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AGREEMENT

between the

WINDHAM BOARD OF EDUCATION

and the

WINDHAM TEACHERS ASSOCIATION

September 1, 2024 through August 31, 2027

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ARTICLE I – RECOGNITION

A. This Agreement is entered into between the Windham Board of Education (the "Board") and the Windham Teachers Association/OEA/NEA (the "Association" or "WTA"), as the representative of all certificated personnel employed under a regular teaching contract as regular full-time teachers and regular part-time teachers by the Board, excluding the Superintendent, Assistant Superintendent, Principals, Assistant Principals, School Psychologist and other Supervisors and Administrators whom the Board determines engage in any administrative work under an Administrative Contract. Except as otherwise provided herein, the Board recognizes the WTA as the sole and exclusive bargaining representative of such employees during the duration of this contract. All references to teachers in this Agreement shall mean a member of the bargaining unit.

ARTICLE II – WTA CONSTITUTION AND MEMBERSHIP LIST

The Association shall give the Treasurer of the Windham Exempted Village Schools a list of those teachers who are members of the organization, and provide a list of its officers by October 15 of each year and all changes in its officers during the school year.

ARTICLE III – NEGOTIATIONS PROCEDURE

A. The Board will enter into an agreement with the Association for purposes of establishing a negotiations procedure and then negotiating in "good faith" a professional salary schedule, fringe benefits, a grievance procedure, and other terms or conditions of employment.

B. INITIATING THE NEGOTIATIONS PROCEDURE: A written request for meeting will be submitted by the Association to the Superintendent, or by the Superintendent to the President of the Association, not later than March 15 of the year during which the Agreement expires.

C. NEGOTIATIONS MEETINGS: Meetings between the negotiating team of the Association and the Superintendent and/or his official designee(s) will be scheduled for a mutually satisfactory time within fifteen (15) days after the request for a meeting, unless a mutually satisfactory later date is agreed upon. The parties will exchange proposals, if any, at the first negotiations meeting. Thereafter, no new item will be introduced without the mutual consent of the parties. Negotiations shall be completed within sixty (60) days from the date of this meeting, unless there is a mutually agreed upon extension.

1. Pertinent data/supporting information, proposals, and counterproposals will be presented. Each in good faith, listens to the views of the other. Both sides agree to provide the other with data pertinent to areas that are the proper subject of negotiations and supporting information, within a reasonable time, in such form as it exists. The requesting party shall be responsible for the normal copying cost of such information.

2. Each negotiating team shall have not more than four (4) members and one (1) other professional negotiator, if desired.

3. Consultants may be used, if deemed advisable, by either party.

4. Each team is responsible for making periodic progress reports to the respective party they represent during negotiations. Said teams shall be accountable for the accuracy of this information. The Board may communicate with its teachers about negotiations upon the taking of a strike vote or rejection by the Association of the Board's final offer.

5. While discussions are in progress, any release prepared for the news media shall be jointly prepared by the parties until impasse is declared. Once impasse is declared, either party may provide information to the pubic regarding negotiations.

6. All proposals and counterproposals shall be presented in written form. This does not preclude exchanging and considering verbal proposals.

D. AGREEMENT

1. Tentative Agreements: As items are negotiated and agreement reached, said items shall be reduced to writing and signed by a representative of each team.

2. When the parties reach a contractual agreement, it shall be reduced to writing, signed by appropriate persons, and presented to the Board by the Superintendent and to the membership of the Association by its President. The respective negotiating teams shall recommend acceptance of the agreement to the parties they represent.

3. Adoption of the aforesaid agreement shall be accomplished by first submitting the proposed agreement to the WTA membership for its consideration. If ratified by the WTA, the proposed agreement shall be submitted for the consideration of the Board no later than fourteen (14) days after notification of ratification by the WTA.

4. Within thirty (30) days after this agreement is signed by the parties, a copy of the aforesaid agreement shall be provided to each party by the Board. The Board will provide an electronic PDF to each teacher.

E. DISAGREEMENT: In the event of a bargaining impasse, or if the parties have not reached an agreement within sixty (60) days of the first negotiations meeting, the teams shall report back to their respective parties for further advice and input. If no agreement is reached within sixty (60) days of the first negotiations meeting or if no agreement is reached thirty (30) days prior to the expiration date of the current contract, either party may request federal mediation.~~:~~ The parties shall join in resumed discussion in accordance with the rules and under the supervision of the Federal Mediation and Conciliation Services (FMCS). The assigned mediator shall have the authority to call the parties to the

negotiating table. Costs directly connected with the mediation provided by the FMCS (if any) shall be shared equally by the Board and the Association. This procedure constitutes the parties' mutually agreed dispute resolution process, and shall supersede the provisions of O.R.C. §4117.14, except that the Association retains the right to strike under O.R.C. §4117.14(D)(2).

F. All parties are obligated to deal openly and fairly with each other on all matters and to conduct such negotiations in "good faith," but such obligation does not compel either party to agree to a proposal or require the making of a concession. If a proposal is unacceptable to one (1) of the teams, that team is obligated to respond with a counterproposal or give reasons for its rejection of the proposal.

G. NEGOTIATIONS IN CLOSED SESSION: All negotiations sessions shall be in closed session with only members of the teams, and consultants, and others, as mutually agreed to between the teams present when the negotiations session is being held.

H. In this Article, "days" shall mean calendar days.

I. IN-TERM NEGOTIATIONS: The parties agree that the provisions of this Article shall be the negotiations procedures for any in-term negotiations which may occur between them, except that the initial meeting for such negotiations shall take place within fifteen (15) days of the request being made by the initiating party, except as mutually agreed in writing by the Association President and the Superintendent**.**

ARTICLE IV – GRIEVANCE PROCEDURE

A. The parties recognize that in the interest of effective personnel management, a procedure is necessary whereby the members of the bargaining unit can be assured of a prompt, impartial, and fair hearing on their grievances. Such procedures shall be available to all members of the bargaining unit, and no reprisals of any kind shall be taken against any member of the bargaining unit initiating or participating in the grievance procedure.

The primary purpose of this procedure shall be to obtain at the lowest administrative level, and in the shortest period of time, equitable solutions to grievances which may arise from time to time. Both the Board and the Association agree that grievance proceedings shall be handled in a confidential manner.

B. Failure to lodge a grievance within ten (10) days of becoming aware of the matter to be grieved, or within ten (10) days of when it could reasonably be assumed one should be aware of the matter to be grieved, or appeal within the established number of days, shall forfeit the right of the grievant to proceed with the grievance procedure.

C. DEFINITIONS

1. Grievance: A "grievance" is defined as a complaint involving an alleged violation, misrepresentation, or misapplication of a specific term of this Agreement.

2. Days: Actual working school days; provided, however, the grievance procedure shall be pursued during the summer recess, if necessary. If the grievance procedure is pursued during the summer recess, days shall mean days on which the school district office is open.

3. Grievant: The member or members of the bargaining unit making the complaint, or the Association when it files a grievance under the terms of this Agreement; where more than one (1) person is a grievant, each shall sign the grievance, if at all possible.

D. 1. Informal Procedure: A member of the bargaining unit with a grievance shall first discuss it with the Building Principal, or Immediate Supervisor, with the object of resolving the matter informally.

2. Formal Procedure

a. Step One: Filing Written Grievance

(1) If the informal procedure does not resolve the grievance, the grievant(s) shall file a written grievance with the Building Principal or Immediate Supervisor within seven (7) working days of the informal discussion.

(2) The written grievance shall be on a standard form supplied by the Board, and shall contain a concise statement of the facts upon which the grievance is based; and shall contain a reference to the section of the Agreement, the date of such occurrence, and the remedy demanded. A copy of such grievance shall be filed with the Superintendent and the Association President.

(3) Conference: A conference will be held between the grievant, his/her representative and the Building Principal or Immediate Supervisor. Such conference shall be held within seven (7) working days after the receipt of the conference request. The grievant(s) and the Association President shall be advised of the time, place, and date of such conference. At this conference, all parties shall make a sincere effort to resolve the problem.

(4) Principal's Decision: The Building Principal or Immediate Supervisor shall give a written decision on the written grievance within seven (7) working days of the conference. Copies of the

written decision of the Principal will be sent to the grievant(s), the Superintendent, and the Association President.

b. Step Two: Filing Written Appeal

(1) If the decision by the Building Principal does not resolve the grievance to the satisfaction of the grievant(s), the Association may appeal in writing to the Superintendent, with copies to the Association President. Failure to file such appeal in writing within seven (7) working days from the receipt of the decision of the Building Principal or Immediate Supervisor on said grievance shall be deemed a waiver of the right of appeal.

(2) Conference: A conference shall be held by the Superintendent within seven (7) working days after the receipt of the request. The grievant(s) and the Association President shall be advised in writing of the time, place, and date of such conference.

(3) Superintendent's Decision: The Superintendent shall make a decision on the appeal within five (5) working days after the conference. The written decision of the Superintendent and the reason for the decision shall be sent to the grievant(s), Association President, and the Building Principal or Immediate Supervisor.

c. Step Three

(1) If the grievant(s) is/are not satisfied with the decision of the Superintendent, the Association may file a demand for arbitration with the Superintendent. Within seven (7) working days, the Board and the Association shall request a list of thirteen (13) arbitrators from the American Arbitration Association (AAA). The arbitrator shall be selected by alternate strike method. The decision of the arbitrator shall be final and binding on both the Board of Education and the Association, except that either party may exercise rights granted under the Ohio Revised Code Chapter 2711.

(2) The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement. The arbitrator shall expressly confine himself/herself to the precise issues submitted for arbitration, and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

(3) The costs for arbitration shall be borne equally by the parties.

E. GENERAL PROVISIONS

1. So that the grievances can be processed as rapidly as possible, time limits at each level shall be considered as maximums. Time limits may be extended by mutual agreement.

2. It is understood that the parties agree that there will be no interruption of classroom instruction or activities in connection with any grievances arising under this Agreement except as mutually agreed. It is further understood that there will be no involvement of students throughout any steps of the grievance procedure except as mutually agreed, and for arbitration hearings.

3. In the event a grievance is filed or being processed on or after May 15, every effort shall be made to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

4. The grievant shall have the right to Association representation at all levels of informal and formal procedures. If the Association decides at any level of the grievance procedure that a grievance is without merit or that an equitable answer has been given to the grievant(s), it may withdraw its support. The grievant(s) may always seek, individually, further satisfaction of his/her grievance through normal administrative channels. He/she may not be represented by any other organization or group at any time. However, this grievance procedure shall in no way prohibit any individual from processing a grievance without the help of the Association.

5. The Board of Education agrees that the Association, as the sole and exclusive representative of the bargaining unit, shall be the only organized representative of said bargaining unit members in grievance proceedings.

6. Resolution of a grievance at any level shall apply to the stated grievance only and shall not prejudice either party.

7. The authorized forms regarding this grievance procedure are attached to this Agreement in Appendix E.

8. The Association may file a grievance if the subject matter involved concerns an alleged violation of this Agreement involving two (2) or more members, or on behalf of one (1) member with the written consent of said member.

9. Failure of the Board or its representative to meet timelines at Step One or Step Two allows the grievant to move to the next step.

10. If the Association and the Superintendent agree, Step 1, and/or Step 2 of the Grievance Procedure may be by-passed and the grievance brought directly to the next step. Class grievances involving more than one supervisor, and grievances

involving an administrator above the area supervisory level may be filed by the Association at Step 2.

ARTICLE V – LEAVES

A. PERSONAL LEAVE

1. Subject to prior approval of the Superintendent or his designated representative, a teacher shall be granted (3) unrestricted days in any school year. Employees shall not use unrestricted days during the first or last two (2) weeks of school OR to extend a holiday/school break except in an emergency situation or a once in a lifetime event, in writing to the superintendent. Except in emergencies, a written request on the form provided must be submitted to the Superintendent or the designated representative at least forty-eight (48) hours prior to the expected absence. The written request shall be approved by the Superintendent or the designated representative if the reason for the request is one of the following:

2. No more than five (5) teachers may take a personal leave on one (1) day.

3. Application for personal leave shall be submitted on the prescribed form and shall state a truthful and specific reason for the leave, when a reason is necessary.

4. Any unused unrestricted personal leave shall be transferred to accrued sick leave.

5. An employee may redeem for the amount of Seventy-Five Dollars ($75.00) per unrestricted day, any unused unrestricted day during the last full week of April. Any amount redeemed will be paid with the first pay in June.

B. SICK LEAVE

1. Each employee shall accumulate sick leave at the rate of one and one-quarter (1 ¼) days per month or fifteen (15) days each completed year of service. Maximum accumulation shall be three hundred (300) days. Employees may use sick leave upon approval of the responsible Administrative Officer or the employing unit, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and to illness, injury, or death in the employee's immediate family.

2. "Immediate family" is interpreted to mean mother, mother-in-law, father, father-in-law, brother, sister, wife, husband, children, foster children, grandparents, and grandchildren. Any individual(s) living in the same household, in permanent and domestic character under one (1) head of household, shall also be defined as a member(s) of the immediate family, if said individual(s) has/have been reported to the Board Treasurer on the proper form. The bargaining unit member shall be responsible for keeping this information current.

3. In the event of the death of a member of the bargaining unit member's immediate family, sick leave may be used. "Immediate family" for this purpose shall be defined as follows: mother, father, foster mother, foster father, mother-in-law, father-in-law, children, wife, husband, brother, sister, brother-in-law, sister-in-law, foster children, grandparents, grandchildren, uncle, aunt, niece, or nephew.

4. Two hundred (200) days of sick leave benefits may be transferred from another Ohio school district or public employing agency of Ohio to the Windham District, provided none of such accumulated sick leave has been converted to pay upon retirement.

5. Each full-time bargaining unit member shall be advanced five (5) days of sick leave credit at the beginning of the school year, if said member has absences due to illness for more than the total accumulated sick leave. If illness requires the employee to use the full amount of sick leave credit before the four (4) months of service have been completed, such bargaining unit member may not be lawfully advanced additional sick leave credit. The five (5) days advance is to be deducted from the future accumulation of sick leave credit the bargaining unit member earns on the basis of completed months of service under the provisions of the uniform sick leave law. Sick leave deficit shall result in equivalent unpaid days at the end of the scheduled workdays in the current school year.

6. The Superintendent shall require a bargaining unit member to furnish a signed statement, on the Absence Report of Employees Form furnished by the Board of Education, to justify the use of sick leave. If medical attention is required, a certificate stating the nature of the illness from a licensed physician may be required to justify the use of sick leave. Falsification of either this statement or a physician's certificate shall be grounds for disciplinary action. (Reference: O.R.C. §3319.141.)

C. MATERNITY LEAVE

1. Definition: A "maternity leave" is absence from school, without pay, by a teacher who is pregnant or has already given birth.

   The use of sick leave after the birth of a child is comparable to the use of sick leave for other medical reasons. Therefore, as soon as medical examination verifies that a teacher is medically able to come back to work, sick leave pay ends and maternity leave, without pay, shall become effective, unless there are other reasons that the employee is eligible to use sick leave.

2. Notification of Maternity Leave: A teacher who desires a maternity leave shall notify the Superintendent at least forty-five (45) calendar days in advance of the commencement of said leave, whenever possible. This notification shall be in writing and shall indicate the actual date for commencement of said leave.

3. Length of Maternity Leave: A maternity leave of absence shall end no later than the conclusion of the school year. If additional time is needed by the bargaining unit member, she may apply for a leave of absence, without pay, under child care leave.

4. Termination of Maternity Leave: Upon written request by the teacher to the Superintendent, a maternity leave of absence may be terminated prior to the original requested date at any time after the birth of the child under the following conditions:

   a. Teacher shall be declared eligible to return to regular duties when she submits a written medical certification signed by her physician that she is physically able to resume full-time employment.

   b. After re-employment eligibility has been determined, the Superintendent shall recommend reassignment to duty. It is understood that reassignment to duty, in all cases of maternity leave, shall be in accordance with the recommendation of the Superintendent and the needs of the school district, and that no employee will be placed in a position for which the employee is not qualified.

   c. Return to duty shall be guaranteed no later than the first workday of the next ensuing school year following the date the member is declared eligible for re-employment.

   d. A member returning from maternity leave shall be reinstated in the position, or an equivalent position, which was vacated.

   e. If a reduction in force (RIF) takes place while the teacher is on leave, the teacher's position is subject to the RIF policy, and paragraph 5 of this article may not apply. Seniority shall not accrue during a period of unpaid leave, but continuous service shall not be interrupted.

