's work ethic on the short blank line.

1. QUANTITY OF WORK

1) Does not meet minimum requirements.
2) Does just enough to get by.
3) Volume of work is satisfactory.
4) Very industrious, does more than is required.
5) Superior work production record.

_____

_____

_____

2. QUALITY OF WORK

1) Inferior work.
2) Rather careless.
3) Meets expectations.
4) Highly accurate.
5) Superior work.

_____

_____

_____

3. JOB KNOWLEDGE

1) Poorly informed about work duties.
2) Lacks knowledge of some phase of work.
3) Moderately informed, can answer most common questions.
4) Understands all phases of work.
5) Has complete mastery of all phases of job.

_____

_____

_____

4. ORGANIZATION OF WORK

1) Wastes time, requires frequent supervision.
2) Work organization somewhat erratic.
3) Has average organizational skills.
4) Generally well organized.
5) Organizes time very effectively without supervision. _____

5. ATTENDANCE

1) Often absent without good excuse and/or frequently reports late for work.
2) Lax in attendance and/or reporting for work on time.
3) Usually present and on time.
4) Very prompt, regular in attendance.
5) Always regular and prompt, works extra when needed. _____

6. DEPENDABILITY

1) Requires close supervision, is unreliable.
2) Sometimes requires prompting.
3) Usually takes care of necessary tasks and complies with reasonable promptness.
4) Requires little supervision, is reliable.
5) Requires absolute minimum of supervision.

_____

7. COMMUNICATION

1) Communications are unclear or vague.
2) Occasionally communication is unclear.
3) Usually communicates clearly.
4) Nearly always communicates clearly
5) Always communicates clearly and concisely.

_____

8. PERSONAL APPEARANCE

1) Often sloppy or inappropriately dressed.
2) Frequently sloppy and/or inappropriately dressed.
3) Generally neat and appropriately dressed.
4) Careful about personal appearance and appropriateness.
5) Always very neat and appropriately dressed.

_____

_____

_____

9. INTEGRITY

1) Completely unacceptable.
2) Sometimes questionable.
3) Acceptable.
4) High standard.
5) Outstanding.

_____

_____

_____

10. ATTITUDE

1) Always negative.
2) Usually negative.
3) Sometimes negative, sometimes positive.
4) Generally positive.
5) Always positive.

_____

_____

_____

11. ENTHUSIASM FOR WORK

1) Frequently complains and is unenthusiastic regarding work.
2) Sometimes unenthusiastic regarding work.
3) Generally positive regarding work.
4) Enjoys work and feels purposeful.
5) Has strong enthusiasm and loyalty for organization.

_____

_____

_____

12. COURTESY

1) Blunt, discourteous, antagonistic.
2) Sometimes tactless.
3) Agreeable and pleasant.
4) Always polite and willing to help.
5) Inspiring to co-workers, being courteous and very pleasant.

13. COOPERATION WITH ADMINISTRATION

1) Generally negative.
2) Sometimes negative.
3) Acceptable.
4) Generally positive.
5) Always positive.

14. COOPERATION WITH CO-WORKERS AND PUBLIC

1) Generally negative.
2) Sometimes negative.
3) Acceptable.
4) Generally positive.
5) Always positive.

15. ACCEPTS CONSTRUCTIVE CRITICISM AND FOLLOWS THROUGH

1) Rejects.
2) Occasionally rejects.
3) Non-committal.
4) Usually accepts.
5) Fully accepts.

1) Rejects.

6. COMMON SENSE/JUDGMENT (ex.: Seeks direction before proceeding, if appropriate.)

1) Blunders ahead.
2) Sometimes proceeds without caution.
3) Checks every detail without regard to significance.
4) Good balance between proceeding and checking.
5) Always asks you directions, where appropriate, otherwise proceeds on own.

_____

_____

_____

Your Score: _____

Total Possible Score: 80

OVERALL EVALUATION

1) Ineffective
2) Developing
3) Skilled
4) Accomplished

_____

mployee's Comments:

_____

_____

_____

_____

_____ _____ _____ _____

Signature of Evaluator Date Signature of Employee Date

(Signature validates that the employee has read the report, but does not necessarily indicate agreement with it.)

Copy to: Employee
Evaluator
Central Office

EXHIBIT H

Walkthrough: General Form for Non-OTES/ Non-OSCES

Employee Name: **Position:** **Date:**

Evaluator Name:

Time Walkthrough Begins: **Time Walkthrough Ends:**

Directions: This form serves as a record of a walkthrough by the employee's evaluator. The evaluator will not likely observe all the responsibilities of the employee. This record, along with the records of additional informal observations, will be used to inform the evaluation of the employee.

