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NEGOTIATED AGREEMENT
BLACK RIVER BOARD OF EDUCATION
AND
BLACK RIVER TEACHERS
ASSOCIATION

Effective July 1, 2024 through June 30, 2027

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Article I RECOGNITION

1.01 Bargaining Unit Defined

- 1.011 The Board of Education of the Black River School District (hereinafter referred to as the "Board") recognizes the Black River Teachers Association affiliated with the Ohio Education Association and the National Education Association OEA/NEA (hereinafter referred to as the "Association") as the sole and exclusive bargaining representative for all bargaining unit members defined in Section 1.12 below.
- 1.012 For purposes of this Agreement, the bargaining unit represented by the Association shall include all certified/licensed employees in the District including but not limited to any professional pupil services license/certificate employee (i.e. school psychologist, speech language pathologist, occupational therapist, physical therapist, etc.) employed by the District who spends or is reasonably expected to spend more than 50% of his/her time teaching or working with the students (which is defined to mean working in the direct physical presence of students, i.e. instruction, testing, observation, direct service, etc.) and any employee hired by the District as a school nurse who holds a certification or licensure through the Ohio Department of Education. Excluded from the bargaining unit are casual or day-to-day substitutes, the Superintendent, Treasurer, principals, administrative assistant, athletic director and/or other administrative staff having the authority to hire, promote, evaluate, or discipline bargaining unit members.
- 1.013 All rights contained within are provided only to the exclusive representative. BRTA/OEA/NEA will maintain exclusive representative status and will not be withdrawn unless or until required to do so pursuant to O.R.C. 4117.07.

Article II NEGOTIATIONS PROCEDURE

2.01 Requests for Negotiations

- 2.011 If either party desires to open negotiations for a successor Agreement, it shall notify the other party in writing not sooner than ninety (90) calendar days nor later than sixty (60) calendar days prior to the expiration date of this Agreement. Notification in writing from the Association shall be delivered to the Superintendent and from the Board shall be delivered to the President of the Association. The party giving notice shall also serve a copy of the written notice, together with a copy of this Agreement, on the State Employment Relations Board.

- 2.012 Within thirty (30) calendar days after receipt of such notice, but not later than sixty (60) calendar days prior to the expiration date of this Agreement, an initial meeting will be held at which each party will submit, in writing, its proposal(s). Thereafter, additional items shall not be submitted by either party unless the other party consents.

2.02 Negotiations Meetings

- 2.021 Unless the parties agree otherwise, the Board and the Association shall be represented at all negotiations meetings by teams designed as follows:
- a. The Board team will have no more than six (6) members.
 - b. The Association team will have no more than six (6) members.
- 2.022 Negotiation meetings shall be scheduled at the request of the parties, and until negotiations are concluded, either party may require at each meeting a decision on the date, time and place of a subsequent meeting.
- 2.023 Unless the parties agree otherwise, meetings shall not be scheduled during school hours and shall be at reasonable intervals, places and times to avoid, as nearly as is practicable, conflict and interference with school and employment schedules.

2.03 Assistance and Study Committees

- 2.031 Upon mutual agreement of the parties, professional or lay consultants and/or other individuals with expertise or specific knowledge may be invited to address an issue or issues under consideration at negotiations. The expense of securing the attendance of such individuals shall be borne by the party requesting same. Such individuals may be questioned during negotiating sessions by either party.
- 2.032 The parties may appoint joint committees, ad hoc or standing, to study and develop recommendations on matters under consideration. Committee findings shall be reported to both parties within the time limit specified by the parties when the parties set up the committee.

2.04 Information

The parties agree to furnish, upon written request and in a reasonable time, available information concerning the financial status of the District and other available information that will assist the parties in the development and evaluation of proposals within twenty-one (21) calendar days.

2.05 Agreement

- 2.051 Final agreement reached through negotiation shall be reduced to writing and submitted to the Association and the Board for approval. Unless the parties agree otherwise, the Association shall take action on the tentative agreement within fourteen (14) calendar days and the Board shall act upon the tentative agreement

within fourteen (14) calendar days following approval by the Association. When approved by both parties, the agreement shall be signed on behalf of the parties.

2.06 Exclusivity of Procedure

The negotiations procedure set forth in this Article supersedes and takes precedence over any inconsistent time limits or procedures set forth in Section 4117.14 of the Ohio Revised Code. Mediation shall operate in lieu of any and all of the settlement procedures set forth in Section 4117.14 of the Ohio Revised Code. In the event mediation does not result in an agreement by the expiration date of this Agreement (or such subsequent date as the parties may mutually agree upon), Section 4117.14 (D) (2) of the Ohio Revised Code will apply.

Article III COMPENSATION AND PAYROLL PRACTICES

3.01 Salary Schedule

Effective July 1, 2024, the salary schedule set forth in Appendix A-1 and the spreadsheet in Appendix A-2 shall be used for the 2024-2025 and 2025-2026 school years.

On April 20, 2026, all bargaining unit members will receive a one-time stipend in the amount of four hundred dollars (\$400.00).

For the 2026-2027 school year, the parties agree to a reopener on wages only and agree to negotiate base salary increases in good faith.

3.02 Placement on the Salary Schedule

Placement on the salary schedule shall be accomplished in accordance with the following statement:

- a. Upon initial employment a bargaining unit member shall be granted not more than fifteen (15) years of experience credit.
- b. All years of teaching service in the District, regardless of training level, with each year consisting of at least one hundred twenty (120) work days under a certified/licensed contract.
- c. All years of teaching service in a public school chartered by the State of Ohio to a maximum of ten (10) years, with each year consisting of at least one hundred twenty (120) work days under a certified/licensed contract.
- d. All years of teaching service in a nonpublic school chartered by the State of Ohio to a maximum of five (5) years, with each year consisting of at least one hundred

twenty (120) work days under a certified/licensed contract.

- e. All years of active military service in the Armed Forces of the United States, to a maximum of five (5) years. A partial year of active military service consisting of at least eight (8) continuous months shall be counted as a full year.
- f. An advancement on the academic training columns of the salary schedule shall not be effective until such time as the Treasurer receives written verification with attached supporting documentation from the bargaining unit member of advancement. Such verification shall include a signed letter from the member indicating the desired advancement and receipt of official transcripts and a photocopy of an advanced degree supporting the desired request. Credit hours earned subsequent to the receipt of a Bachelor's Degree will be applied once each year by the Treasurer only under the following conditions:
 - 1. The course was successfully completed and written notice of same requesting appropriate placement on the salary schedule was provided to the Treasurer within fifteen (15) work days of the beginning of each school year.
 - 2. Receipt of an official transcript confirming the above grade and completion information is provided to the Treasurer as soon as it is available, but no later than September 30th or January 31st. Failure of the teacher to effectuate the District's receipt of an official transcript in a timely fashion will result in a salary adjustment back to the original placement and consideration for eligibility for advancement being postponed until the following semester.
- g. The following conditions must be met to qualify for advancement to the MA+15 or MA+30 salary columns: 1) Hours must be earned after Masters Degree has been conferred; 2) Hours must be graduate hours in courses related to the field of Education; and, 3) Hours must be semester hours or equivalent.

3.03 Payment Schedule

- 3.031 The District shall use a twenty-four (24) pay period per fiscal year beginning with the first fiscal year under this Agreement when the District can implement 24-pays for all its employees.

Direct deposit shall be required for all bargaining unit members.

3.032

- a. In the event an individual teaching contract is terminated by either party during the school year, the bargaining unit member shall be paid for the number of days actually worked (including all approved leaves). Payment, in full, will be made within thirty (30) calendar days following his/her last day of service, provided that all reports, grades and permanent records

have been satisfactorily completed and all Board-owned equipment and/or supplies returned.

- b. In the event the individual teaching contract is terminated or not renewed by either party at the end of the school year, the total sum due the member shall be paid at the next scheduled pay day following the close of school, if the member requests in writing. Members who do not elect lump sum final pay will stay on the normal payroll schedule and be covered by Board insurance through August 31. Members who do elect lump sum pay will not receive fringe benefits at Board expense after their final paycheck.

3.04 Payroll Deductions

In addition to deductions required by law for local, state and federal taxes and the State Teachers Retirement System, a bargaining unit member, upon compliance with the procedure specified below, may request the following voluntary payroll deductions. If for any reason, the School Board fails to make a deduction for any member, the deductions will be made on the member's next pay.

3.041 Tax Sheltered Annuities

- a. Upon submission of written authorization to the Treasurer a bargaining unit member may authorize deductions for a Section 403(b) and/or Section 457(b) tax sheltered annuity program. The authorization must be in the hands of the Treasurer at least thirty (30) calendar days prior to the first deduction. Such authorization may be revoked in a manner consistent with the terms of the program.
- b. The Board shall forward, by the tenth (10th) of the following month, to the annuity carrier all monies withheld from the member for the purpose of income reduction.
- c. Companies wishing to have their name added to the list must have at least six (6) employees on their programs and have to furnish all appropriate documents, licenses, and instruments to be sold to employees. Companies must be approved by the Black River Treasurer before the annuity process can take place.
- d. The annuity company must furnish MEA (maximum exclusion allowance) documents annually for each employee and/or at every change. This process must be approved by the Treasurer prior to initial or changed deductions. Bargaining unit members with existing annuities are responsible for providing the Treasurer with an MEA calculation no later than the second pay period of the school year. Failure to comply with this provision will automatically terminate any further contributions until such time that the MEA is received.

- e. Bargaining unit members (through their annuity company), who participate in tax-sheltered annuity withholding, will indemnify and hold the Board harmless for any claims arising out of such participation.

3.042 Professional Dues

- a. The Association Treasurer must submit, to the Board Treasurer, a list of members wishing to have their professional dues deducted, along with the amounts to be deducted each pay. The authorization must be in the hands of the Treasurer at least thirty (30) calendar days prior to the first deduction.
- b. Deductions shall be made in equal amounts from each of the pays for the period October through June.
- c. Amounts so collected shall be forwarded by the Board Treasurer to the Treasurer of the Association within ten (10) work days of the last pay of each month.
- d. Dues deduction shall be continuous unless cancellation is made in writing to the Treasurer of the Association and Board Treasurer by August 15 each year. Any bargaining unit member who wishes to drop membership in BRTA must notify the Treasurer of the Association and the Board Treasurer by August 15 of any year.
- e. Any bargaining unit member who leaves employment with the District prior to the closing of the dues deduction period, or who begins an unpaid leave with the District, will have the remaining amount of association dues that have not yet been paid through payroll deduction deducted from their final paycheck.
- f. BRTA agrees to indemnify and hold the Board harmless from any payments, judgments, costs, or expenses incurred as a result of the implementation and enforcement of this provision provided that (1) the Board shall give ten (10) work days written notice of any claim made or action filed against the employer by a member/non-member for which indemnification may be claimed; and (2) the Board acted in good faith compliance with this provision; however, there shall be no indemnification if the Board intentionally or willfully fails to apply (except due to a court order).
 - 1. The Association reserves the right to designate counsel to represent and defend the Board; provided however that the Board reserves the right to employ co-counsel at its own expense.
 - 2. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the

proceeding; (2) permit the Association or its affiliates to intervene as a party if it so desires; and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action.

3.043 Other

- a. Upon submission of written authorization to the Treasurer a bargaining unit member may authorize deductions for the following programs: (1) Heart and Cancer, (2) Additional group life coverage as provided in 5.03, (3) Annuity, (4) OEA Fund for Children and Public Education (FCPE), (5) Black River Endowment Fund, and (6) the United Way.
- b. The authorization must be in the hands of the Treasurer at least thirty (30) calendar days prior to the first deduction. Such authorization may be revoked in a manner consistent with the terms of the insurance program.
- c. The Board shall forward by the tenth (10th) of the following month, to the insurance carrier(s), all monies withheld, and/or FCPE. There must be at least six (6) employees requesting such deductions.

3.044 City Tax

Written documentation must be supplied to the Treasurer to withhold city income tax upon employment or move to municipality where taxes are collected through income.

3.045 STRS Service Credit Buy-Back by Payroll Deduction

The Board will make available payroll deduction for bargaining unit member buy-back of qualifying STRS credit in compliance with Section 3307.281 of the Ohio Revised Code, STRS rules, and IRS requirements. All bargaining unit members who wish to purchase or restore credit through payroll deduction must do so pursuant to this Section of the Agreement. The deduction shall occur from the first pay in each month in an amount designated in writing by the member and filed with the Treasurer. All such deductions shall be accounted for as "after tax" contributions.

3.046 Section 125 Deductions

For members participating in the District Health Insurance program, flexible spending and/or dependent care accounts through the Section 125 Plan, deductions will be made through payroll.

3.05 Severance Pay

- 3.051 A bargaining unit member with ten (10) or more years of service with the District who resigns for purposes of retirement to the State Teachers Retirement System (STRS) shall receive severance pay.

- 3.052 No such severance payment shall be made until the Board receives notice that the bargaining unit member has actually accepted service retirement benefits from the State Teachers Retirement System (STRS).
- 3.053 Such payment shall be made in equal installments in September of the year of retirement and in September of the following year.
- 3.054 Severance pay will be based upon the daily rate of pay as determined from the bargaining unit member's basic teaching contract, exclusive of all supplemental contracts and allowances, last in effect prior to the termination of employment.
- 3.055 The bargaining unit member eligible for severance pay will be compensated at his/her daily rate of pay, as determined in Section 3.054 above, for one quarter (1/4) of all days of accumulated sick leave not to exceed eighty (80) days.
- 3.056 Payment, as described in Section 3.055 above, shall eliminate all sick leave credit accrued by the bargaining unit member at that time.
- 3.057 Such payment shall be made only once to any bargaining unit member.
- 3.058 Payment shall be made to the life insurance beneficiary if the bargaining unit member should die while actively employed by the Board.
- 3.059 Upon notification from the Treasurer that the establishment of an appropriate tax sheltering mechanism for severance payments has been finalized, a bargaining unit member shall have the option of sheltering all or a portion of his/her severance payment in a 403(b) annuity, 457(b) annuity or both. Reasonable administrative costs incurred by the Board in providing such tax sheltering mechanisms will be assumed by bargaining unit members participating.

3.06 Travel Compensation

The rate of reimbursement for mileage shall be the IRS rate in effect at the time of the travel.

3.07 Substituting During Planning Period

- 3.071 A bargaining unit member may be asked to supervise classes and/or students other than his/her normally assigned duties, only when it is impossible or impractical to employ a qualified substitute. A bargaining unit member has the right to refuse to substitute during a planning period.
- 3.072 A bargaining unit member shall be asked to supervise classes and/or students pursuant to Section 3.071 during his/her preparation time provided in Section 9.04.
- 3.073 Substituting Other Than During Planning Period

If a bargaining unit member is in a co-teaching situation and their co-teacher is absent, then the member shall receive substitution pay of fifteen dollars (\$15.00)

per hour or three dollars and seventy-five (\$3.75) per quarter (1/4) hour (pre-K through grade 5) or per period (grades 6-12) to a maximum of the district substitute teacher rate per day, in addition to the unit member per diem rate.

Thirty dollars (\$30.00) per hour will be paid for summer school and detention (school).

A bargaining unit member asked to supervise classes and/or students, other than his/her normally assigned duties, for a partial day or full day, the member shall receive substitution pay at the rate of thirty dollars (\$30.00) per hour or seven dollars and fifty cents (\$7.50) per quarter (1/4) hour in addition to the unit member per diem rate, to a maximum of the district substitute teacher rate per day. A bargaining unit member has the right to refuse to substitute in lieu of his/her normally assigned duties. Intervention specialists may refuse considering planned instruction and students' needs.

3.074 Dual Class Assignment (Class Splitting)

A bargaining unit member whose classroom is impacted by the addition of five (5) or more regular education students (including gifted) or three (3) or more special needs students shall be entitled to compensation thirty dollars (\$30.00) per hour or seven dollars and fifty cents (\$7.50) per quarter (1/4) hour, not to exceed half the daily substitute teacher pay rate, per bargaining unit member that has taken students. A bargaining unit member shall have the right to refuse an additional assignment class if working conditions under the above process create a hardship, an unworkable class situation, or serious concern for the success of students, as identified by the bargaining unit member and agree upon by the building administrator.

3.08 State Teachers Retirement System (STRS) Pick-Up

3.081 The total annual salary of each bargaining unit member shall be payable by the Board in two (2) parts:

- a. cash salary and
- b. deferred salary (through the salary restatement method of picking-up the employee contribution to STRS).

3.082 A bargaining unit member's deferred salary shall equal the amount of the member's contribution to STRS required by law and shall be paid by the Board to STRS on behalf of the member as a pick-up (by means of the salary restatement method) of the member's contribution otherwise payable by the member.

3.083 A bargaining unit member's annual cash salary shall be equal to the member's total contracted annual salary less the member's deferred salary, and shall be payable subject to applicable payroll deductions to the member. The Board's total combined expenditure for total annual salary of all bargaining unit members

(including deferred salary amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this section of the Agreement not been in effect.

- 3.084 The Board shall compute and remit its employer contributions to STRS based upon a bargaining unit member's total annual salary including the deferred salary. The Board shall report for federal and Ohio income tax purposes as a member's gross income the total annual salary less the amount of the member's deferred salary. The Board shall report for municipal income tax purposes as a member's gross income the member's total annual salary including the amount of the member's deferred salary. The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.
- 3.085 A bargaining unit member's deferred salary shall be included in the member's total annual salary for the purpose of computing daily rate of pay for determining any particular salary adjustment to be made due to absence or for any other purpose.

3.09 National Board Certification

Bargaining unit members who attain National Board Certification (National Board for Professional Teaching Standards) shall receive a one (1)-time stipend of one-thousand (\$1,000.00) dollars, in addition to any verified application fees paid by the bargaining unit member, upon proof of completion and certification.

3.10 License/Certificate Renewal and BCI/FBI Check

The Board will encumber an amount equal to \$50.00 per bargaining unit member per year to be used for the payment of license/certificate renewal and/or BCI/FBI background checks. Members will be reimbursed from the balance of their individual accounts upon presentation to the Treasurer's office of evidence of payment for these items.

Article IV INDIVIDUAL CONTRACTS

4.01 Written Contracts

- 4.011 The Board shall, when employing and reemploying a bargaining unit member, enter into a written teaching contract with said individual. Thereafter, pursuant to Section 3319.12 of the Ohio Revised Code, a salary notice will be issued annually to each bargaining unit member containing the following:
- a. Notice of a continuing or limited contract. Limited contracts must specify length;
 - b. The number of work days in the school year;
 - c. The applicable step and column of the salary schedule; and

d. The annual salary and the per diem pay of the member.

4.012 Contracts must be signed and returned to the Treasurer within fifteen (15) calendar days of the stated issuance date or payment will be thereafter withheld until such time as a signed contract is returned.

4.02 Limited Teaching Contract

4.021 The first limited teaching contract shall be for a term of one (1) year. One year shall be defined as at least one hundred twenty (120) days of teaching.

4.022 The sequence for future contracts shall be: a one (1) year contract followed by a series of two (2) year contracts until eligibility for a continuing contract is achieved.

4.023 A deviation from the sequence above must be accompanied by at least two (2) consecutive formal observations with a rating of ineffective. The consecutive formal observations will include a maximum of one walkthrough per formal observation unless otherwise specified in the member's Improvement Plan. However, administrators can continue to perform operational walkthroughs without limit. The deviation will not be considered unless the recommendations listed in the Performance Improvement Plan have not been satisfactorily improved by the bargaining unit member.

4.03 Continuing Teaching Contract/Extended Limited Contract

4.031 A continuing contract shall be issued to bargaining unit members pursuant to sections 3319.08, 3319.09, and 3319.11 of the Ohio Revised Code. To be considered for a continuing contract the ensuing school year, a member shall submit a letter of intent to qualify for continuing contract status and all subsequent necessary documents to the Superintendent by October 15. A member not meeting these time limits or requirements will not be considered for a continuing contract for the ensuing school year.

In order to be eligible for the granting of a continuing contract, the bargaining unit member must have on file with the Board by March 20th of the year of tenure eligibility either:

- a. A Professional, Permanent or Life teacher's certificate issued upon application submitted to the State Board of Education prior to September 1, 1998, or renewed or upgraded subsequent to September 1, 1998 in accordance with Ohio Revised Code 3319.22; or
- b. A Professional Educator's License issued after October 29, 1996 and proof of either of the following:
 1. If a master's degree was not held at the time of initially receiving a teaching certificate or an educator's license, thirty (30) semester

hours of course work in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license; or

2. If a master's degree was held at the time of initially receiving a teaching certificate or an educator's license, six (6) semester hours of graduate course work in the area of licensure or in an area related to the teaching field since the initial issuance of the teaching certificate or license.
3. A teacher holding a senior professional educator license or a lead professional educator license issued under the act's license provisions.

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

1. Holds a professional, senior professional or lead professional license;
2. Has held an educator's license for at least seven (7) years; and
3. Has completed either of the following:
 - a. If the bargaining unit member did not hold a master's degree at the time of initially receiving an educator license, thirty (30) semester hours of coursework in the areas of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt;
 - b. If the bargaining unit member held a master's degree at the time of initially receiving an educator license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt.

d. If continuing contract status was obtained previously in another Ohio public school district, the member will be granted a continuing contract by the Board if re-employed after two (2) full years of service with the District (i.e. on the first day of employment of the third year with the District.)

4.032 Continuing contracts will be granted to those bargaining unit members who meet all legal requirements and who are recommended by the Superintendent and approved by the Board.

- 4.033 If, at the time of determining whether to award continuing contracts to eligible bargaining unit members, the Board is considering whether to implement a reduction in force (except for a reduction based on a member's return from a leave of absence), the Board will act on members eligible for continuing contracts before suspending contracts as a part of the reduction in force.
- 4.034 If a bargaining unit member is eligible for a continuing contract, and has not previously attained continuing contract status elsewhere, the Superintendent may recommend that the Board reemploy the member pursuant to an extended limited contract for a term not to exceed two years. If the Superintendent intends to make such a recommendation to the Board, he/she will notify the member and the Association President in writing of same at least ten (10) work days prior to the Board meeting at which the recommendation will be considered. If the Board accepts the Superintendent's recommendation, the bargaining unit member will be notified of same by June 1. In addition, prior to the end of the school year the Superintendent will provide the member with a plan of improvement that sets forth the reasons why he/she recommended an extended limited contract and suggestions directed at the member's professional improvement. If the Board rejects the Superintendent's recommendation for an extended limited contract, the member will be considered non-renewed at the expiration of his/her current contract, provided the member receives notice of the Board's action by June 1. Upon subsequent reemployment of the bargaining unit member on an extended limited contract, only a continuing contract may be entered into. This provision expressly supersedes and replaces the procedures contained in O.R.C. 3319.11 concerning the issuance of an extended limited contract.

4.04 Supplemental Contract

A supplemental contract, shall be issued for the amounts listed in Appendix B. Such supplemental contract shall be limited to a duration of no longer than one (1) year and is not subject to the provisions listed in Ohio Revised Code 3319.08.

- 4.041 All non-athletic supplemental contracts shall be offered first to qualified certificated/licensed bargaining unit members and then to other individuals when no qualified certificated/licensed staff bargaining unit member is selected for the position. A certificated/licensed bargaining unit member shall be deemed "qualified" if s/he has an interest, background or prior successful experience in the same or similar areas as determined by the Administration. Such determination shall not be arbitrary, capricious or unreasonable.

Notwithstanding the above, individuals may be selected by the Board to fill athletic supplemental positions based upon its determination of the best qualified individual from among all applicants whether from within or without the bargaining unit and regardless of whether such individual is certificated or licensed with first consideration given to qualified bargaining unit members. An

applicant shall be deemed "qualified" if s/he has prior successful coaching experience in the same or related athletic area. In making such determination, the Athletic Director will consider coaching evaluations and other information relevant to the athletic program involved. The determinations of the Athletic Director shall not be arbitrary, capricious or unreasonable.

Head coaches will be selected first. Thereafter, interested applicants for particular sports will apply for the position of assistant coach in that sport. Successful applicants for these coaching positions will then be identified (i.e., "Assistant Varsity Football," "Middle School Basketball," etc.) and assigned to a position by the Athletic Director in collaboration with the head coach for that sport.

Nothing herein shall permit the Board to employ the services of individuals who do not meet the appropriate qualifications and/or regulations established by the state to coach an athletic team. To the extent that it conflicts with Ohio Revised Code Section 3313.53, this provision shall supersede and replace same.

4.042 Varsity level coaches (head and assistant) will be permitted one (1) day of professional leave per year in order to attend an administratively approved clinic or workshop, which would provide professional growth for such coach. Additional attendance at clinics or workshops must be done through use of personal days (see Section 6.02). Head coaches, assistant coaches or advisors whose teams qualify for state related contests will be granted professional leave when such contest prevents them from performing their regularly assigned duties. Attendance at state contests when a District team (participant) is not participating must be done through the personal leave provision (see Section 6.02).

4.043 The supplemental contract(s) will be paid on the following schedule:

4.0431 Unless otherwise designated by the bargaining unit member, the withholding rate for athletic supplemental contracts will be at the 25% rate in conformance with the IRC. A financial breakdown of the supplemental pay will be provided upon request to the Treasurer's office. All seasonal supplemental contracts will be paid out in equal payments through payroll according to the schedule below:

- a. Fall season will be paid on the first pay in October, November, and December;
- b. Winter season will be paid on the first pay in January, February, and March;
- c. Spring season will be paid on the pay in April, May, and June.

4.0432 Full year supplemental contracts in excess of One Thousand Dollars (\$1,000) will be paid in quarterly payments at the end of each quarter over the course of the entire school year. Supplemental contracts One Thousand

Dollars (\$1,000) or less will be paid on the second pay in June.

Bargaining unit members who have full year supplemental contracts and receive quarterly supplemental payments must fulfill all contractual obligations. Any bargaining unit member who receives quarterly supplemental payments but fails to complete the material terms of the supplemental contract will reimburse the District for any monies previously received during the quarterly payments.

Ex: Supplemental Contract totaling \$1,200 for an activity to be performed in May

Member receives \$300 payment during the first, second and third quarters, totaling \$900

Member does not fulfill his/her contractual obligations for the supplemental activity in May

Member will reimburse the District the \$900 previously received due to member's failure to perform the material obligations of the supplemental contract

- 4.044 All supplemental positions shall be reviewed and evaluated annually by the Superintendent and/or his or her designee to determine whether factors such as sufficient student interest justify continuation of the program or sport. Continuation of all supplemental positions will be at the discretion of the Superintendent as well as the Board's approval of his/her recommendation.
- 4.045 A bargaining unit member who fails to fulfill or substantially, complete his/her duties under a supplemental contract by reason of resignation, thereby necessitating the Board to hire a replacement, shall be paid on a prorated basis for that part of the season or activity during which s/he fulfilled the duties. The prorated amount will be determined based upon the number of days required for the particular activity (i.e., for athletic activities, the schedule set by the OHSAA; for "club" activities, the school calendar year, etc.)

4.05 Previous Employment Record

Prior to employment and placement on the salary schedule, each prospective employee must complete and submit an Employee Assurance of Previous Employment Record (see Appendix I).

Article V INSURANCE PROVISIONS

5.01 Insurance

In order to be eligible for insurance, an employee must be contracted for at least 25 hours per week. Eligible members may choose single or family coverage; however, in cases where the husband and wife are employed in the district, they are limited to one (1) family policy.

The member's share of the premium shall be payroll deducted in the first two pays of the month. Employees may not be paid cash in lieu of insurance benefits.

Coverage: See Plan Booklet for COG adopted coverage information

Medical

- a. The Board will pay 90% of the premium and the employee will pay 10%.

- b. Stark County Schools Council

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

- c. Preferred Provider -Doctors/Hospitals

- 1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.
- 2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County OEA office representative.

- d. Preferred Provider -Prescription Drugs

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

- 1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.

2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.
3. The deductible will be waived.
4. The list of covered expenses shall be agreed upon by the COG and the Stark County OEA office representative.
5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.
6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

Life Insurance

The Board shall provide term life and accidental death and dismemberment coverage in the amount of \$50,000 for each bargaining unit member.

Bargaining unit members may purchase additional term life insurance at the group rate, in \$5,000 increments, up to a maximum of \$60,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

Dental Insurance

The Board shall provide dental coverage and pay 90% of the premium.

Section 125 Tax Shelter

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

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

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

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

Medical Information: Medical and other insurance related information shall be kept confidential to the extent possible and necessary to the extent required by law.

Article VI LEAVES

6.01 Sick Leave

- 6.011 A bargaining unit member shall earn or accrue sick leave in accordance with Section 3319.141 of the Ohio Revised Code.
- 6.012 Each bargaining unit member shall be allowed to accumulate up to a maximum of three hundred forty-five (345) days.
- 6.013 Each bargaining unit member shall be advanced five (5) days of sick leave, in accordance with Sections 3319.08 and 3319.141 of the Ohio Revised Code, if accumulated sick leave is exhausted or said member has not accumulated sufficient sick leave. A member shall be granted advancement only after indebtedness of the previous advancement has been repaid. Any advance shall be deducted from future accumulations or deducted from the member's final check if the member is no longer with the District and has not accumulated enough for the pay back. Nothing herein shall be considered to create an expectation that unpaid leave will be granted to any member who has exhausted all sick leave and advancements nor is the Board in any way limited in taking appropriate disciplinary action, up to and including termination, for any unauthorized absence without approved leave.
- 6.014 Sick leave for a bargaining unit member employed on other than a full-time basis shall be credited and deducted at the proportionate rate set forth in his/her individual contract of employment.
- 6.015 As specified in Section 3319.141 of the Ohio Revised Code, sick leave with pay may be used for the following reasons:
 - a. For absence of a bargaining unit member due to personal illness, pregnancy,* injury, exposure to contagious disease which could be communicated to others; *(Pregnancy is an allowable cause for a bargaining unit member to use sick leave with the length of time after delivery to be determined by the doctor in a statement to the Board); and/or
 - b. For absence of a bargaining unit member due to illness, or injury in the member's immediate family.
 - c. Certified/licensed staff members on sick leave or reasonably expected to be on sick leave for a duration of five (5) or more consecutive work days

must, upon request, provide the Board with medical verification and information concerning the prospects of a return to work and will consent to a release for such purpose upon request.

- 6.016 Up to five (5) days paid leave shall be granted for the purpose of handling the business and adjustment responsibility when adopting a child. Such leave shall be charged to sick leave and does not need to be taken concurrently.
- 6.017 The "immediate family" shall be defined as: father, mother, brother, sister, spouse, son, daughter, grandmother, grandfather, legal guardian, foster or step-parents, foster or step-children, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandson, and granddaughter or any person living in the home of the member.
- 6.018 Bargaining unit members shall receive notification of accumulated sick leave to date with each pay; however, to obtain the accurate and up to date accumulation, members should contact the Treasurer's office.
- 6.019 Sick leave shall only be taken in full or half day increments.
- 6.020 When the employee's attendance record shows an excessive and/or repetitive pattern of absenteeism, absence may be subject to administrative review and verification by the Superintendent or designated central office administrator.

6.02 Personal Leave

- 6.021 It is the intent of this section to provide a bargaining unit member with a means of dealing with urgent and unavoidable personal matters that cannot be handled except during school hours.
- 6.022 A bargaining unit member shall be entitled to three (3) days of paid personal leave each year during his/her employment period.

The leave shall be granted:

- a. Without loss of pay and other benefits.
- b. In increments of full day or half day only.
- c. With no deduction from sick leave.
- d. If requested five (5) days [one hundred twenty (120) hours] in advance. (If requested less than five (5) days in advance, leave will be subject to the availability of a qualified substitute).
- e. Provided no more than five percent (5%), rounded up, of the bargaining unit members of any one (1) building may take personal leave on any one day, such leave shall be granted on a first come, first serve basis until the 5%, rounded up, cap at each building is reached. For purposes of this section, "building" shall be defined as the physical building in which

classes are held including the Black River Education Center (BREC) and the High School. Bargaining unit members who split time between both the BREC and the High School will be calculated as one-half (0.5) for purposes of the 5% calculations for each building.

- f. Provided they are not days chargeable to sick leave.
- g. Provided they are not days immediately preceding or following a scheduled break or holiday.
- h. Provided they are not taken on waiver days or other days set aside for professional development.
- i. Provided they are not taken during the first two (2) weeks of student attendance.
- j. Provided they are not taken on Mondays and/or Fridays following spring break.
- k. In the event of an emergency, the Superintendent maintains the discretion to approve personal leave on a case-by-case basis regardless of the restrictions as set forth in this Section.

6.023 All unused personal leave days shall convert to sick leave as of July 1.

6.024 Notice of Intent to Use Leave

Notice of intent to use personal leave shall be provided by the bargaining unit member completing and delivering to his/her immediate supervisor the prescribed form Appendix C at least five (5) days or one hundred twenty (120) hours in advance of the anticipated absence. The Superintendent will advise the member of approval or disapproval within forty-eight (48) hours of his/her receipt of the request. However, in the case of an emergency, notice to the immediate supervisor shall be made as far in advance of the absence as is possible in order that proper arrangements for handling the duties of the member can be made. Bargaining unit members requesting emergency personal leave must provide information relating to such request by utilizing the appropriate form. (Appendix D). If circumstances make advance notice impossible, the member shall notify the immediate supervisor of his/her intent to use personal leave as soon as practicable and file the form Appendix D on the day of his/her return to work.

6.025 Incentive for Perfect Attendance

At the end of each grading period, bargaining unit members who had perfect attendance during that grading period (quarter) will receive a flat rate incentive of two hundred dollars (\$200.00) payable through regular payroll following verification by the Treasurer. Perfect attendance is defined as “the non-use of sick leave and/or personal leave as defined in Article 6 of this Agreement.”

6.0251 Employees with perfect attendance during the entire school year (perfect attendance during all four (4) quarters), will receive an additional \$200.00 merit incentive award payable through regular payroll following verification by the Treasurer.

6.03 Bereavement Leave

A bargaining unit member shall be entitled to five (5) paid days of bereavement leave annually to attend the funeral and deal with administrative details for the death of any member of the immediate family as defined in 6.017. This leave shall not be deducted from the member's accumulated sick leave.

6.04 Parental Leave/Adoption Leave

6.041 A bargaining unit member shall, from the date of birth of a child or adoption be entitled to a leave of absence. Such leave shall be unpaid.

6.042 Except in cases of a premature birth or other medical condition as documented by a physician, the member shall give the Superintendent at least thirty (30) calendar days, prior to the anticipated date of birth, notice of intent to use such leave. Such statement of intent as to starting date and length shall be binding on the bargaining unit member. Return from Parental/Adoption leave shall coincide with the beginning of a semester.

6.043 The bargaining unit member may use parental leave for the remainder of the school year in which the child is born or adopted and have the right to return to the original teaching position the following school year, or if it is no longer in existence, to another position for which he/she is certified/licensed. A member may request an additional school year of leave but will have the right to a position only if one for which he/she is certified/licensed is open. Under no circumstances will such leave be granted for a time period exceeding twenty-four (24) months. This leave provision shall not interfere with the right of the member to use accumulated sick leave for pregnancy (see Section 6.015) including the right to combine sick leave and parental is so noted in the notice of intent to use leave.

6.044 Early return from a parental leave may be requested in writing; however, the decision to permit an early return is within the discretion of the Superintendent.

6.045 The Board and BRTA agree that all eligible bargaining unit members will be covered by the Family Medical Leave Act, if applicable.

6.046 A bargaining unit member on parental leave may continue to participate in the insurance coverage(s) provided by this Agreement by payment of the premium otherwise payable by the Board at the beginning of each month at the office of the Treasurer.

- 6.047 Any member desiring reinstatement for the succeeding school year must notify the Superintendent of this intent to return no later than April 1st. Bargaining unit members providing such notification will be reinstated at the beginning of the next succeeding school year unless an additional year of leave has been granted as set forth in Section 6.04, above. "Reinstatement", as used in this provision, shall mean reinstatement to the same position with the same contractual status which the bargaining unit member held prior to the leave, as long as such position exists. If such position no longer exists, the bargaining unit member will be returned to a position for which she is certified/licensed.
- 6.048 Time spent on parental leave will not be charged against any other leave provision, except FMLA where applicable.

6.05 Professional Leave

- 6.051 Bargaining unit members may be excused from the performance of their duties to attend professional meetings which will increase their competence in an area related to the performance of their teaching duties.
- 6.052 Requests must be filed in writing (form provided) and approved by the Curriculum Director before being forwarded to the Superintendent.
- a. Requests must be filed at least ten (10) working days prior to the meeting. The Superintendent may, in his/her decision, waive this requirement.
 - b. The request must be accompanied by any pertinent information.
- 6.053 Determination of appropriateness and authority to grant permission for attendance at such meetings will rest with the Superintendent.
- 6.054 The bargaining unit member shall file a summative written report with the Curriculum Director after completing the professional training, along with proof of attendance for the training. The bargaining unit member shall also provide oral reports to groups likely to benefit from the training.
- 6.055 Upon submission of the written report and proof of attendance required by Section 6.054 above, the bargaining unit member will receive full pay at the member's per diem rate for the number of days he/she attended the professional training, provided the training occurred during the teacher workday. Bargaining unit members who attend professional trainings on weekends, during the summer months, or outside the contractual work day will be paid at the per diem substitute rate. If the Board directs a bargaining unit member to attend a professional training that occurs outside the teacher workday, the member will be compensated at the member's per diem rate. The Board will provide the substitute upon the final approval by the Superintendent that the member may attend the professional training.

- 6.056 Professional leave time will not be charged to sick leave, personal leave or any other leave provision.
- 6.057 Bargaining unit members shall be reimbursed up to One Hundred Fifty Dollars (\$150.00) for documented registration fees and expenses (including mileage/travel) when the member requests and receives approval for professional leave.
- 6.058 The Board shall pay all fees and expenses (including mileage/travel) when a bargaining unit member attends professional meetings at the request of the District.
- 6.059 If determined by the Superintendent that adequate substitute teacher(s) are not available, professional leave will not be granted (a member would be reimbursed for any out-of-pocket expenses should the professional leave be denied for such purposes).

6.06 Special Education-Professional Leave

Special Education Workload

The district will utilize the workload calculation online tool (Service Provider Ration and Workload Calculator) provided by the Ohio Administrative Code for special education service providers in determining each provider's caseload.

Stipend for Caseloads Exceeding the Maximum Allowed

A Stipend will be provided to a bargaining unit member whose caseload exceeds the maximum allowed by Ohio Administrative Code because the District applied for and received a waiver for such exception from the Ohio Department of Education according to the following schedule:

- 0-90 days: 1.0% of the base*
- 91-121 days: 1.5% of the base*
- 121-184 days: 2.0% of the base*

*The payment listed above is not per student.

***IEP and IEP-PR Writing Days**

A bargaining unit member who has the responsibility of developing and writing Individual Educational programs (IEPs) as an Intervention Specialist shall be given up to four (4) release days each year for the purpose of writing the IEPs. The writing of IEPs on release days must occur at a building that is owned by the District but does not need to occur at the bargaining unit member's assigned building. If a bargaining unit member, in agreement with the Student Services Director, chooses to not utilize the allowable release days, he/she will be paid a stipend in the amount of the district per diem substitute teacher rate for each unused day. A bargaining unit member who elects to not use any of his/her release days and elect to be compensated at the substitute teacher rate must submit

a timesheet to the Student Services Director in order to be compensated for the said days. A bargaining unit member's number of release days will be determined as follows:

Up to 4 student IEPs one (1) professional day
5-8 students two (2) professional days
9-12 students three (3) professional days
13-16 students four (4) professional days

*If additional days are needed for those with 16 or more students, it will be handled on a case-by-case basis and the bargaining unit member will receive the Stipend for Caseloads Exceeding the Maximum, as applicable.

Additional release time may be authorized by the Director of Student Services due to extraordinary circumstances.

Speech and Language Pathologist ETR, IEP/IEP-PR Writing Time

A bargaining unit member who has the responsibility of developing and writing Individual Educational Programs (IEPs) as a Speech and language Pathologist shall be given adequate Evaluation Team Report (ETR), Individual Educational Program (IEP) and Individual Education Program-Progress Report writing time, within his/her regular workday, per the annual results of the Service Provider Ration and Workload Calculator.

Special Services Meetings Outside the Workday

When necessary, the administration may require special services meetings for bargaining unit members that may extend outside the normal workday. Such authorized time will be paid at seven dollars and fifty cents (\$7.50) per quarter (1/4) hour. No Special Services meetings shall be scheduled outside a bargaining unit member's normal workday, nor within the last 30 minutes of a bargaining unit member's normal workday. Bargaining unit members qualifying for this compensation must complete a time sheet and have the time sheet approved by the administrator attending the meeting.