5. Insurance Coverage: All insurance coverage provided in this Agreement shall be continued for those who are on unpaid maternity leave, upon payment of the full premium by the teacher to the Board Treasurer, by the 25th day of each month, by cash, money order or certified check.

6. For teachers who do not have sufficient sick leave to cover the standard recovery period for their type of childbirth or whose sick leave balance will be exhausted by the end of that period, such teachers shall be eligible to request Sick Leave Transfer using the process described in Article XXII of this Master Agreement.

D. CHILD CARE LEAVE

1. Definition: A "child care leave" is absence from school, without pay, by a teacher (male or female) who is the parent of a natural-born or adopted pre-school age child.

Sick leave may be used for up to five (5) days of child care leave for fathers of a newly born child or parents of an adopted child.

2. Notification of Child Care Leave: A teacher who desires a child care leave shall notify the Superintendent at least forty-five (45) days in advance of the commencement of said leave, whenever possible. This notification shall be in writing and shall indicate the actual date for commencement of said leave.

3. Length of Child Care Leave: A child care leave shall consist of the remainder of the school year and may be extended one (1) additional school year if so desired by the parent, provided the request is made no later than March 1. However, in the case of an adoption, the leave shall consist of a longer or shorter period of time than the remainder of a semester, to any member of the bargaining unit who requests any number of days up to a minimum of six (6) weeks.

4. Termination of Child Care Leave

   a. Upon written request by the teacher to the Superintendent, and approval by the Superintendent, child care leave may be terminated at any time under the following conditions:

      (1) The reassignment of duty in all cases of a child care leave shall be in accordance with the recommendation of the Superintendent and the needs of the school district. No employee shall be assigned to a position for which the employee is not qualified.

      (2) Return to duty shall be guaranteed no later than the first workday of the next ensuing school year following the date that the Superintendent has received the written request from the teacher.

      (3) If a reduction in force (RIF) takes place while the teacher is on leave, the teacher's position is subject to the RIF policy, and paragraph 4 of this article may not apply. Seniority shall not accrue during the period of leave, but continuous service shall not be interrupted.

   b. Any teacher who adopts a child during the first semester of a school year shall notify the Superintendent in writing prior to April 1 of his/her intention to return to work the following school year or continue on child care leave. If the adoption occurs during the second semester, he/she shall notify the Superintendent as soon as possible, but no later than July 10, of his/her intention to return to work the following school year or to continue on child care leave.

   c. If a woman is on child care leave which is immediately following a maternity leave, she shall notify the Superintendent by April 1 of her intention to return to work the following school year.

d. A bargaining unit member returning from a child care leave shall be reinstated to the position which was vacated or reinstated to an equivalent position.

5. Insurance Coverage: All insurance coverage shall be continued for those who are on child care leave upon payment of the full cost of the insurance premium by the teacher to the Board Treasurer, by the 25th day of each month, by cash, money order or certified check.

6. When both spouses are employed by the Board, only one (1) spouse at a time is eligible for a child care leave of absence.

E. ASSOCIATION LEAVE: Leave shall be granted up to a maximum of nine (9) days' paid leave each year to attend OEA/NEA-related activities or to attend the Portage Area Schools Consortium Trustee meetings. The Association President shall determine which teachers are to apply and the occasions for which application shall be made, and shall present such request to the Superintendent two (2) weeks in advance, except in the case of an emergency. Association leave shall not be denied for attendance at the Spring OEA Representative Assembly, unless the allotted days have been exhausted.

F. ASSAULT LEAVE

1. A teacher who is required to be absent due to physical disability resulting from an assault which occurs in the course of Board employment while on duty on school grounds during school hours, or where required to be in attendance at a school-sponsored function, shall be eligible to receive assault leave. (Where the teacher has no unused sick leave, this condition will be waived.) Upon determination of eligibility by the Board, such leave shall be granted for not to exceed thirty (30) days, upon the teacher delivering to the Board Treasurer a signed statement on forms prescribed by the Board and maintained by the Treasurer. Such statement will indicate the nature of the injury, the date of its occurrence, the identity of the individual(s) causing the assault, the facts surrounding the assault, and willingness of the teacher to participate and cooperate with the Board in pursuing legal action against the assailant(s). If medical attention is required, the teacher shall supply a certificate from a licensed physician stating the nature of the disability and its duration.

2. If court action results, said teacher shall be granted leave of his/her professional duties and a qualified substitute provided, and no loss of pay for days in court.

3. In cases where legal action is instituted, the Principal shall attempt to obtain a list of the witnesses to the assault. The Principal shall promptly attempt to obtain a written report from the teacher and all the witnesses. These statements shall be signed, dated, and filed.

4. Full payment for assault leave, less Workers' Compensation and any other financial remuneration, shall not exceed the teacher's per diem rate of pay; and will not be approved for payment unless and until the form and certificate, as provided above, are supplied to the Treasurer. Falsification of either the signed statement or a physician's certificate is grounds for suspension or termination of employment under O.R.C. §3319.16.

5. When a teacher exhausts the assault leave, he/she may use sick leave. If sick leave and the assault leave provided for herein become exhausted, the teacher may apply for further assault leave. Whether such additional leave is granted shall be determined solely by the Board. Where the assaulted teacher becomes eligible for benefits under the State Teachers' Retirement System because of any disability or because of age, or where a teacher's employment by this district ceases, the leave provision shall no longer apply.

G. SABBATICAL LEAVE

1. Subject to the approval of the Superintendent and Board of Education, sabbatical leave may be granted.

2. Any bargaining unit member who has served continuously in the Windham Schools for a period of at least five (5) years, and who holds a Professional or Permanent Certificate, may be granted sabbatical leave for professional improvement for one (1) full semester or two (2) semesters, but not longer than one (1) school year.

3. If approved for sabbatical leave, the bargaining unit member shall receive one hundred percent (100%) of the difference between his/her scheduled salary amount and the amount paid to replacement teacher. Requests for sabbatical leave of absence shall be made at least ninety (90) days prior to the beginning of such requested leave. The applicant must be notified by the Board of the disposition of the request within forty-five (45) days of its receipt. Sabbatical pay shall be paid on the same payment periods and dates as other bargaining unit members.

4. The Board may approve a teacher's application for sabbatical leave, if all of the following criteria are satisfied:

   a. No more than three percent (3%) of the professional staff may be granted sabbatical leave during any school year.

   b. The application for sabbatical leave shall include a detailed plan of how the leave is to be spent, including an explanation of how it will improve the teacher's professional effectiveness within the district and will contribute to the teacher's professional growth.

   c. No sabbatical leave shall be granted unless the Superintendent approves the plan submitted with the application, determines that the sabbatical is in the

best interest of the district, and recommends approval of the requested leave to the Board.

d. Before beginning sabbatical leave, the bargaining unit member shall enter into a contract to return to active duty in the Windham Schools for a period of at least one (1) year after the expiration of such leave. A bargaining unit member returning from sabbatical leave shall be placed on the step of the salary schedule he/she would have attained had he/she remained in the Windham School System.

e. At the expiration of leave, the bargaining unit member shall be reinstated to his/her former assignment unless the position is not available. A meeting shall be arranged, after which the Superintendent shall recommend to the Board a new assignment in the best interest of the member and/or the school.

f. Sabbatical leave for professional improvement will not be granted to any bargaining unit member more often than once every five (5) consecutive years of service, nor will it be granted a second time to the same individual when other members of the staff in sufficient number to fill the quota for the period have filed a request for, and are waiting for, such sabbatical leave.

g. No sabbatical leave shall be granted unless there is available a satisfactory substitute.

5. The teacher may continue the insurance benefits provided in this Agreement upon payment to the Treasurer on a monthly basis, by cash, money order, or certified check, the cost for said benefits.

H. PROFESSIONAL LEAVE

1. The Superintendent may, at his sole discretion, authorize absences of bargaining unit members for professional purposes, with full pay, in any school year. The bargaining unit member shall make application for the authorization of such absences at least thirty (30) days in advance of the occurrence of such professional leave, except in extenuating circumstances.

2. The absence from school of a bargaining unit member who was officially authorized to attend a professional meeting, in accordance with this provision will be charged with professional leave. Professional leave is not accruable nor accumulative. It is only activated when, and if, the bargaining unit member is authorized to be absent for the purposes of attending professional meetings.

I. LEAVE FOR APPEARANCE IN COURT OR ON JURY DUTY: Certified personnel shall be granted court and jury duty leave during normal working hours, provided, however, that they are served with a lawfully issued subpoena for such court appearance

or jury duty. An employee will only receive court leave pay if the employee is subpoenaed for an appearance that is for a school related matter and only if the employee is not being subpoenaed for an appearance in which the employee or the Association is in a position that is adverse to the Board's position. Such court leave shall not be for the employee's personal or family matters. The employee shall notify the Superintendent immediately upon receipt of such subpoena, and provide a copy of such subpoena to the Superintendent at Board expense. There shall be no financial penalty attached to such service except that it be the agreement that whatever amount is earned in such capacity be returned to the Board of Education and that such employees be paid their regular salary by the Board. However, fees earned for jury duty or court appearances on an employee's day(s) off, or during the summer months, do not have to be remitted to the Treasurer of the Board. Such days shall not be deducted from any other leave days. Each employee shall make an earnest effort to have jury duty and court appearances scheduled during the school year postponed until the summer months.

J. UNPAID LEAVES OF ABSENCE FOR MORE THAN ONE (1) DAY

1. A leave of absence without pay may be granted upon the recommendation of the Superintendent and approval of the Board. A written request shall be submitted by the member at least one week prior to the date such leave is to begin. Each request shall be considered upon its individual merits.

2. The member granted such leave may continue to participate in the insurance program provided in this Agreement upon payment to the Treasurer on a monthly basis – by cash, money order, or certified check, - the full cost of said benefit premium.

K. UNPAID LEAVE OF ABSENCE FOR ONE (1) DAY

1. Employees who wish to have an unpaid day shall file a "Deduct Day" form with the Superintendent's office that will include the deduct day being requested. The employee is required to state the reason for the absence. Deduct day requests shall be for no more than one (1) day for emergency purposes only. Longer requests for unpaid days shall be made in accordance with Section J – Unpaid Leave of Absence.

2. The Superintendent will notify the employee whether their request has been approved or denied. The Superintendent may choose to meet with the employee before making a decision. The Superintendent's decision shall not be subject to the grievance procedure.

L. MILITARY LEAVE

1. Any certified/licensed employee in the United States Military Services shall be granted military leave in accordance with O.R.C. §5923.05. Should leave extend past one (1) month, he/she shall be paid the difference between what he/she receives

from the military and his/her per diem rate on his/her current teaching contract for an additional thirty (30) days.

2. Military Leave shall not be deducted from accumulated Sick Leave.

M. FAMILY MEDICAL LEAVE ACT (FMLA) LEAVE

All bargaining unit members hired prior to September 1, 2024, shall be provided with the provisions of the Family Medical Leave Act. All bargaining unit members hired after September 1, 2024, shall be provided with the provisions of the Family Medical Leave Act if they meet the hours and other requirements of the Act.

ARTICLE VI – RETIREMENT-SEVERANCE PAY

A. Any teacher of the Windham Exempted Village Schools who meets the eligibility requirements for retirement under Ohio law, and retires with ten (10) years' service in the district, shall be eligible to receive severance pay totaling one-fourth (1/4) of the amount of accumulated sick leave to a maximum of seventy-five (75) days.

B. Any teacher shall receive severance pay totaling ten percent (10%) of the amount of accumulated sick leave between one hundred eighty (180) days and the maximum contractual accumulation for the year he/she retires.

C. Such payment shall be made only once to any teacher. Payment for sick leave, on this basis, shall be considered to eliminate all sick leave accrued by the teacher at that time.

D. Any teacher's eligibility for retirement-severance pay shall be determined by the Board. This payment is to be made upon evidence of approval of retirement benefits by the appropriate retirement system, and verification from the teacher that the first check has been received.

E. The above payments shall be exempt from deductions except as provided by law.

F. Notwithstanding anything in this Agreement or Board policy to the contrary, the Board shall adopt a "Tax Deferred 403(b) Annuity Plan for Government Employees" Document (the "403(b) Plan") with terms that comply with the requirements of this paragraph F.

1. The terms of the 403(b) Plan shall be mandatory for any teacher actively employed on or after September 1, 2004, who would be entitled to severance pay and any retirement incentive bonus program, under Article VI, and/or any retirement incentive pay (if applicable), or, in the case of a retired/rehired teacher, resigns.

2. If a retiring teacher is a participant in the 403(b) Plan, an employer contribution shall be made on his/her behalf under the 403(b) Plan in an amount equal to the

amount of the Participant's severance pay in accordance with Article VI and any retirement incentive pay (if applicable).

3. The required contribution to the 403(b) Plan shall be made within the timeframe described in Article VI regarding the payment of severance pay and shall be made within the timeframe bargained regarding the payment of retirement incentive pay (if applicable); provided, however, that if the amount payable to the 403(b) Plan in the calendar year of retirement would exceed the maximum amount that is permitted under the applicable federal income tax law for that year, the remaining amount, the remaining amount that is permitted under the applicable federal income tax law for that year shall be contributed to the 403(b) Plan after the first payroll date in January of the next calendar year. Any remaining amounts shall be contributed to the 403(b) Plan, after the first payroll date in January of the next calendar year for five (5) calendar years after the teacher's retirement year to the maximum permitted under the applicable federal income tax law for each year.

4. A teacher who is a participant in the 403(b) Plan shall complete a 403(b) Plan sponsor enrollment package prior to retirement; and unless and until a teacher does so, no contribution of severance pay and/or retirement incentive pay shall be made to the 403(b) Plan on behalf of the teacher.

5. If a teacher is entitled to have a contribution paid to the 403(b) Plan and dies prior to such contribution being paid to the 403(b) Plan, the contribution shall be paid to a beneficiary of the teacher in accordance with the terms of the 403(b) Plan.

G. Any teacher who is entitled to severance pay and/or retirement incentive pay who is not an eligible participant in the 403(b) Plan will continue to be eligible for any and all severance payments and/or retirement incentive payments (if applicable) in accordance with Article VI and any retirement incentive language bargained. The teacher may elect to defer such payments to a tax-sheltered annuity that is tax qualified under Internal Revenue Code Section 403(b) [a "TSA"] as permitted by law and Board policy.

H. All contributions to the 403(b) Plan, all deferrals to a TSA and all check payments to teachers shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his/her sole discretion, determines is required by law. Neither the Board nor the Windham Teachers Association guarantee any tax results associated with the 403(b) Plan, deferrals to a TSA or check payments made to a teacher.

ARTICLE VII – VACANCIES, PROMOTIONS, TRANSFERS

A. VACANCIES

1. With respect to vacancies in the following positions, the administration agrees to post such vacancies for at least seven (7) days. During the summer months when

school is not in session, a notice of vacancies shall be emailed to the employees' school email address and posted on the District website.

a. Newly created positions, or restored positions, in the certificated staff.

b. Promotional openings (any positions where remuneration exceeds teacher's base salary schedule).

c. Positions arising as a result of deaths, resignations, terminations, retirements, openings as a result of transfers, and nonrenewal.

d. Supplemental contract positions.

e. Extended leave of absence (for a full school year) of a bargaining unit member.

2. The seven (7) day waiting period may be waived by the Superintendent, with the knowledge of the Association President, when, on account of unusual circumstances, a delay of filling a position might have a detrimental effect on the school system. In this circumstance, the vacancy will still be posted but with notification that the seven (7) day notice period is waived. Additionally, teachers who have notified the Superintendent of their request to transfer, as set forth in Section B of this article, shall be notified by phone of the vacancy.

3. The Superintendent shall determine whether said vacancy shall be filled and, upon compliance with Section A herein, shall have the sole right to fill all vacancies.

4. The Association President shall receive a copy of all postings as the vacancies are posted.

5. The posting shall include certification and qualifications.

B. <u>TRANSFERS</u>

1. Teachers wishing to transfer shall send a written request to the Superintendent indicating the reason for transfer and listing any building, subject, or grade preferences. Letters may be used to apply for specific openings that are announced.