Evaluator Comments:

Teacher's Signature Date

Credentialed Evaluator Date

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 upon 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.

		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.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Connections to prior and future learning Element 1.2 Element 2.1 Element 2.2 Element 2.4	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

	Element 2.5				disciplines and/or real-world experiences. The teacher plans lessons that use the input and contributions of families, colleagues and/or other professionals to understand each student's prior knowledge while supporting the student's development.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Connections to state standards and district priorities Element 2.3 Element 4.1 Element 4.7	The teacher's instructional plan does not reference Ohio's Learning Standards.	The teacher's instructional plan references Ohio's Learning Standards, but goals and activities do not align with student needs, school and district priorities or the standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards. The teacher participates in studying and evaluating advances in content and/or provides input on school and district curriculum.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
KNOWLEDGE OF STUDENTS	**Planning instruction for**	The teacher's instructional plan makes	The teacher's instructional plan makes minimal	The teacher's instructional plan reflects connections to	The teacher's instructional plan reflects consistent

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

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,*	**Communi-cati on with students** Element 2.2 Element 4.3 Element 4.5 Element 6.1	The teacher does not communicate learning goals and expectations for mastery and does not model exemplary performance to students. Students cannot discern learning goals. Differentiated learning goals are not used. The teacher does not demonstrate content knowledge by using content-specific, developmentally appropriate language or content-specific strategies. There is no student engagement.	The teacher inconsistently communicates learning goals, expectations for mastery and models of exemplary performance to students. There is limited use of differentiated learning goals. The teacher demonstrates some content knowledge by using limited content-specific, developmentally appropriate language and limited content-specific strategies. Students demonstrate little engagement in the lesson.	The teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to students. The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies	The teacher is consistent and effective in communicating differentiated learning goals (such as needs based, interest based, strength based), expectations for mastery and models of exemplary performance to students through multiple communication techniques. The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques engage students in

classroom walk-throughs/informal observations, peer review				and questioning techniques check for understanding and encourage higher-level thinking.	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.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Monitoring student understanding Element 3.2 Element 3.3	The teacher fails to monitor and address student confusion and misconceptions.	The teacher inconsistently monitors or incorrectly addresses student confusion and misconceptions.	The teacher consistently monitors and addresses common student confusion and misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.	The teacher consistently monitors, addresses, articulates and anticipates individual student confusion or misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.
LESSON DELIVERY *(continued)*	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	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.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

		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.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Classroom climate and cultural competency	There is no evidence of rapport or expectations for respectful, supportive and caring interactions	There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and	There is consistent evidence of rapport and expectations for respectful, supportive and caring	The teacher intentionally creates a classroom environment that shows consistent evidence of rapport and expectations for

	Element 1.4 Element 5.1 Element 5.2	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.	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.	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.	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.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment) *Possible Sources of Evidence: pre-conference, formal observation, classroom walk-throughs/informal observations,*	**Use of assessments** Element 3.1 Element 3.2 Element 3.3 Element 3.4	The teacher does not use varied assessments. The teacher fails to analyze data and makes little or no attempt to modify instruction to meet student needs.	The teacher makes limited use of varied assessments. The teacher attempts to analyze data and modify instruction, though the modifications do not meet student needs.	The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher analyzes patterns to measure targeted student learning, anticipate learning obstacles, modify	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 analyzes data trends and patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and

assessments, student portfolios, post-conference		The teacher does not share evidence of student learning with students.	The teacher shares evidence of student learning with students.	instruction and differentiate to meet the needs of groups of students. The teacher shares evidence of student learning with parents and students to plan instruction to meet student needs.	differentiate to meet individual student needs. The teacher shares evidence of student learning with colleagues, parents and students to collaboratively plan instruction to meet individual student needs.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Evidence of student learning Element 1.3	The teacher's assessment data demonstrates no evidence of growth and/or achievement over time for most students.	The teacher uses one source of high-quality student data to demonstrate clear evidence of appropriate growth and/or achievement over time for some students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of expected growth and/or achievement for most students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of above expected growth and/or achievement for most students.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

		Ineffective	Developing	Skilled	Accomplished
PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility and Growth)	**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.
Possible Sources of Evidence:	**Evidence**	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

Professional Growth Plan or Improvement Plan, pre-conference, post-conference, artifacts, self-assessment, peer review	**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.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	District policies and professional responsibilities Element 7.1	The teacher demonstrates a lack of understanding and regard for district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates minimal understanding of district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators. The teacher exemplifies effective leadership characteristics beyond the classroom. The teacher helps shape policy at the school, district or state level.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Professional learning Element 7.2 Element 7.3	The teacher sets short-term and long-term professional goals but fails to monitor progress or take action to meet the goals.	The teacher sets and monitors short-term and long-term professional goals but fails to take appropriate action to meet the goals.	The teacher sets short-term and long-term professional goals and monitors progress in meeting them based on self-reflection and data analysis. The teacher takes appropriate action to meet the goals.	The teacher consistently pursues best practices and sets, monitors and reflects on progress toward meeting short-term and long-term professional goals based on data analysis to improve student learning. The teacher takes appropriate action to meet the goals. The teacher collaborates with colleagues and others to share best practices.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