6.07 Sabbatical Leave

6.071 Right to Leave

Upon presentation to the Superintendent of a satisfactory plan for professional growth, as subsequently described, sabbatical leave may be granted to an eligible bargaining unit member, for a period of not longer than one (1) school year.

6.072 Eligible for Leave

In order to be eligible for sabbatical leave, a member must have taught for five (5) consecutive school years in the District.

6.073 Rights While On Leave

- a. A member on sabbatical leave shall be paid in accordance with Section 3319.131 of the Ohio Revised Code.

- b. A member on sabbatical leave may continue all insurance coverage provided that at the beginning of each month the member makes payment for the premium of such coverage to the office of the Treasurer.
- c. The period of sabbatical leave shall be counted as teaching experience in making salary adjustment.

6.074 Right to Return from Leave

A bargaining unit member who successfully completes a plan for professional growth shall be reinstated the following school year to a comparable position with the one which he/she left.

6.075 Restrictions

The bargaining unit member given leave under this section may be required to return to the District at the end of such leave for a period of two (2) years unless he/she has completed twenty-five (25) years of teaching in the state of Ohio.

6.076 Not Grievable

The decision not to grant authorization for leave is not grievable under Article XIII of this Agreement.

6.077 Time spent on sabbatical leave will not be charged against any other leave provision.

6.08 Assault Leave

6.081 Right to Leave

A bargaining unit member who must be absent due to physical injury resulting from an assault which occurs as a direct result of Board employment will be eligible for assault leave.

6.082 Application for Leave

Upon the bargaining unit member's delivery to the Superintendent of a signed statement, on forms provided by the Board, he/she shall be granted such leave for the period of the disability. Such statement shall include the nature of the assault, the date of its occurrence, the name(s) of the individual(s) causing the assault or the description of the individual(s) if the name(s) is/are unknown, and the facts surrounding the assault. The bargaining unit member agrees to file criminal charges and/or to file a report with the school resource officer if the individual(s) causing the assault are known, as a condition of the Board approving such leave.

6.083 Eligibility for Leave

The bargaining unit member shall provide a certificate from a licensed physician stating the nature of the injury, that the employee is incapable of performing the

essential functions of his or her position, the duration of the leave related to the injury and the necessity of absence from regular employment. In addition, the Board may require the member claiming assault leave to submit to a medical examination. If the Board requires such a medical examination, the full cost of the examination, including mileage reimbursement, shall be borne by the Board.

6.084 Legal Actions Resulting from Assault

If legal action results and the effected member needs to attend court hearings (including workers' compensation hearings) associated with the assault and/or resulting injury, the member shall be granted paid leave to attend such hearings, provided the member gives adequate hearing notice documentation to the Superintendent prior to the hearing date. This leave shall not be charged to any other leave.

6.085 Restrictions

Falsification of either the signed statement or the physician's certificate is grounds, under Section 3319.143 of the Ohio Revised Code, and may subject the bargaining unit member to suspension and/or termination of employment under Section 3319.16 and related sections of the Ohio Revised Code.

6.086 Rights While on Leave

- a. A bargaining unit member on assault leave shall receive his/her full daily salary less the amount received by that individual, if any, for workers' compensation which covers loss of pay sustained for the injury. However, the member's pay shall not be reduced by benefits received to cover medical expenses, nursing expenses, hospital expenses, medicine and/or rehabilitation.
- b. Leave granted under this section shall not be charged against such leave earned or earnable under Section 3319.141 of the Ohio Revised Code or any other provision of the Agreement.

6.087 Termination of Leave Benefits

Assault leave benefits shall cease after one hundred and eighty (180) days or upon resignation or mandatory retirement as provided for in Section 3307.37 or related sections of the Ohio Revised Code.

6.09 Court/Arbitration Appearance

6.091 Right to Leave

A bargaining unit member who, because of his/her employment in the school system, as subsequently defined, is required to appear as a witness by court/arbitration subpoena, will be granted leave for such appearance.

6.092 Notice of Intent to Use Leave

A bargaining unit member receiving a subpoena and desiring to use court/arbitration leave shall notify the Superintendent as far in advance as possible.

6.093 Rights While on Leave

- a. A bargaining unit member on court/arbitration leave shall receive his/her full salary and benefits while on said leave.
- b. Time spent on court/arbitration leave will not be charged against any of the above leave provisions.

6.094 Purpose of Leave

"Because of his/her employment" shall be defined for the purpose of this Section to refer to lawsuits or arbitrations involving the District and incidents involving employees and/or students which said member may have occasion to observe and/or have knowledge of because of his/her position with the District.

6.095 Restrictions

Court/arbitration leave shall not be used in cases where the expertise of the bargaining unit member is the basis for the court/arbitration appearance, but rather for matters which specifically relate to circumstances which could only have been observed and/or known because of the employment with this school district.

6.096

Leave will not be granted to a bargaining unit member if the member files suit against the Board, or one or more of its employees. Furthermore, leave will only be granted as a result of a court subpoena requiring a member to appear as a material witness, not as a party to the action.

6.097

Leave will not be granted for court/arbitration or trial preparation time, but only for actual time in court/arbitration.

6.10 Jury Leave

6.101 Right to Leave

A bargaining unit member required by law to report for jury duty shall be granted jury leave for the duration of such duty.

6.102 Notice of Intent to Use Leave

A bargaining unit member receiving notice to appear for jury duty and desiring to use jury leave shall notify the Superintendent as far in advance of the absence as possible, utilizing the personal leave form attached hereto as Appendix E.

6.103 Rights While On Leave

- a. A bargaining unit member on jury duty leave shall receive his/her full salary and benefits while on said leave provided appropriate verification that such service was rendered is provided to the Treasurer.
- b. Time spent on jury leave will not be charged against any of the above leave provision.

6.11 Family and Medical Leave Act

6.111 Bargaining unit members are entitled to leave as provided in the Family and Medical Leave Act (FMLA) and its associated regulations. For purposes of this Section, "12-month period" is defined as "the 12-month period measured forward from the date the employee's first FMLA leave begins" (i.e. the leave year is specific to each employee). The member is entitled to twelve (12) weeks of leave during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period commences the first time FMLA leave is taken after the completion of any previous 12-month period.

6.112 All bargaining unit members who have accumulated at least one year of service in the District may apply for family leave under the provisions of the federal Family and Medical Leave Act of 1993.

6.113 A member desiring to use family leave shall notify the Superintendent in writing at least thirty (30) calendar days prior to the beginning of the leave, if the need for the leave is foreseeable; otherwise, the written notice shall be given as soon as possible after the member learns of the need for the leave. The member's notice must specify that Family Leave will be the type of leave taken.

6.114 During the leave, for up to twelve (12) weeks per year, as defined above, the Board shall continue to pay the applicable contributions it makes for a member on the active payroll to continue participation in life, health, prescription drug, and dental insurance.

6.12 Military Leave

Military leave shall be provided in accordance with applicable state and federal law.

6.13 Unpaid Leave

6.131 Bargaining unit members may, under conditions specified in State Law and Board Policy, be granted leaves of absence without pay. It is understood that no member

shall have a right to such unpaid leave for sporadic or short term absences, whether or not based upon illness (unless qualified under appropriate FMLA leave). For example, unpaid leave will not be granted for non-FMLA qualifying absence to extend the employment of a member where such member has exhausted all accumulated and/or advanced sick leave, unless the request is for long term unpaid leave and based upon legitimate medical reasons.

- 6.132 For unpaid leave that is non-medical, written requests, including a reason, must be made to the superintendent 45 calendar days in advance and are subject to board approval.

6.14 Donation of Sick Leave

Sick Leave Bank Committee

1. A committee shall be formed to administer the Sick Leave Bank.
2. The committee will be empowered to adopt the rules and regulations for participation in and operation of the bank.
3. Decisions required to administer the Sick Leave Bank will not modify the current Agreement (except as defined herein) and are not subject to this Agreement's grievance procedure that appears in Article XIII.
4. Composition:
 - a. Four (4) Association members appointed by the Association President;
 - b. One (1) administrative representative appointed by the Superintendent to act in a non-voting advisory capacity only;
 - c. The Association President will be a member of the committee.
5. Additional responsibilities: As referenced in the "Limits" section of this article, the committee will be called upon to make decisions identifying an emergency which would grant additional leave to a bargaining unit member under specified conditions.
- b. Eligibility

Bargaining unit members are eligible to receive days from the sick leave bank if they have met all of the following criteria:

1. Contributed one (1) - five (5) days to the bank (with the exception of bargaining unit members at Step 0 and Step 1 on the Salary Schedule and/or members who would otherwise qualify under this section in paragraphs 2, 3, and 4 to use the sick leave bank at the time this Agreement is ratified between the parties);
2. Exhausted all sick leave days, including advancement;

3. For a period of time, or intermittent time.
 4. Have a catastrophic illness/injury (self or immediate family) verified by a physician.
- c. Enrollment/Application for Days
1. The sick leave bank is voluntary and all bargaining unit members are eligible to enroll.
 2. The deadline for enrollment during a school year is October 1 of the school year and enrollment must precede any intended use of the Sick Leave Bank.
 3. Forms for enrolling in or making application to the Sick Leave Bank are included in the Appendices.
- d. Limits
- Bargaining unit members are limited to receive no more than thirty (30) days of sick leave from the bank in a given school year. On a one-time basis over the course of employment, this amount may be increased by up to an additional thirty (30) days in a given school year if authorized by the Sick Leave Bank committee. The maximum amount allowed over the course of employment with the District is one hundred twenty (120) days.

Article VII VACANCIES AND TRANSFERS

7.01 Vacancies

7.01 Vacancy Defined

- a. Unless the provisions of Article VIII (Reduction in Staff) are implemented, a vacancy in a bargaining unit position shall exist when:
 1. A bargaining unit member dies;
 2. A bargaining unit member resigns;
 3. A bargaining unit member retires;
 4. A bargaining unit member has his/her limited teaching contract non-renewed or terminated;
 5. A bargaining unit member is promoted; or,
 6. A new position is created with the bargaining unit.

- b. This Article shall not restrict reduction by attrition, and shall not restrict the Board's right to use substitutes to fill openings occurring after the school year begins.

Any certified vacancy other than Superintendent or in a newly created position that occurs during the work year shall be posted clearly in every school building and on the District Website within five (5) work days of when the Superintendent determines that such vacancy will exist, which shall not be more than twenty (20) work days from an occurrence listed above. If the Superintendent determines not to fill a vacancy, he/she will notify the Association President in writing.

- 7.012 During the summer, notification of any certified vacancies shall be posted in the central administrative office, on the District website, and on a dedicated telephone job line.
- 7.013 No such vacancy occurring prior to the close of the school year shall be filled until it has been posted for at least ten (10) working days. No vacancy occurring in the month of May shall be filled until it has been posted for at least five (5) working days. If a vacancy occurs after the close of the work year and prior to July 10 it shall not be filled prior to ten (10) calendar days following the day on which the notice was posted. The District must still abide by the voluntary transfer procedures as set forth in Section 7.022 prior to filling any vacancy.
- 7.014 Vacancies occurring between July 10 and August 15 shall be posted pursuant to the above but may be filled as soon as a suitable individual is found.
- 7.015 Vacancies occurring on or after August 15 need not be posted and may be filled by a long-term substitute. Those bargaining unit members with prior stated interest shall be notified.

7.02 Voluntary Transfer

- 7.021 A bargaining unit member who desires to transfer into a vacant existing position or a newly created position shall send a letter of interest to the Superintendent via electronic mail within five (5) working days of the vacancy posting.
- 7.022 Any bargaining unit member who has submitted a letter of interest for a posted vacancy shall receive an interview with an administrator. If two (2) or more bargaining unit members submitted letters of interest and the Superintendent deems the candidates to be equal, the bargaining unit members will receive an interview with a hiring committee prior to the filling of the vacancy.
- 7.023 Voluntary transfer requests will be reviewed and considered prior to taking action in Section 7.03.

- 7.024 If a bargaining unit member's request for a transfer is denied, he/she will, upon written request, receive a written explanation as to the basis for the denial from the Superintendent or his/her designee.

7.03 Involuntary Transfer

- 7.031 Written notice of involuntary transfers will be given or sent to the bargaining unit member prior to June 1. Necessary involuntary transfers after June 20 will be handled on an individual basis as they arise.
- 7.032 Before giving written notice of an involuntary transfer, which shall occur within ten (10) work days of receiving verbal notification, the Superintendent or his/her designee will contact the bargaining unit member and afford him/her an opportunity to discuss the proposed transfer. Any member involuntarily transferred will be given the written reasons for the transfer, which shall be for educational reasons, will not be arbitrary or capricious, and will factor in the inverse seniority order in the affected area of licensure at the Superintendent's discretion. If the Superintendent or his/her designee has been unable to contact the bargaining unit member, then notice of the transfer may be sent by school mail.
- 7.033 If the Superintendent determines that an involuntary transfer is necessary after the last teacher workday of the year (when bargaining members are not on contract), they or their designees shall contact the bargaining unit member via telephone, work email, and home email (if on file with the District) within seven (7) calendar days to schedule a conversation to discuss the proposed transfer. Any member who is given notice that they will be involuntarily transferred after the last teacher workday of the year will also be given the written reasons for the transfer, which shall be for educational reasons, will not be arbitrary or capricious, and will factor in the inverse seniority order in the affected area of licensure at the Superintendent's discretion.
- 7.034 A list of open positions in the school system will be made available to a bargaining unit member being involuntarily transferred. The bargaining unit member may request, in order of preference, the position(s) to which he/she desires to be reassigned. The ultimate determination relative to the assignment of the bargaining unit members remains with the Superintendent.
- 7.035 The Superintendent will not transfer a bargaining unit member who was involuntarily transferred the preceding school year, unless the member consents or under circumstances where there are no other bargaining unit members in the District with the necessary licensure for the position.
- 7.036 A bargaining unit member being involuntarily transferred may choose to resign and seek employment elsewhere. If the bargaining unit member makes such a decision the Board shall hold said individual harmless of Section 3319.15 of the Ohio Revised Code.

7.04 Definition

For purposes of this Article, "transfer" means reassigning a bargaining unit member to a different building and/or subject area in grades seven (7) through twelve (12) and/or grade level in grades kindergarten (K) through six (6).

ARTICLE VIII REDUCTION IN STAFF

8.01 Reduction

If the Board decides to effect a planned reduction in the number of bargaining unit members, in whole or in part, the reduction shall be achieved in the following manner.

8.02 Attrition

The number of bargaining unit members affected by a reduction in force will be kept to a minimum by not employing replacements, insofar as is practicable, for a bargaining unit member who retires, resigns dies, or whose contract is terminated or non-renewed.

8.03 Suspension of Contract

8.031 Criteria and Procedure:

For purposes of sections 8.031 and 8.041, the term "Ineffective," "Developing," or "Skilled" or "Accomplished" refer to the final summative rating.

Within each area of certification affected, reduction not achieved by attrition shall be accomplished in the following order:

- a. First to be reduced category: Contracts for positions filled by retired/rehired bargaining unit members shall first be suspended.
- b. Next to be reduced category: Any reduction plan will utilize the most recent final summative evaluation and suspend contracts in the following order:
 1. Second to be reduced category: This category shall consist of all bargaining unit members rated "Ineffective." All bargaining unit members in this category will be considered as having "comparable evaluations" and the District will suspend contracts of teachers in this category as follows: limited contracts by seniority (least to most), followed by continuing contracts by seniority (least to most).
 2. Third to be reduced in force category: This category shall consist of all bargaining unit members with a rating of "Developing." All bargaining unit members in this category will be considered as having "comparable evaluations" and the District will suspend contracts of teachers in this category as follows: limited contracts

by seniority (least to most), followed by continuing contracts by seniority (least to most).

3. Fourth to be reduced in force category: This category shall consist of all bargaining unit members with an alternative or temporary teaching license and a rating of “Skilled” or “Accomplished.” All bargaining unit members in this category will be considered as having “comparable evaluations” and the District will suspend contracts of teachers in this category as follows: limited contracts by seniority (least to most), followed by continuing contracts by seniority (least to most).
4. Fifth to be reduced in force category: This category shall consist of all bargaining unit members with a traditional teaching license and a rating of “Skilled” or “Accomplished.” All bargaining unit members in this category will be considered as having “comparable evaluations” and the District will suspend contracts of teachers in this category as follows: limited contracts by seniority (least to most), followed by continuing contracts by seniority (least to most).

8.032 Notice

8.0321 At least twenty (20) work days prior to any proposed action by the Board to affect a reduction in force, the Superintendent will meet with the Association President to review the procedures that will be used, member certifications, and type of contracts that will be involved in the reduction in force.

8.0322 The Superintendent or their designee shall notify bargaining unit members about a potential reduction in force via District email within five (5) calendar days of the meeting with the Association President outlined in Section 8.0321 above.

8.0323 If a bargaining unit member obtained a new or updated certificate or license prior to receiving the email notice about the proposed reduction in force, as outlined in 8.0322, and it is not currently on file with the District, they must file it with the District within ten (10) calendar days of receipt of said notice. If a bargaining unit member submits a new or updated license(s)/certificate(s) within the ten (10) day window, the District will update the seniority list accordingly. The District will not accept any new or updated license(s)/certificate(s) submitted after the ten (10) days have expired.

8.0324 At least fifteen (15) calendar days prior to the date of the proposed Board action, the Superintendent shall send written notice by certified mail,

return receipt requested, to each bargaining unit member whose teaching contract is to be proposed for suspension. Alternatively, the Superintendent may have such notice personally delivered to each affected member at least fifteen (15) calendar days prior to the proposed Board action.

8.04 Recall

Superintendent may have such notice personally delivered to each affected member at least fifteen (15) days prior to the proposed Board action.

8.041 A bargaining unit member who has his/her teaching contract suspended while on a continuing teaching contract shall have recall rights provided in Section 3319.17 of the Ohio Revised Code. A member who has his/her limited teaching contract suspended and keeps the Board informed of his/her address shall have recall rights for two (2) years after Board action.

For purposes of this Section, "Recall rights" means the right to be offered a comparable position (full time for full time or part time for part time) within the member's area(s) of certification/licensure before the position is filled by hiring a person not already employed by the Board. Acceptance of a part time position does not jeopardize the right to recall to a full time position. Openings will be offered to members with recall rights by area of certification/licensure as follows:

- a. Bargaining unit members with continuing contracts who are rated "Skilled" or "Accomplished," by seniority (most to least); then,
- b. Bargaining unit members with limited contracts who are rated "Skilled" or "Accomplished," by seniority (most to least); then,
- c. Bargaining unit members with continuing contracts who are rated "Developing," by seniority (most to least); then,
- d. Bargaining unit members with limited contracts who are rated "Developing," by seniority (most to least); then,
- e. Bargaining unit members with continuing contracts who are rated "Ineffective," by seniority (most to least); then,
- f. Bargaining unit member with limited contracts who are rated "Ineffective," by seniority (most to least).

8.042 To be eligible for an offer of reinstatement, bargaining unit members must keep the Board informed of his/her current address, telephone number, and home email address. Offers of reemployment shall be made by certified United States Mail, return receipt requested, and home email address. If a member responds to the email offer by any means, the member will have two (2) weeks from the date of the response to either reject or accept the offer of reinstatement. If a member does

not respond to the email offer, the member will have two (2) weeks from receipt of the certified mail, or from the return of the offer by the postal department because of an incorrect address, to either reject or accept the offer of reinstatement. If the member fails to respond to the email or pick up the certified mail notice within three (3) weeks of mailing, the member shall waive all rights under this Article.

8.043 Upon recall, all benefits to which a bargaining unit member was entitled at the time of his/her suspension, including unused accumulated sick leave, will be restored to him/her upon his/her return to active employment. He/she will be placed on the proper step of the Salary Schedule for his/her current position according to his/her experience and education.

8.044 No new employees will be hired by the District to fill vacant positions if there are qualified and properly certificated/licensed bargaining unit members on the recall list, unless or until all qualified and properly certificated/licensed members on the recall list have rejected reinstatement in such positions consistent with Section 8.042, above.

8.05 Area of Certification

A bargaining unit member with more than one (1) area of certification/licensure shall be considered for retention under 8.03 in each of his/her areas of certification/licensure before his/her contract is suspended. Likewise, he/she may exercise his/her areas of certification/licensure.

8.06 Seniority

8.061 For the purpose of this Agreement, seniority will mean continuous service in a bargaining unit position. Continuous service shall be determined from the most recent date of hire into a bargaining unit position as determined by the first (1st) day worked.

8.062 When continuous service is equal, the tie will be broken by the earlier date of the Board meeting at which the bargaining unit member was hired, for the first employment contract. If continuous service is still equal, the members will draw numbers by lottery, the member drawing the lowest number shall become the first one to be reduced. The Association President shall be present. The seniority lottery procedure is outlined in Appendix L of this Agreement.

8.063 Continuous service will not be broken by authorized leaves of absence, employment by the Board in a position outside the bargaining unit, or as a result of a planned reduction in force from which the bargaining unit member was recalled, but such time shall not be counted in computing continuous service.

8.07 Seniority List

The Superintendent shall, at all times, have available in his/her office a current seniority list. An updated seniority list shall be sent to the Association President each year by November 1st. A bargaining unit member may view said seniority list upon request.

8.08 Effect of This Article

It is the express understanding and agreement of the parties hereto that the provisions of this Article, may not conflict with the requirements of Revised Code Section 3319.17, but in all other respects shall supersede and take the place of any contrary provisions of the Revised Code.

ARTICLE IX WORK YEAR AND WORKDAY

9.01 Work Year

9.011 The work year for all bargaining unit members shall not exceed a total of one hundred eighty-four (184) workdays, as follows:

- a. For any year when the student instructional year runs between Labor Day and Memorial Day (not including make-up student instructional days based on calamity days):
 1. Up to one hundred seventy-seven (177) days for instruction;
 2. At least three (3) professional development days;
 3. At least four (4) half (½) day record days;
 4. One (1) teacher preparation day prior to the first student day;
 5. Four (4) half (1/2) days for evening parent-teacher conferences in exchange for two (2) compensation days that will be voted on by the teaching staff.
- b. For any year when the student instructional year does not run between Labor Day and Memorial Day:
 1. Up to one hundred eighty (180) days for instruction;
 2. Six (6) non-student days. These 6 days will be a combination of professional development days and work days;
 3. One (1) teacher preparation day prior to the first student day; **

- 4. Four (4) half ($\frac{1}{2}$) days for evening parent-teacher conferences in exchange for two (2) compensation days that will be voted on by the teaching staff.
 - 5. At least four (4) half ($\frac{1}{2}$) day record days.
 - c. The District will have a 2-hour release on the day before Thanksgiving.
 - d. Open house is mandatory for all teachers.
 - e. For the first five (5) calamity days of a school year, teachers shall not report to work but shall have the day counted as a work day. Calamity days 6 and beyond will be remote learning days in accordance with the District's Remote Learning Plan.
 - i. The District's Remote Learning Plan shall be shared with bargaining unit members by September 1 of each given school year.
- 9.012 The per diem pay of a bargaining unit member shall be computed on the basis of one hundred eighty- four (184) workdays.
- 9.013 NEOEA Day shall be included in the school calendar as a non-paid day upon which no teacher work is scheduled.

9.02 School Calendar

- 9.021 A calendar committee consisting of four (4) administrators and four (4) Association representatives shall meet to select a calendar(s) for the proceeding school year by January 15th.
- 9.022 Bargaining unit members shall vote on their preference for the school calendar by February 1st.
- 9.023 The adopted school calendar for each work year shall be distributed to each bargaining unit member following its adoption by the Board. The Superintendent shall provide a written explanation to the Association President within five (5) work days after the school calendar is adopted, if the adopted school calendar differs from the bargaining unit members' preferred choice as determined by the aforementioned vote.
- 9.024 The Board will include make-up days, in order of priority, within the school calendar so that a bargaining unit member will be aware of the day(s) to be utilized in the event it is necessary to make-up a workday(s) outside of the established school calendar.

9.03 Workday

- 9.031 Each bargaining unit member will be assigned appropriate starting and dismissal times, provided, however, that the work day shall be no longer than seven and one half (7 1/2) consecutive hours, including a thirty (30) minute duty free lunch period, guaranteed under Section 3319.111 of the Ohio Revised Code.
- 9.032 No bargaining unit member shall be requested to report for duty earlier than 7:00 A.M. nor remain on duty later than 4:00 P.M.
- 9.033 Duties such as study hall, homeroom, recess, playground, bus, lunch, and detention shall be distributed as equally as possible and rotated from year to year among bargaining unit members.
- 9.034 There shall be no more than seven (7) meetings per year called by Administrators that begin prior to the bargaining unit members' normal daily starting time or end after the normal daily ending time, including student early release day meetings. In the absence of exigent circumstances, the administration will provide staff with notice of such meetings at least five (5) calendar days in advance. In no event shall those maximum of seven (7) meetings begin or end more than sixty (60) minutes beyond the normal workday. The number of meetings can be extended with the approval of the Superintendent and the Association President. In the absence of an emergency, no meeting will be scheduled for the last workday of any week.

9.035 Flex Time

- 9.0351 Building principals will distribute a list of approved events and activities for flex time qualification to all bargaining unit members within five (5) work days after the first day of each quarter. This list may be updated in accordance with the needs of the building and redistributed to all bargaining unit members. Records of accrued, requested, and used flex time will be tracked and maintained at the building level.
- 9.0352 If a bargaining unit member assists with an afterschool or weekend activity or event for which he/she does not receive supplemental or stipend pay in a given academic quarter, they shall receive sixty (60) minutes of flex time to be used in fifteen- or thirty-minute increments at the beginning or end of the contract day and/or during non-instructional time. This time may not be used on district professional development days. During teacher half-workdays, teachers may use this time during their scheduled work time. However, teacher request or use of this time during teacher half-workdays cannot have any impact on the Professional Development schedule or the teacher's attendance at the Professional Development session(s). Use of this time must be pre-approved at least twenty-four (24) hours in advance by the building principal.

9.0353 Bargaining unit members shall only accrue sixty (60) minutes of flex time per academic quarter. Flex time must be used within 40 work days from the date of the event/activity of which it was accrued. Flex time accrued in the fourth quarter can only be used on the last teacher workday. Any flex time not used will be forfeited at the end of the school year.

9.04 Preparation Time

9.041 In accordance with paragraph (A)(8) of rule 3301-35-05 of the Ohio Administrative Code, a bargaining unit member shall, in addition to his/her lunch period, have at least two hundred (200) minutes per week of regular preparation time during the teacher work day, in which he/she will not be assigned to any other duties.

- a. Elementary School: Not less than forty-five (45) consecutive minutes daily exclusive of reasonable transition/travel time for escorting students.
- b. Middle School: Not less than one (1) normal class period daily.
- c. Senior High: Not less than one (1) normal class period daily.

9.042 A bargaining unit member employed to teach in both the elementary and grades 6, 7 and 8 shall be entitled to a regular preparation time.

9.043 A bargaining unit member employed as an elementary specialist (Art, Music, or Physical Education) shall be considered an elementary teacher for the purpose of this Article.

9.044 Any member assigned to teach grades 6-12 who has more than four (4) regular class preps or three (3) preps when teaching at least one advanced placement class, shall not be assigned to any before or after school duties.

9.05 Class Size

The Board will follow the adopted state standards.

9.06 Parent/Teacher Conferences

The scheduled district-wide parent/teacher conferences and two (2) days compensatory time shall be arranged through the Association President and the Administration.

9.07 Common Planning Periods

The Board agrees to make reasonable efforts to provide Common Grade Level Planning Periods.

9.08 Criminal Records Check

It is acknowledged by the BRTA that the Board acknowledge that criminal records investigation reports are required for applicants and, periodically, by current employees

under state law. It is expressly agreed between the Board and the BRTA that the Board may discharge any employee upon receipt of a criminal records check, if the criminal records check contains a report of any of the offenses outlined in the Ohio Revised Code which prohibit by law, the Board from employing the individual. If any discharge of a teacher must occur, the mandates of O.R.C. Section 3319.16 (termination statute) shall not be required.

9.09 Record Keeping

The Board shall provide all bargaining unit members with one-half (1/2) day for record keeping at the end of the first semester. That day would be one-half (1/2) day of professional development/one-half (1/2) day of grading/records.

9.10 Training for Special Procedures

A bargaining unit member required to perform medically related or other extraordinary procedures for students with special needs will receive training appropriate to the particular procedure.

9.11 Preparation of Electronic Reports

The Administration and Association shall work collaboratively to facilitate the implementation of electronic reporting systems and/or any changes regarding grading procedures, report cards, progress reports, interim reports, or any other reporting requirements. Members shall be provided with appropriate training relative to the use of such electronic reporting systems.

9.12 School Psychologist and Speech Language Pathologist

Using the Ohio Department of Education Service Provider Ratio and Workload Calculator, the Student Services Director and bargaining unit member will annually develop a schedule based on a seven and one half (7.5) hour day which shall include a thirty (30) minute uninterrupted lunch and an uninterrupted plan time of forty-five (45) minutes. The initial schedule will be developed no later than the end of the first week of students' attendance. This schedule will be jointly maintained and updated based on student service needs.

Article X INDIVIDUAL RIGHTS

10.01 Disciplinary Proceedings

A bargaining unit member shall have the right to be represented by the Association at any meeting with administration which the member has reason to believe could lead to discipline. A member who intends to exercise this option shall inform the administration in advance, or as soon as the member determines the need for such representation, of his/her intent to be accompanied by Association representation or any other person of his/her choice and the identify of the representative(s). It is not the intent of the parties that this provision will prohibit the removal of a member from the classroom in

extraordinary circumstances, provided, however, that the disciplinary hearing be held in an expedient manner.

10.02 Discipline

A bargaining unit member shall not be disciplined without considering the facts in the case or just cause.

10.021 The following are guidelines for progressive disciplinary action which may be considered for disciplinary actions. Depending on the nature of the offense/violation, disciplinary action may be initiated at the discretion of the Superintendent or his/her designee at any of the following levels:

- a. Verbal Warning: Verbal notification to the bargaining unit member.
- b. Reprimand: Written reprimand with a written copy to the immediate supervisor, the personnel file, the bargaining unit member and the Association President.
- c. Suspension: Disciplinary removal with loss of pay may be given. All suspensions and/or loss of pay must be issued by the Superintendent, with a written copy to the personnel file, the bargaining unit member, and the Association President.
- d. Termination of employment contract shall be by the Board.

10.022 Disciplinary actions beyond a written reprimand must meet commonly understood standards of just cause and OEA/NEA representation may be available at these levels upon the request of the bargaining unit member.

10.023 No bargaining unit member will experience a loss in pay until a disciplinary meeting is held.

10.024 The termination of a bargaining unit member will be governed by the provisions of O.R.C. Section 3319.16.

10.025 A written memo of the verbal reprimand will be given to the employee with the nature of the reprimand and the date of occurrence. This memo will not be placed in the member's personnel file. The memo will be signed by the member and the administrator. The teacher's signature will not be construed to constitute agreement with the content of the reprimand; but will instead indicate that he/she has received the memo. The administrator, the Superintendent, the member, and the Association President will receive a signed copy of the memo.

10.03 Access to Personnel Records

10.031 A bargaining unit member may request a review of his/her personnel file with the Superintendent. All items in the personnel file shall be available to the member. The member may have representation when reviewing the file contents. The

Board will provide members with a reasonable amount of copies, not to exceed twenty (20) copies, at no cost. The member may place a written notice of rebuttal with any disputed item in the file within ten (10) work days of the disputed item being placed in the member's file. The bargaining unit member may dispute the accuracy of any item(s) in the file and request that the Superintendent review such item(s) for possible removal from the file in accordance with ORC Section 1347, et. seq. The Superintendent will notify the member of the decision on the request to remove data.

10.032 In the event any person, other than the bargaining unit member's supervisor or other administrator, seeks to review the personnel file of a member notification to the member will be made in advance of such review, if possible. Where possible, such notice shall include the name of the person making the request, the date the request was made and, if scheduled, the date and time of the review. Reasonable efforts will be made to provide the member the opportunity to be present at the time of the review and be accompanied by a representative of his/her choice. This clause is waived whenever a duly processed search warrant is presented.

10.033 Items relating to work performance and/or discipline (regular duties or supplemental duties) shall be signed and dated by the appropriate administrator and the teacher, with a copy provided to the bargaining unit member prior to placement in the personnel file. The teacher's signature shall indicate the teacher has received the item and shall not be construed as agreement with the content of the item being signed. No materials shall be placed in a member's personnel file which comes from any anonymous source.

10.034 No data relating to student standardized test scores shall be placed in a bargaining unit member's personnel file.

10.04 Documented Complaint

If a documented complaint regarding a bargaining unit member is received by the Administration or Board, the member will receive a copy if: 1) the documented complaint is shared with other Administrators or members of the Board; or 2) the Administration intends that said document be placed or referenced in the member's personnel file. Prior to placement of such documentation in the personnel file, the member will first be provided an opportunity to respond to the complaint. Following this response, if it is determined that documentation be placed in the personnel file, the member will have an opportunity to provide a written rebuttal to such documented complaint.

10.05 Job Sharing

Job sharing shall refer to a voluntary option available for teachers, subject to the prior approval of the Superintendent to share one full-time position. Notification of approved job sharing plans will be provided to the Association President for review and approval of the Association.

- 10.051 Teachers shall assume responsibility for finding job sharing partners. No teacher shall be required to job share.
- 10.052 Partnerships must be formed by June 1.
- 10.053 Each teacher shall acquire one (1) year seniority for each year of job sharing worked.
- 10.054 A job sharing partnership shall last one (1) school year.
- 10.055 Upon dissolution of the job sharing partnership, each job sharing teacher shall be guaranteed a full-time position in the school from which s/he left if a position is available in that school. If a position is not available in his/her previous school, s/he shall be given a full-time position for which s/he is certificated within the District.
- 10.056 Due to, the nature of job sharing, such arrangements will not always reflect an exact 50% split of responsibilities. Consequently, job sharing approved by the Superintendent may assign varying percentages to each teacher for purposes of determining salary and benefits. It is further understood that, due to the need for coordination of educational programming, etc., the actual amount of the work day needed to facilitate a successful job share may exceed the percentage assigned by the Superintendent for pay and benefits and the amount of the work day shall be agreed upon in writing at the time the job share is approved.
- 10.057 In order to maximize the continuity of the educational program of students, each participating teacher shall, with advance notice, substitute for his/her partner and shall be paid the appropriate prorated amount at the daily substitution rate. If the partner cannot substitute, a qualified substitute shall be employed.
- 10.058 A written grading philosophy and discipline standard in compliance with existing policies will be agreed upon by the participants and the building principal. Said philosophy and standard will be kept on file in the Principal's office, and distributed and discussed with parents within the first three (3) weeks after the start of school. The same holds true for new subjects.
- 10.059 Equity of work load/time on duty will be attempted at all times by all participants concerned. A schedule will be determined and agreed upon before the building schedule is finalized. Teachers and building principal will meet to discuss room assignment, scheduling, supplies, etc. as soon as said items are determined.
- 10.0510 Teachers will work their regular day on in-service and conference days.

10.06 Long Term Substitutes

- 10.061 Long-term substitutes are defined as substitute teachers placed in the same assignment for more than sixty (60) work days. All long-term substitutes shall receive a written contract of employment.

- 10.062 The employment of long-term substitutes shall be for the period specified in their contract of employment, and shall automatically expire at the end of that term without action by the Board or further notice to the teacher. Neither the provisions of Article XI, Evaluation, nor the provisions of Section 3319.11, Ohio Revised Code, shall apply to long-term substitutes. The Association President shall be notified on or before the first day of the long-term substitute's employment in such position.
- 10.063 A long-term substitute shall be granted a year of service credit only if employed for a minimum of one hundred twenty (120) work days (at least three and one-half [3-1/2] hours per day) in any one school year.
- 10.064 Neither provisions of Article VIII— Reduction in Staff, nor the provisions of Section 3319.17, Ohio Revised Code, shall apply to long-term substitutes or to a permanent substitute.
- 10.065 Neither the provisions of Article XI — with respect to evaluation, nor the provisions of Section 3319.111 or Section 3319.11, Ohio Revised Code shall apply to long-term substitutes.
- 10.066 Beginning with the 61st day of employment a long-term substitute shall be placed on the BA-0 step of the salary schedule and become a bargaining unit member.

10.07 Student Information

- 10.071 Up-to-date Individualized Education Plans (IEPs), 504 plans, and Behavior Improvement Plans (BIPs) for students shall be furnished to each appropriate bargaining unit member (classroom teacher, specials teachers) within fourteen (14) calendar days of the first teacher workday of each school year.
- 10.072 Any student IEPs, 504 plans, and/or BIPs that have been recently updated shall be furnished to the appropriate bargaining unit member (classroom teacher, specials teacher) within ten (10) calendar days of finalization.

10.08 Resources for Testing

The District shall ensure that bargaining unit members have adequate resources for the testing of students as required by law.

Article XI EVALUATION

The parties agree to implement the Ohio Teacher Evaluation System (“OTES”) and Ohio School Counselor Evaluation System (“OSCES”) and use the associated forms, including the OTES and OSCES-designated rubric(s) issued by ODE. The parties shall maintain the current evaluation system until the Ohio Department of Education adopts and requires changes to the current evaluation system, as amended by any required legislation in the future. Evaluations for the

School Psychologist and Speech and Language Pathologist shall follow the framework's components as well as the timeline of the OTES. Appendix J contains all documents that pertain to best practices for the evaluation process, including optional forms.

Recognizing that changes may not occur until after the ratification of this Agreement, the following provision will apply:

The Evaluation Advisory Committee, as found in 11.14, will convene to work through the changes required by law.

11.01 Evaluation Procedure Defined

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

11.02 Purpose

The purposes of teacher evaluation are:

1. To serve as a tool to advance the professional development of teachers.
2. To inform instruction.
3. Identify and document observed teacher competencies.
4. Facilitate teacher/evaluator communication and foster collaborative relationships between teachers as well as teachers and evaluators.
5. Collaboratively identify areas for improvement and positive assistance.
6. To support teachers in remedying identified needs.
7. To provide an information source for consideration in administrative decisions regarding the promotion and retention decisions for teachers.

The purposes of counselor evaluation are:

1. To serve as a tool to advance the professional learning and practice of school counselors individually and collectively in the District;
2. To guide District policy about the appropriate responsibilities of a school counselor;
3. To assist counselors and administrators in identifying and developing educational best practices in order to provide the greatest opportunity for the academic achievement, social and emotional development, and career planning of students.

The purposes of School Psychologist evaluation are:

1. To provide feedback regarding the overall quality of provided psychological services.

2. To identify services in need of enrichment.
3. To guide professional growth.
4. To encourage increased effectiveness of provided psychological services.

The purposes of Speech Language Pathologist evaluation are:

1. To provide feedback reflecting the unique role speech language pathologists play in facilitating children's overall performance as well as their success in the school community;
2. To facilitate speech language pathologist/evaluator communication and foster collaborative relationships between the speech language pathologist and teachers as well as between the speech language pathologist and evaluator;
3. To facilitate collaboration with other educators regarding curriculum decisions;
4. To provide feedback regarding the quality, culturally competent, assessment and treatment of communication disorders or difficulties for students in all educational settings, from pre-kindergarten through high school by the speech language pathologist;
5. To provide feedback if the speech language pathologist is meeting professional standards in light of the speech language pathologist's specific roles and responsibilities;
6. To guide professional development to ensure continuous professional growth.

11.03 Training and Review

- 11.031 Annual state updates on the Teacher and Counselor evaluation framework and system will be provided to bargaining unit members by the Evaluation Advisory Committee.
- 11.032 Teachers, Guidance Counselors, School Psychologists, and Speech Language Pathologists new to the District shall be formally briefed of the District's performance expectations, evaluation procedures, criteria, and the evaluation instruments which will be used in the evaluation process by the Superintendent/designee within thirty (30) working days of the first required teacher workday.
- 11.033 Annual state updates on the Teacher and Counselor evaluation framework and system will be reviewed by Administrators and at least 1 BRTA Member from each building. This will be done before the start of the school year annually or before the evaluation cycle begins.

11.04 Criteria for Performance Assessment

- 11.041 Teacher, Counselor, School Psychologist, and Speech Language Pathologist evaluations will utilize multiple components, with the intent of providing meaningful feedback to each teacher or counselor and assigning an effectiveness rating consistent with the OTES 2.0 or OSCES systems.