2. For transfers initiated by the administration, a meeting shall be held between the affected teacher and the Superintendent or designee. At such meeting, an attempt will be made to explain the needs of the system and to consider the personal concerns of the teacher including his/her seniority and desires. However, the decision of the Superintendent or designee shall be final.

C. FILLING POSITIONS

1. In filling vacancies, the following factors shall be considered:

   a. Training and certification.
   b. Experience.
   c. Subject and district needs.

2. Each qualified member of the bargaining unit applying for a vacancy shall be interviewed.

3. Whenever possible, and consistent with the goals of the system, vacancies shall be filled from within the current full-time staff, with those requesting transfer to the vacant position having priority.

4. Whenever possible, the receiving Principal shall be involved in the staff selection process.

5. Teachers may withdraw a request for transfer any time prior to the written notification of transfer.

6. Section C, herein, shall not pertain to the filling of administrative positions.

ARTICLE VIII – WORKING CONDITIONS

A. Except as otherwise set forth below, the Board will comply with statutory requirements for issuing individual contracts. Each contract shall state:

1. Name of employee.

2. Name of school district and Board of Education employing said employee.

3. Type of contract (limited or continuing); if limited, for one (1) year, or number of years contract is to be in effect.

4. Employee agreement that he/she shall abide by the rules, regulations, and policies of the Board; and

5. Provision for signature and date of the signature of the employee.

Upon employment, a teacher who is ineligible for a continuing contract shall be issued no more than four (4) one-year limited contracts, and upon completion of the fourth one-year limited contract, if re-hired, such teachers will be issued two-year limited contracts.

The Board and Association agree that since the compensation of each employee is specifically defined under the terms and conditions of this Negotiated Agreement, the annual salary notice prescribed under O.R.C. §3319.12 is no longer required and the Board is relinquished from any duty to provide same. The Superintendent shall send each teacher a written notice before the first day of July stating the teacher's initial building and subject and/or grade level assignment(s), provided such notice shall not restrict the right to change assignment.

B. RESIGNATIONS: Members of the bargaining unit shall have the right to resign on or before July 10.

C. 1. The length of the teacher work year shall be one hundred eighty-two (182) days or equivalent number of hours. These days may be used for instructional, teacher records days and/or teacher in-service as determined by the administration. Any days after five (5) days or equivalent number of hours in which school is closed on a day it was originally scheduled to be open will be made up as determined by the Superintendent.

2. Calendar Committee

The parties shall convene a calendar committee which shall also be open to membership from OAPSE Local #770 as agreed between the board and OAPSE Local #770 to develop calendar options to be considered by the staff. The Calendar Committee shall operate as follows:

a. The Association shall appoint two (2) of its members from each building (i.e. KT, Junior High, and High School) to serve on the Committee. If the Association President is on the committee, then he/she shall be included as one of the two (2) members from that building. The Association President shall provide the Superintendent with the list of names of those serving.

b. Each building's representatives shall solicit ideas for a school year calendar from the membership in their respective buildings.

c. The Superintendent shall submit to committee members a list of date options for the initial meeting which shall occur not later than November 1. The initial meeting and all subsequent meetings shall be scheduled on dates at which the largest majority of Committee members can attend.

d. At the second meeting, the Superintendent shall present at least three (3) calendar options to the Committee for discussion and possible amendment by consensus.

e. Following any changes made to the calendar options presented at the second meeting, the Committee shall vote by majority rule on the two (2) calendars which will be presented to all employees in all representation groups for a

vote. The calendar which receives the highest total number of votes among the employees in all employee groups will be presented to the Board for adoption.

D. THIRTY-MINUTE LUNCH AND THE SCHOOL DAY: The length of the workday shall not be longer than seven and one-half (7 ½) hours including a thirty- (30) minute duty-free, uninterrupted lunch period. The administration may extend the workday beyond the seven and one-half (7 ½) hour day, ten (10) times per year. Such extension of the workday shall not exceed one (1) hour. The supervision of the student traveling to and from the lunch room shall not be done during the teacher's thirty (30) minute lunch period. During lunch, not more than one-third (1/3) of the teachers assigned to a building will be given permission to leave. Teachers who have legitimate appointments after school may be excused at the end of the student day after notifying the Building Principal. Early dismissal shall not interfere with contracted after-school obligations of teachers.

E. Workbook and class fees shall be collected at building offices after January 1 each year.

F. PLANNING TIME: Each teacher shall have a minimum of two hundred (200) minutes planning time per week.

G. PAYDAYS

Salary will be paid on the basis of twenty-four (24) equal pays on the tenth (10^{th}) and twenty-fifth (25^{th}) of each month to coincide with the payroll of all other employees. If a payday falls on a weekend or holiday, that payday shall be the last workday prior to the weekend or holiday. If a payday falls on a day that schools are scheduled to be closed, checks will be mailed the prior business day unless, at the employee's option, he/she elects to receive the paycheck at the scheduled workplace. If the payday falls on a calamity day, checks will be distributed on the next business day.

H. OPEN ENROLLMENT

Teachers who are not district residents wishing to have their children attend school in the district shall first apply using open enrollment. If a request for open enrollment cannot be approved, such student may apply using O.R.C. §3313.64.

I. CONFERENCES AND OPEN HOUSE

Conferences for parents/guardians shall be held on two (2) days, one (1) day in the Fall and one (1) day in the Spring. Since teachers are required to work all conference time scheduled by the district outside the normal teacher workday, the calendar shall include two (2) days which shall be counted as a contractual workday where teachers are not required to report to work.

Teachers participating in Open House activities will be relieved of the obligation of one (1) extended workday as described in Article VIII. D. above for each one (1) hour that the Open House is scheduled.

J. SAFE AND HEALTHY WORK ENVIRONMENT

The District Labor-Management Committee shall discuss issues deemed by the WTA members on the committee to be significant health and safety concerns with the goal of reaching a timely resolution on how to address concerns.

K. ADMINISTRATIVE SUPPORT

The District Labor-Management Committee shall discuss issues deemed by the WTA members on the committee to be significant student discipline concerns with the goal of reaching a timely resolution on how to address such concerns.

ARTICLE IX – INTERNAL SUBSTITUTING

The Board of Education recognizes that in most instances, a qualified substitute should be obtained to replace an absent teacher. When a regular teacher is required to assume a class of an absent teacher who did not report to work or left work, then he/she shall be paid at the following prorated rates per hour: $28.00 for the 2024-2025 school year; $29.00 for the 2025-2026 school year; and, $30.00 for the 2026-2027 school year.

School counselors and team teachers who are required to replace an absent teacher shall not receive any extra compensation beyond their regular pay. "Team teacher" is defined as a certified staff member regularly assigned to a classroom with another certified teacher for a given class period.

ARTICLE X – PERSONNEL FILES

A. The Board of Education shall maintain only one (1) personnel file on each teacher. Said personnel file shall be maintained in one (1) central location for each teacher. Grievances shall not be placed in said personnel file. Said file shall be open for inspection during regular office hours by the teacher by giving twenty-four (24) hour notice to the Superintendent or designee. Such inspection shall occur in the presence of an administrator. The file shall be maintained in a secure and private place and made available in accordance with Ohio's public records law.

B. Anything placed in the file shall be dated and identified as to source, except payroll records and routine financial information, shall be shown to the teacher prior to placement in the file. Said item shall be signed by the teacher, meaning only that the teacher has seen the item. Anonymous materials shall not be placed in any personnel file. Upon request, a bargaining unit member shall be provided a copy of any document contained in such personnel file, at his/her expense.

C. If a teacher and Superintendent or designee agree that there is adequate evidence that certain material in the teacher's personnel file is false, inappropriate or irrelevant, such material shall be removed from the file or corrected. In any case, if a teacher feels that the file contains information which is inaccurate, irrelevant, or incomplete, such teacher may attach a written statement to the disputed information in accordance with Ohio Revised Code 1347.

D. Evaluation or written complaints regarding a teacher's performance shall be placed in the personnel file, in the central office, within thirty (30) working days of a conference between the teacher, the Immediate Supervisor, and, if so desired by the teacher, a representative of the Association.

E. When a written complaint is made by a student(s) or the parent(s) of a student, or any other member(s) of the public concerning the conduct, service, character, or personality of a bargaining unit member which is deemed serious enough to become a matter of formal record, the member shall be informed of the complaint by his/her Principal. The teacher may, if he/she desires, attach a response to the written complaint.

F. When a Principal or other administrator finds it necessary to make a notation in a member's file which reflects adversely upon the member's conduct, service, character, or personality, he/she shall afford the member an opportunity to read such notation. The bargaining unit member shall acknowledge that he/she has read such notation by affixing his/her signature on the actual document filed, with the understanding that such signature does not indicate his/her agreement with its contents. The bargaining unit member shall also have the right to answer such notation, and his/her answer shall be attached to the personnel file.

G. A copy of the administrator's notation shall be given to the bargaining unit member.

H. Information relating to negative comments regarding teacher performance that is over five (5) years old shall not be used by the Board to adversely affect the contractual status of a teacher.

ARTICLE XI – EVALUATION

Scope and Purpose:

Definitions:

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

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

C. Evaluation Framework: The document created and approved by the Ohio Department of Education and Workforce ("DEW") that establishes the standards-based evaluation of teachers in accordance with Ohio Revised Code 3319.111(A)

D. Evaluation Instruments: The forms used by the teacher evaluator. The approved evaluation instruments are attached to this agreement in the Appendices

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

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

G. 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.

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

I. Improvement Plan: A detailed, written plan collaboratively developed between the teacher and evaluator, utilized solely when a teacher receives an evaluation rating of ineffective. The approved form for the improvement plan is attached to this agreement in Appendix H/M

J. Ohio Evaluation System (OhioES): The electronic system used by the district to report aggregate, summative teacher evaluation ratings to the Ohio Department of Education and Workforce ("DEW")

K. Ohio Teacher Evaluation System (OTES): The teacher evaluation system required by Ohio Revised Code 3319.111 and 3319.112

L. Poorly Performing Teacher: A teacher who receives an evaluation rating of ineffective for a period of no less than two (2) out of the last three (3) years under OTES 2.0

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

N. Teacher of Record: A teacher who is:

1. Responsible for assigning the grade to the student or is responsible for the daily instruction of a specific student; and,
2. Required to have the proper certification and/or licensure to teach the subject/grade level for which he/she has been designated "teacher of record"; and,
3. Responsible for at least fifty percent (50%) of a student's scheduled and attended instructional time within a given subject or course.

O. Teacher/Counselor Performance: The assessment of a teacher or school counselor, during the evaluation cycle, which is based upon the educator professional standards, and

reported using the rubric contained in Appendix A/I of this agreement.

Purpose:
The purpose of teacher evaluation is to use fair, objective, and reasonable practices to:

1. Advance the professional learning and practice of teachers individually and collectively in the school district
2. Inform instruction
3. Assist teachers and administrators in identifying, implementing, and supporting educational best practices that will provide the greatest opportunity for student learning and growth.

Application:

A. The teacher evaluation procedure contained in this agreement applies to the following employees of the district:
    1. Teachers working under a license issued under Ohio Revised Code 3319.22, 3319.26, 3319.222 or 3319.226 and who spend at least fifty percent (50%) of their time providing student instruction.
    2. Teachers working under a professional or permanent certificate issued under Ohio Revised Code section 3319.222, as it existed prior to September 2003, and who spend at least fifty percent (50%) of their time providing student instruction.

B. The district shall not conduct an evaluation for any teacher who:
    1. Will be on leave for fifty percent (50%) or more of the school year;
    2. Submitted notice of retirement, and such notice has been acted upon by the Board of Education, on or before December 1 of the school year in which they plan to retire;
    3. Is participating in the teacher residency program established by Ohio Revised Code 3319.223 so long as the teacher, for the first time, takes at least half of the performance-based assessments prescribed by the State Board of Education for resident educators;
    4. Is a substitute teacher.

II. Standing joint Committee for Teacher Evaluation

The association and board agree to establish a standing joint evaluation committee. This committee will establish the policies, procedures, and processes, including the evaluation instrument and determination of HQSD, for the evaluation of teachers in the district and to regularly review the effectiveness of the aforementioned items.

A. Committee Composition:
    1. The committee shall be comprised of 5 association members (elementary, junior high, high school, SPED, and elective) appointed by the association president and 2 members appointed by the superintendent/designee. In addition, each party may appoint up to one ad hoc non-voting member to assist and/or attend committee meetings.
    2. Committee members shall serve for the length of the contract.

3. After the association member's term, or removal therefrom, the association president shall appoint a successor.

B. Committee Operation:

1. Members of the committee shall receive training in all aspects of OTES, the standards for the teaching profession, HQSD, and teacher of record prior to service on the committee. The cost, if any, shall be borne by the board of education.
2. The committee shall be chaired jointly by a committee member of the association and a committee member appointed by the superintendent
3. The committee shall establish, by mutual agreement, a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks. The calendar of committee meetings shall be published internally to all bargaining unit members.
4. The committee agenda shall be developed jointly by the co-chairpersons of the committee
5. All decisions of the committee shall be achieved by consensus
6. At each initial committee meeting, the committee shall develop the ground rules by which the committee shall operate
7. At each meeting, the committee shall select an individual to act as the official scribe for that meeting. All notes and official minutes, if any, shall be stored and available to members of the committee, association president, and district superintendent electronically within 3 days following each meeting of the committee
8. Members of the committee shall receive release time for committee work and training during the contractual work day OR if training and meetings are held outside of the contractual work day, committee members shall be paid 23.50 per hour
9. The committee may establish subcommittees to assist with their work
10. Subcommittees shall be jointly appointed by the district superintendent and association president
11. The committee shall be authorized to utilize a consultant (e.g. educational consultants, software consultants, trainers, etc.) as it deems appropriate. The cost, if any, shall be borne by the Board of Education

C. Committee Authority

1. The committee shall be responsible for jointly developing, reviewing and recommending the policy, procedures, and processes, including the evaluation instrument, for teacher evaluation.
2. The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment
3. The Board and the Association shall bargain, during regular contract negotiations, all elements of the teacher evaluation procedure and these negotiations shall be satisfactorily completed prior to the implementation of the evaluation procedure or prior to any modification or amendment of same. Any agreement that is achieved through said negotiations shall be subject to ratification of both parties

4. If either party wishes to consider any change, deletion, or additional to the evaluation procedure or process, including the evaluation instruments, during the term of the agreement, it shall discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or process, including the evaluation instrument then said recommendation shall be subject to ratification of both parties.

D. Secretarial Support

1. The district shall provide secretarial support and assistance to the committee. Responsibilities shall include note taking, copying, committee meeting notifications, communications, distribution of materials and other duties as needed

III. Evaluators

Qualifications and Assignment:

A. Each evaluator shall be an employee of the district, must hold at least one (1) administrator certificate/license under section 3319.22 of the Ohio Revised Code and shall be credentialed at the time of any walkthrough, observation or evaluation

B. A teacher's evaluator shall be assigned, and the teacher shall be notified of the assignment in writing, no later than September 15, or in the case of a new teacher hired after that start of the school year, within thirty (30) days of the first day employed. Staff may be contacted via electronic mail.

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

1. The evaluator shall be the teacher's immediate administrator
2. In the event a teacher performs work under more than one (1) administrator, only one (1) administrator shall be designated as the evaluating administrator
3. Should an unforeseen emergency arise, a new evaluator will be assigned to the teacher
4. Upon request of the teacher, the teacher shall be assigned a new evaluator if documentation shows the evaluator has discriminated against the teacher or made false claims against the teacher.

D. In assessing a teacher's performance, evaluators shall not make judgements, or otherwise discriminate, based on a teacher's age, length of service, gender, gender identity, gender expression, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership, or union activism.

IV: Orientation and Professional Development

Professional Development:

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

B. No later than September 15 of each year, the board shall provide training on the

components of the teacher evaluation procedure, including the calibration of evaluation ratings, the evaluation Standards for Ohio Educators, rubrics, tools, processes, methodology, and the use of High Quality Student Data (HQSD)

C. Evaluators:
   1. Before beginning the evaluation process for any bargaining unit member, the assigned evaluator shall be required to have successfully completed the state-mandated evaluator credentialing or recredentialing training and have passed said assessment
   2. The evaluators shall be given written instructions on the purpose, mechanics, and dimensions of the evaluation process
   3. Written instructions for evaluators shall be supplemented by specific group evaluation instrument training to familiarize evaluators with the process and instrument to assess teacher performance
   4. Updates to written instructions and group professional development shall occur as needed each year prior to the start of the first teacher professional development day in August
   5. Evaluators who fail to pass re-credentialing or recalibration will be prohibited from evaluating teachers for the evaluation cycle.