EXHIBIT J

Walkthroughs/Informal Observations
Ohio Teacher Evaluation System 2.0

Walkthrough: General Form

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

Evaluator Name: **Time Walkthrough Begins:** **Time Walkthrough Ends:**

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

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

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

Evaluator Summary Comments:

Evaluator Signature: _____ ☐ **Photocopy or electronic copy to Teacher**

EXHIBIT K

Professional Growth Plan

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

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

Teacher Name: Evaluator Name: ☐ Self-Directed (Accomplished) ☐ Jointly Developed Skilled) ☐ Evaluator Guided (Developing)

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

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

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

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

Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____

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

Written improvement plans are to be developed in the circumstances when an educator makes less than average growth with his/ her students.

The purpose of the improvement plan is to identify specific areas of growth in performance and foster growth through professional development and targeted support.

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

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

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

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

Improvement Plan

Section 3: Specific Plan of Action

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

Section 4: Assistance and Professional Development

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

Date for this Improvement Plan to Be Evaluated:

Teacher's Signature:_____ Date: _____

Evaluator's Signature: _____Date: _____

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

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

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

The improvement plan will be evaluated at the end of the time specified in the plan. Outcomes from the improvement plan demonstrate the following action to be taken;

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

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

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

Teacher's Signature: _____ Date: _____
Evaluator's Signature: _____ Date: _____
The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.

EXHIBIT M

EachChildOurFuture

Final Holistic Rating of Teacher Effectiveness—Full Evaluation

	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
Formal Holistic Observation (followed by conference)	☐	☐	☐	☐
Formal Focused Observation **Focus Area(s):** ☐Focus for Learning ☐Knowledge of Students ☐Lesson Delivery ☐Classroom Environment ☐Assessment of Student Learning ☐Professional Responsibilities	☐	☐	☐	☐
Professional Growth Plan (or Improvement Plan) Goal(s): (Goal prepopulates from the earlier entry)				
Evaluator Comments:				
Teacher Comments:				
Final Holistic (Overall) Rating	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

☐Check here if Improvement Plan has been recommended.

Teacher Signature _____ **Date** _____

Evaluator Signature _____ **Date** _____

School Counselor Evaluation Rubric and Observation Form

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

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

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

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

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

Standard Four: Evaluation and Data – School counselors collaboratively engage in a cycle of continuous improvement using data to identify needs, plan and implement programs, evaluate impact and adjust accordingly.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not monitor student performance and progress.	The school counselor does limited monitoring of individual and group student performance and progress data to identify gaps and develops some appropriate interventions to enhance or improve student success.	The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success.	The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success, and fosters student self-monitoring.
	The school counselor does not monitor effectiveness of the program.	The school counselor uses some data with minimal effectiveness to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	The school counselor effectively uses data to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	The school counselor uses comprehensive data to conduct regular program monitoring, assesses implementation and effectiveness, and collaborates with stakeholders to make adjustments for program improvement accordingly.
Evidence				

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

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

Evidence				

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

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

EXHIBIT O

Ohio School Counselor Evaluation System

Professional Growth Plan

Professional Growth Plan

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

School Counselor Name: Evaluator Name: ☐ Self-Directed ☐ Collaborative

Goal One

*Choose the **Standard(s)** aligned to the goal. These are addressed by the evaluator as appropriate for this school counselor.*

☐ Comprehensive School Counseling Program Plan
☐ Direct Services for Academic, Career, and Social/Emotional Development
☐ Indirect Services
☐ Evaluation and Data
☐ Leadership and Advocacy
☐ Professional Responsibility, Knowledge & Growth

Goal Statement Demonstrating Performance on Standards	Action Steps & Resources to Achieve Goal	Evidence Indicators	Dates Discussed

Goal Two

*Choose the domain(s) aligned to the **Metric of Student Outcomes** goal.*

☐ Academic ☐ College/Career ☐ Social/Emotional

Goal Statement Demonstrating Ability to Produce Positive Student Outcomes	Action Steps & Resources to Achieve Goal	Evidence Indicators	Dates Discussed

Comments:

School Counselor: _____ Evaluator: _____ Date: _____

Improvement Plan

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

School Counselor Name:
School Year:
Date of Improvement Plan Conference:
Building:

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

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

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

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

Improvement Plan (continued)

Section 3: Specific Plan of Action

Describe in detail specific plans of action that the school counselor must take to improve his or her performance. Indicate the sources of evidence that the evaluator will use to document completion of the improvement plan.	
Actions to be Taken	Sources of Evidence that Will Be Examined

Section 4: Assistance and Professional Development

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

Date for this Improvement Plan to Be Evaluated:

School Counselor's Signature: _____ Date:

Evaluator's Signature: _____ Date:

Improvement Plan: Evaluation of Plan

School Counselor Name: Date of Evaluation:
School Year: Building:

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

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

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

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

School Counselor's Signature:_____ Date: _____

Evaluator's Signature: _____ Date: _____

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

EXHIBIT R

Final Summative Rating of School Counselor Effectiveness

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

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

☐ Check here if Improvement Plan has been recommended.

School Counselor Signature _____ **Date** _____

05/12/2016

This Settlement Agreement (hereinafter referred to as "the Agreement") is entered into on this 12th day of May, 2016 by and between the Central Local School Board of Education (hereinafter referred to as "the Board of Education), the Teachers' Association of Central Local Schools (hereinafter referred to as "the Association") upon the terms and conditions set forth below.

1. The previous AD MOU requiring the AD to obtain an administrative license shall be rescinded. However, the current AD shall refrain from conducting evaluations of bargaining unit members until such time that the Association and Administration develop a mutually agreed upon evaluation instrument. The negotiation process for the development of the evaluation instrument shall commence no later than September 15, 2016 and shall be completed no later than November 15, 2016. The parties mutually agree to conduct the process for the development of a mutually agreed upon evaluation instrument with good faith and diligence. In addition, any supplemental evaluations of current bargaining unit members for the 2015-2016 school year shall be removed from members' personnel files. The current AD shall not be permitted to sign a student's IEP as the District's representative.

2. In the event that the AD position becomes vacant, the Board will ensure that the position is posted and filled as an administrative position requiring an administrative license.

3. The Virtual Academy position will be considered a bargaining unit position.

2024 Insurance Contract Addendum

This Contract Addendum is made by and between the CENTRAL LOCAL SCHOOL DISTRICT BOARD OF EDUCATION (hereafter "Board"), and the TEACHERS' ASSOCIATION OF THE CENTRAL LOCAL SCHOOLS (hereafter "TACLS").

WHEREAS, the Board and TACLS are parties to a Collective Bargaining Agreement; and

NOW, THEREFORE, BE IT AGREED by and between the Central Local School District Board of Education and the Teachers' Association of the Central Local Schools, as follows:

2024 High Deductible Health Plan Change Agreement

1. Deductibles
    a. The District will reimburse employees up to $400 for the single plan deductible increase from the 2022 plan.
    b. The District will reimburse employees up to $400 for the single-person increase within a family plan deductible increase from the 2022 plan.
    c. Deductible payments will be reimbursed once the employee provides the Explanation of Benefits (EOB) proof their deductibles exceed the 2022 plan—deductible amount.
2. Out-of-pocket maximums - No changes
3. Employees will have the ability to request that payment be placed into the HSA account for the following year and will be able to adjust their contributions accordingly.
4. If the employee is already maxing out their Health Savings Account to IRS limits, the Board will make a payment into Employee's Health Savings Account for additional deductible over the 2022 limits up to the max payout and also pay the employee a stipend to offset the amount of the tax savings the employee lost by not having the ability to take advantage of the full amount based on the individual's current tax rates for federal, state, school district, and Medicare taxes. The stipend will be based on the additional amount the board contributed to the employee's Health Savings Account. The stipend will be a gross-up calculation that will net out to the amount of lost tax-deferred savings.
5. Employees must submit their request for reimbursement on or before June 1, 2025

All other provisions of the Agreement currently in effect between the parties hereto and not altered by this Contract Addendum shall remain in full force and for the term of the Agreement. No other agreement shall serve to alter the provisions of the current agreement unless agreed to in writing between the parties.

This Contract Addendum shall constitute the full and complete understanding of the parties concerning this matter and any amendments or modifications shall be in writing and signed by the parties.

2024 Insurance Contract Addendum

IN WITNESS WHEREOF, the duly authorized representatives of the CENTRAL LOCAL SCHOOL DISTRICT BOARD OF EDUCATION and the TEACHERS' ASSOCIATION OF THE CENTRAL LOCAL SCHOOLS have executed this Contract Addendum on the date set forth opposite their names.

Central Local School District Board of Education

Date: 5-28-24 By: _____

Date: _____ By: _____

Teachers' Association of Central Local Schools

Date: 5-28-24 By: _____

Date: 5-28-24 By: _____