Each Teacher, Counselor, School Psychologist, or Speech Language Pathologist evaluation will result in an effectiveness rating of:

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

11.05 Assessment of Teacher, Counselor, School Psychologist, and Speech Language Pathologist Performance

- 11.051 Teacher performance will be evaluated during formal observations and walkthroughs. In OTES, such performance will comprise a percentage of a teacher's effectiveness rating which will be in compliance with the state percentage, and will be assessed through a holistic process by trained and credentialed evaluators based upon the following Ohio Standards for the Teaching Profession:

- a. Understanding student learning and development and respecting the diversity of the students they teach;
- b. Understanding the content area for which they have instructional responsibility;
- c. Understanding and using varied assessment to inform instruction, evaluate and ensure student learning;
- d. Planning and delivering effective instruction that advances individual student learning;
- e. Creating learning environments that promote high levels of learning and student achievement;
- f. Collaborating and communicating with students, parents, other educators, district administrators and the community to support student learning; and
- g. Assuming responsibility for professional growth, performance and involvement.

Assessment of Counselor Performance

- a. Comprehensive School Counseling Program
- b. Direct services for academic, career, and social/emotional development
- c. Indirect services; partnerships and referrals;
- d. Evaluation and data;
- e. Leadership and advocacy; and,
- f. Professional responsibility, knowledge, and growth.

Assessment of School Psychologist

- a. Planning and preparation;
- b. The Environment;
- c. Delivery of Service; and,
- d. Professional Responsibility

Speech Language Pathologist

- a. Planning and preparation;
- b. Therapy environment;
- c. Evaluation and intervention; and
- d. Professionalism.

11.06 Evaluation Cycle

11.061 Components of the Full Evaluation Cycle

- a. OTES
 - 1. Development of the Professional Growth Plan.
 - 2. Preconference (upon mutual agreement).
 - 3. Formal Holistic Observation followed by a conference.
 - 4. Two (2) announced walkthroughs.
 - 5. Formal Focused Observation will be completed with an emphasis on the identified focus area(s) followed by a conference.
 - 6. Summative Conference to review Holistic Rating.
 - 7. Conference to finalize Holistic Rating (unless teacher and evaluator mutually agree that this conference is not needed).

- b. OSCES
 - 1. Development of the Professional Growth Plan
 - 2. Preconference (if mutually agreed upon)
 - 3. Two (2) formal observations at least thirty (30) minutes
 - 4. Informal observations
 - 5. Demonstration of metrics of student outcomes
 - 6. Summative Conference to review Final Summative Rating.
 - 7. Conference to finalize Final Summative Rating (unless counselor and evaluator mutually agree that this conference is not needed).
- c. School Psychologist
 - 1. Development of the Professional Growth Plan
 - 2. Preconference (if mutually agreed upon)
 - 3. Two (2) formal observations at least thirty (30) minutes
 - 4. Informal observations
 - 5. Demonstration of metrics of student outcomes
 - 6. Summative Conference to review Final Summative Rating.
 - 7. Conference to finalize Final Summative Rating (unless counselor and evaluator mutually agree that this conference is not needed).
- d. Speech Language Pathologist
 - 1. Development of the Professional Growth Plan
 - 2. Preconference (if mutually agreed upon)
 - 3. Two (2) formal observations at least thirty (30) minutes
 - 4. Informal observations
 - 5. Demonstration of metrics of student outcomes
 - 6. Summative Conference to review Final Summative Rating.
 - 7. Conference to finalize Final Summative Rating (unless counselor and evaluator mutually agree that this conference is not needed).

11.062 The purpose of a walkthrough is for the administration to observe the classroom setting more frequently and more purposefully, to gather evidence of instruction

and to provide feedback to Teachers, Counselors, School Psychologist, and Speech Language Pathologist. An informal walkthrough is not a formal observation and is not meant to be a “Gotcha” to a teacher.

11.063 A walkthrough, being used for purposes of evaluation, is announced and may focus on one but not more than two of the following domains:

a. OTES

1. Focus for Learning;
2. Knowledge of Students;
3. Lesson Delivery;
4. Classroom Environment; and
5. Assessment of Student Learning.

b. OSCES

1. Comprehensive School Counseling Program Plan;
2. Direct Services for Academic, Career and Social/Emotional Development
3. Indirect Services: Partnerships and Referrals;
4. Evaluation and Data;
5. Leadership and Advocacy;
6. Professional Responsibility, Knowledge and Growth; and,
7. Metric(s) of Student Outcomes.

c. School Psychologist

1. School psychologists use a decision-making process in collaboration with other team members to (a) identify academic and behavior problems, (b) collect and analyze information to understand the problems, (c) make decisions about service delivery, and (d) evaluate the outcomes of the service delivery. School psychologists must (a) utilize current professional literature on various aspects of education and child development, (b) translate research into practice through the problem-solving process, and (c) use research design and statistics skills to conduct investigations to develop and facilitate effective services.
2. School psychologists must have the ability to listen well, participate in discussions, convey information, and work together

with others at an individual, group, and systems level. School psychologist must understand the degree to which policy influences systems, systems influence programs, programs and interventions impact consumers, and the methods to facilitate organizational development through strategic change.

3. School psychologists (in collaboration with others) develop challenging but achievable cognitive and academic goals for all students, provide information about ways in which students can achieve these goals, and monitor student progress towards these goals.
 4. School psychologists make decisions based on multiple theoretical perspectives and translate current scientific information to develop effective behavioral, affective, or adaptive goals for all students, facilitate the implementation of programs/interventions to achieve these goals, and monitor progress towards these goals.
 5. School psychologists have the sensitivity, knowledge, and skills to work with individuals and groups with a diverse range of strengths and needs from a variety of racial, cultural, ethnic, experiential, and linguistic backgrounds.
 6. School psychologists demonstrate their knowledge of schools (or other institutional settings) as systems when they work with individuals and groups to facilitate structure and public policies that create and maintain schools and other systems as safe, caring, and inviting places for all persons in that system.
 7. School psychologists shall appropriately utilize prevention, health promotion, and crisis intervention methods based on knowledge of child development, psychopathology, diversity, social stressors, change, and systems.
 8. School psychologists have knowledge of family influences that affect students' wellness, learning and achievement and are involved in public policy that promotes partnerships between parents, educators, and the community.
- d. Speech Language Pathologist
1. Demonstrate knowledge and skills in speech-language pathology and related subject areas.
 2. Provide culturally and educationally appropriate services that are effective, engage students, and reflect evidence-based practice.

3. Partner with the team to determine eligibility and recommend services that are compliant with state and federal regulations for children with IEPs.
4. Demonstrate ability to conduct appropriate comprehensive evaluations for students who may be experiencing a variety of communication disorders.
5. Provide appropriate and dynamic service delivery methods consistent with the wide variety of individual student needs.
6. Demonstrate collaboration with classroom teachers and other professionals for students in both general and special education.
7. Collaborate with families and provide opportunities for families to be involved in student speech/language program and service delivery.
8. Participate in professional development to remain current with emerging practices, policies, and procedures.
9. Contribute to various building and district initiatives.

11.064 The informal walkthrough shall be at least ten (10) consecutive minutes, but less than thirty (30) consecutive minutes in duration.

A formal walkthrough shall be at least thirty (30) consecutive minutes in duration and is only used in subsequent years after a teacher receives a rating of skilled or accomplished.

11.065 Walkthroughs shall not disrupt and/or interrupt the learning environment in the classroom.

11.066 Data gathered from the walkthrough must be documented on the OTES form and will be sent to the teacher after the walkthrough within three (3) work days.

11.067 The evaluating administrator will schedule and meet with the bargaining unit member within five (5) work days of the walkthrough to discuss a walkthrough where the evidence indicates an area of concern or upon request from either party.

11.07 Procedures for Limited & Continuing Contracts

11.071 The following members (including teachers, counselors, psychologists, and speech language pathologists) employed under a limited contract or extended limited contract shall receive three (3) formal observations during the school year. Each formal observation shall include a maximum of one walkthrough, however, administrators can continue to perform operational walkthroughs without limit:

- Members who are new to the district

- Members who received a final summative rating of developing or ineffective in the previous evaluation cycle
- Members who are on a Professional Improvement Plan
- Members who are under consideration for nonrenewal

The first formal observation shall be completed by the last day of the first semester.

The Board shall not formally evaluate any Teacher, Counselor, School Psychologist, or Speech Language Pathologist who has submitted an irrevocable official notice of retirement that has been accepted by the Board on or before December 1st of the school year.

11.072 A teacher receiving a rating of accomplished will be evaluated every three (3) years as long as the teacher submits a self-directed professional growth plan to the evaluator that focuses on specific areas identified in the observation and evaluation that the evaluator determines that the teacher is making progress on that plan.

- a. Full Evaluation Cycle Essential Components (Year 1 and Year 4):
 1. Development of the Professional Growth Plan.
 2. Formal Holistic Observation followed by a conference.
 3. Two announced walkthroughs.
 4. Formal Focused Observation will be completed with an emphasis on the identified focus area(s) followed by a conference.
 5. Summative Conference to review Holistic Rating.
 6. Conference to finalize Holistic Rating (unless teacher and evaluator mutually agree that this conference is not needed).
- b. Evaluation Cycle Essential Components in Subsequent Years (Years 2 & 3):
 1. Professional Growth Plan (PGP).
 2. Formal walkthrough which will only focus on the area identified for the Professional Growth Plan (PGP) unless the evaluator and teacher agree to focus on more areas of the rubric followed by a conference.
 3. Summative Conference.

The Professional Growth Plan shall focus on the most recent evaluation and observations. Less frequent observations must include one observation and one conference.

Counselor

A counselor receiving a rating of accomplished will be evaluated every three (3) years as long as the metric of student outcomes for the most recent school year for which data is available is skilled or higher on the evaluation rubric.

School Psychologist and Speech Language Pathologist

A School Psychologist and Speech Language Pathologist receiving a rating of accomplished will be evaluated every three (3) years as long as the data for the most recent school year for which data is available is skilled or higher on the evaluation rubric.

11.073 A teacher receiving a rating of skilled will be evaluated every two (2) years as long as the teacher and evaluator jointly develop a professional growth plan for the teacher that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan.

- a. Full Evaluation Cycle Essential Components (Year 1 and Year 3):
 1. Development of the Professional Growth Plan.
 2. Formal Holistic Observation followed by a conference.
 3. Two announced walkthroughs.
 4. Formal Focused Observation will be completed with an emphasis on the identified focus area(s).
 5. Summative Conference to review Holistic Rating.
 6. Conference to finalize Holistic Rating (unless teacher and evaluator mutually agree that this conference is not needed).
- b. Evaluation Cycle Essential Components in Subsequent Years (Year 2):
 1. Professional Growth Plan (PGP).
 2. Formal walkthrough which will only focus on the area identified for the Professional Growth Plan (PGP) unless the evaluator and teacher agree to focus on more areas of the rubric followed by a conference.
 3. Summative Conference to review Holistic Rating.

4. Conference to finalize Holistic Rating (unless teacher and evaluator mutually agree that this conference is not needed).

Counselor

A counselor receiving a rating of skilled will be evaluated every two (2) years as long as the metric of student outcomes for the most recent school year for which data is available is skilled or higher on the evaluation rubric.

School Psychologist and Speech Language Pathologist: Skilled

A School Psychologist and Speech Language Pathologist receiving a rating of skilled will be evaluated every two (2) years as long as the data for the most recent school year for which data is available is skilled or higher on the evaluation rubric.

11.074 Teachers who are not included in 11.071, 11.072 and 11.073 will be observed at least two (2) times by May 1st or the next work day before their Final Summative Conference. This includes Teachers, Counselors, School Psychologists, and Speech Language Pathologists who are rated Developing.

11.075 In any year in which a teacher who has not been formally evaluated as a result of having previously received a rating of accomplished or skilled (11.072 or 11.073), a credentialed evaluator shall conduct at least one (1) observation, a formal walkthrough, of the teacher and hold at least one (1) conference with the teacher, which must include a discussion of progress on the Professional Growth Plan (PGP). This includes Teachers, Counselors, School Psychologists, and Speech Language Pathologists who are rated Developing.

During the years in which highly performing counselors are not evaluated, the evaluator shall conduct at least one observation and one conference. The second or third observation may only be conducted after the post-observation conference from the first and or second observation has been completed and the post-conference has been held with the teacher.

11.076 A teacher, counselor, school psychologist, or speech language pathologist who has been on leave for fifty percent (50%) or more of the school year, a teacher who has submitted notice of retirement on or before December 1 of the current school year, or a teacher who is participating in the teacher residency program established under section 3319.223 of the Revised Code for the year during which that teacher takes, for the first time, at least half of the performance-based assessment prescribed by the state board of education for resident educators will not be evaluated.

11.08 Formal Observations

- 11.081 All formal observations shall be preceded by a conference between the evaluator and the teacher in order for the Teacher, Counselor, School Psychologist, and Speech Language Pathologist to explain plans and objectives for the work situation to be observed unless mutually agreed upon by the bargaining unit member and evaluator.
- 11.082 Formal observations shall be for a duration of at least thirty (30) consecutive minutes. The Teacher, Counselor, School Psychologist or Speech and Language Pathologist will be given at least five (5) work days' notice of the formal observation unless otherwise mutually agreed upon. If the evaluator or bargaining unit member is absent or there is a calamity day on the planned observation day, the parties will mutually agree upon an alternate date.
- 11.083 Within five (5) work days of each formal observation, the evaluator shall provide the bargaining unit member with the written observation report. Within ten (10) work days of the observation the evaluator shall meet with the teacher to discuss the observation. The evaluator shall take into consideration additional evidence provided by the bargaining unit member, before completing the final observation report.
- a. If the Teacher, Counselor, School Psychologist, and Speech Language Pathologist informs the evaluator at the post conference that he/she will provide additional evidence, the bargaining unit member will have up to five (5) work days after the post conference meeting to provide it to the evaluator. The evaluator will have five (5) work days upon receipt of the additional evidence to provide the teacher with the final observation report.
 - b. If the Teacher, Counselor, School Psychologist, and Speech Language Pathologist does not inform the evaluator within twenty-four (24) hours of the post conference that he/she will be submitting additional evidence, and the evaluator and the bargaining unit member agree to collaborative changes to the observation report during the post conference, the revised observation report shall be provided to the teacher within five (5) work days.
 - c. If the Teacher, Counselor, School Psychologist, and Speech Language Pathologist does not inform the evaluator within twenty-four (24) hours of the post conference that he/she will be submitting evidence, and the evaluator and bargaining unit member cannot reach agreement on the changes to the observation report, and the evaluator decides to make no changes to the final observation report after considering the evidence presented, the evaluator will notify the bargaining unit member of this decision within five (5) work days.

- d. If the evaluator or bargaining unit member is absent or there is a calamity day on the planned conference day during the above timelines, the deadline will be extended by the number of absences for either party or a mutually agreed upon date. However, the timelines to submit additional evidence after the post conference will not be extended if the bargaining unit member is absent due to utilizing sick leave or personal leave, unless mutually agreed upon by the evaluator and bargaining unit member.

11.084 Split teachers and counselors will be observed and evaluated as determined at the annual meeting (11.021). The School Psychologist and Speech Language Pathologist will be evaluated by the Student Services Director.

11.085 The evaluator will not use tape recording devices, public address, or visual recording systems and similar devices for observing the work performance of a bargaining unit member.

Parental commendations or parental complaints may be referenced in summary fashion (i.e. general nature of issue, not specific details) in the evaluation procedure (e.g. rubric section; Classroom Environment, Professional Responsibilities) by either the teacher or the Credentialed Evaluator. Parental commendations or parental complaints will not be attached to the evaluation but may be placed in the personnel file under Article 10.04.

11.086 Observations will not be conducted on the day before or after Thanksgiving, Winter break and Spring breaks, on state testing days, on a day on which the teacher is subbing (including having a split class), on the first two days after an absence due to an extended illness of more than five (5) work days, or on altered schedule days unless mutually agreed upon.

11.09 High Quality Student Data (OTES)

At least two measures of high-quality student data must be used to provide evidence of student learning attributable to the teacher being evaluated. When applicable to the grade level or subject area taught by a teacher, high-quality student data shall include the value-added progress dimension, but the teacher or evaluator shall use at least one other measure of high-quality student data to demonstrate student learning. High-quality student data may be used as evidence in any component of the evaluation related to the following:

1. Knowledge of the students to whom the teacher provides instruction;
2. The teacher's use of differentiated instructional practices based on the needs or abilities of individual students;
3. Assessment of student learning;
4. The teacher's use of assessment data;

5. Professional responsibility and growth.

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

1. Align to learning standards
2. Measure what is intended to be measured
3. Be attributable to the specific teacher for course(s) and grade level(s) taught
4. Demonstrate evidence of student learning (achievement and/or growth)
5. Follow protocols for administration and scoring
6. Provide trustworthy results
7. Not offend or be driven by bias

AND

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

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

The Evaluation Advisory Committee will create a list of assessments used within the Black River Local School District that are considered high quality student data.

11.10 Finalization of Evaluation

1. The summative evaluation of a bargaining unit member shall be based upon teacher performance (OTES) or metric(s) of student outcomes, and performance, (OSCES), as assessed during the walkthroughs and formal observations conducted during the current school year.
2. Before the evaluation cycle is finalized and a rating is reported, bargaining unit members shall have the opportunity to provide additional evidence. A conference may be held, if requested. The bargaining unit member's request to conference shall not be denied. The evaluator shall take into consideration additional evidence provided by the teacher, before determining the final summative rating. A copy of the final Summative Evaluation Report will be given to the bargaining

unit member no later than May 1. The Final Holistic/Final Summative Rating will be completed by May 10th. Final Summative Conferences must be completed at least two work days prior to submission of Final Ratings in the Ohio Evaluation System (OES).

3. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the bargaining unit member to verify notification to the member that the evaluation will be placed on file, but the member's signature should not be construed as evidence that the member agrees with the contents of the evaluation report.
4. A bargaining unit member shall have the right and opportunity to submit a written statement for attachment to the written evaluation placed in the member's personnel file.

11.11 Professional Growth Plan

- 11.111 Professional Growth Plans help Teachers, Counselors, School Psychologists, and Speech Language Pathologists focus on areas of professional development that will enable them to improve their practice.
- 11.112 Teachers, Counselors, School Psychologists, and Speech Language Pathologists rated Accomplished will develop a self-directed professional growth plan.
- 11.113 Teachers, Counselors, School Psychologists, and Speech Language Pathologists rated Skilled or Developing will develop a professional growth plan collaboratively with the credentialed evaluator that will be in effect for the evaluation cycle as set forth in Section 11.111.
- 11.114 Professional growth plans for a school year shall be developed no later than October 20th or the next work day. Bargaining unit members who are in their first year of employment with the District shall have the option to develop their professional growth plans after they have completed a full evaluation cycle and have received their Final Holistic rating. Bargaining unit members who are in their first year of employment with the District and who have their Resident Educator License will have the option to develop their professional growth plans after completing two (2) full evaluation cycles.
- 11.115 Professional growth plans, shall describe the specific performance expectations, resources and assistance to be provided and shall include at least one (1) achievable goal, no more than two (2) achievable goals per Evaluation Cycle.
- 11.116 The Board shall provide for the allocation of financial resources to support professional development.

11.12 Improvement Plan

11.121 The *Ohio Evaluation System 2.0* calls for an educator who has a Final Holistic Rating of Ineffective to be placed on a written Improvement Plan. School Counselors, School Psychologists, and Speech Language Pathologists with a Final Summative Rating of Ineffective will develop an Improvement Plan with their Evaluator.

An Improvement Plan is a clearly articulated assistance program for a Teacher, Counselor, School Psychologist, and Speech Language Pathologist who received an Ineffective rating on his/her evaluation. Bargaining unit members being placed on an improvement plan will meet with their evaluator within ten (10) work days to collaborate on the development of the improvement plan.

11.122 The Improvement Plan shall include:

- a. Specific area(s) for improvement, deficiencies, and at least one (1) but no more than two (2) achievable goals. This plan should also articulate the resources and assistance to be provided. The evaluator shall assist the Teacher, Counselor, School Psychologist, or Speech Language Pathologist in correcting identified deficiencies when appropriate.
- b. Timeline - A minimum of a six (6) week period of time given to the teacher to meet the goal(s), address deficiencies, meet target dates and dates of review of the plan. For bargaining unit members on an Improvement Plan, there shall be at least twenty (20) work days between each formal evaluation. During this six (6) week period of time, the evaluator is required to meet with the Teacher, Counselor, School Psychologist, or Speech Language Pathologist at least once in order to review and support progress being made toward the goal(s).
- c. The district will provide for the allocation of financial resources to support professional development for a Teacher, Counselor, School Psychologist, or Speech Language Pathologist on an improvement plan. This includes a support teacher/counselor if needed.

Protections for the district support teacher/counselor:

A support teacher/counselor shall not be requested or directed to make any recommendation regarding the continued employment of a teacher.

All interaction, written or oral, between a support teacher/counselor and the supported bargaining unit member are confidential and may not be disclosed without the consent of the supported bargaining unit member.

Any violation of this confidentiality requirement by the support teacher/counselor shall be cause for his/her removal in his/her role as a support teacher/counselor by direction of the Union President after

consultation with the Superintendent. Removal from the role as support teachers/counselors shall not be grievable by the support teacher.

No support teacher/counselor shall be requested or directed to divulge information from written documentation or confidential discussions with the supported bargaining member.

At any time and without need of specifics, the support teacher/counselor or the supported bargaining unit member may exercise the option to have a new support teacher/counselor assigned to the supported bargaining unit member. Exercising the option may occur one (1) time by the support teacher/counselor or the supported bargaining unit member and shall occur without prejudice or judgment to either person.

11.123 Once a Teacher, Counselor, School Psychologist, or Speech Language Pathologist receives a rating of Developing or higher, the bargaining unit member will no longer be under an Improvement Plan.

11.124 Districts have discretion to place any Teacher, Counselor, School Psychologist, or Speech Language Pathologist on an Improvement Plan at any time based on any individual deficiency in the evaluation system.

11.125 If a recommendation for an improvement plan occurs and is documented between March 1 and May 10 of the school year, the plan shall be continued into the next school year.

11.126 If a bargaining unit member and evaluator are unable to agree on the evaluator's expectations for the improvement plan, the member may request a bargaining unit member or another credentialed evaluator in the District to facilitate further discussion between the member and the evaluator toward the development of the improvement plan.

Failure to comply with the plan or to demonstrate improvement in the areas of deficiency may result in disciplinary action, reassignment, nonrenewal, or termination.

11.13 Due Process

Any grievance filed pertaining to this evaluation procedure may be filed only with respect to procedural aspects and not the content of the evaluation unless the content meets the standard of arbitrary or capricious.

11.14 Evaluation Advisory Committee

11.141 The Association and the Board agree to establish a standing District Evaluation Advisory Committee.

- 11.142 The District committee shall be comprised of up to four (4) bargaining unit members appointed by the Association President and up to four (4) Administrators appointed by the Superintendent/Designee.
- 11.143 The purpose of the Evaluation Advisory Committee is to address issues and concerns regarding evaluations, update staff on changes to the OTES/OSCES system, and to provide training to the staff. All changes to the OTES/OSCES system, procedures, forms, documents, or others must first be proposed to the Evaluation Advisory Committee and then bargained between the Board and Association.
- If the student assessments required by the State of Ohio change during the term of this Agreement, the Board and Union will meet to discuss how student growth will be used in any decision concerning the retention or removal of employees.
- 11.144 The committee shall be chaired jointly by a committee member from the Association and a committee member from the Board.
- 11.145 The committee shall meet at least twice each school year, once on or before October 1 and once on or before March 1. Additional meetings shall be scheduled if there are any changes made to the OTES/OCED system.
- 11.146 Committee agendas will be developed jointly by the co-chairpersons of the committee.
- 11.147 All decisions of the committee will be achieved by consensus.
- 11.148 Members of the committee will receive release time for committee work and training.
- 11.149 Minutes of meetings will be distributed to committee members, Association President and Superintendent within five (5) work days following meetings of the committee.
- 11.150 The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.

11.15 Ohio Evaluation System (OhioES)

1. The Ohio Evaluation System (OhioES) is the system by which the administration reports to the Ohio Department of Education teacher evaluation results. The administration will report the minimum information required by the Ohio Department of Education. No other information will be reported to the Ohio Department of Education or any other agency.
2. Before the administration submits the Ohio Evaluation System (OhioES) report to the state, each teacher will be notified of his/her final summative evaluation rating. Once a teacher is notified of his/her final summative evaluation rating, no changes will be permitted without prior notification to the teacher.

The following will be placed in member permanent files:

1. Professional Growth Plan OR Improvement Plan
2. **AND** the Final Holistic Rating of Teacher Effectiveness or the Final Summative Rating from OSCES from OhioES Portal.

11.16 Definitions

1. **OTES:** Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.
2. **Teacher:** For purposes of this policy, "teacher" means licensed instructors who spend at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one of the following:
 - a. A license issued under R.C. 3319.22, 3319.26, 3319.222 or 3319.226; or
 - b. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2003; or
 - c. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2006; or
 - d. A permit issued under R.C. 3319.301.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy. Full time bargaining unit members who do not meet the definition will be evaluated utilizing the evaluation procedures of the collective bargaining agreement in effect between the Board and the BRTA.

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

3. **Component:** are all things that make up the OTES process. Final teacher ratings shall be based upon all components of teacher performance according to rubric (OTES), metric(s) of student outcomes, and performance (OSCES), as assessed during the walkthroughs and formal observations conducted during the current school year.
4. **Conferences:**
 - a. **Preconference:** The purpose of the pre-conference is to provide the evaluator and teacher an opportunity to discuss:
 - Date of lesson;
 - Lesson or unit objective(s);
 - Prior learning experiences of the students;

- Characteristics of the learners and learning environment;
- Instructional strategies the teacher will use to meet the lesson objective(s);
- Student activities and materials;
- Differentiation based on students' needs; and
- Assessment data to be collected to demonstrate student learning, such as the use of high-quality student data.

While preconferences are best practice, upon mutual agreement of the teacher and evaluator, they are not mandatory.

- b. ***Postconference:*** The post-conference is required and is designed to support teacher reflection. It also provides feedback to the teacher on the observed lesson and coaching opportunities for the evaluator to identify strategies and resources for the teacher to incorporate to increase effectiveness. Following the lesson, the teacher reflects to determine if students met the learning outcome(s). The evaluator makes recommendations and commendations that may become part of the teacher's evaluation. The evaluator and teacher collaborate to make recommendations on the teacher's Professional Growth Plan or Improvement Plan.

In general, the post-conference discussion between the evaluator and teacher should focus on identified area(s) of support. At this conference, the teacher may bring additional evidence from the observed lesson for the evaluator to consider before determining a Final Holistic Rating. Other key elements of the post-conference are determining area(s) of focus and discussing progress on the focus area(s).

5. **Summative Conference:** During this required conference, the evaluator and teacher will discuss the Final Holistic Rating.
6. **Core Subject Area:** Reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history and geography.
7. **Credentialed Evaluator:** For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:
 - a. Is an administrator
 - b. meets the eligibility requirements under R.C. 3319.111(D); and
 - c. holds a credential established by the Ohio Department of Education for teacher evaluation; and

- d. has completed State-sponsored evaluation training and has passed an online credentialing assessment.

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

8. **Domain:** The Teacher Performance Evaluation Rubric looks at teacher performance through six (6) domains of teacher practice: Focus for Learning, Knowledge of Students, Lesson Delivery, Classroom Environment, Assessment of Student Learning, and Professional Responsibilities. These are aligned with the Ohio Standards for the Teaching Profession.
9. **Evaluation Cycle:** is the period of time for the completion of the evaluation procedure. The evaluation cycle is completed when student growth measures resulting from assessments that were administered in the previous school year are combined with the teacher performance ratings resulting from performance assessments that are conducted for the current school year to assign a summative evaluation rating.
10. **Evaluation Instruments:** Refers to the forms used by the teacher's evaluator. Those forms, developed by the ODE (such as those found in OTES on the Go), are located in the Appendix to this policy.
11. **Evaluation Procedure:** The procedural requirements set forth in this policy are intended to provide specificity to the statutory obligations established under R.C. 3319.111 and R.C. 3319.112 and to conform to the framework for the evaluation of teachers developed under R.C. 3319.112.
12. **Evaluation Ratings:**

- a. **OTES: Final Holistic Rating**

Determined using the preponderance of evidence collected throughout the evaluation cycle. Each completed evaluation will result in the assignment of one (1) of the following evaluation ratings: Accomplished, Skilled, Developing, or Ineffective.

1. **Accomplished:** This rating is the highest level of achievement. A rating of Accomplished indicates the teacher consistently meets expectations for performance and fully demonstrates competency in most or all of the teaching standards. The teacher addresses the needs of individual students. The Accomplished teacher uses a strong foundation of knowledge, skills and abilities to innovate and enhance their classroom, building and potentially the profession. The teacher consistently strives to improve his or her instructional and professional practice and contributes to the school, building or district through the development and support of colleagues. The

Accomplished teacher is a leader who empowers and influences others.

2. **Developing:** This rating indicates the teacher is working to utilize his or her growing knowledge and skills. A rating of Developing indicates the teacher demonstrates competency in some of the teaching standards but needs improvement in others. The teacher attempts to meet the needs of the whole group. The Developing teacher is in the process of refining his or her skills and abilities. The teacher strives to improve his or her instructional and professional practice. The teacher may be making progress, but performance requires ongoing professional support for necessary growth to occur.
 3. **Ineffective:** This rating indicates the teacher fails to demonstrate minimum performance expectations. A rating of Ineffective indicates the teacher consistently fails to demonstrate competency. The teacher is not effectively meeting the needs of his or her students. The teacher requires immediate assistance through ongoing intensive support.
 4. **Skilled:** This rating is the rigorous and expected performance level. A rating of Skilled indicates the teacher consistently meets expectations for performance and fully demonstrates competency in most of the teaching standards. The teacher addresses the needs of groups of students. The Skilled teacher integrates knowledge, skills and abilities needed for effective classroom instruction. The teacher consistently strives to improve his or her instructional and professional practice. The Skilled teacher demonstrates purposefulness, flexibility and consistency.
- b. **OSCES: Summative Evaluation Rating:** The Summative Evaluation rating is assigned at the conclusion of the evaluation cycle and is based on a holistic review of all seven (7) dimensions.
13. **Focused:** One or more areas of the rubric are identified as areas to work on.
 14. **Holistic:** Includes all areas of the rubric.
 15. **HQSD:** High Quality Student Data (11.09)
 16. **Improvement Plan:** A written Improvement Plan will be developed collaboratively (when appropriate) between the teacher and the credentialed evaluator in the circumstance when a teacher makes an ineffective rating in their overall summative rating. The purpose of an Improvement plan is to identify specific performance deficiencies and foster growth through professional development and targeted support provided by administration and the district.

17. **Metric of Student Outcomes:** Tool whereby a school counselor provides a measurable long-term growth target, demonstrating that students' skills, knowledge, or behaviors have positively changed as a result of the school counselor's activities.
18. **Ohio ES (Ohio Evaluation System):** The Ohio Evaluation System (OhioES) is the system by which the administration reports to the Ohio Department of Education teacher evaluation results.
19. **Ohio Standards for the School Counselor:** The Ohio Standards for School Counselors serve as an overview of the expectations of knowledge and practices of effective school counselors and a tool for school counselors' self-assessment and professional learning.
20. **Ohio Standards for the School Psychologist:** [Intentionally blank]
21. **Ohio Standards for the Teaching Professions:** The Ohio Standards for the Teaching Profession were developed for use as a guide for teachers as they continually reflect upon and improve their effectiveness as educators throughout all of the stages of their careers. While there are many influences on a teacher's development, these standards will serve as an important tool for teachers as they consider their growth and development in the profession.
22. **Professional Growth Plan (PGP):** A written Professional Growth Plan helps teachers focus on areas of professional development that will enable them to improve their practice. The Professional Growth Plan is to be individualized per teacher and the driving force of teacher evaluation. The PGP will be reviewed at the end of the year during the last conference of the evaluation cycle.
23. **Teacher Performance:** is the assessment of a teacher's performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations of a teacher's practice (including materials and other instructional artifacts) that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may be coded as "1" indicating lowest performance to "4" indicating highest performance.
24. **Value-Added:** Refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the District and school level based on each student's scores on State issued standardized assessments. Value-added teachers must reference value added data as one data point.
25. **Value-Added Subject:** A subject determined by the Ohio Department of Education that has student growth data provided by EVAAS.
26. **Vendor Assessment:** Student assessments approved by the Ohio Department of Education that measure mastery of the course content for the appropriate grade

level, which may include nationally normed standardized assessments, industry certification exams, or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.

27. **Walkthroughs:**

- a. **Formal Walkthrough:** Observation tool to be used for teachers in subsequent years after a rating of skilled or accomplished. Shall be no less than thirty (30) minutes.
- b. **Informal Walkthrough:** Walkthroughs may be announced or unannounced. Classroom walkthroughs are informal observations of no less than five (5) minutes but not more than thirty (30) minutes with an emphasis on identified focus area(s) when applicable. The focus may be area(s) of strength, area(s) for improvement, or both.

11.17 Timeline (No later than the following dates):

1. Before the initial evaluation cycle of a new school year, the District shall provide training for any and all bargaining unit members which ensures functional awareness and understanding of all standards and rubrics, processes, forms, and tools used in the evaluation procedure. (Refer to 11.031)
2. Day 30 of the School Year (or in the case of a new employee, within thirty (30) work days of the first day worked): Each bargaining unit member notified in writing of the name and position of his or her evaluator. A bargaining unit member employed or reassigned after the beginning of the work year shall be notified by the evaluator of the evaluations procedures in effect. Such written notification shall be within thirty (30) work days of the first day in a new assignment. (Refer to 11.033)
3. October 20th or the next work day: Professional Growth (Refer to 11.114) for the current school year developed.
4. October 31st or the next work day: Improvement Plans (Refer to 11.121) for the current school year developed.
5. December 1: The Board shall not formally evaluate any teacher or counselor who has submitted an irrevocable official notice of retirement that has been accepted by the Board on or before December 1st of the school year. (Refer to 11.076)
6. Last Day of the First Semester: During the Full Evaluation Cycle, one observation and post conference for the purpose of contract renewal shall be completed. (Refer to 11.072 and 11.073); The first formal observation shall be completed for bargaining unit members requiring three (3) formal observations. (Refer to 11.071).

7. May 1: Teachers who are not included in 11.071, 11.072 and 11.073 will be observed at least two (2) times by May 1st before their Final Summative Conference.
8. May 1: A copy of the Summative Evaluation Report will be given to the Teacher, Counselor, School Psychologist, or Speech Language Pathologist no later than May 1. (Refer to 11.10)
9. May 10: Deadline for Final Holistic Rating (OTES) or Final Summative Evaluation Form (OSCES) provided to bargaining unit member. A copy of the formal written evaluation report shall then be given to the bargaining unit member, signed by both parties, and sent to the Superintendent. (Refer to 11.10)

The deadlines within this section must be adhered to or the bargaining unit member is not subject to nonrenewal during that school year. The provisions of this section supersede ORC sections 3319.11 and 3319.111, regarding bargaining unit member observation, evaluation and contract renewal.

Deadlines in Section 11.17 may be altered if mutually agreed to in writing by the bargaining unit member and administrator. The superintendent and association president may also mutually agree in writing to alter the deadlines in section 11.17 in extreme circumstances. Examples of extreme circumstances may include, but not limited to, extended absences, calamity days, and change in administrator.

Full Evaluation Cycle	Less Frequent Evaluation Cycle
<ul style="list-style-type: none"> • Developing bargaining unit member from previous observation cycle • Ineffective bargaining unit member from previous observation cycle • New employees to the district • Employees in final year of contract • Accomplished bargaining unit member once every three (3) years* • Skilled bargaining unit member once every two (2) years**except when a teacher is in the final year of a limited contract 	<ul style="list-style-type: none"> • Accomplished bargaining unit member from previous evaluation cycle** • Skilled bargaining unit member from previous evaluation cycle** <p>**In compliance with R.C. 3319.111(C)(2).</p>
Full Evaluation Cycle	Less Frequent Evaluation Cycle
<p><i>Full Evaluation Cycle Essential Components:</i></p> <ul style="list-style-type: none"> • Development of the Professional Growth Plan. • Formal Holistic Observation followed by a conference. • Two announced walkthroughs. • Formal Focused Observation will be completed with an emphasis on the identified focus area(s). • Summative Conference to review Holistic Rating. • Conference to finalize Holistic Rating (unless teacher and evaluator mutually agree that this conference is not needed). 	<p><i>Evaluation Cycle Essential Components in Subsequent Years:</i></p> <ul style="list-style-type: none"> • Professional Growth Plan (PGP). • Formal walkthrough which will only focus on the area identified for the Professional Growth Plan (PGP) unless the evaluator and bargaining unit member agree to focus on more areas of the rubric followed by a conference. • Summative Conference to review Holistic Rating. • Conference to finalize Holistic Rating (unless teacher and evaluator mutually agree that this conference is not needed).

Article XII LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

12.01 Committee Responsibilities

A district-wide Local Professional Development Committee (LPDC) shall be established in accordance with Ohio Revised Code. The responsibilities of this committee shall include, but not limited to: (1) approving individual professional development plans for certificate/license renewal, (2) recommending in-service activities, (3) and obtaining/developing programs that will satisfy the Ohio Department of Education requirements for Professional Development Continuing Education Units (CEU'S).

12.02 Release Time

Adequate release time shall be granted to study requests, to research programs/in-service activities, and to obtain/develop programs for CEU's. If members of the LPDC determine to conduct some of their meetings/activities outside of the school year and/or school day, each member shall be compensated at the rate set forth in Appendix B.

12.03 Facilities/Supplies/Services

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

12.04 Members

This district-wide LPDC shall be comprised of five (5) persons, three (3) of whom shall be bargaining unit members (one from each building) who are selected by the Association.

12.041 Each LPDC bargaining unit member shall have a term of three (3) years.

12.042 If any vacancies occur in any of the positions selected by the Association, the Association shall be responsible for selecting bargaining unit members to fill the vacancies.

12.043 The members of the LPDC will determine the frequency of the meetings, the dates of the meetings and the time of the meetings.

12.044 The Association shall have the right to replace committee members, when necessary.

12.05 Evaluation

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

12.06 Majority Vote

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

12.07 Appeal Procedure

The LPDC shall develop and maintain an appeals procedure for appeals from decisions of the LPDC. The decisions of the LPDC shall not be grievable.

12.08 Modifications

The LPDC shall not have the authority to revise, change, delete nor modify any article or section of this Agreement.

Article XIII GRIEVANCE PROCEDURE

13.01 Purposes

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

13.02 Definition

13.021 A grievance is a complaint involving the alleged violation, misinterpretation or misapplication of this Agreement.

13.022 "Grievant" means an identified bargaining unit member or members filing a grievance or the Association. In the case of an Association grievance, the identity of those individual members allegedly affected will be disclosed upon request no later than Step II.

13.023 "Days" under this Article means teacher work days except for summer vacation when days shall mean weekdays excluding weekends and holidays.

13.03 Rights of the Grievant and the Association

13.031 A grievant may be accompanied at all steps of the grievance procedure by a representative of the Association.

13.032 The purpose of these procedures is to secure at the lowest level Administrator having authority to resolve the grievance, equitable solutions to grievances. All parties agree that grievances will be kept as confidential as is appropriate, processed as expeditiously as possible.

13.033 The immediate supervisor may be passed if the immediate supervisor determines that he/she does not have jurisdiction in the grievance.

13.034 The grievant and the Association President shall receive prior notice of each meeting held to resolve a grievance formally filed. Decisions rendered at each

formal level will be made in writing on Appendix F and will be transmitted promptly to the grievant and the Association President.

13.035 The Association may withdraw its support of a grievance at any time.

13.04 Time Limits

13.041 The number of days indicated at each step is considered a maximum.

13.042 If the grievant does not file a written grievance within twenty (20) days of the date when the grievant knew or should have known of the occurrence of the act or conditions on which the grievance is based, then the grievance shall be considered waived.

13.043 If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of disposition at that level and further appeal shall be barred.

13.044 Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.

13.045 All notices of hearings, dispositions of grievances, written grievances and appeals shall be in writing and hand delivered or mailed.