D. Teachers:
   1. Each teacher shall be given electronic instructions on the purpose, mechanics, and dimensions of the evaluation procedure, including the code of professional conduct and rubrics on which the evaluation is based
   2. Written instructions shall be supplemented by specific group evaluation instrument training to familiarize teachers on how the evaluation instrument is designed and will be utilized
   3. Written instructions and group evaluation instrument training shall be presented to the teachers not later than September 15, or in the case of a new teacher hired after the start of the school year, not later than thirty (30) days after employment with the district

E. Joint Training on Evaluation Instrument
   1. Before the beginning of each evaluation cycle, the board shall provide joint training at the August professional development days to administrators and teachers which ensures functional awareness and understanding of all standards and rubrics, processes, forms, and tools used in the evaluation procedure.

Funding for Orientation, Professional Development and Training:

The board shall provide annually for orientation, professional development and training to support the teacher evaluation system. The financial resources to support the professional development shall be provided for, in priority order:

1. Teachers designated to an improvement plan. The evaluator and teacher shall jointly identify training, classes, resources, etc.
2. All other teachers not identified above
3. All requests for professional development dollars shall be submitted to the district superintendent, including the cost of the professional development. If the request is denied,

the superintendent shall provide to the teacher, in writing, the reason for the denial within five (5) working days.

V: Evaluation Structure and Procedures

Schedule of Evaluation

A. No teacher shall be subject to more than one (1) evaluation cycle per school year
B. The evaluation cycle shall be completed no later than May 1 and the teacher shall receive the final written report of the cycle, including the assigned evaluation rating, not later than May 10th.

Criteria for Performance Assessment

A. A teacher's performance shall be based on the Ohio Educator Standards/Code of Professional Conduct and rubrics for teaching and the criteria set forth in the evaluation instruments included in Appendix A-O of this contract.
B. Teacher performance shall be based on the evidence provided by the teacher and on the formal observations and walkthroughs by the teacher's assigned evaluator.
C. A teacher may provide evidence to the credentialed evaluator to support and inform an accurate reflection of the evaluation factors being evaluated. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, professional education organization work, education awards, and student work samples. All evidence presented shall be included in the report and will be considered in the evaluator's assessment of the teacher.
D. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher
E. No misleading, inaccurate, untimely, undocumented, or unsubstantiated information may become part of a teacher's performance assessment. All results and conclusions of performance assessments shall be documented and supported by evidence collected by the evaluator.
F. In implementing performance assessments, the district shall conduct all assessments so as to observe the legal and constitutional rights of teachers; and no teacher performance information shall be collected by video or audio devices without the express, written consent of the teacher being evaluated.
G. The district will not use video/audio evidence submitted to the DEW by the resident educator as evidence to assess teaching performance.
H. No teacher shall be required to complete a self-assessment (e.g. OTES self-assessment form)

Observations:

A. Schedule of Observations
    1. The board shall perform two (2) formal observations in a year in which the teacher is on an evaluation cycle. Each formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least three (3) weeks between formal observations. The first formal observation shall be

completed no later than December 15. The second formative observation shall be completed no later than May 1.

2. The board shall perform a minimum of three (3) formal observations during the evaluation cycle in any school year in which the board may wish to declare its intention not to re-employ a teacher under Ohio Revised Code 3319.11. The observation schedule shall comply with (a) above and the third formal observation shall occur at least fifteen (15) working days following the second post-observation conference. The third formal observation shall be completed no later than May 1.
3. One (1) formal observation, which shall consist solely of a walkthrough lasting not more than twenty (20) minutes and a professional growth plan shall occur in a year in which a teacher is not on an evaluation cycle.
4. Teachers shall not receive a formal observation on a day before or after the following: the administration of standardized testing, a holiday, any school break of more than two (2) consecutive calendar days, or any leave of absence of more than three (3) days.
5. A teacher may request a formal observation by March 1 in writing and will occur within twenty-five (25) days of the written request, in addition to those required by this procedure.
6. All formal observations shall be announced.

B. Observation Conferences

1. A pre-observation conference shall occur between the evaluator and the teacher not less than three (3) working days prior to each formal observation. A post-observation conference shall be held after each formal observation. The post-observation conference shall take place not more than 10 working days following the formal observation. Teachers shall be given the opportunity to provide evidence, which must be utilized to inform the evaluator's rating in all areas of the observation and shall include a discussion of the progress being made on the teacher's professional growth or improvement plan
2. The evaluator shall provide the teacher with copies of all written documentation including but not limited to notes, scripts, artifacts and evidence collected during the formal observations and walkthroughs if requested.

Walkthroughs:

A. A walkthrough is a formative assessment process that focuses on one (1), but not more than two (2), of the following components which results in brief written note(s) or a summary:

1. Evidence of planning
2. Lesson delivery
3. Differentiation
4. Resources
5. Classroom environment
6. Student engagement

7. Any other component of the standard for Ohio Educators and rubrics approved for teacher evaluation.

B. Walkthroughs will not occur on a holiday (e.g. Halloween) or the day before or after an extended break (e.g. winter break, spring break)

C. The walkthrough shall be at least 5 consecutive minutes, but not more than 10 consecutive minutes in duration, except for the single walkthrough conducted during a year in which the teacher does not receive a full evaluation cycle, which shall be limited to not more than twenty (20) minutes.

D. The teacher shall be provided a copy of the walkthrough form no later than two (2) work days following the walkthrough. All scripted and anecdotal documents relative to the walkthrough will be available upon request

E. At the request of the teacher, a formal debriefing shall occur no later than two (2) work days after the walkthrough form is received to discuss observations with the evaluator

F. No more than 2 walkthroughs shall be conducted in each evaluation cycle

G. Walkthroughs shall not disrupt the learning environment in the classroom

H. Teachers may request a walkthrough at any time prior to April 15th

High Quality Student Data (HQSD)

A. Each evaluation shall contain two (2) measures of high quality student data (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD. Those who teach multiple grades/subjects will narrow to one (1) grade/subject to be evaluated on.

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

1. When utilizing a vendor assessment, the district shall assess the financial impact on the budget and provide a copy to the association president not less than sixty (60) days prior to board consideration
2. The evaluation committee shall provide a recommendation to the superintendent and association president on the use of a proposed vendor assessment prior to submission to the board of education. The committee may ask for the vendor to make a presentation to the committee
3. All new vendor assessments shall be piloted for up to one (1) year prior to being used as a source of HQSD, subject to the following:
    1. Participation is voluntary
    2. All teachers and credentialed evaluators will be trained on the vendor assessment at the beginning of the pilot
    3. Teachers participating in the pilot shall be provided release time to train, meet and reflect on the vendor assessment
    4. The committee shall provide a recommendation whether to implement the vendor assessment as HQSD to the superintendent and association president by the end of the pilot

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

1. Knowledge of the students to whom the teacher provides instruction

2. The teacher's use of differentiated instruction practices
3. Assessment of student learning
4. The use of assessment data
5. Professional responsibility and growth

D. No evaluation factor shall be impacted by student performance on a test or tests

E. HQSD shall not be aggregated to provide "shared attribution" among teachers in a district, building, grade, content area or other group. However, data may be shared to provide services to students.

Professional Growth and Improvement Plans

A. Professional growth and improvement plans shall be developed as follows:
   1. Teachers whose evaluation rating is accomplished shall develop a self-directed plan for continuing professional growth.
   2. Teachers whose evaluation rating is skilled shall develop a professional growth plan collaboratively with his/her credentialed evaluator
   3. Teachers whose evaluation rating is developing shall develop a professional growth plan with their assigned evaluator, pursuant to the terms of this agreement.
   4. Teachers whose evaluation rating is ineffective shall develop a professional improvement plan with their assigned evaluator, pursuant to the terms of this agreement. The improvement plan shall include:
      1. Specific, measurable instructional practices to be observed
      2. Specific, evidence-based resources, and assistance to be provided
      3. Clearly articulated timelines for the completion of the plan; and
      4. Monetary, time, material and human resources sufficient to realize the expectations set forth in the plan. AND
      5. Shall utilize the form found in Appendix H/M of this agreement
      6. If a teacher and evaluator are unable to agree on the evaluator's expectations for the improvement plan, the teacher may request a teacher/mentor coach or other mutually agreed upon teacher of the district to facilitate further discussion between the teacher and the evaluator toward development of the improvement plan

B. The board shall provide professional development, mentoring/coaching, the allocation of financial resources to accelerate teacher growth and improvement; and support to poorly performing teachers

C. Professional growth and improvement plans shall be aligned to the teacher's evaluation and may include one (1) component of the district or building level improvement plan.

D. No improvement plan or professional growth plan will have more than two (2) achievable goals per evaluation cycle

Mentor Teacher for Teachers on an Improvement Plan

A. The district shall provide teachers on an improvement plan with a trained mentor teacher who is not the credentialed evaluator. The mentor teacher shall be provided release time to allow for consultations and/or observations with the teacher.

B. Role of the Mentor Teacher:
   1. The mentor teacher shall possess continuing contract status

2. The mentor teacher shall not have a formal evaluation role. The mentor's role is to support the growth of the teacher through formative tools and practices.
3. The mentor teacher shall have extensive knowledge of a variety of classroom management and instructional techniques
4. The mentor teacher shall have demonstrated the ability to work cooperatively and effectively with the professional staff members

C. Release Time/Compensation:

1. Each mentor teacher shall be granted release time for mentoring activities. Release time shall be separate from any other release time covered under this agreement and shall be coordinated by the building administrator.
2. In addition to the mutually agreed upon release time, each mentor teacher shall receive a stipend of five-hundred (500) dollars for each mentee. The stipend is to be paid on the first pay in June.

D. Protections:

1. Other than a notation that a teacher provided additional service as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of his/her evaluation
2. A mentor teacher shall not be requested or directed to make any recommendation regarding the continued employment of the teacher and/or advancement through the resident educator program.
3. No mentor teacher shall be requested or directed to divulge information from the written documentation or confidential mentor/mentee discussions.
4. All interaction between the mentor teacher and the teacher shall be regarded as confidential. Any violation of this tenet by the mentoring teacher shall constitute grounds for immediate removal from the role as mentor teacher, no stipend given and no information provided by the mentor shall be used in the evaluation of the teacher
5. At any time, the mentor teacher or the teacher may exercise the option to have a new mentor teacher assigned to the teacher. This option may be exercised one (1) time.
6. No data collected through the Ohio resident educator program or mentor program shall be used in the teacher performance evaluation rating or for high-stake employment decisions.
7. If there are no volunteers from the bargaining unit who expresses interest for the position of mentor, the superintendent shall direct a qualified bargaining unit member to the position for no more than one (1) year as mentor. Involuntary assignment by the superintendent shall occur not more than once every three (3) years for a specific bargaining unit member.

Finalization of Evaluation

A. Written Report: Before the evaluation cycle is final, and not later than May 10, a copy of the evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator. The teacher shall have the right to make a written response and to have it attached prior to it being placed in the teacher's personnel file. A copy,

signed by both parties, shall be provided to the teacher.

B. Completion of Evaluation Cycle:

1. The summative evaluation rating shall be based upon a preponderance of the evidence, assessed in a holistic manner that is aligned to the Ohio Educator Standards. Only evidence gathered during the walkthroughs, formal observations and pre and post conferences that are conducted for the current school year may be used
2. The evaluation shall acknowledge, through the gathered evidence, the performance strengths of the teacher evaluated as well as performance deficiencies, if any.
3. The elevator shall note evidence of all information used to support the conclusions reached in the formal evaluation report.
4. The evaluation report shall be signed by the evaluator and the teacher to verify notification to the teacher that the evaluation shall be placed on file. The teacher's signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report.
5. The evaluation report shall be completed, signed by both parties, and files with the superintendent no later than May 10
6. Any teacher who receives an evaluation rating of "accomplished" shall not be subject to another full evaluation cycle until the third school year following the rating, unless it is determined in writing that the teacher is not making progress on their professional growth plan
7. Any teacher who receives an evaluation rating of "skilled" shall not be subject to another full evaluation cycle until the second school year following the rating.
8. Upon request, teachers shall be given copies of all information and documents obtained through the evaluation process

C. Ohio Evaluation System (OhioES): The use of OhioES or any other teacher evaluation electronic reporting and/or storage system shall be done in such a way as to comply with B above and with the assurance that the name of, or any other personally identifiable information is not transmitted outside of the district.

School Counselors:

1. In order to evaluate school counselors, the district will use DEW Ohio school counselor evaluation system (OSCES) rubric and forms and follow the relevant/applicable timelines, processes and procedures related to the OTES process (see article above) in completing the evaluations. All forms for counselors are found in appendix I-O
2. Observations: No formal or informal observations shall be done during a one on one student counseling session to preserve confidentiality between the student and counselor

Appendices Overview:

Teachers:

1. Appendix A: Teacher evaluation rubric
2. Appendix B: Walkthrough form
3. Appendix C: Final evaluation-full evaluation

4. Appendix D: Final evaluation-rating carried forward
5. Appendix E: Pre-conference planning-OPTIONAL
6. Appendix F: Self-Assessment-OPTIONAL
7. Appendix G: Professional Growth Plan
8. Appendix H: Improvement Plan

Counselors:

1. Appendix I: Counselor evaluation rubric
2. Appendix J: Informal Observation form
3. Appendix K: Counselor Final Summative Rating
4. Appendix L: Professional Growth Plan
5. Appendix M: Improvement Plan
6. Appendix N: Pre/Post Questions-OPTIONAL
7. Appendix O: Self-Assessment-OPTIONAL

ARTICLE XII – FAIR DISMISSAL

A. CONTRACT TERMINATION: Contract termination shall be in accordance with O.R.C. §3319.16. Any challenge to a termination shall be limited to the process set forth in O.R.C. §3319.16. There shall be no right to challenge a termination through the grievance process.

B. JUST CAUSE: No bargaining unit member shall be disciplined, reprimanded, or suspended for disciplinary reasons without just cause. Just cause does not apply to suspensions resulting from a reduction in force.

C. NONRENEWAL OF LIMITED CONTRACT

1. No teacher may be non-renewed until the procedures set forth in this article are followed.

2. If Superintendent intends to recommend nonrenewal of a limited contract teacher, he/she shall give the teacher a written letter outlining his/her intent and the reasons for such action by May 1st. In the case of a teacher whose limited contract may be recommended for nonrenewal, the teacher in question must have been evaluated in accordance with the evaluation procedure set forth in Article XI (Evaluation).

3. Any teacher found deficient shall be given the stated deficiencies, recommendations for improvement, afforded administrative assistance, and evaluated again.

4. Any teacher given an intent to non-renew shall be afforded a hearing with the Board in executive session.

5. The nonrenewal procedures contained in this Article are exclusive and supersede any and all nonrenewal procedures contained in the Ohio Revised Code.

D. NONRENEWAL OF SUPPLEMENTAL CONTRACTS

Supplemental Contracts expire at the end of their term and do not need to be nonrenewed.

E. NONRENEWAL OF LIMITED TEACHING CONTRACTS FOR PROBATIONARY EMPLOYEES WHO HAVE BEEN EMPLOYED FOR ONE (1) YEAR OR LESS

1. Limited contract teachers who have been employed for one (1) or fewer years, and shall be notified in writing by the Superintendent by May 1st that they will not be recommended to the Board for rehiring for the next school year. Prior to May 10th, and prior to Board action on their contract, such teachers will notify the Board of their intent to meet with the Board in executive session with representation or to decline this meeting. The Board must grant this request and schedule the meeting prior to contract nonrenewal. Teachers whose contracts are nonrenewed shall receive written notice from the Board not later than June 1.

2. This nonrenewal procedure for teachers who have been employed for one (1) or fewer years supersedes all provisions of O.R.C. 3319.11, and related statutes, and such teacher(s) shall have no right to challenge said nonrenewal pursuant to O.R.C. 3319.11, or in any other legal forum, including the grievance procedure, or in any administrative procedure under law, except to the extent that the provisions of Article XI (EVALUATION) have not been followed.

ARTICLE XIII – ASSOCIATION RIGHTS AND MANAGEMENT RIGHTS

A. ASSOCIATION RIGHTS

1. The Association's rights as representative of the teachers, are those rights specifically set forth in this Agreement.