13.046 Every effort will be made to process grievances to a satisfactory conclusion by the end of the school year.

13.047 Meetings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

13.05 Grievance Procedure

13.051 Informal Procedure

A bargaining unit member who feels he/she has a grievance and/or the Association shall first meet informally with the principal or immediate superior in an effort to resolve the problem. This may be the principal, immediate supervisor or the Superintendent. The grievant must announce that this meeting is intended to be the informal step of the grievance procedure.

13.052 Formal Procedure

Step I: Immediate Supervisor

If the grievance is not resolved at the informal step, the grievant may within twenty (20) days of the knowledge of when the grievant knew or should have known of the occurrence of the act or conditions on which the grievance is based submit a formal grievance to his/her immediate supervisor. The grievant shall set

forth on the appropriate form (Appendix F), the date of the alleged grievance and the informal grievance meeting, a description of the facts supporting the grievance, the Article or Articles allegedly violated, and the nature of the relief sought by the grievant. Within five (5) days of receipt of the formal grievance the immediate supervisor shall meet with the grievant if necessary and then write a disposition of the grievance with a copy to the grievant, the Association President and the Superintendent.

Step II: Superintendent

If the grievant is not satisfied with the disposition of the grievance in Step One, the grievant may submit the grievance in writing to the Superintendent/designee within five (5) days of receipt of its disposition at Step One level. Within seven (7) days of receipt of the grievance form, the Superintendent/designee shall meet with the grievant and then write a disposition of the grievance with a copy to the grievant, Association President, and to the immediate supervisor.

Step III: Board of Education

If the grievant is not satisfied with the disposition made by the Superintendent, then the grievant may submit the grievance to the Board through the Superintendent within five (5) days after receiving in writing, the disposition by the Superintendent.

The Board shall meet with the grievant for the purpose of reviewing such grievance. The meeting shall be held in executive session unless otherwise required by law. Such meeting shall be held no later than the next regular scheduled Board meeting after receipt by the Superintendent of Step Three grievance. The disposition of the grievance shall be written by the Board and given to the grievant by the President of the Board ten (10) days following the meeting with the grievant.

Step IV: Binding Arbitration

If the grievant is not satisfied with the Level Three decision, the grievant may request, within twenty (20) days of receipt of the Level Three decision, that the Association file a demand for arbitration with the Superintendent and the American Arbitration Association. The parties shall select the arbitrator in accordance with the Voluntary Rules of the American Arbitration Association. The Arbitration shall be conducted pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be binding upon the parties. In rendering his/her decision the arbitrator shall not add to, subtract from, or in any way modify the provisions of this Agreement. The arbitrator's decision shall not be binding if determined to be contrary to law by a court of competent jurisdiction. All costs associated with the arbitration

(administrative and arbitrator fees, room charges and court reporter), shall be equally shared by the Board and the Association.

13.06 Miscellaneous

Nothing contained in this procedure shall be construed as limiting the individual right of a bargaining unit member having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.

Article XIV RETIRED TEACHERS

14.01 Retired teacher re-employment

A teacher retired under the State Teachers Retirement System may be reemployed by the Board under the following conditions:

- 14.011 For initial placement purposes on the teachers' salary schedule, the bargaining unit member shall receive three (3) years of service credit. Additionally, the member shall receive all proper educational credit for horizontal placement on the salary schedule. The member shall receive experience/education credit as is appropriate for each year of re-employment with the Board.
- 14.012 Bargaining unit members employed pursuant to this provision shall receive one (1) year limited contracts and shall not be eligible to receive continuing contracts regardless of their years of service or license held. These members shall also be eligible to apply for one (1) year only, co-curricular supplemental positions.
- 14.013 Each one (1) year limited contract, including co-curricular supplemental positions, shall automatically expire upon completion of the year and it is not necessary for the Board neither to conduct evaluations in accordance with this Agreement or ORC 3319.111 nor to take formal action to not reemploy the bargaining unit member pursuant to ORC 3319.11 in order to terminate the employment relationship. The employment relationship shall end upon expiration of the contract
- 14.014 Bargaining unit members employed pursuant to this provision are not entitled to or eligible to receive any severance benefits or participate in any retirement incentive program provided by the Board.
- 14.015 Bargaining unit members employed pursuant to this provision shall not be eligible for any of the insurance plans offered by the Board and shall not seek inclusion in any of the insurance plans offered by the Board.
- 14.016 Bargaining unit members employed pursuant to this provision shall receive sick leave and personal leave (including attendance bonus) in accordance with the

terms of this Agreement. Retired members employed by the Board shall not be eligible for sabbatical leave; however, they are eligible for benefits of professional meetings, in-service meetings, association leave and family and medical leave as provided by this Agreement. In no event shall leave extend beyond the retiree's employment contract term.

14.017 Retired bargaining unit members employed by the Board shall have zero (0) seniority in the bargaining unit and shall not accumulate seniority for any purpose. These members shall have neither the right to displace or bump, nor any right to recall in the event of a reduction in force.

14.018 Retired bargaining unit members may be evaluated at least once during the school year. However, any timelines and/or dates specified in Article XI Evaluation do not apply to the evaluation process for members employed under the terms of this Article.

14.02 Supremacy Clause

Pursuant to the authority provided by ORC 4117.10, and the extent that issues addressed in this article are contrary to or in conflict with Ohio law, the issues addressed in this provision shall supersede and replace the statutory law of Ohio pertaining to that issue. Also, the provisions of this Article supersede and prevail over any inconsistent terms that may appear elsewhere in this Agreement.

Article XV EFFECTS OF AGREEMENT

15.01 Equal Opportunity

The Board shall be an equal opportunity employer. The Board and the Association shall not discriminate against any applicant or bargaining unit member in terms of wages, hours, assignment, reassignment, layoff or suspension or other terms and conditions of employment on the basis of race, religion, color, national origin, sex, sexual orientation, age, disability, or marital status.

15.02 Conflict with Law

If any provision of this Agreement is found by a court of competent jurisdiction to conflict with any state or federal law, regulation, ruling or order, now or hereafter enacted or issued, and such provision, is therefore deemed inoperative, the remaining provisions hereof shall nevertheless remain in full force and effect. The parties agree to meet within ten (10) calendar days of the notice of any such court ruling in an attempt to resolve any remaining issues.

15.03 Entire Agreement Clause

This Agreement supersedes and cancels all previous agreements, verbal or written, between the Board and the Association and constitutes the entire agreement between the parties.

15.04 Agreement Reproduction

The Association may use District resources for the purpose of printing successor Agreements for all officers and building representatives.

15.05 Availability of Board Policies

Board policies will be made available to bargaining unit members by placing them in each principal's office or on the District's website.

Article XVI DRUG FREE WORK PLACE

16.01 Drug Free Work Place Policy

16.011 No bargaining unit member of the District while directly engaged in the performance of work shall unlawfully manufacture, distribute, dispense, possess, or use on or in the premises, any drug, amphetamine, barbiturate, marijuana or any other controlled substances as defined in schedules I through V of Section 202 of the Controlled Substances Act 9 21 U.S.C. 812 and as further defined by regulation at 21 C.F.R. 1300.11 through 1300.15.

16.012 As a condition of employment, each bargaining unit member who is directly engaged in the performance of work shall abide by the terms of this policy.

16.013 "Work place" as used in this policy is defined as the site for the performance of work done. Work place, therefore, includes District school building or any school premises; any school owned vehicle or any other school approved vehicle used to transport students to and from school or school activities; off-school property during any school sponsored or school approved activity, event, or function, including but not limited to field trips (including in or out of country summer trips) or athletic events, where students are under the jurisdiction of the District and/or its staff.

16.014 As a condition of employment, each bargaining unit member shall notify his or her supervisor of his or her conviction of a criminal drug statute for a violation occurring in the workplace as defined above. Such notification shall be provided no later than five (5) work days after a conviction. This Board shall, within ten (10) work days after receiving such notice from a member or otherwise receiving actual notice, notify the appropriate federal agency of such conviction.

- 16.015 Within thirty (30) calendar days of receiving notice of the conviction of a criminal drug statute by any bargaining unit member, this Board shall either: 1) take appropriate personnel action against such member for just cause up to and including termination; or 2) require such member to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or other appropriate agency.
- 16.016 The term "conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.
- 16.017 The term "criminal drug statute" means a criminal statute involving the manufacture, distribution, dispensation, use, or possession of any controlled substance.
- 16.018 This Board shall establish a drug-free awareness program to inform bargaining unit members about: 1) the dangers of drug abuse in the work place; 2) the Board's Policy of maintaining a drug-free work place; 3) any available drug counseling, rehabilitation, and employee assistance programs; and 4) the penalties that may be imposed upon members for drug abuse violations occurring in the work place.

Article XVII RESIDENT EDUCATOR PROGRAM

17.01 Purpose

The Resident Education Program for beginning teachers licensed after January 1, 2011, is for the purpose of providing educators with coaching, mentoring and guidance that are critical to improving their skills and knowledge and student achievement. The Resident Educator Program will be a Program administrated and funded by the Board.

This program shall be separate from and shall not replace the negotiated employee evaluation system.

17.02 Definitions

a. Resident Educator Program

The two-year program is designed to provide newly licensed Ohio educators quality mentoring and guidance. Successful completion of the residency program is required to advance to a five-year professional educator license.

b. Mentor

A Mentor is a teacher trained and assigned to provide professional support to a Resident Educator following the guidelines and protocols of the Resident Educator Program.

c. Resident Educator

A Resident Educator is a teacher employed under a resident educator license.

d. Formative Assessment

Formative assessment — is diagnostic and designed to yield information that will help teachers identify specific areas for skill enhancement.

Formative assessment consists of collaboration among professionals to provide adequate feedback and assistance to support the growth of individual professional achievement.

17.03 Mentors

17.031 Qualifications

- a. The Mentor Teacher must have Continuing Contract status and have a minimum of three (3) consecutive years of teaching experience in the District.
- b. The Mentor Teacher must be trained to act as a mentor through the Ohio Department of Education Instructional Mentoring Program.
- c. The Mentor Teacher must hold a valid teaching certificate/license and may be assigned to Resident Educators with the same area of certification/licensure.
- d. The Mentor must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of and proven experience in implementing a variety of classroom management and instructional techniques.

17.032 Selection of Mentor Teachers

Selection for Mentor Teacher positions shall be made by the Superintendent. Should no Mentor be available in the area of 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.

17.04 Compensation

In addition to the mutually agreed upon release time, each Mentor Teacher shall receive a supplemental stipend as set forth in Appendix B, Supplemental Contracts. In addition, the

Board will pay all training fees required for Mentor Teachers to receive the mandatory ODE State mentor training.

17.05 General Provisions

- 17.051 Other than a notation to the effect that a teacher served as a Mentor Teacher, the teacher's activities as a Mentor Teacher shall not be part of that staff member's evaluation
- 17.052 No Resident Educator shall be required to remain in a resident educator program after advancing to a professional educator license.
- 17.053 Mentor Teachers shall not participate in the District's evaluation of any Resident Educator.
- 17.054 Mentor Teacher shall not be requested or directed to make any recommendation regarding the continued employment of the Resident Educator.
- 17.055 No Mentor Teacher shall be requested or directed to divulge information from the written documentation or confidential Mentor/Resident Educator discussions. Any violation of this tenet by the Mentor Teacher shall constitute grounds for immediate removal from his/her role as Mentor Teacher.
- 17.056 At any time, either the Mentor Teacher or the Resident Educator may request to have a new Mentor assigned. The Mentor and Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to the request or granting of this option and no prejudice or evaluation is to be given any such change.
- 17.057 All members of the Committee, Mentor Teachers and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.
- 17.058 Mentor Teachers shall communicate directly with the Resident Educators and shall not discuss/report the performance and progress of the Resident Educator with any administrator, assessor, or other teacher.
- 17.059 In the event that the State of Ohio makes comprehensive changes to the Resident Educator Program that conflict with Article XVII, a committee of district administration and bargaining unit members will be formed to reconcile those changes.

Article XVIII ASSOCIATION RIGHTS

18.01 Association Rights

The Board hereby recognizes the Association, as an affiliate of the Ohio Education Association and the National Education Association, as the sole and exclusive bargaining representative for all the certified/licensed staff employed or to be employed under regular teaching contracts.

18.011 Leave to Conduct Association Business

- a. The Superintendent shall grant an accumulative total of up to eight (8) days leave per school year, for bargaining unit members to conduct Association business.
- b. The President of the Association shall notify the Superintendent five (5) work days in advance of the day the bargaining unit member(s) shall be absent. However, in the case of an emergency, notice to the Superintendent shall be made as far in advance of the absence as is possible in order that proper arrangements for handling the duties of the member(s) can be made.

18.012 Access to Members for Association Business

Representatives of the Association will have access to all bargaining unit members, provided that the exercise of this right does not interfere with the educational program.

18.013 Right to Information

The President of the Association shall be provided with copies of minutes of official public meetings of the Board and the official agenda of the meeting. All other documents that Board members receive, that are distributed to Board members at official meetings of the Board will be provided upon request with the exception of the following:

- a. Materials, the release of which is prohibited by law;
- b. Materials given to Board members which do not have to do with the meeting or future Board action.

18.014 Upon request, the Association will be provided with the name, phone number, address, job title, work location, and work e-mail address of a newly employed bargaining unit member as soon as such information is available.

18.015 Right to Use Board Property

- a. The Association will have the right to use school buildings without cost for meetings at reasonable times as determined by the Superintendent and provided that such use does not interfere with the educational program of the District.
- b. The Association will have the right to place an Association identification on the mailboxes of all members of the Association and to place notices, circulars and other material in the mailboxes of all bargaining unit members.
- c. The Association will have the right to use the inter-school mail system to distribute material of the type described above.
- d. Bulletin board space will be made available to the Association for its exclusive use in the faculty room in each school building.

18.016 No Reprisal

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

18.02 Fair Share Fee

This section is null and void as a matter of law based on the Supreme Court decision in Janus v. AFSCME, Council 31, No. 16-1466, 585 U.S. __ (2018) and will not be implemented, but is preserved should the law change in future years.

18.021 The Board's Treasurer shall inform the Association when there is a newly-hired teacher after the school year begins within five (5) calendar days of that teacher being hired. If that teacher elects not to join the Association, the Association shall inform the Board's Treasurer of that within thirty (30) calendar days of that teacher's date of hire and shall also inform the Board's Treasurer as to that teacher's annual fair share fee. Payroll deductions, in substantially equal amounts, shall commence on the first pay date after the later of sixty (60) calendar days of employment or the first paycheck in February.

18.022 The notice of the amount of the annual Fair Share Fee, which shall not be more than one hundred (100%) percent of the unified dues of the UEP (BRTA, NEOEA, UniServ, OEA, NEA) dues of the Association, shall be transmitted by the Association to the Board's Treasurer by October 5 of each year during the term of this Agreement for the purpose of determining the amounts to be payroll-deducted. The Association shall also transmit to the Board's Treasurer by October 5 the names of the teachers who have elected not to join the Association (those who will be paying a fair share fee). The Board's Treasurer will deduct the fair share fee from the paychecks of the teachers who elect not to join the Association

beginning with the first paycheck in February. The annual fair share fee amount shall be deducted in substantially equal payments for the remainder of the paychecks for that school year.

- 18.023 The Board's Treasurer shall inform the Association when there is a newly-hired teacher after the school year begins within five (5) calendar days of that teacher being hired. If that teacher elects not to join the Association, the Association shall inform the Board's Treasurer of that within thirty (30) calendar days of that teacher's date of hire and shall also inform the Board's Treasurer as to that teacher's annual fair share fee. Payroll deductions, in substantially equal amounts, shall commence on the first pay date after the later of sixty (60) calendar days of employment or the first paycheck in February.
- 18.024 The Fair Share Fee shall be the responsibility of the Association to prescribe an internal procedure to determine a rebate, if any, for nonmembers which conforms to the provisions of Section 4117.09 © of the Ohio Revised Code.
- 18.025 No teacher is required to become a member of the Association.
- 18.026 The Association recognizes its obligation to fairly and equitably represent all teachers whether or not they are members of the Association.
- 18.027 The Association agrees to indemnify and hold the Board harmless from any payments, judgments, costs, or expenses incurred as a result of the implementation and enforcement of this provision provided that (1) the Board shall give ten (10) work days written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed; and (2) the Board acted in good faith compliance with the Fair Share Fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such Fair Share Fee provision herein.

Article XIX MANAGEMENT RIGHTS

19.01 The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and of the United States, including but without limitation all of the rights identified in O.R.C. Section 4117.08. These include the right to:

- 19.011 Determine matters of inherent managerial policy, as provided in O.R.C. Sections 3313.47 and 3313.20 of the Ohio Revised Code, which include, but are not limited to, areas of discretion or policy such as functions and programs of the public employer, standards of service, its overall budget, utilization of technology, and organizational structure;

- 19.012 Direct, supervise evaluate or hire employees;
 - 19.013 Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
 - 19.014 Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees;
 - 19.015 Determine the adequacy of the work force;
 - 19.016 Determine the overall mission of the employer as a unit of government;
 - 19.017 Effectively manage the work force;
 - 19.018 Take action to carry out the mission of the public employer as a governmental unit.
- 19.02** The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection herewith shall be limited only by the specific and express terms of this contract and Ohio statutes; and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States. Pursuant to this provision, the parties hereby agree that the Board shall not be permitted to exercise any management rights which alter or modify an existing provision of this Agreement. The parties also hereby agree and understand that the Board shall have the right to implement any management rights not specifically addressed in the collective bargaining agreement.

Article XX FILING AND MAINTENANCE OF CERTIFICATES/LICENSES

- 20.01** Bargaining unit members shall be responsible for filing with the Superintendent or his/her designee all certificates/licenses issued to the member by the Ohio Department of Education within fifteen (15) work days of receipt of such certificates/licenses. No right or privilege shall be asserted by a member by reason of any certificate/license not filed by the member as provided herein.
- 20.02** All bargaining unit members shall keep current and file with the Superintendent or his/her designee all certificates/licenses held at the time of initial employment by the Board and all certificates/licenses received after such employment. If a member permits a certificate(s)/license(s) to expire without renewal, placement on the seniority list is waived for that area(s) of certification/licensure. It shall be the responsibility of each member to apply and qualify for the renewal of any certificate/license in a timely fashion and to file such certificate/license as herein provided.

Article XXI DURATION

21.01 Duration

All provisions of this Agreement shall become effective July 1, 2024 through June 30, 2027.

21.02 Certification of Ratification

Ratification of the foregoing Agreement between the parties is attested to by the representatives whose signatures appear below:

BLACK RIVER BOARD OF EDUCATION



Board President



Superintendent



Treasurer

Date: 7/16/2024

BLACK RIVER TEACHERS ASSOCIATION



President



Negotiation Team Member



Negotiation Team Member

Black River
CERTIFIED STAFF SALARY INDEX

YEARS	BA	BA+150	MA	MA+15	MA+30
0	1.0000	1.0400	1.0850	1.1350	1.1850
1	1.0400	1.0850	1.1350	1.1850	1.2350
2	1.0800	1.1300	1.1850	1.2350	1.2850
3	1.1200	1.1750	1.2350	1.2850	1.3350
4	1.1600	1.2200	1.2850	1.3350	1.3850
5	1.2000	1.2650	1.3350	1.3850	1.4350
6	1.2450	1.3150	1.3900	1.4400	1.4900
7	1.2900	1.3650	1.4450	1.4950	1.5450
8	1.3350	1.4150	1.5000	1.5500	1.6000
9	1.3800	1.4650	1.5550	1.6050	1.6550
10	1.4250	1.5150	1.6100	1.6600	1.7100
11	1.4700	1.5650	1.6650	1.7150	1.7650
12	1.5150	1.6150	1.7200	1.7700	1.8200
13	1.5600	1.6650	1.7750	1.8250	1.8750
14	1.6050	1.7150	1.8300	1.8800	1.9300
15	1.6500	1.7650	1.8850	1.9350	1.9850
19	1.6700	1.7800	1.9400	1.990	2.0400
23	1.6950	1.8100	1.9950	2.045	2.0950
24	1.7400	1.8550	2.0500	2.100	2.1500

Appendix A-2

Salary Schedule Effective for the 2024-2025 and 2025-2026 school years

Years	BA	BA + 150	MA	MA + 15	MA + 30
0	38,209	39,737	41,457	43,367	45,278
1	39,737	41,457	43,367	45,278	47,188
2	41,266	43,176	45,278	47,188	49,099
3	42,794	44,896	47,188	49,099	51,009
4	44,322	46,615	49,099	51,009	52,919
5	45,851	48,334	51,009	52,919	54,830
6	47,570	50,245	53,111	55,021	56,931
7	49,290	52,155	55,212	57,122	59,033
8	51,009	54,066	57,314	59,224	61,134
9	52,728	55,976	59,415	61,325	63,236
10	54,448	57,887	61,516	63,427	65,337
11	56,167	59,797	63,618	65,528	67,439
12	57,887	61,708	65,719	67,630	69,540
13	59,606	63,618	67,821	69,731	71,642
14	61,325	65,528	69,922	71,833	73,743
15	63,045	67,439	72,024	73,934	75,845
16	63,045	67,439	72,024	73,934	75,845
17	63,045	67,439	72,024	73,934	75,845
18	63,045	67,439	72,024	73,934	75,845
19	63,809	68,012	74,125	76,036	77,946
20	63,809	68,012	74,125	76,036	77,946
21	63,809	68,012	74,125	76,036	77,946
22	63,809	68,012	74,125	76,036	77,946
23	64,764	69,158	76,227	78,137	80,048
24	66,484	70,878	78,328	80,239	82,149

SUPPLEMENTAL CONTRACTS						
	Step 0		Step 3		Step 6	
<i>Tier I</i>						
Head Marching Band Director	0.1450	5,432	0.1600	5,994	0.1750	6,556
Head Varsity Baseball Coach	0.1450	5,432	0.1600	5,994	0.1750	6,556
Head Varsity Girls Basketball Coach	0.1450	5,432	0.1600	5,994	0.1750	6,556
Head Varsity Boys Basketball Coach	0.1450	5,432	0.1600	5,994	0.1750	6,556
Head Varsity Boys Track Coach	0.1450	5,432	0.1600	5,994	0.1750	6,556
Head Varsity Cheerleader Advisor	0.1450	5,432	0.1600	5,994	0.1750	6,556
Head Varsity Cross Country Coach Boys and Girls	0.1450	5,432	0.1600	5,994	0.1750	6,556
Head Varsity Football Coach	0.1450	5,432	0.1600	5,994	0.1750	6,556
Head Varsity Girls Track Coach	0.1450	5,432	0.1600	5,994	0.1750	6,556
Head Varsity Softball Coach	0.1450	5,432	0.1600	5,994	0.1750	6,556
Head Varsity Volleyball Coach	0.1450	5,432	0.1600	5,994	0.1750	6,556
Head Varsity Wrestling Coach	0.1450	5,432	0.1600	5,994	0.1750	6,556
<i>Tier II</i>						
Freshman Girls Basketball Coach	0.0740	2,772	0.0865	3,240	0.0990	3,709
Freshman Boys Basketball Coach	0.0740	2,772	0.0865	3,240	0.0990	3,709
Freshman Football Coach	0.0740	2,772	0.0865	3,240	0.0990	3,709
Freshman Volleyball Coach	0.0740	2,772	0.0865	3,240	0.0990	3,709
Head Varsity Bowling Coach Boys and Girls	0.0740	2,772	0.0865	3,240	0.0990	3,709
Head Varsity Golf Coach Boys and Girls	0.0740	2,772	0.0865	3,240	0.0990	3,709
Junior Varsity Baseball Coach	0.0740	2,772	0.0865	3,240	0.0990	3,709
Junior Varsity Girls Basketball Coach	0.0740	2,772	0.0865	3,240	0.0990	3,709
Junior Varsity Boys Basketball Coach	0.0740	2,772	0.0865	3,240	0.0990	3,709
Junior Varsity Cheerleading	0.0740	2,772	0.0865	3,240	0.0990	3,709
Junior Varsity Football Coach	0.0740	2,772	0.0865	3,240	0.0990	3,709
Junior Varsity Softball Coach	0.0740	2,772	0.0865	3,240	0.0990	3,709
Junior Varsity Volleyball Coach	0.0740	2,772	0.0865	3,240	0.0990	3,709
Junior Varsity Wrestling Coach	0.0740	2,772	0.0865	3,240	0.0990	3,709
<i>Tier III</i>						
Assistant Junior Varsity Baseball Coach	0.0588	2,203	0.0688	2,577	0.0788	2,952
Assistant Junior Varsity Softball Coach	0.0588	2,203	0.0688	2,577	0.0788	2,952
Assistant Marching Band Director	0.0588	2,203	0.0688	2,577	0.0788	2,952
Assistant Marching Band Director	0.0588	2,203	0.0688	2,577	0.0788	2,952
Assistant Marching Band Director	0.0588	2,203	0.0688	2,577	0.0788	2,952
Assistant Middle School Wrestling Coach	0.0588	2,203	0.0688	2,577	0.0788	2,952
Assistant Varsity Baseball Coach	0.0588	2,203	0.0688	2,577	0.0788	2,952
Assistant Varsity Boys Basketball Coach	0.0588	2,203	0.0688	2,577	0.0788	2,952
Assistant Varsity Cross Country Coach Boys and Girls	0.0588	2,203	0.0688	2,577	0.0788	2,952
Assistant Varsity Football Coach	0.0588	2,203	0.0688	2,577	0.0788	2,952
Assistant Varsity Football Coach	0.0588	2,203	0.0688	2,577	0.0788	2,952
Assistant Varsity Girls Basketball Coach	0.0588	2,203	0.0688	2,577	0.0788	2,952
Assistant Varsity Golf Coach	0.0588	2,203	0.0688	2,577	0.0788	2,952
Assistant Varsity Softball Coach	0.0588	2,203	0.0688	2,577	0.0788	2,952
Assistant Varsity Girls Track Coach	0.0588	2,203	0.0688	2,577	0.0788	2,952
Assistant Varsity Boys Track Coach	0.0588	2,203	0.0688	2,577	0.0788	2,952
Assistant Varsity Volleyball Coach	0.0588	2,203	0.0688	2,577	0.0788	2,952
Assistant Varsity Wrestling Coach	0.0588	2,203	0.0688	2,577	0.0788	2,952

High School Student Council Advisor	0.0588	2,203	0.0688	2,577	0.0788	2,952
Middle School Girls Basketball Coach	0.0588	2,203	0.0688	2,577	0.0788	2,952
Middle School Boys Basketball Coach	0.0588	2,203	0.0688	2,577	0.0788	2,952
Middle School Girls Basketball Coach	0.0588	2,203	0.0688	2,577	0.0788	2,952
Middle School Boys Basketball Coach	0.0588	2,203	0.0688	2,577	0.0788	2,952
Middle School Cross Country Coach Boys and Girls	0.0588	2,203	0.0688	2,577	0.0788	2,952
Middle School Football Coach	0.0588	2,203	0.0688	2,577	0.0788	2,952
Middle School Football Coach	0.0588	2,203	0.0688	2,577	0.0788	2,952
Middle School Girls Track Coach	0.0588	2,203	0.0688	2,577	0.0788	2,952
Middle School Boys Track Coach	0.0588	2,203	0.0688	2,577	0.0788	2,952
Middle School Track Coach (#'s must be over 50)	0.0588	2,203	0.0688	2,577	0.0788	2,952
Middle School Volleyball Coach	0.0588	2,203	0.0688	2,577	0.0788	2,952
Middle School Volleyball Coach	0.0588	2,203	0.0688	2,577	0.0788	2,952
Middle School Wrestling Coach	0.0588	2,203	0.0688	2,577	0.0788	2,952
Tier IV						
Choir Advisor	0.0305	1,143	0.0380	1,423	0.0455	1,704
Concert Band Director	0.0305	1,143	0.0380	1,423	0.0455	1,704
High School Academic Challenge Advisor	0.0305	1,143	0.0380	1,423	0.0455	1,704
Local Professional Development Committee- EL	0.0305	1,143	0.0380	1,423	0.0455	1,704
Local Professional Development Committee- HS	0.0305	1,143	0.0380	1,423	0.0455	1,704
Local Professional Development Committee-MS	0.0305	1,143	0.0380	1,423	0.0455	1,704
Mentor Teacher - RESA Year 3	0.0305	1,143	0.0380	1,423	0.0455	1,704
Middle School Cheerleader Advisor	0.0305	1,143	0.0380	1,423	0.0455	1,704
National Honor Society Advisor	0.0305	1,143	0.0380	1,423	0.0455	1,704
Pen Ohio Advisor	0.0305	1,143	0.0380	1,423	0.0455	1,704
Weight Room Coordinator - Spring	0.0305	1,143	0.0380	1,423	0.0455	1,704
Weight Room Coordinator - Fall	0.0305	1,143	0.0380	1,423	0.0455	1,704
Weight Room Coordinator - Winter	0.0305	1,143	0.0380	1,423	0.0455	1,704
Tier V						
Choir Accompanist	0.0150	562	0.0250	937	0.0300	1,124
Drama Advisor	0.0150	562	0.0250	937	0.0300	1,124
Elementary Lexia Coordinator	0.0150	562	0.0250	937	0.0300	1,124
Elementary Student Council Advisor	0.0150	562	0.0250	937	0.0300	1,124
Elementary Yearbook Advisor	0.0150	562	0.0250	937	0.0300	1,124
Graduation Coordinator	0.0150	562	0.0250	937	0.0300	1,124
High School Annual Advisor	0.0150	562	0.0250	937	0.0300	1,124
Mentor Teacher - RESA Year 1	0.0150	562	0.0250	937	0.0300	1,124
Mentor Teacher - RESA Year 2	0.0150	562	0.0250	937	0.0300	1,124
Middle School Academic Challenge Advisor	0.0150	562	0.0250	937	0.0300	1,124
Middle School Annual Advisor	0.0150	562	0.0250	937	0.0300	1,124
Middle School Student Council Advisor	0.0150	562	0.0250	937	0.0300	1,124
National Junior Honor Society Advisor	0.0150	562	0.0250	937	0.0300	1,124
Prom Committee Advisor	0.0150	562	0.0250	937	0.0300	1,124
County Student of the Month Coordinator	0.0150	562	0.0250	937	0.0300	1,124

Black River Local Schools Supplemental/Activity Evaluation Form

Please complete the following activity evaluation form for _____
(Building)

(Name of Activity/Supplemental)

Name of Advisor/Teacher

Specific Duties of the Activity Advisor

Please check those that apply. Or write NA if it is not applicable.

(employee initials in the blank, principal initials after the statement)

I have met the following criteria:

- _____ 1) Provided each participant with criteria for a fair and consistent selection process
(documentation) (If only a select few can attend or participate)
- _____ 2) Discussed all activities with building administrator and placed on district calendar
- _____ 3) Prepared a budget and expense sheet, and completed all paper work. The next year's budget is
submitted for approval
- _____ 4 Met with students to prepare for this activity(s) Documentation
- _____ 5) Arranged necessary transportation for events, used correct process Documentation
- _____ 6) Attended and supported activity(s)
- _____ 7) Encouraged and promoted student achievement in this area (how)
- _____ 8) Been Responsible for purchase, care, and inventory of all materials and equipment (Provide copy of all
inventory that is carried over) distinguish between consumable and non-consumable
- _____ 9) Promoted Pride in one's school or citizenship
- _____ 10) Supervised and coordinated fund raising activities if needed
- _____ 11) Letter of intent submitted to request position next school year
- _____ 12) Calendar of days worked have been marked on the back of this Evaluation
- _____ 13) Other _____
- _____ Ok to pay supplemental

Advisor Signature

Date

Principal Signature

Date

Superintendent Signature

Date

Black River Athletics

Performance Expectations for Championship Programs

(I = Ineffective D = Developing P = Proficient A = Accomplished)

Head Coach _____ Program _____

Year _____

Assistants and Junior High Staff: (List) Name and Assigned Area

Communication

The Head Coach will:

1. Consistently and clearly communicate with players regarding (but not limited to) role, expectations, playing time and any change to those. **Rating I – D – P – A**
2. Communicate clearly necessary items to parents that are program related or relates to their child. (ex. Code of Conduct or team rule violations) **Rating I – D – P – A**
3. Communicate regularly and keep the Athletic Director informed of program operational status and other related issues **Rating I – D – P – A**
4. Establish a line of communication with all coaches grades 7-12 to ensure that all coaches take ownership in the entire program **Rating I – D – P – A**

Overall Rating for Communication I – D – P – A

Comments:

Coaching Staff

The Head Coach will:

1. Identify quality coaching candidates for all programs (7-12) and make recommendations to Administration
Rating I – D – P – A
2. Establish and maintain defined roles and expectations for assistant coaches for practice, games and the off season program. **Rating I – D – P – A**
3. Assist with the evaluation of all coaching staff (7-12) and make a recommendation as to future employment within 15 days after the conclusion of the season **Rating I – D – P – A**
4. Ensure that all coaches (7-12) have required coursework and certifications (at least 30 days prior to the start of the season **Rating I – D – P – A**

Overall Rating for Coaching Staff I – D – P – A

Comments:

High School Preseason

The Head Coach will:

1. Conduct the required preseason parent meeting **Rating I – D – P – A**
2. Follow team selection guidelines per the Athletic Handbook **Rating I – D – P – A**
3. Conduct a preseason meeting for all coaches (7-12) in preparation for the upcoming season.
Rating I – D – P – A
4. Provide a calendar of events at this time and set forth the expectations for the season (at least 30 days prior to the start of the season). **Rating I – D – P – A**

Overall Rating for Preseason I – D – P – A

Comments:

High School In Season

The Head Coach will:

1. Develop and implement practice and training plans. Practice plans in writing and provided to assistant coaches daily (lesson plan) **Rating I – D – P - A**
2. Develop and facilitate in season maintenance strength and conditioning program
Rating I – D – P - A
3. Report scores, provide statistics, and other necessary information to media outlets to promote team and individual accomplishments. **Rating I – D – P – A**
4. All communication and interviews with the media displays modesty in victory and graciousness in defeat.
Rating I – D – P - A
5. Attend all coaches meetings unless it is in direct conflict with a game/practice
Rating I – D – P – A

Overall Rating for In Season I – D – P -A

Comments:

High School Out of Season

The Head Coach will:

1. Develop and facilitate an off season strength and conditioning program and track progress
Rating I – D – P - A
2. Regularly monitor the academic progress of all athletes **Rating I – D – P - A**
3. Attend all coaches meetings and monthly Booster Club meetings **Rating I – D – P – A**
4. Encourage and support post season participation (i.e. AAU) for athletes not participating in another sport season **Rating I – D – P - A**
5. Assist in developing practice and game schedules (7-12) **Rating I – D – P - A**
6. Develop measurable and attainable team goals for the upcoming season (7-12) **Rating I – D – P - A**
7. Attend all coaches meetings and Booster Club meetings **Rating I – D – P - A**
8. Identify and attend approved professional development for you and your assistant coaches (not necessarily clinics- many other professional development opportunities) **Rating I – D – P – A**

Overall Rating for Off Season I – D – P – A

Comments:

Middle School Program (if applicable)

The Head Coach will:

1. Mentor Middle School coaches and assist the principal in their evaluation **Rating I – D – P - A**
2. Define the roles and expectations of the Middle School Program. Incorporate the head coach's philosophy and terminology (also include playbook if applicable) so it is consistent with high school levels.
Rating I – D – P - A
3. Weekly communication with the Middle School coaches through email, phone calls or practice visits
Rating I – D – P - A
4. Attend several middle school games and practices (either you or your assistants). Attend at least half of the contest and a locker room appearance should be included when attending a contest.
Rating I – D – P - A
5. Recognition of Middle School Program at a varsity contest **Rating I – D – P - A**
6. Share terminology and playbooks to develop depth **Rating I – D – P - A**

Overall Rating MS Program I – D – P - A

Comments:

Youth Program

The Head Coach will:

1. Mentor Youth Coaches and provide an opportunity for those coaches to attend clinics lead by you and your staff. Invite them to attend a practice or video session during your season
Rating I – D – P - A
2. Incorporate the head coach's philosophy and terminology **Rating I – D – P - A**
3. Maintain a line of communication with Youth coaches and leaders to offer insight and understanding of the high school program. **Rating I – D – P - A**
4. Head coach and assistant coaches attend Youth practices, contests or tournaments a few times each youth season. A locker room or similar appearance should be included. **Rating I – D – P - A**
5. Provide some form of recognition for the Youth program during your season **Rating I – D – P - A**
6. Track your feeder program by grade level and keep record of your future athletes and their progress.
Rating I – D – P - A
7. Attend the Youth Banquet or an assistant coach attend if you have conflicts **Rating I – D – P - A**

Overall Rating for Youth Program I – D – P - A

Comments:

Overall Rating for Head Coach_____

Head Coach is recommended for return_____

Athletic Director Comments:

Coaches Comments:

Athletic Director:_____ Date_____

Head Coach:_____ Date_____

SUPPLEMENTAL PAY GUIDELINES

1. Pay Periods
 - a. Athletic Supplemental = 2 pays: Mid-Season and Post-Season
 - i. Mid-Season Date
 1. Fall = 2nd Pay in September
 2. Winter = 2nd Pay in December
 3. Spring = 2nd Pay in April
 - ii. End of Season Date
 1. Pay Period AFTER Final Evaluation and Paperwork is completed including Banquet
 - b. Academic Supplemental = 4 pays: Quarterly (if over \$1000, if under it is one pay at the end of the year)
 - i. Quarter 1 = 1st Pay in November
 - ii. Quarter 2 = 1st Pay in February
 - iii. Quarter 3 = 1st Pay in April
 - iv. Quarter 4 = 1st Pay in June
 - c. Marching Band supplemental to follow Fall Sports pay period?
2. Athletic Supplemental Placement
 - a. Effective July 1, 2018, current employees with athletic coaching experience in a specific supplemental position (at or outside of the District) will be credited with that experience, up to Step 6 for the 2018-2019 school year forward.
 - b. New Employees with athletic coaching experience in a specified supplemental position (at or outside of the district) will be credited with that experience up to five years but will be initially be place on Step 3 of the supplemental schedule.
 - c. Any person employed by the District as an athletic coach who no longer coaches at the District and goes to another district to coach and then later is hired to coach at Black River again, will be placed at Step 0 on the supplemental salary schedule.
3. Evaluations, Calendars, and Receipt of Pay
 - a. Coaches and Non-Athletic Supplementals will both undergo an evaluation process.
 - b. Non-Athletic and Athletic Supplemental positions will use the 12-point checklist with a calendar for reporting days of work for STRS.
 - c. Positions not held by licensed and vested teachers will be required to report hours.
 - d. When completed and signed by the supervisor of record, pay will be given per the agreed timeline.

\$150 per vocal/instrumental performance and/or show [max of 7 per staff member]

\$75 per art performance and/or show [max of 4 per staff member]

*Pre-approval by the Superintendent (exceptions = FCCLA & FFA - extended days)

ADVISOR POSITION RESPONSIBILITY

- HS Student Council Advisor
 - 5 outside the school day events
 - 7 outside the school day meetings
- MS Cheer Advisor
 - [MOU for a 2nd based on #s]
- NHS (National Honor Society)
 - 7 outside the school day meetings
 - 4 group service projects
 - Induction Ceremony
- Pen Ohio Advisor (Power of the Pen)
 - Bi-monthly meetings
 - Participate in Regional/State Event
- HS Academic Challenge
 - Prepares for and attends 4 meets
 - Bi-Monthly outside the school day practices
- MS Academic Challenge
 - Prepares for and attends County Tournament plus 2 other meets
 - Bi-Monthly outside the school day practices
- Drama Advisor
 - 1 show minimum per year
- Concert Band Advisor
 - 2 OMEA events
 - 1 HS
 - 1 MS
- Choir Advisor
 - 2 OMEA events
 - 1 HS
 - 1 MS
- LPDC - HS
 - Meet once a month
- LPDC - MS
 - Meet once a month
- LPDC - ES
 - Meet once a month
- Mentor Teacher - RESA Year 3
 - Per mentee

- Prom Committee Advisor
 - visiting/book venue
 - 3 bids
 - Decorate/set-up Prom Venue
 - Coordinate/Chaperone Prom
 - Advise committee 4x (outside the school day)
- MS Student Council
 - 4 outside of the school day meetings
 - 2 school related events
- MS Yearbook
 - 4 outside of the school day meetings
 - representation at one event for each sport/activity for candid
- Elementary Lexia Coordinator
 - Program Set-up
 - Data Analysis
- Elementary Student Council (Peer Leaders)
 - Executes a minimum of 4 leadership/service activities
- Elementary Yearbook
- HS Yearbook Advisor
 - Manages, Coordinates and orders high school yearbook
- NJHS National Junior Honor Society
 - 4 outside of the school day meetings
 - 2 school related events
- Medina County Student of the Month Coordinator
 - Submits both male and female SOM candidates each month
 - Attends End of the Year County Banquet
- Graduation Coordinator
 - Liaison with Senior Reps (Graduation Items, Service Hours, etc.)
 - Senior Trip
 - Senior Graduation Breakfast
 - Coordination of Graduation
- Choir Accompanist
- Mentor Teacher - RE Year 1
 - Per mentee
- Mentor Teacher - RE Year 2
 - Per mentee
- Mentor Teacher - RESA Year 4
 - Per mentee
- Fall/Winter/Spring Weight Room Coordinator
 - Opens weight room 4 days a week

Black River Athletics

Performance Expectations for Championship Programs

(I = Ineffective D = Developing P = Proficient A = Accomplished)

Head Coach _____ Program _____

Year _____

Assistants and Junior High Staff: (List) Name and Assigned Area

Communication

The Head Coach will:

1. Consistently and clearly communicate with players regarding (but not limited to) role, expectations, playing time and any change to those. **Rating I – D – P – A**
2. Consistently and clearly communicate with players regarding (but not limited to) role, expectations, playing time and any change to those. **Rating I – D – P – A**
3. Communicate regularly and keep the Athletic Director informed of program operational status and other related issues **Rating I – D – P – A**
4. Establish a line of communication with all coaches grades 7-12 to ensure that all coaches take ownership in the entire program **Rating I – D – P – A**

Overall Rating for Communication I – D – P – A

Comments:

Coaching Staff

The Head Coach will:

1. Identify quality coaching candidates for all programs (7-12) and make recommendations to Administration **Rating I – D – P - A**
2. Establish and maintain defined roles and expectations for assistant coaches for practice, games and the off season program. **Rating I – D – P - A**
3. Establish and maintain defined roles and expectations for assistant coaches for practice, games and the off season program. **Rating I – D – P - A**
4. Ensure that all coaches (7-12) have required coursework and certifications (at least 30 days prior to the start of the season **Rating I – D – P – A**

Overall Rating for Coaching Staff I – D – P – A

Comments:

High School Preseason

The Head Coach

will:

1. Conduct the required preseason parent meeting **Rating I – D – P - A**
2. Follow team selection guidelines per the Athletic Handbook **Rating I – D – P - A**
3. Conduct a preseason meeting for all coaches (7-12) in preparation for the upcoming season **Rating I – D – P - A**
4. Provide a calendar of events at this time and set forth the expectations for the season (at least 30 days prior to the start of the season). **Rating I – D – P – A**

Overall Rating for Preseason I – D – P - A

Comments:

High School In Season

The Head Coach will:

1. Develop and implement practice and training plans. Practice plans in writing and provided to assistant coaches daily (lesson plan) **Rating I – D – P – A**
2. Develop and facilitate in season maintenance strength and conditioning program
Rating I – D – P – A
3. Report scores, provide statistics, and other necessary information to media outlets to promote team and individual accomplishments. **Rating I – D – P – A**
4. All communication and interviews with the media displays modesty in victory and graciousness in defeat. **Rating I – D – P – A**
5. Attend all coaches meetings unless it is in direct conflict with a game/practice
Rating I – D – P – A

Overall Rating for In Season I – D – P – A

Comments:

High School Out of Season

The Head Coach will:

1. Develop and facilitate an off season strength and conditioning program and track progress
Rating I – D – P – A
2. Regularly monitor the academic progress of all athletes **Rating I – D – P – A**
3. Attend all coaches meetings and monthly Booster Club meetings **Rating I – D – P – A**
4. Encourage and support post season participation (i.e. AAU) for athletes not participating in another sport season **Rating I – D – P – A**
5. Assist in developing practice and game schedules (7-12) **Rating I – D – P – A**
6. Develop measurable and attainable team goals for the upcoming season (7-12)
Rating I – D – P – A
7. Attend all coaches meetings and Booster Club meetings **Rating I – D – P – A**
8. Identify and attend approved professional development for you and your assistant coaches (not necessarily clinics- many other professional development opportunities) **Rating I – D – P – A**

Overall Rating for Off Season I – D – P – A

Comments:

Middle School Program (if applicable)

The Head Coach will:

1. Mentor Middle School coaches and assist the principal in their evaluation **Rating I – D – P - A**
2. Define the roles and expectations of the Middle School Program. Incorporate the head coach's philosophy and terminology (also include playbook if applicable) so it is consistent with high school levels.
Rating I – D – P - A
3. Weekly communication with the Middle School coaches through email, phone calls or practice visits
Rating I – D – P - A
4. Weekly communication with the Middle School coaches through email, phone calls or practice visits
Rating I – D – P - A
5. Attend several middle school games and practices (either you or your assistants). Attend at least half of the contest and a locker room appearance should be included when attending a contest. **Rating I – D – P - A**
6. Recognition of Middle School Program at a varsity contest **Rating I – D – P - A**
7. Share terminology and playbooks to develop depth **Rating I – D – P - A**

Overall Rating MS Program I – D – P - A

Comments:

Youth Program

The Head Coach will:

1. Mentor Youth Coaches and provide an opportunity for those coaches to attend clinics lead by you and your staff. Invite them to attend a practice or video session during your season
Rating I – D – P - A
2. Incorporate the head coach's philosophy and terminology **Rating I – D – P - A**
3. Maintain a line of communication with Youth coaches and leaders to offer insight and understanding of the high school program. **Rating I – D – P - A**
4. Head coach and assistant coaches attend Youth practices, contests or tournaments a few times each youth season. A locker room or similar appearance should be included.
Rating I – D – P - A
5. Provide some form of recognition for the Youth program during your season
Rating I – D – P - A
6. Track your feeder program by grade level and keep record of your future athletes and their progress. **Rating I – D – P - A**
7. Attend the Youth Banquet or an assistant coach attend if you have conflicts **Rating I – D – P - A**

Overall Rating for Youth Program I – D – P - A

Comments:

Overall Rating for Head Coach _____

Head Coach is recommended for return _____

Athletic Director Comments:

Coaches Comments:

Athletic Director: _____ Date _____

Head Coach: _____ Date _____

BLACK RIVER LOCAL SCHOOLS
PERSONAL LEAVE APPLICATION

Date _____

I _____ intend to use Personal leave on:

Date(s)

Personal Leave is intended to provide bargaining unit members with a means of dealing with urgent and unavoidable personal matters that cannot be handled except during school hours.

A bargaining unit member shall be entitled to three (3) days of paid personal leave each year during his/her regular employment period. The leave shall be granted:

- (a) Without loss of pay and other benefits
- (b) In increments of full or half day only
- (c) With no deduction from sick leave
- (d) Subject to the availability of a qualified substitute, if requested less than five (5) days (one hundred twenty (120) hours) in advance
- (e) Subject to the availability of a qualified substitute, if requested less than five (5) days (one hundred twenty (120) hours) in advance
- (f) Provided they are not days chargeable to sick leave
- (g) In event of emergency, Items (d) and (e) not applicable; however the Emergency Personal Leave Form, Appendix D, must be completed.
- (h) Provided the date in question is not a waiver day or other professional development day for the employee.
- (i) Provided they are not taken during the first two (2) weeks of student attendance or after May 20th.
- (j) Provide no more than five (5) members of the bargaining unit of any one (1) building nor more than seven (7) members of the bargaining unit in the District take such leave on any one (1) day during the first, second, and third quarters.

Provide no more than 10% of the members of the bargaining unit of any one building take such leave on any one (1) day of the fourth quarter.

Received by Principal/Supervisor

Date

FOR OFFICE USE ONLY:

_____ Approved

_____ Denied

Reason for Denial: _____

Superintendent

Date

BLACK RIVER LOCAL SCHOOL DISTRICT
EMERGENCY PERSONAL LEAVE APPLICATION

I _____ intend to use Personal Leave on

(date)

For the following reasons, I have been unable to provide the required five (5) days [one hundred twenty (120) hours] advanced notification for personal leave use and/or am requesting emergency Personal Leave for a date or dates otherwise restricted by the Agreement.

Building assignment _____

Date Approved: _____
Principal/Director/Supervisor

Date Approved: _____
Superintendent

By signing this request, I verify that I could not give 5 days prior notice for my personal leave request and/or acknowledge that the request is during a restricted portion of the school year.

BLACK RIVER LOCAL SCHOOL DISTRICT
JURY LEAVE NOTIFICATION

This is to notify you that the undersigned has been called to jury duty at

_____ for the following dates:

I understand that it is my obligation to provide appropriate verification that such service was rendered as a precondition for receiving pay for dates absent due to jury duty.

Signature

Building assignment _____

GRIEVANCE PROCEDURE FORM

NAME OF GRIEVANT _____ DATE _____

SCHOOL _____ PRINCIPAL _____

DATE GRIEVANCE OCCURRED _____ DATE OF FORMAL FILING _____

PERSON OR PERSONS TO WHOM GRIEVANCE IS DIRECTED _____

HAVE YOU DISCUSSED THIS WITH YOUR IMMEDIATE SUPERVISOR?

_____ YES _____ NO

NAME OF IMMEDIATE SUPERVISOR _____

DATE OF INFORMAL HEARING _____

INITIATED ON LEVEL _____

STATEMENT OF GRIEVANCE -- include a description of the facts supporting the grievance and the specific Article or Articles allegedly violated.

ACTION REQUESTED -- state the nature of the relief sought.

GRIEVANT

FORMAL PROCEDURE

DATE RECEIVED BY IMMEDIATE SUPERVISOR _____

STEP I: IMMEDIATE SUPERVISOR (FORMAL DISPOSITION)

DATE _____ SIGNATURE _____
Immediate Supervisor

Date received by Grievant _____

Copy to the Grievant,
the Superintendent,
and the Association President

Signature _____
Grievant

DATE RECEIVED BY SUPERINTENDENT/DESIGNEE _____

STEP II: SUPERINTENDENT/DESIGNEE (FORMAL DISPOSITION)

DATE _____ SIGNATURE _____
Superintendent/Designee

Date received by Grievant _____

Copy to the Grievant,
the Immediate Supervisor,
and the Association President

Signature _____
Grievant

DATE RECEIVED BY THE SUPERINTENDENT _____

STEP III: BOARD OF EDUCATION (FORMAL DISPOSITION)

DATE _____ SIGNATURE _____
Board President

Date received by Grievant _____

Copy to the Grievant,
Immediate Supervisor,
Superintendent,
and the Association President

Signature _____
Grievant

Where decision requires additional space attach pages as necessary.

VACANCY/TRANSFER FORM

To help us determine staffing for the next school year, please indicate below your intentions for the next school year.

_____ I wish to be reappointed to my present position.

_____ I plan to retire at the end of this school year.

_____ Should an opening occur, I would like to be considered for:

Building: _____

Grade/Position: _____

_____ I am undecided at this time (I will inform the Superintendent prior to April 1, if possible).

_____ I would like to be considered as a Home Instruction Tutor, or find out more about it.

_____ I would like to be considered for the following supplemental contracts should an opening occur:

Please return this form to the Superintendent by February 28.

SIGNED: _____

SCHOOL: _____

GRADE/POSITION: _____

EMPLOYEE ASSURANCE OF PREVIOUS EMPLOYMENT RECORD

As part of the application process for a position in the Black River Local School District, I am providing the following statement of previous employment. In this statement, I am assuring the Black River Local School District that I have not worked as a TEACHER, TUTOR, or SUBSTITUTE in any school district other than those named below.

With my signature below, I acknowledge that this statement is a complete record of previous employment as a TEACHER, TUTOR, or SUBSTITUTE. I also understand that any omission of information will be grounds for such omission from future adjustments in salary

School District of Previous Employment	Year(s) Taught	Number of Days Taught
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____

Employee's Signature _____

OFFICE USE ONLY

Employee's Name _____

Service Time Granted _____

Hiring Date _____

Treasurer's Signature _____

Copy to Personnel File, Payroll File and Employee

BLACK RIVER LOCAL SCHOOL DISTRICT LIMITED COVERAGE ACCOUNTABILITY FORM

Building: _____ Requesting Teacher: _____

Date of Needed Coverage: _____ Time of Needed Coverage: _____

Reason for request: _____

Note: Limited to five times per year, this request can only be submitted on a non-regular basis by a teacher who needs to arrive late to work or leave early from work by no more than 30 minutes of the teacher's workday.

Requesting teacher must check all that apply:

☐ Time requested includes instructional or student duty time

If checked, fill out:

- Identify # of instructional/student duty minutes: _____
- Identify teacher who will provide coverage: _____
- Have above covering teacher sign where below-indicated

☐ Time requested includes non-instructional or non-student duty time

If checked, fill out:

- Identify # of non-instructional or non-student duty minutes: _____

Total requested time: _____ minutes

Date Requesting Teacher commits to making up missed minutes: _____

Signature of Requesting Teacher: _____

Signature of Teacher providing coverage for instructional minutes or student duty: _____

NOTE: Teacher providing coverage specifically waives any right to pay under Article 3.07 or otherwise for covering the instructional or student duty minutes requested.

Principal approval shall not be unreasonably withheld unless this request negatively impacts operations or the requesting teacher has not made up minutes taken under a prior Limited Coverage Accountability Form request.

Principal decision: Approved / Not Approved – Signature _____ Date: _____

This section to be completed after Requesting Teacher makes up missed minutes under this request.

I, _____, certify that I made up the missed minutes under this request on _____, 20____ from _____ am/pm to _____ am/pm.

Signature: _____ Date submitted to Principal: _____

Appendix J

Ohio Teacher Evaluation System (OTES 2.0)

J-1	Ohio Standards for the Teaching Profession.....	116
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J-4	Improvement Plan	146
J-5	Performance Evaluation Rubric	149
J-6	High-Quality Student Data Guidance Tool.....	157
J-7	High-Quality Student Data Verification Form.....	158
J-8	Pre-Conference Planning Questions (Optional).....	159
J-9	Walkthrough/Informal Observation Forms.....	160
J-10	Post-Conference Planning (Use of this form is optional. The Post-Conference is required.).....	165
J-11	Final Holistic Rating- Full Evaluation	166
J-12	Final Holistic Rating- Carry Forward	167

Ohio School Counselor Evaluation System (OSCES)

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J-15	OSCES Professional Growth Plan	210
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J-17	OSCES Improvement Plan.....	215
J-18	OSCES Pre and Post Observation Resource Questions	218
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J-20	OSCES Final Summative Rating of School Counselor Effectiveness	221
J-21	OSCES Post Conference Planning.....	222
J-22	OSCES Optional Form to Demonstrate a Positive Student Outcome Using Student Metrics.....	223

School Psychologist Evaluation Framework (Locally Developed)

J-23	Standards (from the Professional Conduct Manual for School Psychology, National Association of School Psychologists (NASP) and Ohio School Psychologists Association (OSPA)).....	224
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Speech Language Pathologist Evaluation Framework (Locally Developed)

J-30	Ohio Speech Language Hearing Association Code of Ethics and Ohio's Standards for the Teaching Profession (Refer to J-1).....	241
J-31	Self-Reflection Tool for Diagnostic SLPs	246
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J-36	Evaluation Form.....	261
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Section Two Ohio Standards for the Teaching Profession

1 Teachers understand student learning and development and respect the diversity of the students they teach.

- Teachers display knowledge of how students learn and of the developmental characteristics of age groups.
- Teachers understand what students know and are able to do and use this knowledge to meet the needs of all students.
- Teachers expect that all students will achieve to their full potential.
- Teachers model respect for students' diverse cultures, language skills and experiences.
- Teachers recognize characteristics of gifted students, students with disabilities and at-risk students in order to assist in appropriate identification, instruction and intervention.

2 Teachers know and understand the content area for which they have instructional responsibility.

- Teachers know the content they teach and use their knowledge of content-area concepts, assumptions and skills to plan instruction.
- Teachers understand and use content-specific instructional strategies to effectively teach the central concepts and skills of the discipline.
- Teachers understand school and district curriculum priorities and the Ohio academic content standards.
- Teachers understand the relationship of knowledge within the discipline to other content areas.
- Teachers connect content to relevant life experiences and career opportunities.

3 Teachers understand and use varied assessments to inform instruction, evaluation and ensure student learning.

- Teachers are knowledgeable about assessment types, their purposes and the data they generate.
- Teachers select, develop and use a variety

of diagnostic, formative and summative assessments.

- Teachers analyze data to monitor student progress and learning, and to plan, differentiate and modify instruction.
- Teachers collaborate and communicate student progress with students, parents and colleagues.
- Teachers involve learners in self-assessment and goal setting to address gaps between performance and potential.

4 Teachers plan and deliver effective instruction that advances the learning of each individual student.

- Teachers align their instructional goals and activities with school and district priorities and Ohio's academic content standards.
- Teachers use information about students' learning and performance to plan and deliver instruction that will close the achievement gap.
- Teachers communicate clear learning goals and explicitly link learning activities to those defined goals.
- Teachers apply knowledge of how students think and learn to instructional design and delivery.
- Teachers differentiate instruction to support the learning needs of all students, including students identified as gifted, students with disabilities and at-risk students.
- Teachers create and select activities that are designed to help students develop as independent learners and complex problem-solvers.
- Teachers use resources effectively, including technology, to enhance student learning.

5 Teachers create learning environments that promote high levels of learning and achievement for all students.

- Teachers treat all students fairly and establish an environment that is respectful, supportive and caring.

- Teachers create an environment that is physically and emotionally safe.
- Teachers motivate students to work productively and assume responsibility for their own learning.
- Teachers create learning situations in which students work independently, collaboratively and/or as a whole class.
- Teachers maintain an environment that is conducive to learning for all students.

6 Teachers collaborate and communicate with students, parents, other educators, administrators and the community to support student learning.

- Teachers communicate clearly and effectively.
- Teachers share responsibility with parents and caregivers to support student learning, emotional and physical development and mental health.
- Teachers collaborate effectively with other teachers, administrators and school and district staff.
- Teachers collaborate effectively with the local community and community agencies, when and where appropriate, to promote a positive environment for student learning.

7 Teachers assume responsibility for professional growth, performance and involvement as an individual and as a member of a learning community.

- Teachers understand, uphold and follow professional ethics, policies and legal codes of professional conduct.
- Teachers take responsibility for engaging in continuous, purposeful professional development.
- Teachers are agents of change who seek opportunities to positively impact teaching quality, school improvements and student achievement.

Introduction

The research is clear: what matters most is the quality of the teacher we put before every student. It is the interaction between teacher and student that is critical to producing high-level student learning and achievement. With the adoption of the Ohio Standards for the Teaching Profession, the Ohio Standards for Principals and the Ohio Standards for Professional Development, Ohio has continued on track toward an aligned, standards-based education system in which all students achieve at the highest levels.

Intended Purposes of the Standards

The Ohio Standards for the Teaching Profession were developed for use as a guide for teachers as they continually reflect upon and improve their effectiveness as educators throughout all of the stages of their careers. While there are many influences on a teacher's development, these standards will serve as an important tool for teachers as they consider their growth and development in the profession.

In addition, these standards will serve many other audiences and purposes. It is anticipated that these standards may:

- assist higher education programs in developing the content and requirements of pre-service training and development;
- focus the goals and objectives of districts and schools as they support educators and seek to improve the profession;
- be used to plan and guide professional development;
- serve as a tool in developing coaching and mentoring programs.

These Standards are intended to drive conversations about the practice of teaching and are not intended to serve as an evaluation instrument.

The Connections between the Standards

Ohio's Standards for the Teaching Profession are interrelated and connect in teachers' practice. They are not intended to show isolated knowledge or skills and are not presented in order of importance.

Teachers' knowledge and skills in each standard area will impact their ability to perform effectively in other standard areas. For example, teachers' understanding of assessment will impact their ability to provide effective instruction based on students' needs. Their understanding of student diversity will impact their ability to create positive learning environments. Their ability to assess and reflect on their own effectiveness will impact the quality of their instruction. Each of these standards is important in effective teaching.



Ohio Standards for the Teaching Profession

In the Standards for the Teaching Profession, seven standards are delineated. These standards fall under three larger organizers, as shown below, and include:

The Focus of Teaching and Learning

Standard 1:

Students

Teachers understand student learning and development and respect the diversity of the students they teach.

Standard 2:

Content

Teachers know and understand the content area for which they have instructional responsibility.

Standard 3:

Assessment

Teachers understand and use varied assessments to inform instruction, evaluate and ensure student learning.

Standard 4:

Instruction

Teachers plan and deliver effective instruction that advances the learning of each individual student.

The Conditions for Teaching and Learning

Standard 5:

Learning Environment

Teachers create learning environments that promote high levels of learning and achievement for all students.

Standard 6:

Collaboration and Communication

Teachers collaborate and communicate with students, parents, other educators, administrators and the community to support student learning.

Standard 7:

Professional Responsibility and Growth

Teachers assume responsibility for professional growth, performance and involvement as individuals and as members of a learning community.

References

This section includes references to the following publications, which informed the development of the Ohio Standards for the Teaching Profession: Cotton, K., *Effective Schooling Practices: A Research Synthesis 1995 Update*. Portland, OR: Northwest Regional Educational Laboratory [online], 1995.

Available at: <http://www.nwrel.org/scpd/esp95.html>
Danielson, C., *Enhancing Professional Practice: A Framework for Teaching*. Alexandria, VA: Association for Supervision and Curriculum Development (ASCD), 1996.

Standard 1: Students

Teachers understand student learning and development and respect the diversity of the students they teach.

Narrative Summary

A thorough understanding of how students learn is essential to quality teaching. Effective teachers must understand the processes and strategies students use to construct knowledge, and use this understanding to create learning activities appropriate for students' ages, abilities and learning styles. Effective teachers understand the impact of students' backgrounds and experiences on their learning. They connect

instruction to students' needs, interests and prior knowledge. They understand the abilities and talents of their students, and use that knowledge to determine appropriate learning activities and identify resources for students that foster rich learning opportunities. Teachers' sense of efficacy results in their persistence to help all students learn and achieve at high levels.

Elements

- 1.1 Teachers display knowledge of how students learn and of the developmental characteristics of age groups.
- 1.2 Teachers understand what students know and are able to do and use this knowledge to meet the needs of all students.
- 1.3 Teachers expect that all students will achieve to their full potential.
- 1.4 Teachers model respect for students' diverse cultures, language skills and experiences.
- 1.5 Teachers recognize characteristics of gifted students, students with disabilities and at-risk students in order to assist in appropriate identification, instruction and intervention.

Ohio Standards for the Teaching Profession

<i>Standard 1 Elements</i>		<i>Indicators</i>		
		<i>Proficient</i>	<i>Accomplished</i>	<i>Distinguished</i>
1.1 Teachers display knowledge of how students learn and of the developmental characteristics of age groups.		<p>a) Teachers demonstrate an understanding of research on human development, learning theory and the brain.</p> <p>b) Teachers demonstrate understanding that student development (physical, social, emotional and cognitive) influences learning and plan instruction accordingly.</p>	<p>c) Teachers analyze individual and group student development in order to design instruction that meets learner needs at an appropriate level of development.</p>	<p>d) Teachers support colleagues' understanding of student development and help other teachers evaluate students for purposes of instructional planning and implementation.</p>
1.2 Teachers understand what students know and are able to do and use this knowledge to meet the needs of all students.		<p>a) Teachers gather information about students' prior learning, abilities and learning styles to plan and deliver appropriate instruction.</p>	<p>b) Teachers present concepts and principles at different levels of complexity to reflect varied levels of student development.</p> <p>c) Teachers prepare work tasks, schedule time for tasks and differentiate instruction as needed to accommodate student learning differences.</p>	<p>d) Teachers lead the design and implementation of strategies to assess individual student abilities, learning styles and needs.</p>
1.3 Teachers expect that all students will achieve to their full potential.		<p>a) Teachers establish and clearly communicate high expectations for all students through such actions as focusing on students' positive traits and conveying a belief in their abilities.</p> <p>b) Teachers model a belief that all students can learn and persist in efforts to help all students achieve.</p>	<p>c) Teachers set specific and challenging expectations for each individual student and each learning activity.</p> <p>d) Teachers develop a sense of their ability to influence student progress and persist in seeking approaches for students who have difficulty learning.</p>	<p>e) Teachers create challenging expectations for their students and assist other educators in their school and district in setting high expectations for all students.</p>

<i>Standard 1 Elements</i>	<i>Indicators</i>		
	<i>Proficient</i>	<i>Accomplished</i>	<i>Distinguished</i>
1.4 Teachers model respect for students' diverse cultures, language skills and experiences.	<p>a) Teachers display knowledge of the interests or cultural heritage of groups of students and recognize the value of this knowledge (Danielson, 1996).</p> <p>b) Teachers set clear rules to respect individuals and individual differences and avoid the use of bias, stereotypes and generalizations in their classrooms.</p> <p>c) Teachers build relationships with students by establishing and maintaining rapport and valuing each student as an individual.</p> <p>d) Teachers respect and value the native languages and dialects of their students and use students' current language skills to achieve content-area learning goals.</p>	<p>e) Teachers analyze their own cultural perspectives and biases and develop strategies to diminish the impact of those biases.</p> <p>f) Teachers implement instructional strategies that support the learning of English as a second language and the use of standard English in speaking and writing in the classroom.</p> <p>g) Teachers foster a learning community in which individual differences and perspectives are respected.</p>	<p>h) Teachers challenge disrespectful attitudes by modeling behavior for others and working to ensure that all students are recognized and valued.</p>

Ohio Standards for the Teaching Profession

<i>Standard 1 Elements</i>	<i>Proficient</i>	<i>Accomplished</i>	<i>Distinguished</i>
<p>1.5 Teachers recognize characteristics of gifted students, students with disabilities and at-risk students in order to assist in appropriate identification, instruction and intervention.</p>	<p>a) Teachers assist in identifying gifted students, students with disabilities and at-risk students based on established practices.</p> <p>b) Teachers follow laws and policies regarding gifted students, students with disabilities and at-risk students and implement Individual Education Plans (IEPs) and Written Education Plans (WEPs).</p> <p>c) Teachers refer students for screening and assessment when appropriate.</p> <p>d) Teachers seek and use support from specialists and other sources of expertise to enhance student learning.</p>	<p>e) Teachers collaboratively develop and implement learning plans for gifted students, students with disabilities and at-risk students.</p> <p>f) Teachers adapt the pace and depth of curriculum and instruction to meet the needs of those students whose performance is advanced or below level.</p>	<p>g) Teachers advocate within the school, district and the broader community to ensure that gifted students, students with disabilities and at-risk students have access to all appropriate learning opportunities and resources.</p>

Standard 2: Content

Teachers know and understand the content area for which they have instructional responsibility.

Narrative Summary

A deep understanding of content is essential for teachers to have the power to positively impact student learning and achievement. Teachers must understand the structures and the history of the content they teach and recognize that the content is not static, but complex and evolving. Effective teachers demonstrate a deep and reflective understanding of content-specific practices, processes and vocabulary. They connect the

content and skills of their disciplines to the Ohio academic content standards and are committed to staying abreast of current research and development within their disciplines. These teachers make content meaningful, relevant and applicable to students by making connections between the content that they teach and other content areas, real life experiences and career opportunities.

Elements

- 2.1 Teachers know the content they teach and use their knowledge of content-specific concepts, assumptions and skills to plan instruction.
- 2.2 Teachers understand and use content-specific instructional strategies to effectively teach the central concepts and skills of the discipline.
- 2.3 Teachers understand school and district curriculum priorities and the Ohio academic content standards.
- 2.4 Teachers understand the relationship of knowledge within the discipline to other content areas.
- 2.5 Teachers connect content to relevant life experiences and career opportunities.

Ohio Standards for the Teaching Profession

Indicators

<i>Standard 2 Elements</i>	<i>Proficient</i>	<i>Accomplished</i>	<i>Distinguished</i>
2.1 Teachers know the content they teach and use their knowledge of content-specific concepts, assumptions and skills to plan instruction.	<p>a) Teachers identify the relevant research, principles, theories and debates significant to the content they teach.</p> <p>b) Teachers use their knowledge and understanding of content-area concepts, assumptions and skills in their planning and instruction.</p> <p>c) Teachers identify the developmental sequence of learning in their content area, in effort to link current instruction with students' prior knowledge and future learning.</p>	<p>d) Teachers integrate different viewpoints, theories and processes of inquiry to guide their thinking and instructional planning.</p> <p>e) Teachers seek out opportunities to enhance and extend their content knowledge.</p> <p>f) Teachers plan and sequence instruction in ways that reflect an understanding of the prerequisite relationships among topics and concepts.</p>	<p>g) Teachers continue to deepen their knowledge of content through new learning and use it to support the growth of other educators.</p>
2.2 Teachers understand and use content-specific instructional strategies to effectively teach the central concepts and skills of the discipline.	<p>a) Teachers demonstrate understanding of how students' conceptual frameworks and common misconceptions can influence learning.</p>	<p>b) Teachers engage students in generating knowledge and testing hypotheses according to the methods of inquiry used in the content area.</p> <p>c) Teachers anticipate and adjust learning experiences to address common misconceptions of the discipline that impede learning.</p> <p>d) Teachers incorporate content-specific learning strategies to enable students to analyze, build and adapt new understandings.</p>	<p>e) Teachers evaluate instructional strategies to determine their accuracy and usefulness for presenting specific ideas and concepts.</p>

Standard 2 Elements

Indicators

	Proficient	Accomplished	Distinguished
2.3 Teachers understand school and district curriculum priorities and the Ohio academic content standards.	a) Teachers articulate the important content, concepts and processes in school and district curriculum priorities and in the Ohio academic content standards.	b) Teachers extend and enrich curriculum by integrating school and district curriculum priorities with Ohio's academic content standards and national content standards.	c) Teachers who serve in leadership roles study and evaluate advances in content and recommend changes to revise school and district curriculum.
2.4 Teachers understand the relationship of knowledge within the content area to other content areas.	a) Teachers make relevant content connections between disciplines.	b) Teachers prepare opportunities for students to apply learning from different content areas to solve problems. c) Teachers collaboratively construct interdisciplinary learning strategies that make connections between content areas.	d) Teachers design projects that require students to integrate knowledge and skills across several content areas (Cotton, 1999). e) Teachers lead collaborative efforts to share knowledge and model interdisciplinary instruction.
2.5 Teachers connect content to relevant life experiences and career opportunities.	a) Teachers facilitate learning experiences that connect to real-life situations and careers.	b) Teachers use a variety of resources to enable students to experience, connect and practice real-life and career applications, through activities such as service learning.	c) Teachers design innovative learning activities that replicate real life and workplace activities. d) Teachers model for other educators the integration of content-area classroom experiences with real-life and workplace experiences.

Ohio Standards for the Teaching Profession

Standard 3: Assessment

Teachers understand and use varied assessments to inform instruction, evaluate and ensure student learning.

Narrative Summary

The professional imperative of teachers is to maximize student learning and eliminate gaps between students' potential and their performance. Toward that end, the relationship between instruction and assessment is purposeful, interdependent and recursive. Effective teachers are assessment-literate. They use multiple assessments to learn about their students, to plan and adjust instruction and to evaluate student learning. Teachers have sufficient knowledge and skills in probability and statistics to use a variety of assessment data to plan effectively

for all students. Teachers use formal and informal assessment data to determine the incremental development of students based on the Ohio academic content standards. Teachers encourage students to critically examine their own work and foster their students' ability to become knowledgeable of how they learn. Teachers provide students and parents with formative assessment results and provide them with strategies to improve student learning.

Elements

- 3.1 Teachers are knowledgeable about assessment types, their purposes and the data they generate.
- 3.2 Teachers select, develop and use a variety of diagnostic, formative and summative assessments.
- 3.3 Teachers analyze data to monitor student progress and learning and to plan, differentiate and modify instruction.
- 3.4 Teachers collaborate and communicate student progress with students, parents and colleagues.
- 3.5 Teachers involve learners in self-assessment and goal setting to address gaps between performance and potential.

<i>Standard 3 Elements</i>		<i>Indicators</i>		
		<i>Proficient</i>	<i>Accomplished</i>	<i>Distinguished</i>
3.1 Teachers are knowledgeable about assessment types, their purposes and the data they generate.		a) Teachers demonstrate an understanding that assessment is a means of evaluating and supporting student learning. b) Teachers demonstrate an understanding of the characteristics, uses and limitations (advantages and disadvantages) of various types of diagnostic, formative and summative assessments.	c) Teachers demonstrate an understanding of why and when to select and integrate varied assessment types into the instructional cycle. d) Teachers demonstrate an understanding of assessment-related issues, such as validity, reliability, bias and scoring, by using assessments and the information from them.	e) Teachers serve as building and district leaders in establishing and evaluating district and state assessment programs.
	3.2 Teachers select, develop and use a variety of diagnostic, formative and summative assessments.	a) Teachers align classroom assessments with curriculum and instruction (Cotton, 1999). b) Teachers use a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills.	c) Teachers purposely plan assessments and differentiate assessment choices to match the full range of student needs, abilities and learning styles. d) Teachers use assessments to identify student strengths, promote student growth and maximize access to learning opportunities.	e) Teachers work with other educators to design and revise assessment policies and procedures as appropriate. f) Teachers enhance other educators' knowledge of best practices in assessment.

Ohio Standards for the Teaching Profession

<i>Indicators</i>			
<i>Standard 3 Elements</i>	<i>Proficient</i>	<i>Accomplished</i>	<i>Distinguished</i>
3.3 Teachers analyze data to monitor student progress and learning and to plan, differentiate and modify instruction.	<ul style="list-style-type: none"> a) Teachers utilize assessment data to identify students' strengths and needs, and modify instruction. b) Teachers monitor student progress toward achievement of school and district curriculum priorities and the Ohio academic content standards. c) Teachers maintain accurate and complete assessment records as needed for data-based decision making. 	<ul style="list-style-type: none"> d) Teachers read and interpret data and use this analysis to differentiate learning for and tailor instructional goals to individual students. e) Teachers examine classroom assessment results to reveal trends and patterns in individual and group progress and to anticipate potential learning obstacles. f) Teachers use student assessment results to reflect on their own teaching and to monitor teaching strategies and behaviors in relation to student success. 	<ul style="list-style-type: none"> g) Teachers promote the use of student data to inform curriculum design. h) Teachers promote the use of student data to implement targeted strategies for instruction.
3.4 Teachers collaborate and communicate student progress with students, parents and colleagues.	<ul style="list-style-type: none"> a) Teachers define assessment criteria and standards and relate these to students. b) Teachers provide substantive, specific and timely feedback of student progress to students, parents and other school personnel while maintaining confidentiality. 	<ul style="list-style-type: none"> c) Teachers use a variety of means to communicate student learning and achievement. d) Teachers design and share resources with parents to facilitate their understanding of their child's learning and progress. 	<ul style="list-style-type: none"> e) Teachers lead collaborative efforts to create common assessments among grade-level and/or content-area teachers and share assessment results with colleagues to collaboratively plan instruction that will best meet individual student needs.

Standard 3 Elements

3.5 Teachers involve learners in self-assessment and goal setting to address gaps between performance and potential.

Proficient

- a) Teachers model the use of self-assessment and goal-setting.
- b) Teachers provide students with opportunities to assess and articulate the knowledge and skills they have gained.

Indicators

Accomplished

- c) Teachers prepare student self-assessment tools and strategies, regularly monitor their use and encourage student goal-setting.
- d) Teachers organize opportunities for students to articulate how they learn and what learning strategies are most effective for them.

Distinguished

- e) Teachers create a learning environment in which students develop their own self-improvement plans and measure their own progress.
- f) Teachers improve colleagues' abilities to facilitate student self-assessment and goal-setting.

Ohio Standards for the Teaching Profession

Standard 4: Instruction

Teachers plan and deliver effective instruction that advances the learning of each individual student.

Narrative Summary

Effective teachers have high expectations for all students and implement strategies designed to enable all students to achieve. They continually reflect on student outcomes to make appropriate decisions resulting in increased student success. Effective teachers have a deep knowledge of the content they teach. This content knowledge allows them to effectively sequence content for learning and structure differentiated opportunities for student remediation, reinforcement or acceleration. Effective teachers use a variety of research-based

instructional strategies that provide challenging and positive learning experiences for all students. These teachers build ideas and concepts logically to lead students to comprehend more complex concepts and encourage higher order creative and critical thinking skills. They use effective questioning strategies to stimulate thinking. Effective teachers explore, evaluate and integrate learning tools, including technology, to make content comprehensible to students.

Elements

- 4.1 Teachers align their instructional goals and activities with school and district priorities and Ohio's academic content standards.
- 4.2 Teachers use information about students' learning and performance to plan and deliver instruction that will close the achievement gap.
- 4.3 Teachers communicate clear learning goals and explicitly link learning activities to those defined goals.
- 4.4 Teachers apply knowledge of how students think and learn to instructional design and delivery.
- 4.5 Teachers differentiate instruction to support the learning needs of all students, including students identified as gifted, students with disabilities and at-risk students.
- 4.6 Teachers create and select activities that are designed to help students develop as independent learners and complex problem-solvers.
- 4.7 Teachers use resources effectively, including technology, to enhance student learning.

<i>Standard 4 Elements</i>		<i>Indicators</i>		
		<i>Proficient</i>	<i>Accomplished</i>	<i>Distinguished</i>
4.1 Teachers align their instructional goals and activities with school and district priorities and Ohio's academic content standards.		a) Teachers follow district curriculum priorities. b) Teachers select learning experiences with clearly defined goals that align with school and district curriculum priorities and state academic content standards.	c) Teachers select, prioritize, sequence and group concepts and processes to provide a continuous, articulated curriculum aligned with school and district priorities and state academic content standards.	d) Teachers actively participate in the development and implementation of district initiatives focused on improving student performance and closing the achievement gap. e) Teachers assume leadership roles to define and revise district, region and state curriculum priorities.
4.2 Teachers use information about students' learning and performance to plan and deliver instruction that will close the achievement gap.		a) Teachers use pre-assessment data and information they have gathered about students' learning needs and performance to develop appropriate learning activities. b) Teachers adjust instruction based on student learning. c) Teachers identify how individual experience, talents and prior learning as well as language, culture and family influence student learning and plan instruction accordingly.	d) Teachers monitor the performance gaps of students within their classrooms and develop interventions that close those gaps. e) Teachers make curriculum and instructional decisions that respond to the immediate teaching context and student needs.	f) Teachers reflect critically on their own and others' instructional practices to make appropriate curriculum and instructional decisions based on the teaching context and student needs.

Ohio Standards for the Teaching Profession



Indicators

<i>Standard 4 Elements</i>	<i>Proficient</i>	<i>Accomplished</i>	<i>Distinguished</i>
4.3 Teachers communicate clear learning goals and explicitly link learning activities to those defined goals.	<ul style="list-style-type: none"> a) Teachers clearly communicate learning goals to students. b) Teachers communicate to students the link between learning activities and goals. 	<ul style="list-style-type: none"> c) Teachers establish and communicate challenging individual learning goals based on the needs of each student. d) Teachers create instructional environments where students actively and independently set, articulate and internalize learning goals. 	<ul style="list-style-type: none"> e) Teachers empower students to independently define short- and long-term learning goals and monitor their personal progress.
4.4 Teachers apply knowledge of how students think and learn to instructional design and delivery.	<ul style="list-style-type: none"> a) Teachers understand the cognitive processes associated with learning, and demonstrate through instruction that they know how to stimulate these processes. b) Teachers use research-based instructional strategies. c) Teachers implement instructional activities that are sequenced to help students acquire concepts and skills of the discipline. 	<ul style="list-style-type: none"> d) Teachers articulate a logical and appropriate rationale for the sequence of learning activities. e) Teachers link the content of each learning activity to the content of previous and future learning experiences. f) Teachers prepare learning activities with clear structures that allow for content review, student reflection and different pathways, depending on student needs. 	<ul style="list-style-type: none"> g) Teachers evaluate instructional processes in order to ensure a systematic, purposeful, research-supported process for teaching new knowledge or skills.