2. The Association shall have the right to use the bulletin boards in teacher lounges, and to use the internal school mail, as well as to use copy machines and other similar district equipment.

3. The Association shall have the same rights to notice of and attendance at Board meetings as are granted to other organizations by the Board policy adopted to implement the provisions of the Public Meeting Law. The Association shall be provided with the agenda in advance of regular Board meetings. The Association President shall be sent one (1) copy of approved Board minutes.

4. Association representatives shall be permitted to meet with teachers during their lunch or planning time, so long as there is no disruption of school or interference with a teacher's regularly assigned duties.

5. The Association shall be permitted to use school facilities for Association meetings.

6. During the opening day meeting, the Association shall be permitted to conduct a business meeting not to exceed sixty (60) minutes in length.

7. The Association shall be provided sixty (60) minutes of time during the New Employee Orientation prior to the start of the year and shall be notified of the date of such Orientation at least thirty (30) days prior to the meeting. For employees hired after the start of the school year, the Association shall be provided sixty (60) minutes during such employee's New Employee Orientation.

8. The Association shall be provided the name and contact information, including personal email if provided, for each new employee, as soon as is practicable, but not less than two (2) business days after such information is provided by the new employee.

B. MANAGEMENT RIGHTS: The Board of Education, on its own behalf and on the behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Ohio and/or of the United States, except as specifically and expressly limited by the terms of this Agreement and Ohio statutes; and then only to the extent such specific and express terms of this Agreement are in conformance with the constitution and laws of the State of Ohio, and the rules and regulations of the State Board of Education, and the Constitution and laws of the United States.

C. SENIORITY: A seniority list, by certification/licensure and assignment, as well as a Full Seniority List that also includes evaluations and comparability ratings shall be given to the Association President no later than October 15th of each year. Bargaining unit members and/or the Association have ten (10) working days to notify the Central Office of any errors on either list. At the close of this ten (10) day correction period, the Full Seniority List shall be posted in the Central Office and shall be deemed correct for the duration of the fiscal year.

ARTICLE XIV – BOARD POLICY BOOK

The current Board Policy will be available online on the school district's website.

ARTICLE XV – REDUCTION IN FORCE

A. REDUCTION

If the Board determines to effect a planned reduction in the number of teachers, it may implement a reduction in force for the following reasons:

1. Decreased enrollment of pupils.

2. Decrease in the school district's revenues.

3. Return to duty of regular teacher after leave of absence.

4. Suspension of schools or territorial changes affecting the school district.

B. METHOD OF REDUCTION

1. Attrition: The number of teachers affected by a reduction in force (RIF) shall be kept to a minimum by not employing replacements for teachers who die, retire, resign, are terminated (O.R.C. §3319.16), or whose contracts are not renewed. The employment of replacements for some positions may be necessary in the event that teachers in the system do not possess the necessary certification.

2. Reduction in Force

a. In the event further reduction in staff is considered necessary by the Board of Education, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent of Schools. In making these recommendations, the Superintendent must reduce first bargaining unit members on limited contracts and then bargaining unit members on continuing contract within areas of certification/license.

(1) Limited contract teachers shall be reduced first utilizing the following order:

(a) Certification/Licensure within the affected teaching field.
(b) Comparable evaluations as defined in this Agreement.
(c) When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field being the first to be suspended.

(2) Should the necessary reduction of teaching positions exceed the number of limited contract teachers in the affected teaching field, continuing contract teachers shall be reduced utilizing the following order:

(a) Certification/Licensure within the affected teaching field.
(b) Comparable evaluations as defined in this Agreement.
(c) When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field being the first to be suspended.

3. Comparability

a. All teachers receiving a rating of accomplished will be comparable to other accomplished teachers. Those teachers receiving a rating of skilled will be comparable to other skilled teachers. Those teachers receiving a rating of developing will be comparable to other developing teachers. Those teachers receiving a rating of ineffective will be comparable to other ineffective teachers.

b. Using the exclusive criteria in this provision, the District will establish the order in which members' contracts are suspended and will recall members in reverse order.

c. For teachers who are not subject to OTES, comparability will be determined by the Superintendent.

d. A list shall be prepared for all teachers according to certification, contract status, and seniority within all areas of certification for each teacher. This list shall be maintained and updated each November 1.

e. In the event of a RIF, the Board shall issue a formal statement listing the positions to be affected by the RIF.

f. A RIF list shall be prepared by applying the following steps until all necessary reductions have been accomplished.

(1) First, teachers who will leave the district by reason of retirement, resignation and approved leave of absence, or a nonrenewal of contract.

(2) Second, the least senior certificated teacher(s) from the position(s) to be affected in keeping with the certification and seniority list.

(3) In order to effect the reduction of the least senior teachers, the Board shall consider all requests for voluntary transfers prior to instituting a RIF.

g. A teacher who is to have his/her contract suspended as a result of a RIF shall be given written notification of the Board's intended action no later than ten (10) days prior to the Board's intended action.

h. At least ten (10) days prior to any Board action, and in no event not later than April 30, the Board shall provide the Association President with written notice, including the reason, of its intent to implement a RIF.

i. Prior to the Board's action on RIF, the Association shall be given the opportunity to address the Board in an executive session for the purpose of presenting, both orally and in writing, its views on the proposed RIF.

j. A RIF shall be implemented by attrition and by suspension of contracts according to the provisions of this article.

k. The Board shall send written notice of layoff by certified mail, return receipt requested. Alternatively, the Board may have the layoff notice(s) personally delivered to the teacher.

C. SENIORITY

Seniority shall be determined by the length of continuous service in the Windham Exempted Village School District. Among those with the same period of continuous service, seniority shall be determined by:

1. The date of the Board meeting at which the teacher was hired; or if necessary,

2. The date on which the teacher submitted a completed job application; and, if still a tie,

3. Total teaching experience; and, if still a tie,

4. The decision of the Superintendent.

For purposes of RIF, the total period of continuous service time will be equal to the total number of active teaching years, which excludes leaves of absence.

The continuous service of a teacher who has returned to employment following resignation or other termination of employment will be measured from the date of return.

No retire-rehire plan teacher shall have RIF protection.

D. RECALL

1. All teachers whose contracts are suspended as a result of a RIF program shall be placed on a list stating years of continuous service to the district, contractual status, and subject(s) certified to teach.

2. A teacher on the RIF list shall be offered reinstatement to the positions for which certified at the time of the RIF, or for which he/she becomes certified while on layoff, as set forth on said RIF list, as positions become available and in keeping with the certification, contractual status, and seniority provisions of the RIF list (inverse order – last suspended/first reinstated). It is the responsibility of the

teacher to notify the Board in writing, on or before March 1, of any additional area(s) of certification.

3. The Board shall give written notice of an offer of re-employment by sending a registered or certified letter to said teacher at his/her last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with an offer of re-employment or other notice to the teacher. If a teacher fails to accept an offer of re-employment in writing within ten (10) days, or within four (4) days if the offer is delivered to the last known address of the teacher within ten (10) days prior to the start of a school year or semester, from date said offer is delivered to the last known address of the teacher, said teacher shall be considered to have rejected said offer and shall be removed from the RIF list.

4. A teacher on the RIF list shall, upon accepting an offer of re-employment, return to the system with the same seniority, accumulation of sick leave days, and salary schedule placement as the teacher would have received in the year following contract suspension.

5. No teachers new to the district shall be employed until all certified teachers on the RIF list have been offered reinstatement to the positions, in accordance with the provisions of this section.

6. If a teacher on the RIF list accepts full-time employment elsewhere, he/she shall immediately so notify the Superintendent and shall be removed from the RIF list, and have no further recall rights.

E. GENERAL PROVISIONS

1. A teacher who has been released shall, if he/she desires, be placed on the substitute list and be given preferential consideration as a substitute teacher. However, employment as a substitute shall not disqualify that teacher from placement or continued placement on the RIF list.

2. A teacher affected by a RIF shall remain on the RIF list for twenty-seven (27) months from the last day of work in the school year.

3. A teacher who has not been recalled by April of the final year of recall rights shall automatically be nonrenewed. However, recall rights shall extend until the end of the twenty-seven (27) months of recall rights.

4. Both the seniority list and the RIF list shall be made available to the Association President.

5. Nothing contained herein shall abridge the Board's right to nonrenew a limited contract teacher in accordance with O.R.C. §3319.11, or to utilize the procedures provided for in O.R.C. §3319.17.

6. This article shall take precedence over any rights to assignment conferred by other articles of this contract. Vacancies shall be filled by recall rather than the procedures set forth in Article VII (Vacancies, Promotions, Transfers).

7. Days herein shall be calendar days.

ARTICLE XVI – INSURANCE

The Board of Education shall provide the following fringe benefits:

A. Term life insurance in the face amount of fifty thousand dollars ($50,000), with carrier to be selected by the Board. The Board to pay one hundred percent (100%) of the monthly cost of this coverage.

B. Hospitalization, surgical and major medical coverage shall be provided, with the Board paying eighty-eight percent (88%) of single and family coverage for all current employees, and all members will pay twelve percent (12%) for insurance in 2024-2025. Hospitalization, surgical and major medical coverage shall be provided, with the Board paying eighty-seven percent (87%) of single and family coverage for all current employees, and all members will pay thirteen percent (13%) for insurance in 2025-2026 and 2026-2027. (See Appendix F).

C. Prescription drug insurance shall be provided, with the Board paying eighty-eight percent (88%) of single coverage and eighty-eight percent (88%) of family coverage for all current employees in 2024-2025. Prescription drug coverage shall be provided, with the Board paying eighty-seven percent (87%) of single and family coverage for all current employees, and all members will pay thirteen percent (13%) for coverage in 2025-2026 and 2026-2027. The carrier and coverage are to be selected by the Board. (See Appendix F). Prescription card co-pay to be $10/$15/$30 and by mail to be $20/$30/$60 (3 months).

D. Dental insurance shall be provided with the Board paying eighty-eight percent (88%) of single coverage and eighty-eight percent (88%) of family coverage for all current employees in 2024-2025. Dental insurance shall be provided, with the Board paying eighty-seven percent (87%) of single and family coverage for all current employees, and all members will pay thirteen percent (13%) for insurance in 2025-2026 and 2026-2027. (See Appendix F).

E. Vision Insurance

Vision insurance will be available to all employees. The employees will pay 100% of the premium cost.

	Frequency	Monthly Premium	
		Employee Only	Employee + Family
Eye Exam	12 months	$8.61	$23.79
Frame	12 months		
Lens	12 months		

F. The Board of Education is to select the carrier or carriers.

G. If the Board changes its insurance from the present insurance policies, it shall provide plans which provide comparable or better benefits.

H. Employees newly hired in the district shall be deemed eligible for insurance coverage only at such times that they are full time, i.e. when their contract entitles them to the line item salary in full at their place on the salary schedule, unless otherwise revised by state or federal law.

I. Comprehensive Major Medical Plan, Portage County Consortium (See Appendix F)

1. As part of this program the employee is responsible for out-of-pocket expenses as per the insurance plan.

2. The plan as administered will have a maximum out-of-pocket of $1,000/$2,000-in-network and $2,000/$4,000 out-of-network per calendar year.

3. The employee shall be responsible for his/her out-of-pocket expenses incurred under the CMM plan.

J. The Board shall fund an HRA plan of up to Two Hundred Fifty Dollars ($250.00) for a single plan and Seven Hundred Fifty Dollars ($750.00) for a family plan. (Appendix G.)

K. The Board will provide a stipend of Two Hundred Fifty Dollars ($250.00) for each employee completing VHR and Biometric Screening as part of a wellness program by February 1st each year.

To comply with the Affordable Care Act, the Board also proposes the MEC Plan to be set forth in Appendix I.

ARTICLE XVII – DUES/PAYROLL DEDUCTIONS

A. A teaching employee may, through the Association, authorize payroll deduction for WTA and affiliated dues, as an exclusive right of the Association, as the exclusive representative. Said deductions shall be made by the Treasurer from the second pay of each month beginning with October, consistent with the following:

1. Each bargaining unit member who has not submitted the required dues to the Association shall be give an opportunity to submit a Payroll Deduction Form to the

Board Treasurer by the end of the first week of school or within twenty (20) workdays if the employee is hired after the first workday of the school year. The Payroll Deduction Form shall continue to be effective from year to year. The Board Treasurer shall have the form prior to making deductions.

2. The deduction shall be made equally, each semimonthly paycheck, commencing the first pay in October through the last paycheck in May.

   In the event a bargaining unit member severs employment or cancels their membership outside of the cancellation period defined in this Agreement, the District Treasurer shall deduct all owed and remaining dues from the employee's next check immediately following such written notification.

3. Each bargaining unit member may also authorize deductions for the OEA Fund as part of the individual unit member's dues. This authorization shall be made on a Payroll Deduction Form and submitted to the Board Treasurer.

4. Deductions shall continue each year automatically unless withdrawn. Withdrawal of authorization for payroll deduction for Association dues must be in writing to the Association and the Board of Education between August 1 and September 1 but does not negate the obligation to pay the dues to the Association. The Association shall forward to the Board Treasurer and to the employee, by October 1 of each year, the amount to be deducted for that year. A bargaining unit member may cancel his/her membership outside of the window designated herein but shall be responsible for all remaining dues and assessments of the current membership year, defined as September 1 through August 31, and by such cancellation acknowledge that he/she is foregoing any rights specifically reserved to members of the Association.

5. All monies deducted for such purposes shall be transmitted to the Association by electronic transfer to an account designated by the Association not more than five (5) days following the collection. Accompanying each deposit notification will be a complete listing of the names of the members for which a payroll deduction was made.

B. The Treasurer shall make deductions for the following as authorized by the employee:

1. Annuities
2. Credit Union
3. United States Savings Bond
4. State Teachers' Retirement System (STRS)
5. Withholding Taxes
6. 403(b) and/or 457 Accounts

ARTICLE XVIII – PROFESSIONAL DEVELOPMENT PROGRAM

The Board of Education shall appropriate for each fiscal year, a sum of Sixteen Thousand Dollars ($16,000.00) for professional development to teachers for earned college credit, subject to the following conditions:

A. The teacher shall have taught in the Windham Exempted Schools for a minimum of three (3) years.

B. The college course must be taken in education, in or toward an area or additional area(s) of certification permitted by the State Department of Education, or in the specific discipline as currently certified.

C. Teachers desiring such payment for professional development must meet with the LPDC, and receive the approval of the LPDC and the Superintendent on the appropriate form provided for this purpose, prior to enrolling in the college course. Correspondence courses and distance learning courses shall be approved for purposes of reimbursement. Members not required to seek LPDC approval for course work will have courses approved by the Superintendent.

D. Teachers shall submit written proof in the form of an official transcript of completed credit at an accredited university/college, with a "C" or better grade or a pass or pass/fail, to the Superintendent by September 15. Should the official transcript not be available by September 15, official notice of grades shall be acceptable until the transcript is available.

E. All applications for tuition reimbursement shall be turned in by September 15. No application shall be approved for more than twelve (12) semester hours or the equivalent quarter hours per annum. The total amount of money shall be divided by the total amount of approved quarter hours, plus semester hours converted to quarter hours, of all applicants.

F. Teachers qualifying for such payment for professional development shall receive it in accordance with the procedures established herein at the maximum rate of two hundred twenty-five dollars ($225.00) for each approved semester hour, or equivalent successfully completed, not to exceed twelve (12) semester hours or equivalent annually per teacher, provided the preceding provisions of this section have been met.

G. The payment is to be payable in a single sum in a separate check, with the last pay of October.

H. Each teacher receiving payment for professional development under this section, prior to his/her receipt of such pay, shall agree that he/she will teach in this district for at least one (1) full school year following receipt of such payment for professional development. If such teacher fails to teach in the Windham School District for the required period, the amount of such payment for professional development received during the prior school year shall be deducted from said teacher's final pay.

I. The application form is attached hereto as Appendix D.

ARTICLE XIX – BOARD PICKUP OF EMPLOYEE CONTRIBUTIONS TO THE STRS (SALARY REDUCTION AND RESTATEMENT)

In accordance with the Internal Revenue Service Rulings 77-462, 81-35 and 81-36, the Association and the Board agree that the Board shall contribute to the State Teachers' Retirement System (STRS), in addition to Board's required employer contribution, an amount equal to the employee's contribution to the STRS in lieu of payment of said amount to each employee, and that such amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary or hourly rate otherwise payable to each employee.