Standard 4 Elements

Indicators

	<i>Proficient</i>	<i>Accomplished</i>	<i>Distinguished</i>
<p>4.5 Teachers differentiate instruction to support the learning needs of all students, including students identified as gifted, students with disabilities and at-risk students.</p>	<ul style="list-style-type: none"> a) Teachers gather and use student data to choose appropriate instructional strategies for groups of students. b) Teachers use appropriate and flexible grouping during instruction to support the learning needs of all students. c) Teachers recognize that the scope and sequence of learning activities must be differentiated to meet the needs of all students. 	<ul style="list-style-type: none"> d) Teachers differentiate instruction to meet individual student's learning needs. e) Teachers appropriately adapt instructional methods and materials and pace learning activities to meet the needs of individual students. f) Teachers provide varied options for how students will demonstrate mastery. 	<ul style="list-style-type: none"> g) Teachers and students create and use innovative methods, strategies and materials to accomplish individual learning goals. h) Teachers create professional development opportunities for colleagues to study research-based methodologies and design materials that support students' individual learning needs.
<p>4.6 Teachers create and select activities that are designed to help students develop as independent learners and complex problem-solvers.</p>	<ul style="list-style-type: none"> a) Teachers choose learning activities that support the development of students' cognitive abilities. b) Teachers employ effective, purposeful questioning techniques during instruction. 	<ul style="list-style-type: none"> c) Teachers provide complex, creative, open-ended learning opportunities for students. d) Teachers encourage students' critical thinking by asking challenging questions about disciplinary content. 	<ul style="list-style-type: none"> e) Teachers facilitate learning by using innovative instructional methods and strategies that promote discovery and self-directed learning.

Ohio Standards for the Teaching Profession

<i>Standard 4 Elements</i>	<i>Indicators</i>		
	<i>Proficient</i>	<i>Accomplished</i>	<i>Distinguished</i>
4.7 Teachers use resources effectively, including technology, to enhance student learning.	<p>a) Teachers use materials and resources that support their instructional goals and meet students' needs.</p> <p>b) Teachers effectively use technology that is appropriate to their disciplines.</p> <p>c) Teachers effectively support students in their use of technology.</p>	<p>d) Teachers select and use teaching resources and curriculum materials for their comprehensiveness, accuracy and usefulness in representing particular ideas and concepts and for meeting individual student's needs.</p> <p>e) Teachers develop students' abilities to access, evaluate and use technology.</p>	<p>f) Teachers help their colleagues understand and integrate technology into instruction.</p> <p>g) Teachers create and select instructional materials from varied sources to engage students and meet their learning needs.</p>

Standard 5: Learning Environment

Teachers create learning environments that promote high levels of learning and achievement for all students.

Narrative Summary

Teachers create a learning environment that promotes high levels of achievement for all students and in which all students feel a responsibility for their own learning. Teachers orchestrate the learning environment to maximize each student's opportunities to learn. They create a content-rich and reflective learning environment for students.

Teachers recognize that students learn in a variety of formal and informal settings. They motivate students by demonstrating enthusiasm for the subject(s) they teach. Teachers create a learning environment where all students feel safe, valued and enjoy a sense of belonging.

Elements

- 5.1 Teachers treat all students fairly and establish an environment that is respectful, supportive and caring.
- 5.2 Teachers create an environment that is physically and emotionally safe.
- 5.3 Teachers motivate students to work productively and assume responsibility for their own learning.
- 5.4 Teachers create learning situations in which students work independently, collaboratively and/or as a whole class.
- 5.5 Teachers maintain an environment that is conducive to learning for all students.

Ohio Standards for the Teaching Profession

Indicators

<i>Standard 5 Elements</i>	<i>Proficient</i>	<i>Accomplished</i>	<i>Distinguished</i>
5.1 Teachers treat all students fairly and establish an environment that is respectful, supportive and caring.	<ul style="list-style-type: none"> a) Teachers demonstrate caring and respect in their interactions with all students. b) Teachers develop and teach expectations for respectful interactions among students. c) Teachers use strategies to promote positive relationships, cooperation and collaboration among students. 	<ul style="list-style-type: none"> d) Teachers create classrooms in which students demonstrate caring and respect for one another. e) Teachers seek out and are receptive to the thoughts and opinions of all students. 	<ul style="list-style-type: none"> f) Teachers model expectations and behaviors that create a positive school and district climate of openness, respect and caring.
5.2 Teachers create an environment that is physically and emotionally safe.	<ul style="list-style-type: none"> a) Teachers clarify standards of conduct for all students. b) Teachers use a variety of effective classroom management techniques. c) Teachers provide a safe learning environment that accommodates all students. 	<ul style="list-style-type: none"> d) Teachers consistently, effectively and respectfully anticipate and respond to the behavior of students. e) Teachers make decisions and adjustments that support positive behavior, enhance social motivation and increase student engagement in productive work. 	<ul style="list-style-type: none"> f) Teachers create classrooms in which students take active roles in maintaining an enriching environment that is conducive to learning.
5.3 Teachers motivate students to work productively and assume responsibility for their own learning.	<ul style="list-style-type: none"> a) Teachers foster student enthusiasm for and curiosity about the discipline. b) Teachers establish methods for recognition of students and relate recognition to specific student achievement, either individually or in groups (Cotton, 1999). 	<ul style="list-style-type: none"> c) Teachers encourage self-directed learning by teaching students to outline tasks and timelines (Cotton, 1999). d) Teachers vary their roles in the instructional process (instructor, facilitator and coach) based on the content, focus of learning and student needs. 	<ul style="list-style-type: none"> e) Teachers work with other educators to support the design of independent learning experiences for students, such as service-learning activities and cooperative learning groups.

<i>Standard 5 Elements</i>	<i>Indicators</i>		
	<i>Proficient</i>	<i>Accomplished</i>	<i>Distinguished</i>
5.4 Teachers create learning situations in which students work independently, collaboratively and/or as a whole class.	<ul style="list-style-type: none"> a) Teachers use flexible learning situations, such as independent, small group and whole class. b) Teachers develop guidelines for and model cooperative learning. c) Teachers offer students opportunities for independent practice with and reflection on new concepts and skills. 	<ul style="list-style-type: none"> d) Teachers employ cooperative learning activities. e) Teachers effectively combine independent, collaborative and whole-class learning situations to maximize student understanding and learning. 	<ul style="list-style-type: none"> f) Teachers create environments where students initiate purposeful learning groups and take responsibility for the group's productivity. g) Teachers model and assist other teachers in implementing a variety of learning situations in their classrooms.
5.5 Teachers maintain an environment that is conducive to learning for all students.	<ul style="list-style-type: none"> a) Teachers begin class purposefully, with assignments, activities, materials and supplies ready for students when they arrive (Cotton, 1999). b) Teachers transition between learning activities and use instructional time effectively. c) Teachers convert physical space to facilitate instruction. 	<ul style="list-style-type: none"> d) Teachers conduct periodic reviews of classroom routines and revise them as needed (Cotton, 1999). 	<ul style="list-style-type: none"> e) Teachers influence the establishment of district-wide policies to maximize the amount of class time spent learning (such as daily scheduling, district calendar, textbooks and technology enhancements).

Ohio Standards for the Teaching Profession

Standard 6: Collaboration and Communication

Teachers collaborate and communicate with students, parents, other educators, administrators and the community to support student learning.

Narrative Summary

Teachers understand the role of communication in their profession and use it to foster active inquiry, and collaborative and supportive interaction in and out of the classroom. They value families as an integral component of teaching and learning. Teachers acknowledge what families have to offer and provide opportunities for them to contribute to the learning community. Teachers demonstrate respect for confidentiality with students and their families and create relationships built on trust.

Teachers collaborate with their colleagues within the school learning community and in the larger community to share responsibility for the development and learning of all students. Recognizing that they can learn from each other, teachers form learning communities and engage in coaching, mentoring, modeling and work in teams to develop curriculum and assessments.

Elements

- 6.1 Teachers communicate clearly and effectively.
- 6.2 Teachers share responsibility with parents and caregivers to support student learning, emotional and physical development and mental health.
- 6.3 Teachers collaborate effectively with other teachers, administrators and school and district staff.
- 6.4 Teachers collaborate effectively with the local community and community agencies, when and where appropriate, to promote a positive environment for student learning.

<i>Standard 6 Elements</i>	<i>Indicators</i>		
	<i>Proficient</i>	<i>Accomplished</i>	<i>Distinguished</i>
6.1 Teachers communicate clearly and effectively.	a) Teachers exemplify clear and effective communication by using clear and correct spoken and written language.	b) Teachers use effective communication strategies to convey ideas (such as using vocabulary appropriate to students' age and interests), ask questions and stimulate discussion.	c) Teachers model effective verbal, nonverbal and media communication techniques and support positive changes in colleagues' communication abilities and styles.
6.2 Teachers share responsibility with parents and caregivers to support student learning, emotional and physical development and mental health.	a) Teachers use a variety of strategies to communicate with parents and caregivers about student learning. b) Teachers maintain appropriate confidentiality in all communications with parents and caregivers. c) Teachers welcome communication from parents and reply in a timely manner.	d) Teachers form partnerships with parents and caregivers to support student learning and development. e) Teachers offer a variety of volunteer opportunities and activities for families to support students' learning. f) Teachers communicate appropriate techniques and provide materials to support and enrich student learning at home.	g) Teachers create classroom, school and district learning environments in which parents and caregivers are active participants in students' learning and achievement.

Ohio Standards for the Teaching Profession

<i>Standard 6 Elements</i>		<i>Indicators</i>		
		<i>Proficient</i>	<i>Accomplished</i>	<i>Distinguished</i>
6.3 Teachers collaborate effectively with other teachers, administrators and school and district staff.		<p>a) Teachers establish productive relationships with members of the school community and consult with and learn from others.</p> <p>b) Teachers consult with and learn from colleagues in planning and implementing their own instruction.</p>	<p>c) Teachers learn from one another by engaging in professional dialogue, peer observation and feedback, peer coaching and other collegial learning activities.</p> <p>d) Teachers use effective collaboration skills in their work with others within the school community.</p>	<p>e) Teachers advocate for and initiate increased opportunities for teamwork to support school goals and promote student achievement.</p>
	6.4 Teachers collaborate effectively with the local community and community agencies, when and where appropriate, to promote a positive environment for student learning.	<p>a) Teachers, as part of an instructional team, identify when and how to access appropriate services to meet exceptional learning needs and implement referrals appropriately.</p> <p>b) Teachers involve community members in classroom activities, as appropriate.</p>	<p>c) Teachers, as part of a team, collaborate with local community agencies about issues that affect student learning and achievement.</p> <p>d) Teachers use various medical and social service providers in the community to support students' mental health and well-being.</p>	<p>e) Teachers build and sustain partnerships with the local community and community agencies in response to identified needs of students.</p> <p>f) Teachers serve as advocates for the local school system and communicate the value of their work within the community.</p>

Standard 7: Professional Responsibility and Growth

Teachers assume responsibility for professional growth, performance and involvement as an individual and as a member of a learning community.

Narrative Summary

Teachers are professionals who must recognize that they are in a unique and powerful position to influence the future of their students. It is imperative that teachers practice the highest standards of integrity, honesty and fairness. Effective teachers grow and learn, contribute to the profession and engage in continuous professional development.

Effective teachers are leaders within the school community and engage in a variety of leadership roles. They ensure student achievement and well-being by participating in decision-making, initiating innovations for school change and fostering ongoing collaboration with colleagues. Teachers serve as change agents in the learning community by thinking and acting critically and addressing concerns related to inequities among students.

Elements

- 7.1 Teachers understand, uphold and follow professional ethics, policies and legal codes of professional conduct.
- 7.2 Teachers take responsibility for engaging in continuous, purposeful professional development.
- 7.3 Teachers are agents of change who seek opportunities to positively impact teaching quality, school improvements and student achievement.

Ohio Standards for the Teaching Profession

Indicators

<i>Standard 7 Elements</i>	<i>Proficient</i>	<i>Accomplished</i>	<i>Distinguished</i>
7.1 Teachers understand, uphold and follow professional ethics, policies and legal codes of professional conduct.	<ul style="list-style-type: none"> a) Teachers meet their ethical and professional responsibilities with integrity, honesty, fairness and dignity. b) Teachers separate their personal beliefs from their professional interactions with students and families. c) Teachers understand and follow district policies and state and federal regulations. 	<ul style="list-style-type: none"> d) Teachers help their colleagues access and interpret laws and policies and understand their implications in the classroom. 	<ul style="list-style-type: none"> e) Teachers help shape policy at the local or state level.
7.2 Teachers take responsibility for engaging in continuous, purposeful professional development.	<ul style="list-style-type: none"> a) Teachers participate in relevant professional development activities and incorporate what they learn into their instruction. b) Teachers know and use Ohio Standards for Professional Development. c) Teachers work collaboratively to determine and design appropriate professional development opportunities for themselves. 	<ul style="list-style-type: none"> d) Teachers use professional literature, professional dialogue, collaboration with colleagues and other resources to support their development as teachers and leaders. e) Teachers analyze their content knowledge and instructional strengths and weaknesses and present and implement targeted ideas for professional growth. 	<ul style="list-style-type: none"> f) Teachers create and deliver professional development opportunities for others. g) Teachers pursue advanced degrees and/or National Board for Professional Teaching Standards (NBPTS) certification.
7.3 Teachers are agents of change who seek opportunities to positively impact teaching quality, school improvements and student achievement.	<ul style="list-style-type: none"> a) Teachers participate in team or departmental decision making. 	<ul style="list-style-type: none"> b) Teachers are actively involved in professional and community organizations that advance teaching and learning. 	<ul style="list-style-type: none"> c) Teachers take leadership roles in department, school, district, state and professional organizations' decision-making activities, such as curriculum development, staff development or policy design. d) Teachers facilitate the development of efficacy – the belief that teachers can impact the achievement of all students – among other teachers in their school and district.



Self-Assessment Summary Tool

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

Name:

Date:

	Standard	Strengths	Areas for Growth	Priorities (Check 2)
Standard 1: Students	<ul style="list-style-type: none"> Knowledge of how students learn and of student development Understanding of what students know and are able to do High expectations for all students Respect for all students Identification, instruction and intervention for special populations 			
Standard 2: Content	<ul style="list-style-type: none"> Knowledge of content Use of content- specific instructional strategies to teach concepts and skills Knowledge of school and district curriculum priorities and Ohio's Learning Standards Relationship of knowledge within the discipline to other content areas Connection of content to life experiences and career opportunities 			
Standard 3: Assessment	<ul style="list-style-type: none"> Knowledge of assessment types Use of varied diagnostic, formative and summative assessments Analysis of data to monitor student progress and to plan, differentiate, and modify instruction Communication of results Inclusion of student self-assessment and goal-setting 			
Standard 4: Instruction	<ul style="list-style-type: none"> Alignment to school and district priorities and Ohio's Learning Standards Use of student information to plan and deliver instruction Communication of clear learning goals Application of knowledge of how students learn to instructional design and delivery Differentiation of instruction to support learning needs of all students Use of activities to promote independence and problem-solving Use of varied resources to support learner needs 			
Standard 5: Learning Environment	<ul style="list-style-type: none"> Fair and equitable treatment of all students Creation of a safe learning environment Use of strategies to motivate students to work productively and assume responsibility for learning Creation of learning situations for independent and collaborative work Maintenance of an environment that is conducive to learning for all students 			
Standard 6: Collaboration & Communication	<ul style="list-style-type: none"> Clear and effective communication Shared responsibility with parents/caregivers to support student learning Collaboration with other teachers, administrators, school and district staff Collaboration with local community agencies 			
Standard 7: Professional Responsibility and Growth	<ul style="list-style-type: none"> Understanding of and adherence to professional ethics, policies and legal codes Engagement in continuous, purposeful professional development Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement 			

Professional Growth Plan

Appendix J-3

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

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

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

Choose the Domain(s) aligned to the goal(s).			
<input type="checkbox"/> Focus for Learning	<input type="checkbox"/> Classroom Environment		
<input type="checkbox"/> Knowledge of Students	<input type="checkbox"/> Assessment of Student Learning		
<input type="checkbox"/> Lesson Delivery	<input type="checkbox"/> Professional Responsibilities		
Goal Statement(s) Demonstrating Performance on Ohio Standards for the Teaching Profession	Action Steps & Resources to Achieve Goal(s)	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.

OTES 2.0 IMPROVEMENT PLAN

Teacher Name: _____ Grade Level/Subject: _____

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

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

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

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

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

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

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

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

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

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

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.

Ohio Teacher Evaluation System

Assessment of Teacher Performance

Teacher Performance Evaluation Rubric

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

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

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ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING				
Domains	Components	Ineffective	Developing	Skilled
				contributions of families, colleagues and/or other professionals to understand each student's prior knowledge while supporting the student's development.
	Connections to state standards and district priorities Element 2.3 Element 4.1 Element 4.7	The teacher's instructional plan does not reference Ohio's Learning Standards.	The teacher's instructional plan references Ohio's Learning Standards, but goals and activities do not align with student needs, school and district priorities or the standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards. The teacher participates in studying and evaluating advances in content and/or provides input on school and district curriculum.
KNOWLEDGE OF STUDENTS (Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication) <i>Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys</i>	Planning instruction for the whole child Element 1.2 Element 1.4 Element 1.5 Element 4.2 Element 4.4 Element 6.4	The teacher's instructional plan makes no connections to and the teacher is not familiar with student experiences, culture, developmental characteristics or backgrounds.	The teacher's instructional plan makes minimal connections to student experiences, culture, developmental characteristics or student backgrounds.	The teacher's instructional plan reflects consistent connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, individual talents, backgrounds, skills, language proficiency and interests. The instructional plan draws upon input from school professionals and outside resources.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT				
Domains	Components	Ineffective	Developing	Skilled
LESSON DELIVERY (Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction, Standard 5: Learning Environment, Standard 6: Collaboration and Communication) <i>Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review</i>	Communication with students Element 2.2 Element 4.3 Element 4.6 Element 6.1	The teacher does not communicate learning goals and expectations for mastery and does not model exemplary performance to students. Students cannot discern learning goals. Differentiated learning goals are not used.	The teacher inconsistently communicates learning goals, expectations for mastery and models of exemplary performance to students. There is limited use of differentiated learning goals.	The teacher is consistent and effective in communicating needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to students.
		The teacher does not demonstrate content knowledge by using content-specific, developmentally appropriate language or content-specific strategies. There is no student engagement.	The teacher demonstrates some content knowledge by using limited content-specific, developmentally appropriate language and limited content-specific strategies. Students demonstrate little engagement in the lesson.	The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques engage students in higher-level and creative thinking and stimulate student-to-student interactions.
		The teacher does not give students feedback.	Feedback to students is general, occasional or limited and may not always support student learning.	The teacher gives students substantive, specific and timely feedback to support individual student learning. The teacher gives students opportunities to engage in self-assessment, provide feedback to each other and reflect on their own strengths and challenges.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT				
Domains	Components	Ineffective	Developing	Skilled
LESSON DELIVERY <i>(continued)</i>	Monitoring student understanding Element 3.2 Element 3.3	The teacher fails to monitor and address student confusion and misconceptions.	The teacher inconsistently monitors or incorrectly addresses student confusion and misconceptions.	The teacher consistently monitors and addresses common student confusion and misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.
	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 encourages students to persist in the learning tasks. The teacher effectively combines independent, collaborative and whole class learning opportunities to maximize student learning.
		There are no opportunities for student choice about what will be learned and how learning will be demonstrated. There is no evidence of differentiated instructional strategies or resources.	There are few opportunities for student choice about what will be learned and how learning will be demonstrated. The teacher uses limited differentiated instructional strategies or resources.	Teacher routinely promotes opportunities for students to actively take part in developing goals toward mastery, and students are responsible for deciding how to demonstrate their learning. Instructional strategies, pacing and resources are differentiated to make the lesson accessible and challenging for all students, while supporting the various learning needs of individual students.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT				
DOMAINS	Components	Ineffective	Developing	Skilled
CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment) <i>Possible Sources of Evidence:</i> <i>pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review, student surveys</i>	Classroom routines and procedures Element 5.5	The teacher has not established routines and procedures. Effective transitions are not evident, resulting in a significant loss of instructional time and frequent off-task behavior.	The teacher establishes routines and procedures but uses them inconsistently. Transitions are sometimes ineffective, resulting in a loss of instructional time. Off-task behavior is sometimes evident. The teacher makes decisions about classroom operations.	The teacher consistently uses routines, procedures and transitions that effectively maximize instructional time. On-task behavior is evident. Students assume appropriate levels of responsibility for effective operation of the classroom.
	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 some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher.	There is consistent evidence of rapport and 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 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 demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being. The teacher seeks and is receptive to the thoughts and opinions of individual students and the class. When appropriate, the teacher includes other school professionals and/or community resources to ensure all students are recognized and valued.

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

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility and Growth) <i>Possible Sources of Evidence:</i> <i>Professional Growth Plan or Improvement Plan, pre-conference, post-conference, artifacts, self-assessment, peer review</i>	Communication and collaboration with families Element 6.1 Element 6.2	The teacher does not communicate with students and families.	The teacher inconsistently or unsuccessfully uses communication and engagement strategies with students and families. These do not contribute adequately to student learning, well-being and development.	The teacher uses effective and appropriate communication and engagement strategies with individual students and families. These ongoing strategies promote two-way communication, active participation and partnerships that contribute to each student's learning, well-being and development.	The teacher uses multiple effective and appropriate communication and engagement strategies with individual students and families. These ongoing strategies promote two-way communication, active participation and partnerships that contribute to each student's learning, well-being and development.
	Communication and collaboration with colleagues Element 6.3	The teacher does not communicate and/or collaborate with colleagues.	The teacher inconsistently or unsuccessfully communicates and/or collaborates with colleagues, resulting in limited improvement of professional practice.	The teacher effectively communicates and collaborates with colleagues to examine instructional practice and analyze patterns in student work and student data to identify and implement targeted strategies for improving professional practice.	The teacher initiates effective communication and collaboration with colleagues outside the classroom, resulting in improvements in student learning, individual practice, school practice and/or the teaching profession.
	District policies and professional responsibilities Element 7.1	The teacher demonstrates a lack of understanding and regard for district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates minimal understanding of district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators. The teacher exemplifies effective leadership characteristics beyond the classroom. The teacher helps shape policy at the school, district or state level.

ORGANIZATIONAL AREA: PROFESSIONALISM				
Domains	Components	Ineffective	Developing	Skilled
	Professional learning Element 7.2 Element 7.3	The teacher sets short-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.

Guidance Form

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

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

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

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

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

AND

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

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

*LEGAL REFS. ORC 3319.111; 3319.112

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High-Quality Student Data Verification Form

Teacher Name:

Evaluator Name:

Content Area(s):

Grade Level(s):

List sources of High-Quality Student Data used to inform instruction. Value-added data must be used as one source if available.

1.

2.

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

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

AND

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

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

Comments:

Teacher Signature:

Date:

HQSD Approval Signature:

Date:

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Pre-Conference Planning

Ohio Teacher Evaluation System 2.0

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?

Walkthroughs/Informal Observations: Overview and Resources

Ohio Teacher Evaluation System 2.0

Overview: Walkthroughs/Informal Observations:

Observations of teaching provide important evidence when assessing a teacher's performance and effectiveness. As an evaluator observes a teacher engaging students in learning, valuable evidence may be collected on multiple levels. While many of these interactions may take place in the classroom, a more formal instructional setting, it should be noted that evidence of teacher practice is visible in many settings. Some teacher behaviors are observable in the classroom while other evidence may be obtained from formal conferences, informal conversations, and evidence of practice, as well as input from colleagues, parents/guardians and students.

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

A walkthrough/informal observation is a

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

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

Guidelines for Walkthroughs/Informal Observations

Informally Observe Teachers

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

Informally Observe Often

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

Focusing on Identified Areas for Support

Focus area(s) may be determined during the required conference following the first Formal Holistic Observation or during the previous year's Final Summative Conference. The focus may be area(s) of

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relative strength and/or area(s) for improvement. Determination of focus area(s) should mirror the level of autonomy used to develop Professional Growth Plans:

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

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

Make Time to Follow Up

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

Teacher-Driven Observations

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

Types of Data

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

Walkthroughs/Informal Observations Ohio Teacher Evaluation System 2.0

Walkthrough: General Form

Teacher Name:

Grade(s)/Subject Area(s):

Date:

Evaluator Name:

Time Walkthrough Begins:

Time Walkthrough Ends:

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

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

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

--

Evaluator Summary Comments:

--

Walkthroughs/Informal Observations

Ohio Teacher Evaluation System 2.0

Teacher Name:

Grade(s)/Subject Area(s):

Date:

Evaluator Name:

Time Walkthrough Begins:

Time Walkthrough Ends:

Evaluator Summary Comments:

Evaluator Signature: _____

☐ Photocopy to Teacher

Planning for the Post-Conference Ohio Teacher Evaluation System 2.0

Post-Conference Planning

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

Considerations

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

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

Reflective Questions

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

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

Three Key Elements of the Instructional Post-Conference

Conducting the Post-Conference

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

Final Holistic Rating of Teacher Effectiveness—Full Evaluation

	I N E F F E C T I V E	D E V E L O P I N G	S K I L L E D	A C C O M P L I S H E D
Formal Holistic Observation (followed by conference)				
Formal Focused Observation Focus Area(s): <input type="checkbox"/> Focus for Learning <input type="checkbox"/> Knowledge of Students <input type="checkbox"/> Lesson Delivery <input type="checkbox"/> Classroom Environment <input type="checkbox"/> Assessment of Student Learning <input type="checkbox"/> Professional Responsibilities				
Professional Growth Plan (or Improvement Plan) Goal(s): (Goal prepopulates from the earlier entry)				
Evaluator Comments:				
Teacher Comments:				
Final Holistic (Overall) Rating	I N E F F E C T I V E	D E V E L O P I N G	S K I L L E D	A C C O M P L I S H E D

☐ 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): <input type="checkbox"/> Focus for Learning <input type="checkbox"/> Knowledge of Students <input type="checkbox"/> Lesson Delivery <input type="checkbox"/> Classroom Environment <input type="checkbox"/> Assessment of Student Learning <input type="checkbox"/> Professional Responsibilities		Date of Observation: Date of Conference: Comments:	
Focus Area(s) Comments:		<input type="checkbox"/> (Goal(s) prepopulate from previous entry)	
Professional Growth Plan Goal(s):		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.)
Progress on Professional Growth Plan Goal:			
Evaluator Comments:			
Teacher Comments:			
Final Holistic (Overall) Rating: Pre-Populated in OhioES Portal • Carry forward from previous rating		I N E F F E C T I V E	D E V E L O P I N G
		S K I L L E D	A C C O M P L I S H E D

☐ 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 _____

Final March 27, 2020



Ohio Standards for School Counselors

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Section i: Overview of the Ohio Standards for School Counselors

introduction

School counselors play an instrumental role in school districts throughout Ohio by helping guide students toward success in education and their future careers. In response to changes in state law, Ohio is taking steps toward building a standards-based evaluation policy for school counselors that will provide them with useful feedback and support as they grow and learn professionally.

House Bill 64 of the 131st Ohio General Assembly (Ohio Revised Code 3319.61) directed the State Board of Education to develop standards for school counselors. By Sept. 30, 2016, the bill further directed each school district board of education to adopt a school counselor evaluation policy that conforms to the State Board framework.

Ohio school counselors, members of the Ohio School Counselor Association (OSCA), members of higher education, school administrators, and staff members from the Ohio Department of Education (ODE) and Ohio Department of Higher Education (ODHE) worked collaboratively to develop the Ohio Standards for School Counselors presented on the pages ahead. These standards reflect what school counselors are expected to know and be able to do at all stages of their careers. They also will serve as the foundation of the state's evaluation system for these important school professionals.

Roles and Responsibilities of the school Counselor

The daily work of a school counselor may differ depending

on the setting and context (urban, suburban or rural; elementary, middle, high school or career technical center; and so on). At the core, however, the work of the professional school counselor is always to provide direct and indirect services in support of students' academic, career and social/emotional development.

As they work with students, school counselors maintain their sight on students' developmental levels and short and long term goals, and provide services accordingly. For example, school counselors in a pre-kindergarten through grade 6 setting might introduce career development topics through awareness sessions on "Jobs and Careers" or "The World of Work," while those in a middle-school setting might host career fairs with a focus on exploration. Those in a high school setting might assist with interview skills, job applications, connecting students with mentors and more specific planning.

With the goal of supporting students' academic, career and social/emotional development, school counselors serve as leaders within their schools, advocating on behalf of their students and sharing in the creation of a positive environment for learning. School counselors demonstrate professionalism, strong ethics (including maintaining privacy and confidentiality appropriately), cultural competence and diversity awareness. They also must effectively communicate as they work to connect students, school staff, families and community partners in collaborative efforts to help students realize their potential and meet their goals. To ensure their effectiveness, school counselors continuously engage in a

cycle of improvement in which they adjust their professional learning and practices according to an informed analysis of available data.

Effective school counselors possess a wide body of knowledge and specific personal and professional competencies. Counselors must be knowledgeable in areas including human development, effective counseling techniques, career development, societal trends, human diversity, assessment, data, technology and research on effective counseling practices. They must possess professional competencies in communication, leadership, organization, advocacy and ethics. They must demonstrate personal traits of empathy, acceptance and flexibility.

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

While Ohio's school counselors do not serve with identical functionality, with their specific roles and daily responsibilities varying depending on factors including the size and demographics of their districts, the counselor-to-student ratio and the age of the student population being served, all of Ohio's professional school counselors meet rigorous licensure requirements that ensure their qualifications to meet these standards.

the development of the standards

Before state law passed in 2015, the Ohio School Counselor Association (OSCA) had already anticipated the need for detailed standards and related resources that could guide

the professional learning and evaluation of Ohio's school counselors. As a result, OSCA had already convened a writing team to draft expectations and evaluation guidelines. As its starting point, the writing team for the Ohio Standards for School Counselors began with the standards-based evaluation system and guide created by the OSCA writing team, the Ohio School Counselor Evaluation System (2013).

In addition to the work of OSCA, the writing team considered the National Model created by the American School Counselor Association (ASCA), the National Board School Counseling Standards, the standards of the Council for Accreditation of Counseling and Related Educational Programs (CACREP), the School Counselor Assessment Framework from the Ohio Assessments for Educators (OAE), and the work of exemplary states nationwide.

In consulting the work of national organizations and exemplary states, and in working together to share professional knowledge, the writing team's goal was to create a set of standards that define the role and responsibilities of the school counselor in a detailed and clear manner, while offering enough flexibility to apply to the many different roles and contexts in which school counselors serve.

The Ohio Standards for School Counselors serve as:

- **An overview of the expectations of knowledge and** practices of effective school counselors;
- **A tool for school counselors' self-assessment and** professional learning.

Who is the audience for this document?

The purpose for articulating clear, statewide standards is to support school counselors in advocating for the importance of their profession; engaging in professional reflection and

self-assessment; and pursuing their own professional learning. These standards are written for the individual school counselor. Administrators seeking guidance on building effective school counseling programs can find program standards online through the American School Counselor Association (ASCA).

As a result of self-assessment using the standards, school counselors may decide to build their knowledge and skills in such areas as:

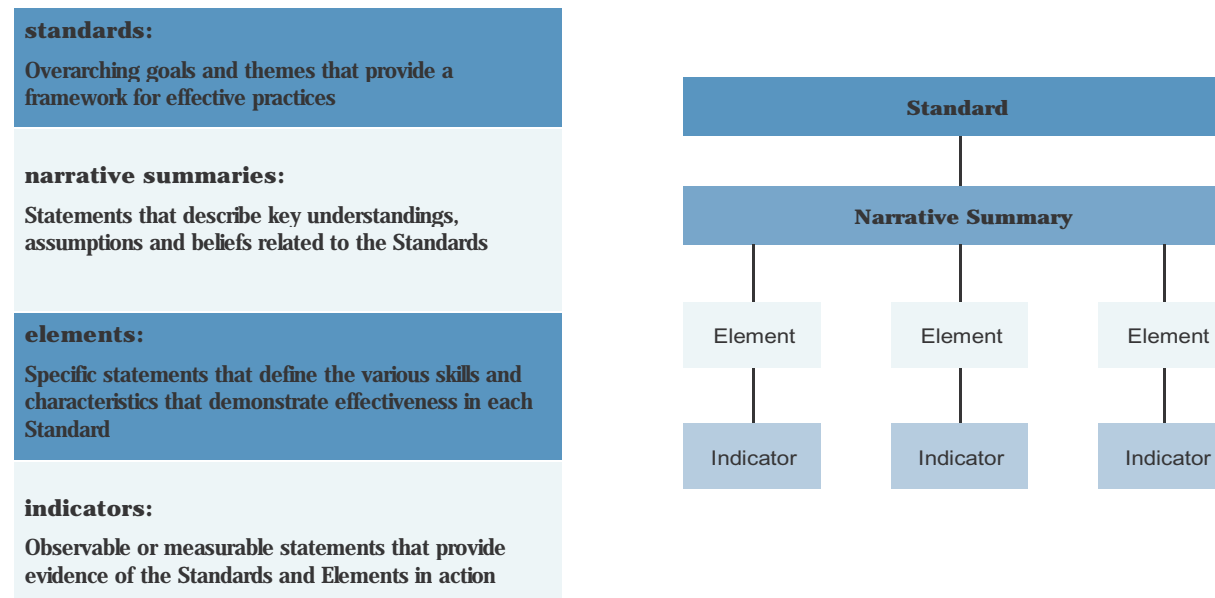
- **Human growth and development, and the related needs at each stage;**
- **Theories of social development, personality, and social learning, and impacts on students' academic, career and social/emotional development;**
- **Learning styles and learning theories, and impacts on academic performance;**
- **Effective counseling and teaching techniques;**
- **Effective approaches to prevention and intervention;**
- **Meeting the needs of various populations of students;**
- **Cultural awareness and competence and social justice;**
- **Career-development theories and models;**
- **Education, training and employment trends and labor market information and resources; and**
- **Emerging trends and issues in school counseling.**

Organization and Structure of the Standards:

Each standard is organized as follows:

- **Standard:** The Standard expresses a definable goal or area of responsibility of school counselors.
- **Narrative Summary:** The Narrative Summary describes the content of and rationale for each Standard.
- **Elements:** The Elements are statements of skills or characteristics that define effectiveness in the Standard.
- **Indicators:** The Indicators show the knowledge and skills of each Element in practice. The Indicators are observable or measurable statements that serve as tools in discussions of effective school counselors.

This organization by Standard, Narrative Summary, Element and Indicator is shown in the graphic below:



The Standards in the Context of Ohio's Standards-based Reforms:

The Ohio Standards for School Counselors are an extension of the standards-based reforms that have taken place in Ohio over the past decade. The state has detailed student academic learning standards for P-12 (<http://education.ohio.gov/Topics/Ohio-s-New-Learning-Standards/Ohios-New-Learning-Standards>), as well as the Ohio Standards for the Teaching Profession, the Ohio Standards for Principals, the Ohio Standards for Superintendents, the Ohio Standards for Professional Development, and the Ohio Standards for School Treasurers and School Business Managers. Together, these standards show what is known about the practices of effective district leaders, school leaders, teachers and professional development systems. Copies of these standards are available on the Ohio Department of Education website: <http://education.ohio.gov/Topics/Teaching/Educator-Equity/Ohio-s-Educator-Standards>

Common themes cross all of these sets of standards. These shared foundations include an emphasis on:

- **Student learning and achievement;**
- **Shared leadership;**
- **Data-based decision-making;**
- **Communication and collaboration; and**
- **Ongoing professional learning.**

Section ii. Ohio Standards for School Counselors

standard 1: Comprehensive School Counseling Program Plan	School counselors collaboratively envision a plan for a comprehensive school counseling program that is developmental, preventative and responsive, and in alignment with the school's goals and mission.
standard 2: Direct Services for Academic, Career and Social/Emotional Development	School counselors develop a curriculum, offer individual student planning and deliver responsive services in order to assist students in developing and applying knowledge, skills and mindsets for academic, career and social/emotional development.
standard 3: 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.
standard 4: 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.
standard 5: 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.
standard 6: 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 reflection.

Standard 1. Comprehensive School Counseling Program Plan

school counselors collaboratively envision a plan for a comprehensive school counseling program that is developmental, preventative and responsive, and in alignment with the school's goals and mission.

Narrative Summary:

A comprehensive school counseling program is an integral part of an effective school, serving to meet the academic, career and social/emotional development needs of all students. To be effective for each and every student in the school community, the program must be data-based, developmental, systematic and comprehensive. To lead the development of the comprehensive school counseling program, school counselors must know the effective practices in their field and be familiar with the expectations described by experts in the field, such as the work of the American School Counselor Association.

Elements:

- 1.1** School counselors possess the knowledge and skills to design a comprehensive and proactive school counseling program.
- 1.2** School counselors collaborate to design the school counseling program.
- 1.3** School counselors take leadership in identifying resources for the school counseling program.
- 1.4** The school counseling program aligns with the school's goals and mission.

standard 1. comprehensive school counseling program plan

school counselors collaboratively envision a plan for a comprehensive school counseling program that is developmental, preventative and Responsive, and in alignment With the school's goals and mission.

standard 1 element		indicators
1.1	School counselors possess the knowledge and skills to design a comprehensive and proactive school counseling program.	<ul style="list-style-type: none"> a. The comprehensive plan includes clearly stated program priorities, student improvement goals, proactive and preventive strategies, and a data-informed cycle of evaluation. b. The comprehensive plan includes a school counseling core curriculum that includes sequenced activities based on students' academic, career and social/emotional development. c. The comprehensive plan is responsive, prepared with services to intervene on behalf of students at risk (educationally, socially, or emotionally) or in times of crisis. d. The comprehensive plan includes an individual planning system, in which counselors work with students to set flexible goals tailored to students' individual educational, career, social/emotional development and aspirations. e. The comprehensive plan promotes connections and collaborations among teachers, staff, parents/guardians and communitypartners. f. School counselors use technology in planning the comprehensive school counseling program, and the plan employs technology to deliver services and meet student needs.
1.2	School counselors collaborate to design the school counseling program.	<ul style="list-style-type: none"> a. School counselors collaborate with key stakeholders to set the goals, priorities, organization and implementation strategies for the comprehensive school counseling program. b. School counselors communicate the goals of the program with students, school personnel, parents/guardians and communitypartners.
1.3	School counselors take leadership in identifying resources for the school counseling program.	<ul style="list-style-type: none"> a. School counselors identify roles and responsibilities of stakeholders in managing and implementing the comprehensive school counseling program. b. School counselors collaborate to identify resources (time, money, school staff, community partners) and manage resources to implement the plan.
1.4	The school counseling program aligns with the school's goals and mission.	<ul style="list-style-type: none"> a. School counselors can communicate the integral relationship of the school counseling program with the total educational program. b. School counselors can articulate how the plan aligns to initiatives at the federal, state and local level and aligns to state, district and building goals and activities.

Standard 2. Direct services for academic, career and social/emotional development

School counselors develop a curriculum, offer individual student planning and deliver responsive services in order to assist students in developing and applying knowledge, skills and mindsets for academic, career and social/emotional development.

Narrative Summary:

School counselors work with students to promote academic, career and social/emotional learning and well-being. School counselors provide direct services for students to help them build knowledge, skills and mindsets in order to set goals, solve problems and reason through complex choices related to their academic, career and social/emotional development. School counselors purposefully employ a variety of approaches to implement the comprehensive school counseling program and provide direct services to students. These may include individual and group counseling; one-on-one meetings; group lessons; classroom presentations or assemblies; integrated or stand-alone lessons; parent/guardian and family education; and other approaches. Effective school counselors build on students' strengths, while helping them identify and manage their challenges.

Elements:

- 2.1 Curriculum Development:** School counselors possess the knowledge and skills to develop an effective school counseling core curriculum.
- 2.2 Individual Student Planning:** School counselors work directly with students to support their academic progress and goals.
- 2.3 Individual Student Planning:** School counselors work directly with students to develop their college and career-related knowledge, skills and pathways.
- 2.4 Individual Student Planning:** School counselors work directly with students to support their social/emotional development, skills and mindsets.
- 2.5 Responsive Services:** School counselors develop appropriate interventions for students as needed.

standard 2. direct services for academic, career and social/emotional development

school cOunSelOrS develop a curriculum, offer individual student planning and deliver Responsive services in order to assist students in developing and applying knowledge, skills and mindsets for academic, career and social/emotional development.

standard 2 elements		indicators
2.1	Curriculum Development: School counselors possess the knowledge and skills to develop an effective school counseling core curriculum.	<ul style="list-style-type: none"> a. School counselors demonstrate knowledge of accepted theories and effective techniques of developmental school counseling. b. School counselors understand student development and developmental characteristics. c. School counselors recognize environmental factors that influence students' development. d. School counselors understand various exceptionalities and populations of students. e. School counselors use student standards to drive the delivery of direct services to students. f. School counselors can clearly articulate a rationale for their decisions.
2.2	<u>Individual Student Planning:</u> School counselors work directly with students to support their academic progress and goals.	<ul style="list-style-type: none"> a. School counselors plan and deliver effective activities and experiences designed to enhance student learning and achievement. b. School counselors possess deep knowledge of the school academic program in order to help students make appropriate academic decisions. c. School counselors counsel students, in collaboration with parents/guardians, to set academic goals.
2.3	<u>Individual Student Planning:</u> School counselors work directly with students to develop their college and career-related knowledge, skills and pathways.	<ul style="list-style-type: none"> a. School counselors provide developmentally appropriate counseling designed to build students' awareness of, skills for and navigation through varied college and career opportunities. b. (As appropriate on a developmental continuum) School counselors possess and clearly communicate knowledge of educational options (P-12 and postsecondary), including flexible credit options, and opportunities to earn Ohio college credit. c. (As appropriate on a developmental continuum) School counselors possess and clearly communicate knowledge of Ohio-specific career counseling resources. d. School counselors employ technology effectively to help students explore college and career interests and opportunities.

Standard 2. Direct services for academic, career and social/emotional development, cont.

school counselors develop a curriculum, offer individual student planning and deliver Responsive services in order to assist students in developing and applying knowledge, skills and mindsets for academic, career and social/emotional development.

Standard 2 elements		Indicators
2.4	Individual Student Planning: School counselors work directly with students to support their social/emotional development, skills and mindsets.	<ul style="list-style-type: none"> a. School counselors observe and assess students' social/emotional development and skills. b. School counselors plan and deliver effective activities and experiences to promote wellness and help students develop the character traits and self-awareness needed for success.
2.5	Responsive Services: School counselors develop appropriate interventions for students as needed.	<ul style="list-style-type: none"> a. School counselors monitor student progress related to academic, career and social/emotional development. b. School counselors implement and/or recommend interventions for students as needed, including academic and behavior interventions and supports. c. School counselors are trained in crisis response, and articulate and provide an appropriate role in a plan for intervening quickly and systematically in response to a trauma or crisis.

Standard 3. 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.

Narrative Summary:

School counselors recognize that educating students is a shared responsibility, involving students, school personnel, parents/guardians and the community. To this end, counselors provide indirect services on behalf of students by fostering open communication and collaboration among the school, home and community in order to promote and build trust, understanding and partnerships. School counselors seek solutions and provide referrals to meet students' academic, career and social/emotional development needs.

Elements:

- 3.1** School counselors partner with school personnel and parents/guardians to achieve common goals for student success.
- 3.2** School counselors coordinate school and community resources and provide referrals as needed to support students and promote their success.

Standard 3. 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.

Standard 3 elements		Indicators
3.1	School counselors partner with school personnel and parents/guardians to achieve common goals for student success.	<ul style="list-style-type: none"> a. School counselors involve parents/guardians in students' academic, career and social/emotional development. b. School counselors provide clear, relevant and appropriate information for students and their parents/guardians. c. School counselors facilitate communication between students, parent/guardians and school personnel, and encourage school personnel involvement in working with families to support students. d. School counselors demonstrate skills in teamwork, communication and problem-solving when providing indirect services on behalf of students.

Standard 3. 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.

Standard 3. Indirect services: partnerships and referrals, cont.

School counselors collaborate and consult with school personnel, parents/guardians, community partners and agencies/organizations to coordinate support for all students.

Standard 3 elements		Indicators
3.2	School counselors coordinate school and community resources and provide referrals as needed to support students and promote their success.	<ul style="list-style-type: none"> a. School counselors demonstrate knowledge of available community resources. b. School counselors coordinate with community partners to make connections and integrate community resources towards the program goals of academic, career and social/emotional development. c. School counselors connect and refer students, parents/guardians, school personnel and others to appropriate mentors, professionals, agencies and services in the school and in the community.

Standard 4. 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.

Narrative Summary:

School counselors understand the importance of using data to plan, implement and continually improve. Data are a key element in accountability of the comprehensive school counseling program.

Elements:

- 4.1** School counselors monitor student performance and progress.
- 4.2** School counselors monitor the effectiveness of the school counseling program.
- 4.3** School counselors 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.

Standard 4. 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.

Standard 4 elements		Indicators
4.1	School counselors monitor student performance and progress.	<ul style="list-style-type: none"> a. School counselors understand the purpose and design of various assessments. b. School counselors interpret and communicate assessment results, and make recommendations accordingly. c. School counselors gather and monitor individual and group student data, including academic, attendance and behavioral data. d. School counselors gather feedback from students, colleagues, parents/guardians and community members to identify issues and barriers that impede student success. e. School counselors analyze and use collected data and feedback to plan appropriate activities and experiences for students. f. School counselors maintain and communicate student records according to laws, regulations, and confidentiality guidelines, and as detailed in the ASCA Ethical Standards for School Counselors.

standard 4. evaluation and data, cont.

school cOunSelOrS collaboratively engage in a cycle of continuous improvement using data to identify needs, plan and implement programs, evaluate impact and adjust accordingly.

standard 4 elements**indicators**

4.2	School counselors monitor the effectiveness of the school counseling program.	<ul style="list-style-type: none"> a. School counselors develop measurable outcomes for school counseling activities, interventions and experiences. b. School counselors collaborate to create ongoing, regular, pre- and post measures of the effectiveness of the comprehensive school counseling program. c. School counselors analyze results of program evaluations and relevant data. d. School counselors report results to key stakeholders.
4.3	School counselors 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.	<ul style="list-style-type: none"> a. School counselors continually use site-specific data to demonstrate results and refine, enhance or recommend change to policies, procedures and programs as needed to promote students' academic, career and social/emotional development.

standard 5. leadership and advocacy

School counselors lead efforts to advocate for programs, policies and practices that support an equitable, safe, inclusive and positive learning environment for all students.

Narrative Summary:

School counselors recognize that they hold a unique role in schools, as leaders and advocates for the well-being of the whole child—including students' academic, career and social/emotional development. School counselors have a big picture view of the school community and span of student development and growth. In this role, school counselors work as dedicated professionals who provide leadership and advocacy for the development, implementation and management of the comprehensive school counseling program. Through their ongoing collaborations with students, parents/guardians, families, school administrators and personnel, school counselors contribute to a caring school culture.

Elements:

- 5.1** School counselors serve as leaders.
- 5.2** School counselors take leadership in promoting a school environment that is inclusive of, responsive to and safe for its diverse members.
- 5.3** School counselors advocate on behalf of all students.
- 5.4** School counselors advocate for their profession and the role that school counselors play in fostering student success and well-being.

standard 5. leadership and advocacy

school cOunSelOrS lead efforts to advocate for programs, policies and practices that support an equitable, safe, inclusive and positive learning environment for all students.

standard 5 elements**indicators**

5.1	School counselors serve as leaders.	<ul style="list-style-type: none"> a. School counselors articulate their important role as leaders in leading change in the school. b. School counselors establish and maintain positive, professional relationships with students and parents/guardians. c. School counselors encourage teamwork and active collaboration among school personnel. d. School counselors facilitate communications and partnerships within and outside of the school. e. School counselors possess, use and model skills in effective conflict resolution techniques and interpersonal relationships.
5.2	School counselors take leadership in promoting a school environment that is inclusive of, responsive to and safe for its diverse members.	<ul style="list-style-type: none"> a. School counselors demonstrate understanding of diverse populations (broadly defined to include all categories of diversity) and anticipate and respond to demographic shifts in the building and community. b. School counselors advocate for practices that promote understanding and counteract stereotypes. c. School counselors actively promote equitable access for all students to educational opportunities and needed resources and services. d. School counselors demonstrate commitment to principles of equity and fairness and model these attitudes and behaviors for school and community members. e. School counselors collaborate to create, implement and recommend school safety initiatives.

standard 5. leadership and advocacy, cont.

school counselors lead efforts to advocate for programs, policies and practices that support an equitable, safe, inclusive and positive learning environment for all students.

standard 5 elements**indicators**

5.3	School counselors advocate on behalf of all students.	<ul style="list-style-type: none"> a. School counselors identify community, environmental and institutional factors that can enhance or impede students' academic, career and social/emotional development. b. School counselors advocate for the resources needed to support all students' academic, career and social/emotional development. c. School counselors advocate for various populations of students, using strategies to ensure equity of opportunities for all students.
5.4	School counselors advocate for their profession and the role that school counselors play in fostering student success and well-being.	<ul style="list-style-type: none"> a. School counselors communicate the valuable role of the school counseling program to the mission of the school and the success of its students. b. School counselors provide professional learning opportunities and/or resources for other members of the school community.

standard 6. 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.

Narrative Summary:

School counselors engage in ongoing professional learning with a focus on supporting students' academic, career and social/emotional development. To this end, school counselors seek learning opportunities specifically designed to increase relevant knowledge and enhance essential skills. To ensure their own effectiveness, school counselors engage themselves in a continuous process of professional goal setting, self-assessment, learning and growth.

Elements:

- 6.1** School counselors seek ongoing, relevant and high-quality professional learning and growth.
- 6.2** School counselors adhere to ethical standards and legal and professional codes.
- 6.3** School counselors demonstrate professionalism in their field.

Standard 6. 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.

Standard 6 elements		Indicators
6.1	School counselors seek ongoing, relevant and high quality professional learning and growth.	<ul style="list-style-type: none"> a. School counselors set goals for themselves that align with the school's mission and the goals of the comprehensive professional development plan. b. School counselors use data to make decisions regarding their own professional learning. c. School counselors monitor, evaluate and refine their own counseling skills, program planning and delivery. d. School counselors stay current with technology, up-to-date research and practices that have proven effective in their field. e. School counselors monitor and expand their knowledge of social, cultural and demographic shifts and trends and strive to remove bias and prejudice from their practice.
6.2	School counselors adhere to ethical standards and legal and professional codes.	<ul style="list-style-type: none"> a. School counselors understand and comply with legal and professional standards and requirements including federal requirements and state and local codes and policies. b. School counselors adhere to the ASCA Ethical Standards for School Counselors, which include detailed standards related to privacy/confidentiality and multicultural/social justice advocacy. c. School counselors are knowledgeable of and adhere to laws and regulations regarding student evaluation and data reporting.
6.3	School counselors demonstrate professionalism in their field.	<ul style="list-style-type: none"> a. School counselors demonstrate effective skills in written, oral (speaking and listening) and interpersonal communication (verbal and nonverbal; sensitivity to others). b. School counselors seek opportunities in the school and district to positively impact school improvements and student achievement. c. School counselors participate in local, state and/or national professional meetings and organizations.

Section iii: understanding and using the Standards

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

Standards-Based Guiding Questions

One way for school counselors to self-assess is to respond to focused, guiding questions related to effective practices. The tool that follows was created using the standards as its base. Any statements to which a school counselor responds at levels 1, 2 or 3 may be areas for growth and further professional development. It may be useful to review responses with a trusted peer, mentor or colleague to allow for additional discussion and reflection.

Self-Assessment tool for School Counselors

standard 1. comprehensive school counseling program plan

School counselors collaboratively envision a plan for a comprehensive school counseling program that is developmental, preventative and responsive, and in alignment with the school's goals and mission.

Essential Question: Have I engaged in collaborative planning within my school for a comprehensive school counseling program plan?

Consider each of the statements below. Choose the response that most accurately represents your performance.

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 2. direct services for academic, career and social/emotional development

School counselors develop a curriculum, offer individual student planning and deliver responsive services in order to assist students in developing and applying knowledge, skills and mindsets for academic, career and social/emotional development.

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

Consider each of the statements below. Choose the response that most accurately represents your performance.

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 3. 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.

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

Consider each of the statements below. Choose the response that most accurately represents your performance.

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 4. 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.

Essential Question: Do I use data to plan, implement and continually improve my practice?

Consider each of the statements below. Choose the response that most accurately represents your performance.

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 5. leadership and advocacy

School counselors lead efforts to advocate for programs, policies and practices that support an equitable, safe, inclusive and positive learning environment for all students.

Essential Questions: Do I effectively advocate on behalf of students and the role of school counseling in creating a positive environment and meeting the needs of the whole child?

Consider each of the statements below. Choose the response that most accurately represents your performance.

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 6. 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.

Essential Question: Do I demonstrate professionalism, model ethics and seek continuous professional learning?

Consider each of the statements below. Choose the response that most accurately represents your performance.

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

Section IV: resources

Glossary

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

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

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

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

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

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

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

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

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

Section IV: resources, Cont.

Glossary

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

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

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

resources for School Counselors

The **American School Counselor Association (ASCA)** supports school counselors' efforts with professional development, publications and other resources, research and advocacy. Go to: <https://www.schoolcounselor.org/>

ASCA Ethical Standards for School Counselors <http://www.schoolcounselor.org/asca/media/asca/Resource%20Center/Legal%20and%20Ethical%20Issues/Sample%20Documents/EthicalStandards2010.pdf>

ASCA Mindsets & Behaviors for Student Success: K-12 College and Career Readiness Standards for Every Student <https://schoolcounselor.org/asca/media/asca/home/MindsetsBehaviors.pdf>

ASCA School Counselor Competencies <https://www.schoolcounselor.org/asca/media/asca/home/SCCompetencies.pdf>

The **Council for Accreditation of Counseling and Related Educational Programs (CACREP)** accredits master's and doctoral degree programs in counseling and its specialties. Go to: <http://www.cacrep.org/>

The CACREP Standards <http://www.cacrep.org/wp-content/uploads/2013/12/2009-Standards.pdf>

The **National Board for Professional Teaching Standards** was founded with the mission to advance the quality of teaching and learning through high standards, a voluntary certification system and advocacy. Go to: <http://www.nbpts.org/>

National Board School Counseling Standards (First Edition, for school counselors of students ages 3-18+) <http://boardcertifiedteachers.org/sites/default/files/ECYA-SC.pdf>

The **Ohio Assessments for Educators (OAE)** are designed to ensure that licensed educators in Ohio have the knowledge and skills needed to effectively meet the needs of Ohio students. Go to: <https://www.oh.nesinc.com/>

Ohio Assessments for Educators (OAE), Field 040: School Counselor Assessment Framework http://www.oh.nesinc.com/Content/Docs/OH040_SCHOOLCOUNSELOR_OBJ_FINAL.pdf

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resources for School Counselors, Cont.

The **Ohio Educator Standards** were created to define standards for Ohio educators and educational administrators at all stages of their careers. These include the:

- Ohio Standards for the Teaching Profession
- Ohio Standards for Principals
- Ohio Standards for Professional Development
- Ohio Standards for School Treasurers and School Business Managers
- Ohio Standards for Superintendents

For more information and to see the complete standards, go to: <http://education.ohio.gov/Topics/Teaching/Educator-Equity/Ohio-s-Educator-Standards>

The **Ohio School Counselor Association (OSCA)** empowers, unites and supports professional school counselors in their role of promoting student success. Go to: <http://www.ohioschoolcounselor.org/>

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Ohio School Counselor Evaluation System

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 and suggests enhancements and adjustments for program based on needs and results.	The school counselor collaborates with key stakeholders to set the goals, priorities and implementation strategies that align to the school's goals and mission when a comprehensive school counseling program is being designed and suggests enhancements and adjustments for program based on needs and results.
The school counselor identifies no resources to implement the program.	The school counselor identifies resources needed to partially implement the program.	The school counselor identifies resources to fully implement the program.	The school counselor utilizes resources to fully implement the program from an innovative or diverse set of partners.
Evidence			

05/18/2016

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

05/18/2016

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

05/18/2016

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

05/18/2016

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		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 promote an inclusive, responsive and safe school environment for its diverse members.	The school counselor effectively advocates for practices within and outside of the school community and proactively addresses the changing needs of diverse populations resulting in a positive impact that promotes an inclusive, responsive and safe school environment for its diverse members.
	The school counselor is unable to identify community, environmental and institutional factors that enhance or impede development and does not advocate for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development but does not advocate for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development and advocates for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development and collaborates with stakeholders to advocate for programs, policies and practices that ensure equity of opportunity for all students.
	The school counselor does not promote the program or the role of the school counselor in achieving the school's mission and student success.	The school counselor occasionally promotes the program and is beginning to articulate the role of the school counselor in achieving the school's mission and student success.	The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school's mission and student success.	The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school's mission and student success, and contributes to the advancement of the school counseling profession.

05/18/2016

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

05/18/2016

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

Ohio School Counselor Evaluation System

Professional Growth Plan

Professional Growth Plan

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

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

Goal One	Choose the Standard(s) aligned to the goal. These are addressed by the evaluator as appropriate for this school counselor.		
	<input type="checkbox"/> Comprehensive School Counseling Program Plan <input type="checkbox"/> Direct Services for Academic, Career, and Social/Emotional Development <input type="checkbox"/> Indirect Services		
	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.		
	<input type="checkbox"/> Academic <input type="checkbox"/> College/Career <input type="checkbox"/> Social/Emotional		
	Goal Statement Demonstrating Ability to Produce Positive Student Outcomes	Action Steps & Resources to Achieve Goal	Evidence Indicators
	Dates Discussed		

Comments:

School Counselor: _____ Evaluator: _____ Date: _____

Ohio School Counselor Evaluation System

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?

	0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost Fully	5 Completely
I possess the knowledge and skills to design a comprehensive and proactive school counseling program.						
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
<u>Individual Student Planning</u> : 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
<u>Individual Student Planning</u> : 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
<u>Responsive Services</u> : 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

Ohio School Counselor Evaluation System

Improvement Plan

Improvement Plan

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

School Counselor Name:
School Year:

Date of Improvement Plan Conference:
Building:

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

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

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

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

05/12/2016

Ohio School Counselor Evaluation System

Improvement Plan

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: _____

05/12/2016

Ohio School Counselor Evaluation System

Improvement Plan

Improvement Plan: Evaluation of Plan

School Counselor Name:
School Year:

Date of Evaluation:
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.

05/12/2016

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

Informal Observations

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

Ohio School Counselor Evaluation System

Final Summative Rating

Final Summative Rating of School Counselor Effectiveness

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

Rubric Areas	INE F F E C T I V E	D E V E L O P I N G	S K I L L E D	A C C O M P L I S H E D
Standard 1: Comprehensive School Counseling Program Plan				
Standard 2: Direct Services for Academic, Career and Social/Emotional Development				
Standard 3: Indirect Services: Partnerships and Referrals				
Standard 4: Evaluation and Data				
Standard 5: Leadership and Advocacy				
Standard 6: Professional Responsibility, Knowledge and Growth				
Metrics of Student Outcomes				
<i>Area of reinforcement:</i>		<i>Area of refinement:</i>		
Final Summative (Overall) Rating	INE F F E C T I V E	D E V E L O P I N G	S K I L L E D	A C C O M P L I S H E D

☐ Check here if Improvement Plan has been recommended.

School Counselor Signature _____ Date _____

Evaluator Signature _____ Date _____

05/12/2016

Post Conference Planning

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

- 1.
- 2.
- 3.

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

- 1.
- 2.
- 3.

Four Key Elements of the Post-Conference

1. Introduction/Greeting/Establish Length:

- Review conference process
- General impression question: "How do you think the activity went?"

2. Reinforcing the School Counselor:

- Identify an area of reinforcement (ONLY one area)
- Ask self-analysis question
- Provide evidence from notes

3. Refining the School Counselor's Skill:

- Identify an area of refinement (ONLY one area)
- Ask self-analysis question
- Provide evidence from notes
- Give a recommendation for future practice

Present evidence and rating connected to the rubric

05/12/2016

Optional Form to Demonstrate a Positive Student Outcome Using Student Metrics

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

Step One: Identify Domain Focus Area(s):

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

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

Step Two: Identify Desired Student Outcome(s)

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

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

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

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

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

Step Four: Relevant school counselor activities/interventions

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

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

Step Five: Monitoring

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

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

Step Six: Analyze Results and Report Results

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

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

SCHOOL PSYCHOLOGIST STANDARDS

This list is from the Professional Conduct Manual for School Psychology, National Association of School Psychologists (NASP) and Ohio School Psychologists Association (OSPA).

Guideline 1 - School psychologists use a decision-making process in collaboration with other team members to (a) identify academic and behavior problems, (b) collect and analyze information to understand the problems, (c) make decisions about service delivery, and (d) evaluate the outcomes of the service delivery. School psychologists must (a) utilize current professional literature on various aspects of education and child development, (b) translate research into practice through the problem-solving process, and (c) use research design and statistics skills to conduct investigations to develop and facilitate effective services.

- School psychologists define problems in ways that (a) identify desired goals (e.g., academic/behavioral), (b) are measurable, (c) are agreed upon by those involved, and (d) are linked appropriately to assessment strategies.
- School psychologists select assessment method(s) that are validated for the problem area under consideration including formal and informal assessment procedures, as appropriate, and include data collected from all settings and persons necessary and appropriate to complete the problem-solving process.
- School psychologists develop and implement effective interventions that are based upon the data collected and related directly to the desired outcomes of those interventions.
- School Psychologists use appropriate assessment information to evaluate interventions to determine their effectiveness, their need for modification, or their need for redevelopment. Effectiveness is determined by the relationship between the actual outcome of the intervention and the desired goal articulated in the problem-solving process.
- School psychologists apply the problem-solving process to broader research and systems-level problems that result in the identification of factors that influence learning and behavior, the evaluation of the outcomes of classroom, building, and system initiatives and the implementation of decision-making practices designed to meet general public accountability responsibilities.

Guideline 2 - School psychologists must have the ability to listen well, participate in discussions, convey information, and work together with others at an individual, group, and systems level. School psychologist must understand the degree to which policy influences systems, systems influence programs, programs and interventions impact consumers, and the methods to facilitate organizational development through strategic change.

- School psychologists use decision-making skills and are proficient in systems consultation to facilitate communication and collaboration with students and school personnel, community professionals, agencies, and families/schools.
- School psychologists participate in public policy discussions and understand the process by which public policy influences systems. By applying decision-making methods to public policy determination, school psychologists facilitate organization development and change.
- School psychologists must be able to present and disseminate information to diverse communities, such as parents, teachers, school boards, policy makers, business leaders, and fellow school psychologists in a variety of contexts, in an organized and meaningful manner.
- School psychologists facilitate the development of healthy learning environments and reduce divisiveness through the use of conflict resolution and negotiation skills.
- School psychologists function as change agents, using their skills in communication, collaboration, and consultation to promote necessary change at the individual student, classroom, building, and district, local, state, and federal levels.

Guideline 3 - School psychologists (in collaboration with others) develop challenging but achievable cognitive and academic goals for all students, provide information about ways in which students can achieve these goals, and monitor student progress towards these goals.

- School psychologists apply current empirically based theory and knowledge of learning theory and cognitive processes to the development of effective instructional strategies to promote student learning and social and emotional development.
- School psychologists incorporate assessment information to the development of instructional strategies to meet the individual learning needs of children.
- School psychologists use appropriate and applicable assessment techniques to assess progress toward academic goals and assist in revising instructional methodology as necessary.
- School psychologists assist in facilitating and implementing a variety of research-based instructional methods (e.g., cooperative learning class-wide peer tutoring, cognitive strategy training) to enhance learning of students at the individual, group, and systems level.
- School psychologists assist in the design and delivery of curriculum to help students develop behaviors to support effective learning such as study skills, self-regulation and self-monitoring, planning/organization, time management skills, and making choices that maintain physical and mental health.

- School psychologists promote the principles of student-centered learning to help students develop (when appropriate) their individual ability to be self-regulated learners, including the ability to set individual learning goals, design a learning process to achieve those goals, and assess outcomes to determine whether the goals were achieved.
- School psychologists are informed about advances in curriculum and instruction and share this knowledge with educators, parents, and the community at large to promote improvement in instruction, student achievement, and healthy lifestyles.

Guideline 4 - School psychologists make decisions based on multiple theoretical perspectives and translate current scientific information to develop effective behavioral, affective, or adaptive goals for all students, facilitate the implementation of programs/interventions to achieve these goals, and monitor progress towards these goals.

- School Psychologists use decision-making models (e.g., functional behavioral assessment) that consider the antecedents, consequences, functions and potential causes of behavioral problems experienced by students with disabilities, which may impair learning or socialization
- School psychologists identify factors that facilitate the development of optimal learning environments. Optimal learning environments are characterized as settings where all members of the school or agency community treat one another with respect and dignity. Optimal learning environments are characterized as settings where students' basic needs are assured so that learning can occur and health and mental health are systematically evaluated.
- School psychologists facilitate the development and implementation of strategies that result in instructional environments which foster learning and high rates of academic engaged time and reduce the presence of factors that promote alienation and impact learning and behavioral progress.
- School psychologists demonstrate appropriate knowledge of treatment acceptability and treatment integrity by including these principles in the development, implementation, and evaluation of interventions.
- School psychologists apply the principle of generalization and transfer of training in the development of interventions in such a way that, when appropriate, interventions can be implemented across settings - school, home, and community.
- School psychologists develop and implement behavior change programs (individual, group, classroom) that demonstrate the use of alternative, appropriate approaches (e.g., positive reinforcement, social skills training, academic interventions) to student discipline, ecological and behavioral approaches to classroom management, and awareness of classroom climate.
- School psychologists assist parents and other adult caregivers in the development, implementation, and evaluation of behavior change programs in the home in order to facilitate the learning and behavioral growth of their child.

- School psychologists incorporate appropriate strategies when developing and delivering intervention programs to facilitate successful transitions of students from one environment to another environment. These programs include program to program, early childhood to school, school to school, and school to work transitions.
- School psychologists evaluate interventions (learning/behavioral) for individuals and groups. These include the skills necessary both to evaluate the extent to which the intervention contributed to the outcome and to identify what constitutes a “successful” outcome.

Guideline 5 - School psychologists have the sensitivity, knowledge, and skills to work with individuals and groups with a diverse range of strengths and needs from a variety of racial, cultural, ethnic, experiential, and linguistic backgrounds.

- School psychologists develop academic and behavioral interventions. They recognize that interventions most likely to succeed are those which are adapted to the individual needs and characteristics of the student(s) for whom they are being designed.
- School psychologists recognize (in themselves and others and in the techniques and instruments that they use for assessment and intervention) the subtle racial, class, gender, and cultural biases they may bring to their work and the way these biases influence decision-making, instruction, behavior, and long-term outcomes for students. School psychologists work to reduce and eliminate these biases where they occur.
- School psychologists promote practices that help children of all backgrounds feel welcome and appreciated in the school and community.
- School psychologists incorporate their understanding of the influence of culture, background, and individual learning characteristics when designing and implementing interventions to achieve learning and behavioral outcomes.

Guideline 6 - School psychologists demonstrate their knowledge of schools (or other institutional settings) as systems when they work with individuals and groups to facilitate structure and public policies that create and maintain schools and other systems as safe, caring, and inviting places for all persons in that system.

- School psychologists use their knowledge of development, learning, family, and school systems to assist schools and communities to develop policies and practices related to discipline, decision-making, instructional support, staff training, school improvement plans, program evaluation, transition plans, grading, retention, and home-school partnerships.
- School psychologists use their knowledge of organizational development and systems theory to assist in creating climates that result in mutual respect and caring for all individuals in the system, an atmosphere of decision-making and collaboration, and a commitment to quality services.
- School psychologists regularly participate in the development of policies and procedures that advocate for effective programs and services.

- School psychologists are actively involved in the development of systems change plans (such as school improvements plans) that directly impact the programs and services available to children, youth, and their families and that directly impact the ways in which school psychologists deliver their services.
- School psychologists assist in the development of policies and procedures to ensure that schools are safe and violence free. School psychologists participate in the implementation and evaluation of programs that result in safe and violence free schools and communities.
- School psychologists are actively involved in public policy at the local, state, and federal levels as a means of creating systems of effective educational services.
- School psychologists are aware of funding mechanisms that are available to school and communities that support health and mental health services.
- School psychologists participate in the development of funding strategies to assure that needed services are available to students and their families.

Guideline 7 - School psychologists shall appropriately utilize prevention, health promotion, and crisis intervention methods based on knowledge of child development, psychopathology, diversity, social stressors, change, and systems.

- School psychologists shall apply knowledge of child development, psychopathology, diversity, social stressors, change, and systems to the identification and recognition of behaviors that are precursors to school dropouts or the development of mental health disorders such as conduct disorders or internalizing disorders.
- School psychologists shall provide direct counseling and indirect interventions through consultation for students with disabilities and suspected disabilities who experience mental health problems that impair learning and/or socialization.
- School psychologists shall develop, implement, and evaluate prevention and intervention programs based on recognized factors that are precursors to development of severe learning and behavioral problems.
- School psychologists shall collaborate with school personnel, parents, students, and the community to provide competent mental health support during and after crises (for example, suicide, death, natural disasters, murder, bombs or bomb threats, extraordinary violence, and sexual harassment).
- School psychologists promote wellness by (a) collaborating with other health care professionals to provide a basic knowledge of behaviors that lead to good health for children; (b) facilitating environmental changes conducive to good health and adjustment of children; and (c) accessing resources to address a wide variety of behavioral, learning, mental, and physical needs.

Guideline 8 - School psychologists have knowledge of family influences that affect students' wellness, learning and achievement and are involved in public policy that promotes partnerships between parents, educators, and the community.

- School psychologists design and implement and evaluate programs to promote school-family partnerships for the purpose of enhancing academic and behavioral goals for students. These might include (but are not limited to) developing parent education programs, establishing drop-in centers for parents, establishing homework hotlines, or providing other supports for parents to help them parent successfully and to help them enhance the academic and psychological development of their children.
- School psychologists help parents feel comfortable participating in school functions or activities. These might include providing support for them when participating on special education and I.E.P. teams, encouraging parental involvement in school-wide committees such as school improvement teams, and facilitating home-school communication when problems arise and includes assisting parents in accessing community-based services for their family.
- School psychologists educate the school community regarding the influence of family involvement on school achievement and advocate for parent involvement in school governance and policy development whenever feasible.
- School psychologists help create linkages between schools, families, and community agencies and help coordinate services when programming for children involves multiple agencies.
- School psychologists are knowledgeable about the local system of care and related community services available to support students and their families.
- School psychologists work with parent organizations to promote public policy that empowers parents to be competent consumers of the local system of services.
- School psychologists are active participants in public policy by serving on committees, participating in work groups and task forces, and in responding to proposed legislation and rules.

BLACK RIVER LOCAL SCHOOLS
ANNUAL PROFESSIONAL GROWTH PLAN: SCHOOL PSYCHOLOGIST

School Psychologist Name		School Year	
Evaluator Name		Date Created	Date(s) Reviewed

☐ **Self-Directed** ☐ **Collaborative**

- ❖ As a result of the evaluation process, school psychologist and evaluator should focus on accelerating and continuing School Psychologist growth.
- ❖ Please review the School Psychologist Standards as they relate to creating professional goals.
- ❖ Professional goals should be
 - aligned to any district improvement plans
 - individualized to the needs of the school psychologist and
 - specifically relate to the School Psychologist's areas of refinement/growth as identified in the school psychologists' evaluation.
- ❖ The evaluator and school psychologist should have collaborative discussions related to activities aligned to the goals.

Choose the Domain(s) aligned to the goal(s).			
<ul style="list-style-type: none"> ○ Planning and Preparation ○ The Environment 	<ul style="list-style-type: none"> ! Delivery of Service ! Professional Responsibilities 		
Goal Statement(s) Demonstrating Performance on the <i>School Psychologist Standards.</i>	Action Steps & Resources to Achieve Goal(s)	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s):	Dates Discussed
Describe the alignment to district and/or building improvement plan(s):			
Comments:			

School Psychologist's Signature and Date

Evaluator's Signature and Date

Signatures above verify acknowledgement of receipt of final document plan by both parties.

BLACK RIVER LOCAL SCHOOLS SCHOOL DISTRICT SCHOOL PSYCHOLOGIST IMPROVEMENT PLAN

School Psychologist Name		School Year/Building
Evaluator Name		Date of Conference

Written improvement plans are to be developed in circumstances when an educator makes below expected academic growth with his/her students AND/OR receives an overall Ineffective rating or an Ineffective rating on any of the components. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support.

Psychologist Area(s) Needing Improvement <small>From School Psychologist Evaluation Rubric/Evaluation Forms</small>	Improvement Statement <small>List specific areas for improvement</small>	Specific Plan of Action	Assistance & Professional Development <small>Examples include:</small>
	<ul style="list-style-type: none"> Describe in detail specific plans of action that must be taken by the school psychologist to improve his/her performance. Indicate the sources of evidence that will be used to document the completion of the improvement plan. 	<ul style="list-style-type: none"> Mentoring Observing other colleagues Attend workshops 	

School Psychologist's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

BLACK RIVER LOCAL SCHOOLS SCHOOL PSYCHOLOGIST IMPROVEMENT PLAN

School Psychologist Name		School Year	
Evaluator Name		Date of Conference	

The improvement plan will be evaluated at the end of the time specified in the plan. Outcomes from the improvement plan demonstrate the following actions have been taken:

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

Improvement Plan Evaluation 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 psychologist's Signature: _____ **Date:** _____

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

The evaluator's signature above verifies that the proper procedures in the local contract have been followed.

**BLACK RIVER LOCAL SCHOOLS
SCHOOL PSYCHOLOGIST RUBRIC**

DOMAIN 1: PLANNING AND PREPARATION	Ineffective	Developing	Skilled	Accomplished
1a: Demonstrating knowledge and skill in using psychological instruments to evaluate students	Psychologist demonstrates little or no knowledge and skill in using psychological instruments to evaluate students.	Psychologist uses a limited number of psychological instruments to evaluate students.	Psychologist uses 5-8 psychological instruments to evaluate students and determine eligibility for services in conjunction with the evaluation team.	Psychologist uses a wide range of psychological instruments to evaluate students and is able to isolate variables in which specific instruments will have greater diagnostic value in determining educational needs and eligibility.
1b: Demonstrating knowledge of child and adolescent development and psychopathology	Psychologist demonstrates little or no knowledge of child and adolescent development and psychopathology.	Psychologist demonstrates basic knowledge of child and adolescent development and psychopathology.	Psychologist demonstrates thorough knowledge of child and adolescent development and psychopathology.	Psychologist demonstrates extensive knowledge of child and adolescent development and psychopathology and can articulate variations of the typical patterns.
1c: Establishing goals for serving students in the school setting that align with the school ecology	Psychologist has no clear goals for serving students or has goals that are inappropriate to either the environment, ages of the students.	Psychologist's goals for providing school services are rudimentary and are not entirely suitable to the environment or ages of the students.	Psychologist's goals for service delivery are clear and appropriate for the setting and ages of the students.	Psychologist's goals for service delivery are clear and appropriate for the setting and ages of the students and have been developed following consultations with students, parents, and/or relevant team members.
1d: Demonstrating knowledge of state and federal regulations and of resources both within and beyond the school and district	Psychologist demonstrates little or no knowledge of governmental regulations or of resources for students available through the school or district.	Psychologist displays awareness of governmental regulations and of resources for students available through the school or district, but no knowledge of resources available more broadly.	Psychologist displays awareness of governmental regulations and of resources for students available through the school or district and some familiarity with resources outside of the district.	Psychologist's knowledge of governmental regulations and of resources for students is extensive, including those available through the district and in the community.

DOMAIN 2: THE ENVIRONMENT	Ineffective	Developing	Skilled	Accomplished
2a: Establishing rapport with students.	Psychologist's interactions with students are negative or inappropriate; students appear uncomfortable in an assessment session(s).	Psychologist's interactions are a mix of positive and negative; the psychologist's efforts at developing rapport are partially successful.	Psychologist's interactions with students are positive and respectful; students appear comfortable in the assessment session(s).	Students demonstrate a comfort with the psychologist outside of the assessment session(s), reflecting a comfort and ease in the relationship.
2b: Establishing a culture for positive mental health throughout the school.	Psychologist makes no attempt to establish a culture for positive mental health in the school as a whole, either among students or teachers, or between students and teachers.	Psychologist's attempts to promote a positive mental health by discussing general supports available to students and teachers.	Psychologist promotes a culture for positive mental health in the school among students and teachers by providing specific information to teachers or students that guide positive behavior and choices.	Psychologist offers mental health support (within the scope of school practice) for students and teachers and establishes a collaborative approach for facilitating positive outcomes with specific goals in mind.
2c: Establishing and maintaining clear procedures for referrals.	No procedures for referrals have been established; when teachers ask for clarification regarding "how" to refer a student for special services, the school psychologist is unaware.	Psychologist follows established procedures for referrals, but the details are not always clear.	Psychologists are able to discuss the procedures for referrals and consultations with teachers, parents and administrators.	Procedures for all aspects of referral and testing protocols are clearly articulated to parents, teachers and administrators, with clear communication.
2e: Organizing physical space for testing of students and storage of materials.	The location in which the psychologist provides services is disorganized and poorly suited to student evaluations. Materials are not stored in a secure location and are difficult to find when needed.	Materials in the school psychologist's office/allocated space are stored securely, but the center is not well organized, and materials are difficult to find when needed.	The school psychologist's office/allocated space is well organized; materials are stored in a secure location and are available when needed.	The school psychologist's office/allocated space is highly organized and ready to receive students. Materials are stored in a secure location and are easily located when needed.

DOMAIN 3: DELIVERY OF SERVICE	Ineffective	Developing	Skilled	Accomplished
3a: Responding to referrals; consulting with teachers and administrators	Psychologist fails to consult with colleagues or to tailor evaluations to the questions raised during the initial referral.	Psychologist consults on a sporadic basis with colleagues, making partially successful attempts to administer evaluation instruments that target the initial referral questions/concerns.	Psychologist consults frequently with pertinent team members, determining evaluation procedures that match the questions raised by the initial referral.	Psychologist consults frequently with colleagues, contributing own insights and determining evaluations as an outgrowth of questions raised by the initial evaluation.
3b: Evaluating student needs in compliance with National Association of School Psychologists (NASP) guidelines	Psychologist resists administering evaluations, selects instruments inappropriate to the situation, or does not follow established procedures and guidelines.	Psychologist attempts to administer appropriate evaluation instruments to students, but does not always follow established time lines and safeguards.	Psychologist administers appropriate evaluation instruments to students and ensures that all procedures and safeguards are followed according to professional guidelines.	Psychologist selects from a broad repertoire, those assessments that are most appropriate to the referral questions and collects information from colleagues (through written or oral dialogues) to ensure that compliance with all procedures and safeguards are met.
3c: Leading evaluation team discussions following assessment administration	Psychologist declines to assume leadership of the evaluation team.	When directed to do so, Psychologist assumes leadership of the evaluation team discussion.	Psychologist assumes leadership position when sharing assessments or evaluation planning procedures.	Psychologist assumes leadership position when sharing assessments or evaluation planning procedures and shares all necessary materials with parents and/or team members in a systematic fashion.
3d: Assisting in development/identification of interventions to maximize students' likelihood of success	Psychologist fails to contribute to intervention planning or suggests strategies that are not suitable for students (i.e. interventions are mismatched with assessment findings).	Psychologist suggests interventions for students that are partially suitable for them or are not consistently aligned with identified needs.	Psychologist suggests/guides interventions for students that are aligned with identified needs.	Psychologist develops or provides materials to initiate a comprehensive plan for student(s), by incorporating various elements that are specifically designed to address identified needs.
3e: Maintaining contact with physicians and community mental health service providers.	Psychologist declines to maintain contact with physicians and community mental health service providers.	Psychologist maintains occasional contact with physicians and community mental health service providers.	Psychologist maintains ongoing contact with physicians and community mental health service providers in order to collect data when needed.	Psychologist maintains ongoing contact with physicians and community mental health service providers in order to gain or provide meaningful information about services available when needed.
3f: Demonstrating flexibility and responsiveness	Psychologist adheres to a plan or program, in spite of evidence of its inadequacy.	Psychologist makes modest changes in an intervention plan when confronted with evidence of the need for change.	Psychologist makes revisions in an intervention plan when it is needed, based on data.	Psychologist is continually seeking ways to improve an intervention plan and makes changes based on data, feedback from teachers, parents and/ or student input.