A. The dollar amount to be "picked up" by the Board of Education:

1. Shall be credited to the STRS as employee contributions under the authority of Ohio Attorney General Opinion 82-097;

2. Shall be included in computing an employee's final average salary for STRS purposes and in reporting teacher-authorized credit information to financial institutions;

3. Shall not be reported by the Board as subject to current federal and state income taxes; and

4. Shall not be reported by the Board as subject to city income taxes.

B. Each employee will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pickup" in combination with other tax-deferred compensation plans.

C. For purposes of this provision, an employee's total annual salary and/or salary per pay period shall be the salary specified in salary schedule for each school year of this Agreement. The total annual salary and/or salary per pay period shall be payable by the Board in two (2) components: 1) deferred salary and 2) cash salary.

1. Deferred Salary: An employee's deferred salary shall be equal to that percentage of said employee's total annual salary and/or salary per pay period which is required by the STRS to be paid as an employee contribution by said employee.

2. Cash Salary: An employee's cash salary shall be equal to the employee's total annual salary and/or salary per pay period less the amount of the deferred salary for said employee, and shall be payable to said employee subject to applicable payroll deductions. The Board's total expenditures for employee's salaries as specified in the salary schedule for each school year of this Agreement and its employer contributions to the STRS shall not be greater than the amounts the Board would have paid had this provision not been in effect.

D. The Board shall compute and remit its employer contributions to the STRS based upon the employee's total annual salary and/or salary per pay period.

E. An addendum to each employee's contract or salary notice (for hourly employees) currently in effect shall be prepared/distributed which states:

1. That the employee's contract salary or hourly rate is being restated as consisting of a cash salary and deferred salary which is equal to the amount of the employee's contribution to the STRS being "picked up" by the Board on behalf of the employee;

2. That the Board will contribute to the STRS, an amount equal to the employee's required contribution to the STRS for the account of each employee; and

3. That life insurance, sick leave pay, assault leave pay, supplemental pay, extended service pay, Workers' Compensation benefits, Unemployment Compensation benefits, or any other compensation or benefit which is indexed to or otherwise determinable by reference to the employee's rate of pay, shall be calculated upon the combined cash salary and the deferred salary of the employee.

F. Contracts and salary notices for members of the bargaining unit shall comply with the provisions of this section.

G. It is understood and agreed by the Board and the Association that in future negotiations for salary purposes, the total amount of the base salary as set forth in the salary schedule shall be considered the gross salary of the teacher.

ARTICLE XX – CONTRACT MAINTENANCE

A. ENTIRE AGREEMENT CLAUSE: Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. This contract constitutes the entire contract between the parties and it supersedes all prior and contemporaneous understandings (written or oral) not specifically incorporated herein.

B. WAIVER OF NEGOTIATIONS: The parties acknowledge that during the negotiations which resulted in this contract, each had the unlimited right and opportunity to make demands and proposals in any subject within the scope of negotiations. The understandings and agreements arrived at by the parties, after the exercise of the right, constitute the entire contract between them, and settles all demands and issues on all matters within the scope of negotiations.

The Board and the Association shall voluntarily waive, during the life of this Agreement, negotiation rights, and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter irrespective of whether such matter or subject is specifically referred or covered in this Agreement, except as otherwise provided herein.

C. CONFLICT WITH THE LAW CLAUSE: If, during the term of this contract, there is a change in any applicable state or federal law, or rule or regulation adopted by the State Department of Education, concerning mandatory subjects of bargaining which requires the Board of Education to develop policies that change terms or conditions of employment, then the parties will meet to negotiate the affected term(s) or conditions(s) within thirty (30) days. All remaining provisions shall remain in full force and effect.

If any provision of this Agreement, or any application of this Agreement, to the Board, the Administration, the Association, or to any bargaining unit member is found to be contrary to law following a final and binding court decision after all appeals and/or timelines for appeal have expired, all other provisions of this Contract shall remain in full force and effect and only such provision or application shall be deemed invalid except to the extent permitted by law and until such time as the parties can meet to negotiate provisions which are in conformity with the applicable laws in accordance with the provisions of Article II.

D. SUPREMACY OF AGREEMENT: This Agreement shall supersede all conflicting laws as well as all policies, rules, regulations, or practices of the Board which are specifically restricted by this Agreement, except as otherwise specified in O.R.C. §4117.10(A). Further, all policies and practices of the Board shall be amended so as to give full force and effect to this Agreement.

ARTICLE XXI – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. Purpose

A Local Professional Development Committee (LPDC) shall be established to perform the functions required by Section 3319.22 of the Ohio Revised Code and the administrative rules adopted under that statute. In general, the LPDC will oversee and review professional development plans for course work, continuing education units and other equivalent activities that are to be used for license/certificate renewal as specified in the law.

B. Committee Composition and Selection

1. The committee shall be comprised of seven (7) members as follows:

   a. Teachers: four (4)

   b. Administrators: three (3)

2. The four (4) teachers shall be appointed by the Association. The three (3) administrators shall be appointed by the Superintendent.

C. Term of Office

The term of office for members serving on the committee shall be three (3) years.

1. Three (3) teachers shall be appointed for a two (2) year term and one (1) teacher members shall be appointed for a three (3) year term. Two (2) administrators shall be appointed for a two (2) year term and one (1) administrative members shall be appointed for a three (3) year term. Each appointment, if renewed, shall be for three (3) years.

2. Replacements shall be appointed no later than May 15 of each school year.

3. Terms shall run from July 1 to June 30.

4. Committee members unable to complete their term may withdraw by notifying the LPDC chairperson in writing. A replacement shall be appointed by the Association or the Superintendent, respectively, and the replacement shall serve out the term of the resigning member.

D. Committee Officers

At its initial August meeting the LPDC shall elect a teacher and an administrator to serve as co-chairs to serve a one (1) year term. A secretary will be elected to serve a one (1) year term.

1. The responsibilities of the co-chairs are to conduct LPDC meetings, communicate information to members of the LPDC, represent the LPDC at meetings of other stakeholder organizations and ensure vacancies on the LPDC are filled in accord with the selection guidelines.

2. It is the responsibility of the secretary to maintain and distribute minutes of action taken during LPDC meetings, make public a notice of the LPDC meeting schedule and notify applicants of acceptance/resubmission/denial status of individual professional development plans and/or proposals for credit.

E. Committee Responsibility

The committee's responsibility shall include, but not be limited to, approval of individual professional development plans to be used for license/certificate renewal. The committee shall also have the responsibility for preapproval of all activities, CEU and course work that is to be used for license/certificate renewal.

The LPDC shall have no authority to make any decision contrary to any provision of the Negotiated Master Agreement. The LPDC shall have no authority to make any decision requiring the expenditures of funds without the prior approval of the Superintendent.

F. Meetings

The LPDC shall meet once within the first thirty (30) days of school and at other times as it may determine, adopt such policies as are required by law for providing notice of

meetings of committees of public bodies and comply with the laws governing the operation of such committees.

1. A quorum shall consist of no less than three (3) members appointed by the Association and two (2) members appointed by the Superintendent.

2. Additional meetings may be convened by a quorum of the committee members.

G. Decision Making

1. Decisions shall be made by a majority vote of the committee members present.

2. In the event of a tie vote, the issue will be considered at the next meeting.

3. Voting records shall be recorded as accepted, returned for clarification, or denied.

H. Training

Members of the LPDC shall be afforded the opportunity to attend training on the purposes, responsibilities, functions and legal requirements of the LPDC. Such training will be on release time, if possible, and shall be subject to professional leave.

I. Compensation

LPDC members shall be paid One Thousand Five Hundred Dollars ($1,500) per year for committee work.

J. Appeals Process

The LPDC shall, by majority vote of its membership, establish an appeals process in its Plan of Operation. The appeals process shall comply with all laws and regulations governing the operation of the LPDC. Appeals shall be submitted in writing to the LPDC within ten (10) contract days after receipt of the denial.

K. Plan of Operation

The LPDC shall develop all necessary forms, guidelines, operating procedures and publications necessary to implement the functions required by Section 3319.22 of the Ohio Revised Code and this Master Agreement. Individual Professional Development Plans (IPDP) submitted by administrators to the LPDC shall be reviewed by majority of administrators on the LPDC. The Plan of Operation and any future amendments to the Plan must be approved by both the Superintendent and the WEA President.

L. Professional Advancement Credit Program

The LPDC shall assume and perform the duties of administering the Professional Advancement Credit Program as provided in Article 16.1.

ARTICLE XXII – SICK LEAVE TRANSFER

A. When a teacher or a member of his or her immediate family has a catastrophic illness or injury requiring prolonged hospitalization or recovery and has exhausted all of his or her accumulated sick leave and additional days are still needed, then he or she may request that the additional days be transferred from other teachers with accumulated sick leave.

The teacher seeking additional sick days shall supply a physician's statement to the Treasurer's office indicating a catastrophic illness. The teacher seeking additional sick days shall supply a HIPPA waiver only for the purpose of supplying the physician's statement.

B. Teachers willing to transfer sick days shall so indicate by signing up on a list maintained at the Treasurer's office. Teachers transferring sick days are limited to the transfer of only one (1) sick day per transfer session. Once a teacher has signed up to transfer sick leave days, his or her name shall remain on the list until he or she opts out. No sick days are actually transferred until a teacher requesting the transfer, as defined in paragraph A, requests the additional days. In transferring days, the Treasurer shall first transfer one day from the teacher with the highest accumulated leave and shall continue down the list from highest to lowest accumulated leave.

C. Any employee transferring sick leave days shall not be permitted to deplete his or her own sick leave accumulations below thirty (30) days.

D. The number of transferred days shall not exceed the number requested or the number of days missed.

ARTICLE XXIII – SALARY SCHEDULE

A. The base salary for the year covered by this agreement is as follows:

2024-2025	$39,434 (3%)
2025-2026	$40,617 (3%)
2026-2027	$41,835 (3%)

B. Employees shall be paid exclusively in accordance with the index and salary schedules contained in Appendix A-1 through A-4 of this Agreement.

C. Newly hired teachers shall be placed on the salary schedule in accordance with the requirements of O.R.C. §3317.13.

D. SALARY TRAINING COLUMN ADVANCEMENT

Each bargaining unit member who has completed training which would qualify for movement to a higher salary column shall file with the Board Treasurer satisfactory evidence of the completion of such additional training by September 15 or by the Friday before the January regular Board meeting. The Treasurer shall then immediately place the employee in the proper salary column pursuant to this section and O.R.C. §3317.13. In accordance with O.R.C. §3317.14, the employees' contract shall be amended to reflect the change in salary placement.

E. EXTENDED DAYS

In recognition of the additional time required to complete the necessary paperwork and other related duties prior to the start of and/or after the conclusion of the regular teacher work year, the Board shall compensate extended days for the following employees as follows:

a.	School Counselor(s)	10 Days
b.	Speech-Language Pathologist	10 Days

Further, no extended days shall be paid to employees without negotiation with the Association.

Note: The parties agree that the librarian's schedule will be adjusted for the term of the 2024-2027 agreement to allow for one-half (1/2) of each day without students to do administrative tasks in the library.

F. SUPPLEMENTAL CONTRACTS

All supplemental contracts will be paid as a percentage of Step 1 of the base salary (BA-1) as described in Appendix C.

ARTICLE XXIV – PERFORMANCE/ATTENDANCE INCENTIVE

If total days missed (sick, personal, dock) by all teachers is three percent (3%) or less of all days possible in the school year, all teachers will be given a $500.00 performance/ attendance incentive stipend. Stipend will be paid with the first pay in July.

ARTICLE XXV –PROPERLY CERTIFIED OR LICENSED TEACHERS

As used in this Article, "properly certified or licensed" means a classroom teacher who has successfully completed all requirements for certification or licensure applicable to the subject area and grade levels in which the teacher provides instruction and the students to whom the teacher provides the instruction. The Board will not employ any classroom teacher to provide instruction in a core subject area to any student, unless such teacher is a properly certified or licensed teacher.

ARTICLE XXVI – TEACHER ON SPECIAL ASSIGNMENT

The position of teacher on special assignment has been established for the purpose of addressing specific needs of the District which are of a temporary nature. The position may be expected to exist for a period of from one (1) semester up to two (2) full years.

For the purpose of this Contract, all provisions are deemed to apply to the position with the following exception:

Any member returning from special assignment in the District shall be assigned to the same position held, including the same building and subject area, prior to the special assignment, unless the member seeks and obtains a new position elsewhere in the District.

Teacher on special assignment shall continue to be placed on the WTA salary schedule with respect to years of service earned and may remain a member of the WTA.

The Superintendent/designee will annually notify any member on special assignment and the Association of the status of the assignment, including the member's rights under this Article.

ARTICLE XXVII – DISTRICT LABOR-MANAGEMENT COMMITTEE

A. The Board and the Association hereby agree to establish a District Labor-Management Committee (DLMC) to confer on issues of mutual concern.

B. The purpose of the Labor-Management Relations Committee shall be to aid in communications between the Board and the WTA and to resolve issues that may arise in order to promote a positive working relationship. Its procedures shall consist of informal discussions aimed at clarifying issues and utilizing a problem-solving approach where needed. The discussions held by this Labor-Management Relations Committee shall not be construed as negotiations.

C. To aid in increasing the effectiveness of the DLMC process, not more than once per year, either party may request that the participants receive training from FMCS on the process and its utilization. Such training shall be held during the workday. The parties may, as a product of the training, request FMCS provide a facilitator for a subsequent meeting to assist.

D. The DLMC shall consist of representatives of both the Association and the Board. The Superintendent shall designate up to three (3) members of Administration, including the Superintendent, to serve on the DLMC. The Association President shall designate up to three (3) representatives, including the Association President to serve on the DLMC. The Superintendent or his/her designee and the Association President or his/her designee shall chair the Committee on alternate meetings.

E. The parties agree to hold DLMC meetings after the workday on at least a quarterly basis, which shall not be canceled except where school has been canceled on that day or in cases of emergency. In such cases, the meeting will be rescheduled as soon as is possible. By mutual agreement, the parties may agree to hold additional meetings of the DLMC which will be scheduled as soon as practicable.

F. Arrangements are to be made in advance and an agenda shall be developed based on submissions by both parties. Matters taken up at the meeting shall be limited to those included in the agenda, except by mutual agreement.

ARTICLE XXVIII – RESIDENT EDUCATOR PROGRAM

A. PURPOSE

The Resident Educator Program for beginning teachers will provide Ohio's newest educators with coaching, mentoring, and guidance that are critical to improving their skills and knowledge and student achievement during the two (2) year Resident Educator Program.

B. LEAD MENTOR

1. The District will have a Lead Mentor to oversee the Resident Educator Program if the number of Resident Educators in the District in any give school year is five (5) or more.

    a. A Lead Mentor should have National Board, Master Teacher, or Lead Teacher designation if possible.

    b. Applicant for the Lead Mentor Position must submit application to the Superintendent by May 1st for the next school year.

2. Duties of Lead Mentor

    a. Assignment of Mentors in conjunction with current building administrators.

    b. To coordinate the District Resident Educator Program as developed by ODEW.

c. Keep Superintendent and/or designee informed of all activities involving the Resident Educator Program.

d. Monitor the Resident Educator and mentor's interactions and offer support and assistance when the need arises.

3. The Lead Mentor shall be paid six percent (6%) of the BA base.

4. The Lead Mentor shall be granted release time to attend Resident Educator training sessions.

C. MENTOR

1. Qualifications

a. Preference will be given to those with Master Teacher, National Board Certification, or Lead Teacher designation. Selection will be in accordance with the ODEW guidelines.

b. The mentor teacher must be trained in accordance with ODEW requirements.

2. Selections

A mentor teacher shall be assigned to a Resident Educator with certification/licensure in the same grade level or subject area, wherever possible. Should no mentor be available in the area of the certification/licensure, the Superintendent may assign a mentor from within the grade level or subject area most closely related to that of the Resident Educator.

3. Responsibilities

The mentor teachers do not have a formal evaluative role. The mentor's role is to support the growth of the Resident Educator as an instructional mentor though formative assessment tools. All interactions, written or oral, between the mentor and teacher shall remain confidential.