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES	Ineffective	Developing	Skilled	Accomplished
4a: Reflecting on district practices	The school psychologist is unable to refer to specific BR policies and procedures and contributes to confusion or discord in situations with parents or teacher teams.	The school psychologist can refer to BR policies and procedures using appropriate terms although does not consistently demonstrates guidelines when working with teams of teachers during collaborative problem-solving.	The school psychologist may refer to BR policies and procedures using appropriate terms and in a variety of situations. Reference to BR guidelines is made among teams of teachers and parents during collaborative problem-solving efforts.	The school psychologist refers to BBH policies and procedures using appropriate terms and in a variety of situations. BBH guidelines are shared with teams of teachers and parents during collaborative problem-solving efforts to maintain integrity and best practice.
4b: Communicating with families	Psychologist fails to communicate with families and secure necessary permission for evaluations or communicates in an insensitive manner.	Psychologist's communication with families is partially successful; permissions are obtained, but there are occasional insensitivities to cultural and linguistic traditions.	Psychologist communicates with families and secures necessary permission for evaluations and does so in a manner sensitive to cultural and linguistic traditions.	Psychologist secures necessary permissions and communicates with families in a manner highly sensitive to cultural and linguistic traditions. Psychologist offers support to families of students to enhance trust.
4c: Maintaining accurate records	Psychologist's records are in disarray; they may be missing, illegible, or stored in an insecure location.	Psychologist's records are accurate and legible and are stored in a secure location.	Psychologist's records are accurate and legible, well organized, and stored in a secure location.	Psychologist's records are accurate and legible, well organized, and stored in a secure location. They are written to be accurately interpreted by another qualified professional.
4d: Participating in a professional community	Psychologist's relationships with colleagues are negative or self-serving, and psychologist avoids being involved in school and district events and projects.	Psychologist's relationships with colleagues are cordial, and psychologist participates in school and district events and projects when specifically required.	Psychologist participates actively in school and district events and projects and maintains positive and productive relationships with colleagues.	Psychologist makes a substantial contribution to school and district events and projects and assumes leadership with colleagues.
4e: Engaging in Professional development	Psychologist does not participate in professional development activities, even when such activities are clearly needed for the ongoing development of skills.	Psychologist's participation in professional development activities is limited to those that are convenient or are required.	Psychologist seeks out opportunities for professional development based on an individual assessment of need.	Psychologist actively pursues professional development opportunities and makes a substantial contribution to the profession through such activities as offering professional development opportunities or training to colleagues.

**Walkthroughs/Informal Observations
School Psychologist and Speech Language Pathologist****Walkthrough: Open-Ended Form**

Teacher Name:

Activity:

Date:

Evaluator Name:

Time Walkthrough Begins:

Time Walkthrough Ends:

OBSERVATIONS**Evaluator Summary Comments:**

Evaluator Signature: _____

☐ Photocopy provided.

FINAL March 27, 2020

BLACK RIVER LOCAL SCHOOLS
SCHOOL PSYCHOLOGIST EVALUATION FORM

School Psychologist Name		School Year	
Evaluator Name		Date	

Proficiency of Standards: <i>Includes information from observations, conferences, and other evidence.</i>	Ineffective	Developing	Skilled	Accomplished
DOMAIN 1: PLANNING AND PREPARATION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Areas of strength:</i>				
<i>Areas in which growth is needed:</i>				
DOMAIN 2: THE ENVIRONMENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Areas of strength:</i>				
<i>Areas in which growth is needed:</i>				
DOMAIN 3: DELIVERY OF SERVICE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Areas of strength:</i>				
<i>Areas in which growth is needed:</i>				

Proficiency of Standards: <i>Includes information from observations, conferences, and other evidence</i>	Ineffective	Developing	Skilled	Accomplished
DOMAIN 4: PROFESSIONAL RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Areas of strength</i>				
<i>Areas in which growth is needed:</i>				

Final Rating:	Ineffective	Developing	Skilled	Accomplished
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If final summative rating is Ineffective, an **Improvement Plan** will be collaboratively created (if appropriate) by the school psychologist and evaluator.

☐ Check here if **Improvement Plan** has been created. A copy of the Improvement Plan will be submitted by the evaluator with the **Evaluation Form**.

School Psychologist'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.

BLACK RIVER LOCAL SCHOOLS
SCHOOL PSYCHOLOGIST SUMMATIVE EVALUATION FORM

School Psychologist Name		School Year	
Evaluator Name		Date	

Proficiency of Standards: <i>Includes information from observations, conferences, and other evidence.</i>	Ineffective	Developing	Skilled	Accomplished
DOMAIN 1: PLANNING AND PREPARATION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DOMAIN 2: THE ENVIRONMENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DOMAIN 3: DELIVERY OF SERVICE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DOMAIN 4: PROFESSIONAL RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Final Summative Rating:	Ineffective	Developing	Skilled	Accomplished
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If final summative rating is Ineffective, an **Improvement Plan** will be collaboratively created (if appropriate) by the school psychologist and evaluator.

☐ **Check here if Improvement Plan has been created.** A copy of the Improvement Plan will be submitted by the evaluator with the **Evaluation Form**.

School Psychologist'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.

Ohio Speech Language Hearing Association Code of Ethics

Preamble

The preservation of the highest standards of integrity and ethical principles is vital to the responsible discharge of obligations in the professions of speech-language pathology and audiology. This Code of Ethics sets forth the fundamental principles and rules considered essential to this purpose and is aligned with the currently published *ASHA Principles of Ethics*, as mandated by our association By-Laws.

Every individual who is (a) a member of the Ohio Speech-Language-Hearing Association, whether certified or not, (b) a nonmember holding the Certificate of Clinical Competence from ASHA, (c) an applicant for membership or certification, or (d) a Clinical Fellow seeking to fulfill standards for certification, shall abide by this Code of Ethics.

Any action that violates the spirit and purpose of this Code shall be considered unethical. Failure to specify any particular responsibility or practice in this Code of Ethics shall not be construed as denial of the existence of such responsibilities or practices.

The fundamentals of ethical conduct are described by Principles of Ethics and by Rules of Ethics as they relate to responsibility to persons served, to the public, and to the professions of speech-language pathology and audiology.

Principles of Ethics, aspirational and inspirational in nature, form the underlying moral basis for the Code of Ethics. Individuals shall observe these principles as affirmative obligations under all conditions of professional activity.

Rules of Ethics are specific statements of minimally acceptable professional conduct or of prohibitions and are applicable to all individuals.

Principles of Ethics I

Individuals shall honor their responsibility to hold paramount the welfare of persons they serve professionally or who are participants in research and scholarly activities, and they shall treat animals involved in research in a humane manner.

Rules of Ethics

1. Individuals shall provide all clinical services and scientific activities competently.
2. Individuals shall use every resource, including referral and/or interprofessional collaboration when appropriate, to ensure that quality service is provided.
3. Individuals shall not discriminate in the delivery of professional services or in the conduct of research and scholarly activities on the basis of race, ethnicity, sex, gender identity/gender expression, sexual orientation, age, religion, national origin, disability, culture, language, or dialect.
4. Individuals shall not misrepresent the credentials of aides, assistants, technicians, support personnel, students, research interns, Clinical Fellows, or any others under their supervision, and they shall inform those they serve professionally of the name, role, and professional credentials of persons providing services.
5. Individuals may delegate tasks related to the provision of clinical services to aides, assistants, technicians, support personnel, or any other persons only if those persons are adequately prepared and are appropriately supervised. The responsibility for the welfare of those being served remains with the certified individual.

6. Individuals shall not delegate tasks that require the unique skills, knowledge, judgment, or credentials that are within the scope of their profession to aides, assistants, technicians, support personnel, or any nonprofessionals over whom they have supervisory responsibility.
7. Individuals may delegate to students (interns) tasks related to the provision of clinical services that require the unique skills, knowledge, and judgment that are within the scope of practice of their profession only if those students (interns) are adequately prepared and are appropriately supervised. The responsibility for the welfare of those being served remains with the certified individual.
8. Individuals shall obtain informed consent from the persons they serve about the nature and possible risks and effects of services provided, technology employed, and products dispensed. This obligation also includes informing persons served about possible effects of not engaging in treatment or not following clinical recommendations. If diminished decision-making ability of persons served is suspected, individuals should seek appropriate authorization for services, such as authorization from a spouse, other family member, or legally authorized/appointed representative.
9. Individuals shall enroll and include persons as participants in research or teaching demonstrations only if participation is voluntary, without coercion, and with informed consent.
10. Individuals shall accurately represent the intended purpose of a service, product, or research endeavor and shall abide by established guidelines for clinical practice and the responsible conduct of research.
11. Individuals shall evaluate the effectiveness of services provided, technology employed, and products dispensed, and they shall provide services or dispense products only when benefit can reasonably be expected.
12. Individuals may make a reasonable statement of prognosis, but they shall not guarantee—directly or by implication—the results of any treatment or procedure.
13. Individuals shall use independent and evidence-based clinical judgment, keeping paramount the best interests of those being served.
14. Individuals shall not provide clinical services solely by correspondence, but may provide services via telepractice consistent with professional standards and state and federal regulations.
15. Individuals shall protect the confidentiality and security of records of professional services provided, research and scholarly activities conducted, and products dispensed. Access to these records shall be allowed only when doing so is necessary to protect the welfare of the person or of the community, is legally authorized, or is otherwise required by law.
16. Individuals shall protect the confidentiality of any professional or personal information about persons served professionally or participants involved in research and scholarly activities and may disclose confidential information only when doing so is necessary to protect the welfare of the person or of the community, is legally authorized, or is otherwise required by law.
17. Individuals shall maintain timely records and accurately record and bill for services provided and products dispensed and shall not misrepresent services provided, products dispensed, or research and scholarly activities conducted.
18. Individuals whose professional practice is adversely affected by substance abuse, addiction, or other health-related conditions are impaired practitioners and shall seek professional assistance and, where appropriate, withdraw from the affected areas of practice.
19. Individuals who have knowledge that a colleague is unable to provide professional services with reasonable skill and safety shall report this information to the appropriate authority, internally if a mechanism exists and, otherwise, externally.
20. Individuals shall provide reasonable notice and information about alternatives for obtaining care in the event that they can no longer provide professional services.

PRINCIPLE OF ETHICS II

Individuals shall honor their responsibility to achieve and maintain the highest level of professional competence and performance.

Rules of Ethics

1. Individuals shall engage in only those aspects of the professions that are within the scope of their professional practice and competence, considering their certification status, education, training, and experience.
2. Members who do not hold the Certificate of Clinical Competence may not engage in the provision of clinical services; however, individuals who are in the certification application process may engage in the provision of clinical services consistent with current local and state laws and regulations and with ASHA certification requirements.
3. Individuals who engage in research shall comply with all institutional, state, and federal regulations that address any aspects of research, including those that involve human participants and animals.
4. Individuals shall enhance and refine their professional competence and expertise through engagement in lifelong learning applicable to their professional activities and skills.
5. Individuals in administrative or supervisory roles shall not require or permit their professional staff to provide services or conduct research activities that exceed the staff member's certification status, competence, education, training, and experience.
6. Individuals in administrative or supervisory roles shall not require or permit their professional staff to provide services or conduct clinical activities that compromise the staff member's independent and objective professional judgment.
7. Individuals shall make use of technology and instrumentation consistent with accepted professional guidelines in their areas of practice. When such technology is not available, an appropriate referral may be made.
8. Individuals shall ensure that all technology and instrumentation used to provide services or to conduct research and scholarly activities are in proper working order and are properly calibrated.

PRINCIPLE OF ETHICS III

Individuals shall honor their responsibility to the public when advocating for the unmet communication and swallowing needs of the public and shall provide accurate information involving any aspect of the professions.

Rules of Ethics

1. Individuals shall not misrepresent their credentials, competence, education, training, experience, and scholarly contributions.
2. Individuals shall avoid engaging in conflicts of interest whereby personal, financial, or other considerations have the potential to influence or compromise professional judgment and objectivity.
3. Individuals shall not misrepresent research and scholarly activities, diagnostic information, services provided, results of services provided, products dispensed, or the effects of products dispensed.
4. Individuals shall not defraud through intent, ignorance, or negligence or engage in any scheme to defraud in connection with obtaining payment, reimbursement, or grants and contracts for services provided, research conducted, or products dispensed.
5. Individuals' statements to the public shall provide accurate and complete information about the nature and management of communication disorders, about the professions, about professional services, about products for sale, and about research and scholarly activities.
6. Individuals' statements to the public shall adhere to prevailing professional norms and shall not contain misrepresentations when advertising, announcing, and promoting their professional services and products and when reporting research results.
7. Individuals shall not knowingly make false financial or nonfinancial statements and shall complete all materials honestly and without omission.

PRINCIPLES OF ETHICS IV

Individuals shall uphold the dignity and autonomy of the professions, maintain collaborative and harmonious interprofessional and intraprofessional relationships, and accept the professions' self-imposed standards.

Rules of Ethics

1. Individuals shall work collaboratively, when appropriate, with members of one's own profession and/or members of other professions to deliver the highest quality of care.
2. Individuals shall exercise independent professional judgment in recommending and providing professional services when an administrative mandate, referral source, or prescription prevents keeping the welfare of persons served paramount.
3. Individuals' statements to colleagues about professional services, research results, and products shall adhere to prevailing professional standards and shall contain no misrepresentations.
4. Individuals shall not engage in any form of conduct that adversely reflects on the professions or on the individual's fitness to serve persons professionally.
5. Individuals shall not engage in dishonesty, negligence, fraud, deceit, or misrepresentation.
6. Applicants for certification or membership, and individuals making disclosures, shall not knowingly make false statements and shall complete all application and disclosure materials honestly and without omission.
7. Individuals shall not engage in any form of harassment, power abuse, or sexual harassment.
8. Individuals shall not engage in sexual activities with individuals (other than a spouse or other individual with whom a prior consensual relationship exists) over whom they exercise professional authority or power, including persons receiving services, assistants, students, or research participants.
9. Individuals shall not knowingly allow anyone under their supervision to engage in any practice that violates the Code of Ethics.
10. Individuals shall assign credit only to those who have contributed to a publication, presentation, process, or product. Credit shall be assigned in proportion to the contribution and only with the contributor's consent.
11. Individuals shall reference the source when using other persons' ideas, research, presentations, results, or products in written, oral, or any other media presentation or summary. To do otherwise constitutes plagiarism.
12. Individuals shall not discriminate in their relationships with colleagues, assistants, students, support personnel, and members of other professions and disciplines on the basis of race, ethnicity, sex, gender identity/gender expression, sexual orientation, age, religion, national origin, disability, culture, language, dialect, or socioeconomic status.
13. Individuals with evidence that the Code of Ethics may have been violated have the responsibility to work collaboratively to resolve the situation where possible or to inform the Board of Ethics through its established procedures.
14. Individuals shall report members of other professions who they know have violated standards of care to the appropriate professional licensing authority or board, other professional regulatory body, or professional association when such violation compromises the welfare of persons served and/or research participants.
15. Individuals shall not file or encourage others to file complaints that disregard or ignore facts that would disprove the allegation; the Code of Ethics shall not be used for personal reprisal, as a means of addressing personal animosity, or as a vehicle for retaliation.
16. Individuals making and responding to complaints shall comply fully with the policies of the Board of Ethics in its consideration, adjudication, and resolution of complaints of alleged violations of the Code of Ethics.

17. Individuals involved in ethics complaints shall not knowingly make false statements of fact or withhold relevant facts necessary to fairly adjudicate the complaints.
18. Individuals shall comply with local, state, and federal laws and regulations applicable to professional practice, research ethics, and the responsible conduct of research.
19. Individuals who have been convicted; been found guilty; or entered a plea of guilty or nolo contendere to (1) any misdemeanor involving dishonesty, physical harm—or the threat of physical harm—to the person or property of another, or (2) any felony, shall self-report by notifying ASHA Standards and Ethics (see Terminology for mailing address) in writing within 30 days of the conviction, plea, or finding of guilt. Individuals shall also provide a certified copy of the conviction, plea, nolo contendere record, or docket entry to OSLHA Executive Council (using the mailing address on the OSLHA website) within 30 days of self-reporting.
20. Individuals who have been publicly sanctioned or denied a license or a professional credential by any professional association, professional licensing authority or board, or other professional regulatory body shall self-report by notifying OSLHA Executive Council in writing within 30 days of the final action or disposition. Individuals shall also provide a certified copy of the final action, sanction, or disposition to OSLHA Executive Council (using the mailing address listed on the OSLHA website) within 30 days of self-reporting.

Disclaimer:

Disclaimer: The Ohio Speech-Language-Hearing Association disclaims any liability to any party for the accuracy, completeness, or availability of these documents, or for any damages arising out of the use of the documents and any information they contain.

PACE Self-Reflection Tool for Diagnostic SLPs

This tool is designed to help the SLP determine personal strengths and skills for which additional professional development is needed. At the beginning of the school year, the SLP should reflect on and rate each skill as a strength (3), adequately developed (2) or in need of further development (1). The results should be used to create a professional development plan for the year.

Name of speech-language pathologist: _____ Date: _____

Name of current building(s) served: _____

Current number of students served with IEP: _____ 504 plan: _____ RTI plan: _____

Number of students evaluated: _____

Rate your skill level on each item listed below. Use the following rating scale:

1 – I need more information and training to further develop this skill.

2 - This skill has been adequately developed.

3 - This skill is a strength of mine.

NA – Not applicable

Performance Objective	Skill	1	2	3	NA	Comments
Demonstrate knowledge and skills in speech-language pathology and related subject areas	Demonstrates knowledge of assessment and treatment in					
	• speech sound production					
	• semantics					
	• syntax					
	• morphology					
	• pragmatics/social language					
	• voice					
	• fluency					
	• literacy					
	• feeding and swallowing					
	• hearing loss and deafness					
	• other medical or educational topics related to communication					

Provide culturally and educationally appropriate assessments that are effective, engage students, and reflect evidence-based practice	Applies principles of evidence-based practice					
	Demonstrates cultural competence with colleagues, students, and families					
	Applies effective strategies to motivate and engage students in the assessment process					
	Uses evidence-based practice in assessment					
	Collects, analyzes, and applies data effectively					
Partner with the team to determine eligibility and recommend services that comply with state and federal regulations for children with IEPs	Understands and operates within the timelines mandated for assessment and IEP development					
	Prepares well for and appropriately participates in IEP meetings					
	Demonstrates ability to deal with differing opinions within team meetings					
	Contributes expertise and data to the educational team to make appropriate placement and program decisions					
	Uses a range of strategies to engage parents and other educational team members in the assessment and IEP process					
	Understands and demonstrates an ability to write relevant, measurable IEP goals tied to CCSS or state standards					
	Understands and responds to FERPA, ADA, and HIPAA requirements					
	Advocates for appropriate services for students					

Demonstrate ability to conduct appropriate comprehensive evaluations for students who may be experiencing a variety of communication disorders	Appropriately uses and interprets a variety of assessment methods and tools for all areas of communication, including					
	• classroom observations					
	• standardized assessments					
	• classroom-based assessments					
	• input from teachers, parents, and students					
	• case history					
	• other:					
	Solicits information from general education teachers and other relevant educational team members to include in the assessment process					
	Chooses assessments that show how the student's communication skills impact academic performance					
Demonstrate collaboration with classroom teachers and other professionals for students in both general and special education	Understands and applies principles of cultural competence to the assessment process					
	Communicates on a regular basis with other educational team members for assessment purposes					
	Demonstrates expertise and participates in the Response to Intervention (RTI) process					
	Demonstrates confidence and expertise when working within the classroom to collect assessment data					
	Collaborates with other educational professionals in the screening process					
	Participates in a professional learning community					
	Solicits input, including family history, from the families to include in evaluation and IEP reports					

Collaborate with families and provide opportunities for them to be involved in their children's speech/language assessment	Provides opportunities for families to be engaged in the assessment process							
	Provides families with information about improving communication for students who do not qualify for services							
	Explains assessment results to families							
Earn continuing education or professional development units/hours sufficient to meet ASHA requirements for certification maintenance as well as state certification and licensure requirements	Participates in local, state, and national conferences and professional development programs							
	Participates in online professional development programs							
	Keeps current with emerging practices, policies, and procedures							
	Advocates for the opportunity to participate in relevant professional development programs							
	Serves on various district committees							
Contribute to various building- or district-level initiatives and community partners	Participates in union or other groups that represent teachers							
	Provides professional development training to staff and communicates suggestions and assistance to parents							
	Supervises student interns, SLPAs, and/or clinical fellows							
	Collaborates with universities to contribute to research, understand promising practices, and engage with students							
	Collaborates with relevant community partners (e.g., physicians, private therapy practitioners, social service agencies, private schools, and vocational rehabilitation agencies)							

Speech Language Pathologist 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 Speech Language Pathologist.

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

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

Choose the Domain(s) aligned to the goal(s).			
<input type="checkbox"/> Planning and Preparation <input type="checkbox"/> Therapy Environment	<input type="checkbox"/> Evaluation and Intervention <input type="checkbox"/> Professionalism		
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.

BLACK RIVER LOCAL SCHOOLS SCHOOL DISTRICT SPEECH LANGUAGE PATHOLOGIST IMPROVEMENT PLAN

School Psychologist Name	School Year/Building	
Evaluator Name	Date of Conference	

Written improvement plans are to be developed in circumstances when an educator makes below expected academic growth with his/her students AND/OR receives an overall Ineffective rating or an Ineffective rating on any of the components. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support.

Speech Language Pathologist Area(s) Needing Improvement <small>From School Psychologist Evaluation Rubric/Evaluation Forms</small>	Improvement Statement <small>List specific areas for improvement</small>	Specific Plan of Action <small>Describe in detail specific plans of action that must be taken by the school psychologist to improve his/her performance. Indicate the sources of evidence that will be used to document the completion of the improvement plan.</small>	Assistance & Professional Development <small>Examples include:</small> <ul style="list-style-type: none"> Mentoring Observing other colleagues Attend workshops

Speech Language Pathologist's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

BLACK RIVER LOCAL SCHOOLS SPEECH LANGUAGE PATHOLOGIST IMPROVEMENT PLAN

Speech Language Pathologist Name	School Year	
Evaluator Name	Date of Conference	

The improvement plan will be evaluated at the end of the time specified in the plan. Outcomes from the improvement plan demonstrate the following actions have been taken:

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

Improvement Plan Evaluation 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.

Speech Language Pathologist Signature: _____ **Date:** _____

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

The evaluator's signature above verifies that the proper procedures in the local contract have been followed.

Black River Local Schools: Speech Language Pathologist Evaluation Performance Rubric

Name of Speech Language Pathologist: _____

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

A5: <i>Demonstrating knowledge of resources, both within and beyond the school and district.</i>	Therapist demonstrates little or no knowledge of resources for students available through the school or district.	Therapist demonstrates basic knowledge of resources for students available through the school or district.	Therapist demonstrates thorough knowledge of resources for students available through the school or district and some familiarity with resources outside the district.	Therapist demonstrates extensive knowledge of resources for students available through the school or district and in the larger community.
A6: <i>Demonstrating valid assessment and interpretation.</i>	The therapist is unable to select appropriate diagnostic instruments.	The therapist selects and administers diagnostic instruments without consideration of team/parent input.	The therapist selects and administers diagnostic instruments and procedures based on the student's developmental level, areas of concern and team/parent input. The therapist gathers information on how the student's developmental disorder affects educational performance.	The therapist selects and administers a diagnostic instrument and procedures based on the student's developmental level, areas of concern, and team/parent input. The therapist gathers comprehensive information on how the student's developmental disorder affects educational performance.
A7: <i>Developing the therapy program integrated with IEP goals to meet the needs of the individual student.</i>	Therapist has developed services for students that are unrelated to IEP goals.	Therapist has developed services for students that have a guiding principle and include a number of worthwhile activities but some do not fit with the broader IEP goals.	Therapist has developed a therapy program that adequately meets the needs of the student as defined in the IEP to support progress toward IEP goals.	Therapist has developed a therapy program that is consistent with best practice to effectively service the student to support progress towards IEP goals.

B. THERAPY ENVIRONMENT				
	Ineffective	Developing	Skilled	Accomplished
B1: <i>Establishing rapport with students.</i>	Therapist's interactions with students are negative or inappropriate; students appear uncomfortable in the testing and therapy area.	Therapist's interactions with students are both positive and negative; the therapist's efforts at developing rapport are partially successful.	Therapist's interactions with students are positive and respectful; students appear comfortable in the testing and therapy area.	Therapists' interactions with all students demonstrate a positive, caring rapport and mutual respect. Interactions are inclusive and appropriate. Students seek out the therapist, reflecting a high degree of comfort and trust in the relationship.

B2: <i>Organizing time effectively.</i>	Therapist exercises poor judgment in setting priorities, resulting in confusion, missed deadlines, and conflicting schedules.	Therapist's time-management skills are moderately well developed; essential activities are carried out, but not always in the most efficient manner.	Therapist exercises good judgment in setting priorities, resulting in clear schedules and an important work being accomplished in an efficient manner.	Therapist demonstrates excellent time-management skills, accomplishing all tasks in a seamless manner; teachers and students understand their schedules.
B3: <i>Sets behavioral expectations for students in the therapy setting.</i>	No behavioral expectations have been established and therapist disregards or fails to address negative behavior during evaluation or treatment.	Behavioral expectations appear to have been established for the therapy setting. Therapist's attempt to monitor and correct negative student behavior during evaluation and treatments are partially successful.	Behavioral expectations for students have been established for the therapy setting. Therapist monitors student behavior against those standards; response to students is appropriate and respectful.	Behavioral expectations for students have been established for the therapy setting. Therapist's monitoring of students is subtle and preventative, and students engage in self-monitoring behavior.

C. EVALUATION AND INTERVENTION				
	Ineffective	Developing	Skilled	Accomplished
C1: <i>Follows established procedures for referrals.</i>	Therapist does not follow established district procedures for referrals	Therapist inconsistently follows established district procedures for referrals.	Therapist adequately follows established district procedures for referrals and for meetings and consultations with parents and administrators.	Therapist consistently follows established district procedures for all aspects of referral and testing protocols.
C2: <i>Responding to referrals and evaluating student needs.</i>	Therapist fails to respond to referrals or makes hasty assessment of students' needs.	Therapist responds to referrals when pressed and makes adequate assessments of student needs.	Therapist responds to referrals and makes thorough assessment of student needs.	Therapist is proactive in responding to referrals and makes highly competent assessments of student needs.

C3: <i>Communicating with families.</i>	Therapist fails to communicate with families and secure necessary permission for evaluations or communicates in an insensitive manner.	Therapist's communication with families is partially successful; not always adhering to required deadlines; permissions are obtained, but there are occasional insensitivities to cultural and linguistic traditions.	Therapist communicates with families and secures necessary permission for evaluations adhering to required timelines, doing so in a manner sensitive to cultural and linguistic traditions.	Therapist secures necessary permissions adhering to required timelines and communicates with families in a manner highly sensitive to cultural and linguistic traditions. Therapist reaches out to families of students to enhance trust.
C4: <i>Collecting information; writing reports.</i>	Therapist neglects to collect important information on which to base treatment plans; reports are inaccurate or not appropriate to the audience.	Therapist collects most of the important information on which to base treatment plans; reports are accurate but lacking in clarity and not always appropriate to the audience.	Therapist collects all the important information on which to base treatment plans; reports are accurate and appropriate to the audience.	Therapist is proactive in collecting important information, interviewing teachers and parents if necessary; reports are accurate and clearly written and is tailored for the audience.
C5: <i>Implements therapy services to maximize student success.</i>	Therapist fails to develop therapy services suitable for students, or plans are mismatched with the findings of assessments.	Therapist's services for students are partially suitable for them or sporadically aligned with identified needs. They are not always individualized to specific student needs.	Therapist implements therapy services for students that are suitable for them and are aligned with identified needs.	Therapist implements therapy services for students, finding ways to creatively meet student needs and incorporate many related elements.
C6: <i>Demonstrating flexibility and responsiveness.</i>	Therapist adheres to the therapy services in spite of evidence of its inadequacy.	Therapist makes modest changes in the student's therapy services when confronted with evidence of the need for change.	Therapist makes revisions in the student's therapy services when they are needed.	Therapist is continually seeking ways to improve the student's therapy services and makes changes in response to student, parent or teacher input.

D. PROFESSIONALISM				
	Ineffective	Developing	Skilled	Accomplished
D1: <i>Collaborating with staff.</i>	Therapist is not available to staff or questions and planning and declines to provide background material when requested.	Therapist is available to staff for questions and planning and provides background material when requested.	Therapist initiates contact with relevant staff to confer regarding individual cases.	Therapist seeks out relevant staff and other professionals to confer regarding cases, soliciting their perspectives on individual students.
D2: <i>Maintaining an effective data management system.</i>	Therapist's data management system is either nonexistent or in disarray; it cannot be used to monitor student progress or to adjust treatment when needed.	Therapist has developed a rudimentary data management system for monitoring student progress and occasionally uses it to adjust treatment when needed.	Therapist has developed an effective data management system for monitoring student progress and uses it to adjust treatment when needed.	Therapist has developed a highly effective data management system for monitoring student progress and uses it to adjust treatment when needed.
D3: <i>Engaging in professional development.</i>	Therapist does not participate in professional development activities, even when such activities are clearly needed for the development of skills.	Therapist's participation in professional development activities is limited to those that are convenient and required.	Therapist seeks out opportunities for professional development based on individual assessment of need.	Therapist actively pursues professional development opportunities and makes a substantial contribution to the profession through such activities as offering workshops to colleagues, supervision of fieldwork students.
D4: <i>Showing professionalism, including integrity, advocacy and maintaining confidentiality.</i>	Therapist displays dishonesty in interactions with colleagues, students, and the public and violates principles of confidentiality.	Therapist is honest in interactions with colleagues, students, and the public, plays a moderate advocacy role for students, and does not violate norms of confidentiality.	Therapist displays high standards of honesty, integrity, and confidentiality in interactions with colleagues, students and the public and advocates for students when needed.	Therapist can be counted on to hold the highest standards of honesty, integrity, and confidentiality and to advocate for students, taking a leadership role with colleagues.

EVIDENCE				
	Sources	Ineffective	Developing	Skilled
<div>A.</div> <div>B.</div> <div>C.</div> <div>D.</div>				

Pre-Conference Dates						
Formal Observation Dates						
Post-Conference Dates						
Informal Observation/Walkthrough Dates						

Final Summative Evaluation Conference Date	
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Final Summative Rating of Effectiveness:

Comments:

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

Employee Signature: _____ Date: _____

Evaluator Signature: _____ Date: _____

Walkthroughs/Informal Observations School Psychologist and Speech Language Pathologist

Walkthrough: Open-Ended Form

Teacher Name:

Activity:

Date:

Evaluator Name:

Time Walkthrough Begins:

Time Walkthrough Ends:

OBSERVATIONS**Evaluator Summary Comments:**

Evaluator Signature: _____

☐ Photocopy provided.

FINAL March 27, 2020

Speech Language Pathologist Evaluation Form

Speech Language Pathologist Name: _____

Evaluator Name/Title: _____

Performance Objective	Observational Evidence (What have you observed that shows the SLP performs these activities/duties?)	Ineffective	Developing	Skilled	Accomplished
Demonstrate knowledge and skills in speech-language pathology and related subject areas (e.g., literacy)	<ul style="list-style-type: none"> • Works with individuals at all ability levels and serves a range of disorders, as appropriate for the setting • Completes and provides in-services (i.e., completing professional development) • Demonstrates competence in oral and written communication • Follows risk management procedures • Organizes work space materials and equipment 				

Performance Objective	Observational Evidence (What have you observed that shows the SLP performs these activities/duties?)	Ineffective	Developing	Skilled	Accomplished
Provide culturally and educationally appropriate services that are effective, engage students, and reflect evidence-based practices	<ul style="list-style-type: none"> Engages students in the session's activities Provides accurate and appropriate feedback to students individually Implements activities that promote progress on the students' specific IEP goals Has good behavior management skills Uses the allocated time efficiently and effectively Fosters a positive interaction with students Provides each student with an opportunity for a significant number of responses Includes curricular objectives or materials in the session Develops and executes appropriate therapy plans Demonstrates knowledge and skills necessary for providing or facilitating treatment for children from culturally and linguistically different backgrounds Advocates for appropriate services for students Documents the nature of services and evidence of progress 				

Adapted from the PACE Performance Assessment of Contributions and Effectiveness of Speech Language Pathologists.

Performance Objective	Observational Evidence (What have you observed that shows the SLP performs these activities/duties?)	Ineffective	Developing	Skilled	Accomplished
Demonstrate ability to conduct appropriate comprehensive evaluations for students who may be experiencing a variety of communication disorders	<ul style="list-style-type: none"> • Gathers case history information • Uses appropriate formal and informal assessment tools • Reports assessment findings in a timely manner • Develops appropriate evaluation reports • Observes informal and formal testing using a variety of assessment strategies • Appropriately analyzes and interprets test results to make appropriate recommendations • Creates schedules that reflect assessments to be conducted at designated times (i.e., scheduling blocks) • Demonstrates knowledge and skills necessary for providing or facilitating assessment of children from culturally and linguistically different backgrounds 				

Adapted from the PACE Performance Assessment of Contributions and Effectiveness of Speech Language Pathologists.

<p>Provide appropriate and dynamic service delivery methods consistent with the wide variety of individual student needs</p>	<ul style="list-style-type: none"> • Develops activities that promote progress on students' specific IEP goals • Designs a schedule that allows completion of all work activities in an efficient and effective manner • Changes activities, feedback, or direction of the session when a student is not understanding or able to demonstrate success with the session goal • Records data on the student's performance during the session 				
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Performance Objective	Observational Evidence (What have you observed that shows the SLP performs these activities/duties?)	Ineffective	Developing	Skilled	Accomplished
Demonstrate collaboration with classroom teachers and other professionals for students in both general and special education	<ul style="list-style-type: none"> • Respects teachers and other professionals • Demonstrates active listening • Presents with a professional demeanor • Responds professionally to feedback • Demonstrates collaborative instruction or co-teaching • Demonstrates collaboration in an IEP team meeting and other meetings 				
Collaborate with families and provide opportunities for families to be involved in the student's SLP services	<ul style="list-style-type: none"> • Respects students and families • Demonstrates active listening • Presents with a professional demeanor • Responds professionally to feedback • Demonstrates collaboration with families in an IEP team meeting and other meetings • Shows evidence of communication with families (e.g., parent communication log) 				

Adapted from the PACE Performance Assessment of Contributions and Effectiveness of Speech Language Pathologists.

<p>Earn continuing education or professional development units sufficient to meet ASHA requirements for certification and maintenance as well as state certification and licensing requirements</p>	<ul style="list-style-type: none"> • Completes in-services (i.e., completes professional development) • Provides in-services (i.e., provides professional development) • Participates in state, school, or local associations; meetings and conferences; and/or professional learning communities 				
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Performance Objective	Observational Evidence (What have you observed that shows the SLP performs these activities/duties?)	Ineffective	Developing	Skilled	Accomplished
Contribute to various building or district initiatives	<ul style="list-style-type: none"> • Participates in school assessment planning • Participates in RTI initiatives • Participates in curriculum teams? • Participates in positive behavioral support initiatives 				

Summary of Observation Finding:

BLACK RIVER LOCAL SCHOOLS
SPEECH LANGUAGE PATHOLOGIST SUMMATIVE EVALUATION FORM

Speech Language Pathologist Name		School Year	
Evaluator Name		Date	

Proficiency of Standards: <i>Includes information from observations, conferences, and other evidence.</i>	Ineffective	Developing	Skilled	Accomplished
DOMAIN 1: PLANNING AND PREPARATION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DOMAIN 2: THERAPY ENVIRONMENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DOMAIN 3: EVALUATION AND INTERVENTION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DOMAIN 4: PROFESSIONALISM	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Final Summative Rating:	Ineffective	Developing	Skilled	Accomplished
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If final summative rating is Ineffective, an **Improvement Plan** will be collaboratively created (if appropriate) by the speech language pathologist and evaluator.

☐ **Check here if Improvement Plan has been created.** A copy of the Improvement Plan will be submitted by the evaluator with the **Evaluation Form**.

Speech Language Pathologist 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.

APPENDIX K

Sick Leave Bank

The Sick Leave Bank may be used to cover catastrophic illness/injury of members, their spouses, and dependent children.

The Sick Leave Bank is voluntary, and bargaining unit members are eligible to enroll prior to October 1.

To enroll, members complete Form A, available from their Building Representatives. Members keep the white copy and return remaining copies to their Building Representatives.

Eligibility for membership in the Sick Leave Bank is conditional upon having a positive sick leave balance effective at the end of the first pay period in October.

Contributed Sick Leave Bank Days do not impact the attendance incentive provided in Article 6.025 of the Agreement.

Sick Leave Bank membership lists will be distributed to Building Representatives so members can check on their status in the Sick Leave Bank.

Eligibility to receive days from the Sick Leave Bank:

1. Contributed 1 to 5 days to the bank. Teachers on Steps 0 and 1 of the salary schedule are automatically included for those years.
2. Sick leave is exhausted.
3. Absent due to catastrophic medical condition in #4, unless this requirement is waived by the committee.
4. Catastrophic medical condition verified by a physician.

To apply to use this bank, Sick Leave Bank members complete Form B, available from Building Representatives or the Treasurer's Office. Forward completed application the Chair of the Sick Leave Bank.

Application must take place in the school year during which the 30 consecutive work days of absence occurred.

Sick Leave Bank members are limited to receive 30 days per school year and 120 days over the course of their employment with the Board of Education unless mutually altered by the Sick Leave Committee.

Sick Leave Bank

Form A

CONTRIBUTION TO SICK LEAVE BANK

Contributor's Name _____ Last four digits of SSN _____

I wish to donate _____ days to the Black River Teachers' Sick Leave Bank (1 to 5 days)

Position _____ Building _____

Signature _____ Date _____

Please retain a copy for your records.

Black River Local School District

Sick Leave Bank Application

Administrated by the Black River Teachers Association

Name: _____

Building: _____ No. of years in district: _____

Home Address: _____

Phone Number: _____

Before applying for the sick leave bank please read the information in the BRTA negotiated agreement to ensure you meet all eligibility criteria.

After reading the above qualifications, I am applying for ____ days from the sick leave bank, for the following reason(s): (If more room is needed attach additional pages to this form.)

1. _____

2. _____

To be used from _____ to _____

Applicant's signature: _____ Date: _____

For office/committee use only-verification of use of leave days:

Personal days used on: _____ Sick days used on: _____

Approved: _____ Disapproved: _____ Effective date: _____

Reason for disapproval: _____

Committee Chair: _____ BRTA: _____

Return this form to the BRTA president.

LETTER OF AGREEMENT

The Black River Local School District Board of Education (“District”) and the Black River Teachers’ Association (“Association”) entered into a collective bargaining agreement effective July 1, 2023 through June 30, 2024. The District and Association (collectively the “Parties”) have need to conduct a “lottery” pursuant to Article VIII titled *Reduction in Staff* section 8.06 titled *Seniority*, subsection 8.062.

The Parties agree to utilize the following rules in conducting any 8.062 lottery required to determine continuous service that remains equal after consideration of a Board meeting at which the involved bargaining unit members had been hired:

1. Identify the number of members with equal continuous service after consideration of a Board meeting at which the involved bargaining unit members had been hired. This number of members represents the number of open seniority positions to be determined by lottery under Article VIII, 8.062.
2. Multiply the number of open seniority positions in No. 1 times 10 to arrive at the number of lots to be used in the lottery.
3. Each lot shall be labelled with a unique number for the number of lots calculated in No. 2.
4. Lots shall be placed in a cardboard box and placed on a ledge so that the lots in the box cannot be seen by those individuals in the lottery, including when each participant chooses a lot.
5. The last 4 digits of each participant’s social security number shall be used to determine the order in which lots shall be pulled. The individual with the highest number will pull first with each individual pulling in descending numerical order, with the lowest number pulling last.
6. Each lottery participant shall pull in the order identified in No. 5.
7. If a participant draws the lot numbered “1”, that participant will be placed in the lowest open position of seniority for purposes of continuous service among the participants of the lottery.

8. If no participant draws the lot numbered "1", the participant who drew the lowest lot number will be placed in the lowest open position of seniority for purposes of continuous service among the participants in the lottery.
9. A participant placed into a seniority position through the lottery cannot continue to participate in the lottery.
10. Once the lowest open position of seniority for purposes of continuous service among the participants in the lottery has been established, all lots will be returned to the cardboard box under No. 4, and the participants still in the lottery will draw a lot under Nos. 5 through 8 to identify the next lowest open position of seniority remaining to be determined.
11. Once all open positions of seniority have been established, the Board shall record the order of seniority for purposes of Article VIII, 8.062 and utilize this seniority order under Article VIII for purposes of layoff and recall.
12. The lottery will be attended by the Superintendent, Treasurer, the Association President and one (1) Association executive board member, and the lottery participants. The Treasurer shall record the lottery results.
13. The lottery results under this Letter of Agreement may not be grieved under Article XIII titled *Grievance Procedure*.


IT IS SO AGREED.

For the District

Superintendent


Treasurer

Date: 4/25/24

For the Association

Association President

Association LRC

Date: _____