4. Release Time

Each mentor teacher shall be granted release time (at least the equivalent of two (2) days) to work with the Resident Educator. Release time shall be separate from any other release time covered under this Agreement and shall be coordinated by the Superintendent or designee. Each mentor shall be granted release time to attend the necessary training which shall be paid for by the District.

5. Compensation

a. The maximum number of Resident Educators a mentor teacher may have is two (2) per year.

b. The District will pay all training fees required for mentors to receive the mandatory ODEW state mentor training.

c. Mentor teachers shall receive a stipend of four percent (4%) of the base.

D. RESIDENT EDUCATOR

1. Each Resident Educator is expected to be actively involved in the Resident Educator Program designed by ODEW.

2. The Resident Educator shall be provided release time not to exceed two (2) days per year for the purpose of observing classes, meetings with the mentor, attending recommended workshops, assessment preparation, etc. The days may be used in quarter (1/4) day increments and shall be coordinated with the building principal.

3. The evaluation procedure(s) contained in this Agreement shall take the place of the observations originally contained in the state's Resident Educator Program for all Resident Educators.

E. PROTECTIONS

At any time, either the mentor teacher or the Resident Educator may exercise the option to have a new mentor assigned. The mentor and the Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to the exercise of the option and no prejudice or evaluation is to be given such change. Further, the mentor shall NOT be asked or required to provide any evaluative feedback on the Resident Educator or asked to make any recommendations regarding re-employment or renewal of the Resident Educator's contract, nor shall either person offer or be solicited for their opinion(s) on the re-employment or renewal of the Resident Educator's contract.

ARTICLE XXIX – DURATION AND INTENT OF AGREEMENT

A. This Agreement and the appendices hereto constitute the whole agreement between the Windham Board of Education and the Windham Teachers Association; and shall become effective at 12:01 a.m. on September 1, 2024, and shall continue in full force and effect until midnight (12:00 a.m.) August 31, 2027 .

B. IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first mentioned above.

For the Windham Teachers' Association

Date

For the Windham Board of Education

Date

APPENDIX A-1

WINDHAM TEACHERS ASSOCIATION
INDEX

Step	BA	BA+15	MA	MA+20
1	1.00000	1.05200	1.15600	1.20800
2	1.05200	1.10400	1.20800	1.26000
3	1.10400	1.15600	1.26000	1.31200
4	1.15600	1.20800	1.31200	1.36400
5	1.20800	1.26000	1.36400	1.41600
6	1.26000	1.31200	1.41600	1.46800
7	1.33800	1.39000	1.49400	1.54600
8	1.39000	1.44200	1.54600	1.59800
9	1.44200	1.49400	1.59800	1.65000
10	1.49400	1.54600	1.65000	1.70200
11	1.54600	1.59800	1.70200	1.75400
12	1.59800	1.65000	1.75400	1.80600
13	1.65000	1.70200	1.80600	1.85800
14	1.65000	1.75400	1.85800	1.91000
15	1.65000	1.75400	1.91000	1.96200
16	1.65000	1.75400	1.91000	1.96200
17	1.70000	1.80400	1.97000	2.01200
18	1.70000	1.80400	1.97000	2.01200
19	1.70000	1.80400	1.97000	2.01200
20	1.75250	1.85650	2.03250	2.06450
21	1.75250	1.85650	2.03250	2.06450
22	1.75250	1.85650	2.03250	2.06450
23	1.80750	1.91150	2.09750	2.11950
24	1.80750	1.91150	2.09750	2.11950
25	1.80750	1.91150	2.09750	2.11950
26	1.86250	1.96650	2.16000	2.19450
27	1.86250	1.96650	2.16000	2.19450
28	1.86250	1.96650	2.16000	2.19450
29	1.91450	2.01850	2.21500	2.24950
30	1.91450	2.01850	2.21500	2.24950

WINDHAM SALARY SCHEDULE
EFFECTIVE 2024-2025

Base	$	39,434						
Step	BA		BA+15		MA		MA+20	
1	$	39,434	$	41,484	$	45,585	$	47,636
2	$	41,484	$	43,535	$	47,636	$	49,686
3	$	43,535	$	45,585	$	49,686	$	51,737
4	$	45,585	$	47,636	$	51,737	$	53,787
5	$	47,636	$	49,686	$	53,787	$	55,838
6	$	49,686	$	51,737	$	55,838	$	57,888
7	$	52,762	$	54,813	$	58,914	$	60,964
8	$	54,813	$	56,863	$	60,964	$	63,015
9	$	56,863	$	58,914	$	63,015	$	65,065
10	$	58,914	$	60,964	$	65,065	$	67,116
11	$	60,964	$	63,015	$	67,116	$	69,166
12	$	63,015	$	65,065	$	69,166	$	71,217
13	$	65,065	$	67,116	$	71,217	$	73,268
14	$	65,065	$	69,166	$	73,268	$	75,318
15	$	65,065	$	69,166	$	75,318	$	77,369
16	$	65,065	$	69,166	$	75,318	$	77,369
17	$	67,037	$	71,138	$	77,684	$	79,340
18	$	67,037	$	71,138	$	77,684	$	79,340
19	$	67,037	$	71,138	$	77,684	$	79,340
20	$	69,107	$	73,208	$	80,149	$	81,411
21	$	69,107	$	73,208	$	80,149	$	81,411
22	$	69,107	$	73,208	$	80,149	$	81,411
23	$	71,276	$	75,377	$	82,712	$	83,579
24	$	71,276	$	75,377	$	82,712	$	83,579
25	$	71,276	$	75,377	$	82,712	$	83,579
26	$	73,445	$	77,546	$	85,176	$	86,537
27	$	73,445	$	77,546	$	85,176	$	86,537
28	$	73,445	$	77,546	$	85,176	$	86,537
29	$	75,496	$	79,597	$	87,345	$	88,706
30	$	75,496	$	79,597	$	87,345	$	88,706

WINDHAM SALARY SCHEDULE
EFFECTIVE 2025-2026

Base	$	40,617					
Step	BA		BA+15		MA		MA+20	
1	$	40,617	$	42,729	$	46,953	$	49,065
2	$	42,729	$	44,841	$	49,065	$	51,177
3	$	44,841	$	46,953	$	51,177	$	53,289
4	$	46,953	$	49,065	$	53,289	$	55,401
5	$	49,065	$	51,177	$	55,401	$	57,513
6	$	51,177	$	53,289	$	57,513	$	59,625
7	$	54,345	$	56,457	$	60,681	$	62,793
8	$	56,457	$	58,569	$	62,793	$	64,905
9	$	58,569	$	60,681	$	64,905	$	67,017
10	$	60,681	$	62,793	$	67,017	$	69,129
11	$	62,793	$	64,905	$	69,129	$	71,241
12	$	64,905	$	67,017	$	71,241	$	73,354
13	$	67,017	$	69,129	$	73,354	$	75,466
14	$	67,017	$	71,241	$	75,466	$	77,578
15	$	67,017	$	71,241	$	77,578	$	79,690
16	$	67,017	$	71,241	$	77,578	$	79,690
17	$	69,048	$	73,272	$	80,015	$	81,721
18	$	69,048	$	73,272	$	80,015	$	81,721
19	$	69,048	$	73,272	$	80,015	$	81,721
20	$	71,181	$	75,405	$	82,553	$	83,853
21	$	71,181	$	75,405	$	82,553	$	83,853
22	$	71,181	$	75,405	$	82,553	$	83,853
23	$	73,414	$	77,639	$	85,193	$	86,087
24	$	73,414	$	77,639	$	85,193	$	86,087
25	$	73,414	$	77,639	$	85,193	$	86,087
26	$	75,648	$	79,872	$	87,732	$	89,133
27	$	75,648	$	79,872	$	87,732	$	89,133
28	$	75,648	$	79,872	$	87,732	$	89,133
29	$	77,760	$	81,985	$	89,966	$	91,367
30	$	77,760	$	81,985	$	89,966	$	91,367

WINDHAM SALARY SCHEDULE
EFFECTIVE 2026-2027

Base	$	41,835					
Step	BA		BA+15		MA		MA+20	
1	$	41,835	$	44,010	$	48,361	$	50,537
2	$	44,010	$	46,186	$	50,537	$	52,712
3	$	46,186	$	48,361	$	52,712	$	54,888
4	$	48,361	$	50,537	$	54,888	$	57,063
5	$	50,537	$	52,712	$	57,063	$	59,238
6	$	52,712	$	54,888	$	59,238	$	61,414
7	$	55,975	$	58,151	$	62,502	$	64,677
8	$	58,151	$	60,326	$	64,677	$	66,852
9	$	60,326	$	62,502	$	66,852	$	69,028
10	$	62,502	$	64,677	$	69,028	$	71,203
11	$	64,677	$	66,852	$	71,203	$	73,379
12	$	66,852	$	69,028	$	73,379	$	75,554
13	$	69,028	$	71,203	$	75,554	$	77,730
14	$	69,028	$	73,379	$	77,730	$	79,905
15	$	69,028	$	73,379	$	79,905	$	82,080
16	$	69,028	$	73,379	$	79,905	$	82,080
17	$	71,120	$	75,470	$	82,415	$	84,172
18	$	71,120	$	75,470	$	82,415	$	84,172
19	$	71,120	$	75,470	$	82,415	$	84,172
20	$	73,316	$	77,667	$	85,030	$	86,368
21	$	73,316	$	77,667	$	85,030	$	86,368
22	$	73,316	$	77,667	$	85,030	$	86,368
23	$	75,617	$	79,968	$	87,749	$	88,669
24	$	75,617	$	79,968	$	87,749	$	88,669
25	$	75,617	$	79,968	$	87,749	$	88,669
26	$	77,918	$	82,269	$	90,364	$	91,807
27	$	77,918	$	82,269	$	90,364	$	91,807
28	$	77,918	$	82,269	$	90,364	$	91,807
29	$	80,093	$	84,444	$	92,665	$	94,108
30	$	80,093	$	84,444	$	92,665	$	94,108

WINDHAM SUPPLEMENTAL CONTRACTS

		SALARY - % OF B.A. BASE
A.	**FOOTBALL**	
	HEAD COACH	16.0
	ASSISTANT COACH (3)	10.5
	HEAD JUNIOR HIGH	8.0
	ASSISTANT JUNIOR HIGH	5.0
B.	**BASKETBALL**	
	HEAD COACH (2)	16.0
	ASSISTANT COACH (2)	10.5
	*FRESHMAN	8.0
	HEAD JUNIOR HIGH (2)	8.0
	ASSISTANT JUNIOR HIGH (2)	5.0
C.	**TRACK**	
	HEAD COACH (2)	10.5
D.	**VOLLEYBALL**	
	HEAD COACH	16.0
	ASSISTANT COACH	10.5
	*FRESHMAN	7.0
	HEAD JUNIOR HIGH	8.0
	ASSISTANT JUNIOR HIGH	5.0
E.	**GOLF**	
	HEAD COACH	9.0

		SALARY - % OF B.A. BASE
F.	**BASEBALL**	
	HEAD COACH	10.5
	ASSISTANT COACH	7.0
	*JUNIOR VARSITY COACH	7.0
G	**SOFTBALL**	
	HEAD COACH	10.5
	ASSISTANT COACH	7.0
	*JUNIOR VARSITY COACH	7.0
H.	**ATHLETIC DIRECTORS**	
	ATHLETIC DIRECTOR	18.0
	ASSISTANT ATHLETIC DIRECTOR	11.0
I.	**CHEERLEADER COACHES**	
	HEAD COACH	10.5
	ASSISTANT COACH	7.0
J.	**ADVISORS**	
	YEARBOOK ADVISOR	7.0
	JH/HS SCHOOL STUDENT COUNCIL	4.0
	ASSISTANT JH/HS STUDENT COUNCIL ADVISOR	2.0
	SENIOR CLASS ADVISOR	4.0
	JUNIOR CLASS/PROM	7.0
	FRESHMAN/SOPHOMORE CLASS	3.0
	JH/HS NATIONAL HONOR SOCIETY	3.0
	PLAY DIRECTOR	4.5
	QUIZ BOWL	4.0
	MARCHING/SUMMER BAND	12.0
	ASSISTANT MARCHING/SUMMER BAND	3.0
	SKI CLUB	4.0
	ROBOTICS CLUB	4.0
	CAMP FITCH COORDINATOR	4.0

RESIDENT EDUCATOR	4.0
LEAD MENTOR (if five (5) or more Resident Educators)	6.0

K. STIPEND

PRESCHOOL DIRECTOR	13.0

L. EXPERIENCE INDEX

0	1.00
1	1.03
2	1.06
3	1.09
4	1.12
5	1.20
10	1.25
15	1.30
20	1.35

Varsity head coaches may apply first for a $200 stipend to run off-season conditioning. If the head coach does not want to run the conditioning, an assistant may then apply for the stipend. Stipends will not be subject to the experience index. Off-season conditioning programs must be submitted at the time of application.

*Position will be filled at the discretion of the Superintendent in consultation with the head coach, athletic director, and the association.

APPLICATION FOR PROFESSIONAL DEVELOPMENT PROGRAM
WINDHAM EXEMPTED VILLAGE SCHOOLS
APPROVAL REQUEST FOR COLLEGE COURSES

Name_____School_____

Teaching Area_____College/University_____

Title of Course_____Hours_____

Date of Course_____To_____Month_____Day___Year_____

Graduate Credit_____Undergraduate Credit_____

Number of hours previously taken during the past year for which reimbursement has been granted: _____

List course(s) and dates:_____

_____

_____

Teacher's Signature_____Date_____

APPROVED_____ Building Principal_____NOT APPROVED

APPROVED_____ Superintendent_____NOT APPROVED

Reason(s) for refusal:
1._____ Not an approved course.
2._____ Allotted money exceeded at this time.
3._____ Other Comments:_____
_____

Superintendent_____

TO BE COMPLETED IN TRIPLICATE. COPY DISTRIBUTION: Applicant, Building Principal, Superintendent.

APPENDIX E-1

WINDHAM TEACHERS ASSOCIATION

GRIEVANCE PROCEDURE FORM A:
COMPLAINT BY THE GRIEVANT

Date of Formal Presentation _____

Grievant _____

Home Address _____

_____ Phone _____

School Building _____ Subject Area or Grade _____

Building Principal of Immediate Supervisor _____

Years in the School System. _____

Number of Years Teaching Experience _____

Name of Association Representative _____

Contract Section Allegedly Violated: _____

_____

Statement of Grievance: _____

_____

_____

Action Requested: _____

_____

_____ Signature of Grievant

Copies to:

APPENDIX E-2

WINDHAM TEACHERS ASSOCIATION

GRIEVANCE PROCEDURE FORM B:
DECISION ON GRIEVANCE – STEP I

This form is to be completed by the Principal or Administrator.

Grievant_____

School Building_____

_____ Principal or Administrator

Statement of Grievance: (To be copied from form A; first formally presented (date) _____)

_____

_____

Decision: _____

_____

_____

_____ Date of Decision

_____ Signature/Title of Person Rendering Decision

Copies to:

Grievant's Response:

( ) I accept the above decision.
( ) I do not accept the above decision and hereby request that the grievance be carried to the next step of the procedure.
( ) I request that a hearing be set.

_____Date of Response_____Signature of Grievant

Copies to:

APPENDIX E-3

WINDHAM TEACHERS ASSOCIATION

GRIEVANCE PROCEDURE FORM C:
DECISION ON GRIEVANCE – STEP 2

This form is to be completed by the Superintendent.

Grievant_____

School Building_____

_____ Superintendent

Statement of Grievance: (To be copied from Form A; first formally presented (date) ____)

_____

_____

_____

Decision:_____

_____

_____ _____
Date of Decision Signature/Title of Person Rendering Decision

Copies to:

Grievant's Response:_____

_____

_____

_____ _____
Date of Response Signature of Grievant

Copies to:

COMPREHENSIVE MAJOR MEDICAL PLAN
SAMPLE
SUMMARY OF SCHEDULE OF BENEFITS

Following is a summary of benefits covered under this Plan. All benefits are subject to medical necessity unless otherwise stated herein, and will be governed by the Plan Benefits contained in the Insurance Plan.

Plan Name		**$250 Deductible Plan**	
Benefits		**In-Network**	**Out-of-network**
	Deductible – Single/Family	$250/$500	$500/$1,000
	Coinsurance	90%	70%
	Coinsurance Max (Excl. Ded.)	$750/$1,500	$1,500/$3,000
	Total Out of Pocket Maximum	$1,000/$2,000	$2,000/$4,000
Physician/Office Services			
	Office Visit PCP/Specialist	$10/$20	30% after deductible
	Surgical Services	$10/$20	30% after deductible
	Urgent Care	$35	30% after deductible
	Immunizations	$10/$20	30% after deductible
	Allergy Testing	$10/$20	30% after deductible
Preventative Services			
	Routine Physical Exam (18+)	100%	30% after deductible
	Well Child Exam	100%	30% after deductible
	Routine Mammogram	100%	30% after deductible
	Routine Pap Test	100%	30% after deductible
Outpatient Services			
	Surgical Services	10% after deductible	30% after deductible
	Diagnostic Services	10% after deductible	30% after deductible
	Emergency Room – Emergency	$75 copay	$75 copay
	Speech Therapy	$20 per visit	30% after deductible
	Physical/Chiro/Occupational	$20 per visit	30% after deductible
Inpatient Facility			
	Semi-Private Room & Board	10% after deductible	30% after deductible
	Maternity	10% after deductible	30% after deductible
	Skilled Nursing Facility	10% after deductible	30% after deductible
Additional Services			
	Durable Medical Equipment	10% after deductible	30% after deductible
Prescription Drugs			
	Generic	$10	
	Formulary Brand	$15	
	Non-Formulary Brand	$30	
	Mail Order	$20/$30/$60	

APPENDIX G

WINDHAM SCHOOL DISTRICT HRA AND WELLNESS PROGRAM

HRA Amounts Earned per Status Level

	Single	**Family**
Platinum	$ 25	$150
Gold	$ 50	$150
Silver	$ 75	$150
Bronze	$100	$300
Blue	$ 0	$ 0
Total Funds Available	$250	$750

WINDHAM EXEMPTED VILLAGE SCHOOL DISTRICT

Plan Name	MEC Plan	
Benefits	In-Network	Out-of-Network
Deductible – Single/Family	$3,000/$6,000	$6,000/$12,000
Coinsurance	100%	60%
Coinsurance Max (Excl. Ded.)	$0/$0	$6,700/$13,400
Total Out of Pocket Maximum	$3,000/$6,000	$12,700/$25,400
Physician/Office Services		
Office Visit PCP/Specialist	0% after deductible	40% after deductible
Surgical Services	0% after deductible	40% after deductible
Urgent Care	0% after deductible	40% after deductible
Immunizations	0% after deductible	40% after deductible
Allergy Testing	0% after deductible	40% after deductible
Preventative Services		
Routine Physical Exam (18+)	100%	40% after deductible
Well Child Exam	100%	40% after deductible
Routine Mammogram	100%	40% after deductible
Routine Pap Test	100%	40% after deductible
Outpatient Services		
Surgical Services	0% after deductible	40% after deductible
Diagnostic Services	0% after deductible	40% after deductible
Emergency Room – Emergency	0% after deductible	40% after deductible
Speech Therapy	0% after deductible	40% after deductible
Physical/Chiro/Occupational	0% after deductible	40% after deductible
Inpatient Facility		
Semi-Private Room & Board	0% after deductible	40% after deductible
Maternity	0% after deductible	40% after deductible
Skilled Nursing Facility	0% after deductible	40% after deductible
Additional Services		
Durable Medical Equipment	0% after deductible	40% after deductible
Prescription Drugs		
Generic	0% after deductible	0% after deductible
Formulary Brand	0% after deductible	0% after deductible
Non-Formulary Brand	0% after deductible	0% after deductible
Mail Order	0% after deductible	0% after deductible
	This plan has the Rx going toward the Major Medical, the rates include both medical and prescription drug	

Teacher Performance Evaluation Rubric

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

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

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
					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

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
(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.

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

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
formal observation, classroom walk-throughs/informal observations, peer review		strategies. There is no student engagement. The teacher does not give students feedback.	demonstrate little engagement in the lesson. Feedback to students is general, occasional or limited and may not always support student learning.	The teacher's communication strategies and questioning techniques check for understanding and encourage higher-level thinking. The teacher gives students substantive, specific and timely feedback to support their learning.	strategies and questioning techniques engage students in higher-level and creative thinking and stimulate student-to-student interactions. 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	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

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
		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.	class learning opportunities to maximize student learning. 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.	independent, collaborative and whole class learning opportunities to maximize student learning. 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.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment) *Possible Sources of Evidence: pre-conference, post-conference,*	**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.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
formal observation, classroom walk-throughs/informal observations, peer review, student surveys	**Evidence**	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Classroom climate and cultural competency Element 1.4 Element 5.1 Element 5.2	There is no evidence of rapport or expectations for respectful, supportive and caring interactions with and among students and the teacher. There is no demonstration of regard for student perspectives, experiences and culture. The teacher does not address needs related to student sense of well-being.	There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is inconsistent demonstration of regard for student perspectives, experiences and culture. The teacher is aware of needs related to student sense of well-being but does not address them effectively.	There is consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being.	The teacher intentionally creates a classroom environment that shows consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being. The teacher seeks and is receptive to the thoughts and opinions of individual students and the class. When appropriate, the teacher includes other school professionals and/or community resources to ensure all students are recognized and valued.
	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)	**Use of assessments** Element 3.1 Element 3.2 Element 3.3 Element 3.4	The teacher does not use varied assessments.	The teacher makes limited use of varied assessments.	The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments.	The teacher intentionally and strategically selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher offers differentiated

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
Possible Sources of Evidence: pre-conference, formal observation, classroom walk-throughs/informal observations, assessments, student portfolios, post-conference		The teacher fails to analyze data and makes little or no attempt to modify instruction to meet student needs. The teacher does not share evidence of student learning with students.	The teacher attempts to analyze data and modify instruction, though the modifications do not meet student needs. The teacher shares evidence of student learning with students.	The teacher analyzes patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet the needs of groups of students. The teacher shares evidence of student learning with parents and students to plan instruction to meet student needs.	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 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.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
PROFESSIONAL RESPONSIBILITIES	**Communication and collaboration with families**	The teacher does not communicate with students and families.	The teacher inconsistently or unsuccessfully uses communication and engagement strategies with	The teacher uses effective and appropriate communication and engagement strategies	The teacher uses multiple effective and appropriate communication and engagement strategies with individual

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
(Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility and Growth) *Possible Sources of Evidence: Professional Growth Plan or Improvement Plan, pre-conference, post-conference, artifacts, self-assessment, peer review*	Element 6.1 Element 6.2		students and families. These do not contribute adequately to student learning, well-being and development.	with students and families, resulting in partnerships that contribute to student learning, well-being and development.	students and families. These ongoing strategies promote two-way communication, active participation and partnerships that contribute to each student's learning, well-being and development.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Communication and collaboration with colleagues Element 6.3	The teacher does not communicate and/or collaborate with colleagues.	The teacher inconsistently or unsuccessfully communicates and/or collaborates with colleagues, resulting in limited improvement of 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.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	Professional learning Element 7.2 Element 7.3	The teacher sets short-term and long-term professional goals but fails to monitor progress or take action to meet the goals.	The teacher sets and monitors short-term and long-term professional goals but fails to take appropriate action to meet the goals.	The teacher sets short-term and long-term professional goals and monitors progress in meeting them based on self-reflection and data analysis. The teacher takes appropriate action to meet the goals.	The teacher consistently pursues best practices and sets, monitors and reflects on progress toward meeting short-term and long-term professional goals based on data analysis to improve student learning. The teacher takes appropriate action to meet the goals. The teacher collaborates with colleagues and others to share best practices.
	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.

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 to Teacher**

FINAL March 27, 2020

Walkthroughs/Informal Observations
Ohio Teacher Evaluation System 2.0

Walkthrough: Open-Ended Form

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

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

OBSERVATIONS

Evaluator Summary Comments:

Evaluator Signature: _____ ☐ **Photocopy to Teacher**

FINAL March 27, 2020

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** _____

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

Professional Growth Plan Goal(s) Alignment:	**Dates:**	
Mark Domain Area(s): ☐Focus for Learning ☐Knowledge of Students ☐Lesson Delivery ☐Classroom Environment ☐Assessment of Student Learning ☐Professional Responsibilities **Focus Area(s) Comments:**	Date of Observation: Date of Conference: **Comments:**	
Professional Growth Plan Goal(s):	(Goal(s) prepopulate from previous entry)	
Progress on Professional Growth Plan Goal:	☐Progress Made (By checking this box, the teacher will continue with rating as per schedule until time for a full evaluation cycle.)	☐Insufficient Progress Made (By checking this box, the teacher will automatically be placed on a full evaluation cycle the following school year.)
Evaluator Comments:		
Teacher Comments:		

Final Holistic (Overall) Rating: Pre-Populated in OhioES Portal • **Carry forward from previous rating**	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

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

☐Check here if Improvement Plan has been recommended.

Teacher Signature _____ **Date** _____

Evaluator Signature _____ **Date** _____

Sample Pre-Conference Questions to Guide a Coaching Conversation

The questions provided are intended to guide thinking and conversation; every question DOES NOT need to be answered and may not be relevant to every observation.

INSTRUCTIONAL PLANNING

FOCUS FOR LEARNING

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

KNOWLEDGE OF STUDENTS

- What should the evaluator know about the student population?
- How was it determined that this is a developmentally appropriate learning activity?
- How does this lesson connect to students' experiences and/or culture?

INSTRUCTION AND ASSESSMENT

LESSON DELIVERY

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

CLASSROOM ENVIRONMENT

- How do you demonstrate regard for student perspectives, experiences and culture?
- How do you ensure interactions are respectful and supportive?
- How are students involved in establishing and maintaining classroom routines and procedures?

ASSESSMENT OF STUDENT LEARNING

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

PROFESSIONALISM

PROFESSIONAL RESPONSIBILITIES

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

Self-Assessment Summary Tool

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

Name
Date:

Standard		Strengths	Areas for Growth	Priorities (Check 2)
Standard 1: Students	• Knowledge of how students learn and of student development • Understanding of what students know and are able to do • High expectations for all students • Respect for all students • Identification, instruction and intervention for special populations			
Standard 2: Content	• Knowledge of content • Use of content- specific instructional strategies to teach concepts and skills • Knowledge of school and district curriculum priorities and Ohio's Learning Standards • Relationship of knowledge within the discipline to other content areas • Connection of content to life experiences and career opportunities			
Standard 3: Assessment	• Knowledge of assessment types • Use of varied diagnostic, formative and summative assessments • Analysis of data to monitor student progress and to plan, differentiate, and modify instruction • Communication of results • Inclusion of student self-assessment and goal-setting			
Standard 4: Instruction	• Alignment to school and district priorities and Ohio's Learning Standards • Use of student information to plan and deliver instruction • Communication of clear learning goals • Application of knowledge of how students learn to instructional design and delivery • Differentiation of instruction to support learning needs of all students • Use of activities to promote independence and problem-solving • Use of varied resources to support learner needs			
Standard 5: Learning Environment	• Fair and equitable treatment of all students • Creation of a safe learning environment • Use of strategies to motivate students to work productively and assume responsibility for learning • Creation of learning situations for independent and collaborative work • Maintenance of an environment that is conducive to learning for all students			
Standard 6: Collaboration & Communication	• Clear and effective communication • Shared responsibility with parents/caregivers to support student learning • Collaboration with other teachers, administrators, school and district staff • Collaboration with local community agencies			
Standard 7: Professional Responsibility and Growth	• Understanding of and adherence to professional ethics, policies and legal codes • Engagement in continuous, purposeful professional development • Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement			

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: _____

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

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

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

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

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

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

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

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

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

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

Comments:

Date for Improvement Plan to be evaluated: _____

Teacher's Signature:_____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

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

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

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

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

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

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

School Counselor Evaluation Rubric

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

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

Standard Two: Direct Services for Academic, Career and Social/Emotional Development – School counselors develop a curriculum, offer individual student planning and deliver responsive services to assist students in developing and applying knowledge, skills and mindsets for academic, career and social/emotional development.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor lacks knowledge of academic program and/or does not deliver counseling, activities, and/or experiences that support students' academic progress and goals.	The school counselor uses knowledge of the academic program to plan and deliver counseling, activities and/or experiences that support students' academic progress and goals.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' academic progress and goals and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to support students' academic progress and goals and makes adjustments as needed.
	The school counselor does not deliver developmentally appropriate counseling, activities, and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor inconsistently or ineffectively provides developmentally appropriate counseling, activities and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to enhance students' and parents/guardians' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.
	The school counselor does not deliver counseling, activities and/or experiences that promote student well-being.	The school counselor attempts to deliver counseling, activities and/or experiences that promote student well-being with limited success.	The school counselor consistently delivers counseling, activities, and/or experiences that promote students' social/emotional development and well-being.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to promote students' social-emotional development and well-being and makes adjustments as needed.
Evidence				

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

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

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

Evidence				

Standard Six: Professional Responsibility, Knowledge and Growth – School Counselors adhere to the ethical standards of the profession, engage in ongoing professional learning and refine their work through reflective analysis.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not adhere to the American School Counselor Association and other relevant ethical standards for school counselors nor the relevant federal, state and local codes and policies.	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				

Informal Observation: Open-Ended Form

School Counselor Name: **Activity Observed:** **Date:**

Evaluator Name: **Time Informal Observation Begins:** **Time Informal Observation Ends:**

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

TIMES	OBSERVATIONS

Evaluator Summary Comments:

Evaluator Signature ☐ **Photocopy to School Counselor**

05/12/2016

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 large picture of performance across all areas of the rubric. Although all areas are important for effective school counseling practice, you ma 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

Evaluator Signature _____ **Date** _____

Ohio School Counselor Evaluation System

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

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

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

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

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

Improvement Plan (continued)

Section 3: Specific Plan of Action

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

Section 4: Assistance and Professional Development

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

Date for this Improvement Plan to Be Evaluated:

School Counselor's Signature: _____ Date:

Evaluator's Signature: _____ Date:

Improvement Plan: Evaluation of Plan

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

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

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

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

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

School Counselor's Signature:_____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Pre-Observation Planning and Post-Observation Resource Questions

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

Pre-Observation

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

Post-Observation

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

Ohio School Counselor Evaluation System

Self-Assessment OPTIONAL

Self-Assessment Summary Tool

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

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

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

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

I possess the knowledge and skills to design a comprehensive and proactive school counseling program.	0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost Fully	5 Completely
I collaborate to design the school counseling program.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I take leadership in identifying resources for the school counseling program.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
The school counseling program aligns with the school's goals and mission.	0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost Fully	5 Completely

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

Curriculum Development: I possess the knowledge and skills to develop an effective school counseling core curriculum.	0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost Fully	5 Completely
Individual Student Planning: I work directly with students to support their academic progress and goals.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
Individual Student Planning: I work directly with students to develop their college and career-related knowledge, skills and pathways.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
Individual Student Planning: I work directly with students to support their social/emotional development, skills and mindsets.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
Responsive Services: I develop appropriate interventions for students as needed.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always

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

I partner with school personnel and parents/guardians to achieve common goals for student success.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I coordinate school and community resources and provide referrals as needed to support students and promote their success.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always

Standard Four Essential Question(s): Do I use data to plan, implement and continually improve my practice?

I monitor student performance and progress.	0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost Fully	5 Completely
I monitor the effectiveness of the school counseling program.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I use data to recommend changes and adjustments to the comprehensive school counseling program, specific practices and/or school policies and procedures to foster student success.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always

Standard Five Essential Question(s): Do I effectively advocate on behalf of students and the role of the school counseling program in creating a positive environment and meeting the needs of the whole child?

I serve as a leader.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I foster a school environment that is inclusive of, responsive to, and safe for its diverse members.	0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost Fully	5 Completely
I advocate on behalf of students.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I advocate for my profession and the role that school counselors play in fostering student success and well-being.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always

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

I seek ongoing, relevant and high-quality professional learning and growth.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I adhere to ethical standards and legal and professional codes.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I demonstrate professionalism in my field	0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost Fully	5 Completely

SIDE AGREEMENT

April 29, 2024

For the 2024-2025 school year, the Calendar Committee shall research the feasibility of beginning the 2025-2026 school year after Labor Day and concluding the teacher work year prior to Memorial Day. The Committee's findings and any recommendations shall be presented not later than January 15 to the parties' bargaining teams for the negotiation of a memorandum of understanding regarding the length of the teacher workday and student day and any related matter.

For the Board:

For the Association: